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9 Attorneys for CHEMTURA CORPORATION

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11
12 BEFORE THE
13 CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

14 In the Matter of the Petition of Chemtura
Corporation for Review and Request for Stay
15 of Action and Failure to Act by the Los
Angeles Regional Water Quality Control Board
16 (Order No. R4-2015-0246).

SWRCB/OCC File _____

PETITION FOR REVIEW AND REQUEST
FOR STAY

[WATER CODE, SECTIONS 13320, 13321]
[RE: L.A. RWQCB ORDER NO. R4-2015-
0246]

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19 In accordance with Water Code sections 13320 and 13321, Petitioner Chemtura
20 Corporation (Chemtura or Petitioner) petitions the State Water Resources Control Board
21 (State Water Board) to review the provisions and requirements of Order No. R4-2015-0246
22 issued by the Los Angeles Regional Water Quality Control Board (Regional Water Board) and
23 the Regional Water Board's other actions or inactions, and to stay the Regional Water Board's
24 implementation and enforcement of the Order as to Chemtura. Chemtura objects to the
25 provisions and requirements of Order No. R4-2015-0246 as they are alleged to apply to
26 Chemtura at the former WITCO facility located at 19530 Alameda Street, Rancho
27 Dominguez, CA 90221 (SCP NO. 0562, SITE ID No. 2040095 (the Site)). Chemtura's
28 responsibility for the Site has been discharged in Bankruptcy and/or has been met. A copy of

1 Chemtura's letter to the Regional Water Board, which sets forth the basis for the discharge in
2 Bankruptcy, is attached as Exhibit A.

3 The Order, issued November 30th and received by Chemtura on December 7th, requires
4 extraordinary tasks as early as January 15, 2016, including: "By January 15, 2016, submit a work
5 plan to complete delineation of the horizontal and vertical extent of the affected soil, soil gas, and
6 groundwater, and conduct a quarterly groundwater monitoring and sampling program." (Order,
7 page 4, paragraph 1). The Order goes on to also require by January 15th a site summary, a
8 conceptual site model (CSM) and a detailed schedule of implementation. A stay is necessary to
9 avoid substantial harm that Chemtura would incur if it was required to expend the substantial
10 resources necessary to implement even the preliminary requirements of the Order, resources which
11 Chemtura is barred from expending pursuant to the discharge of any obligations it may have had,
12 by the United States Bankruptcy Court for the Southern District of New York in November 2010.
13 Further there will be no substantial harm to the public interest as the Order names other
14 responsible parties at the Site and substantial questions of law exist with regard to the authority of
15 the Regional Water Board to issue or enforce Order No. R4-2015-0246 as to Chemtura in light of
16 the discharge of all of Chemtura's alleged responsibility and liability for the Site by the United
17 States Bankruptcy Court for the Southern District of New York in November 2010.

18 Chemtura requests the opportunity to file supplemental points and authorities in support
19 of this petition, if necessary, once the complete administrative record becomes available.
20 Chemtura also reserves the right to submit additional arguments and evidence in reply to the
21 Regional Water Board's or other interested parties' responses to this petition filed in
22 accordance with title 23, section 2050.5(a) of the California Code of Regulations.

23 Chemtura also files a Statement of Points and Authorities in support of this petition
24 concurrently as required by title 23, section 2050(a)(7) of the California Code of Regulations.

25 **1. NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF**
26 **PETITIONER**

27 The Petitioner is Chemtura Corporation, a party named under Order No. R4-2015-0246,
28 with respect to the previously operated a facility at 19530 Alameda Street, in Rancho

1 Dominguez, California. Petitioner's address is as follows:

2 CHEMTURA CORPORATION
199 Benson Road, Waterbury, CT 06749
3 C/O Kirstin Etela, Associate General Counsel,
Litigation, EHSS & RA
4 Telephone: 203-573-2957
Facsimile: 203-573-3118
5 Email: Kirstin.Etela@chemtura.com

6
7 Petitioner, requests that all materials in connection with the petition and administrative
8 record be provided to the Petitioner's counsel and retained counsel at:

9 CHEMTURA CORPORATION
KIRSTIN ETELA
Associate General Counsel
10 Litigation, EHSS & RA
199 Benson Road
11 Waterbury CT 06749
Telephone: 203-573-2957
12 Facsimile: 203-573-3118
Email: Kirstin.Etela@chemtura.com

13
14 SEDGWICK LLP
SCOTT D. MROZ (Bar No. 111848)
15 EARL L. HAGSTRÖM (Bar No. 150958)
333 Bush Street 30th Floor
16 San Francisco, CA 94104-2834
Telephone: (415) 781-7900
17 Facsimile: (415) 781-2635
Email: scott.mroz@sedgwicklaw.com
18 Email: earl.hagstrom@sedgwicklaw.com

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20 **2. THE SPECIFIC ACTION OR INACTION OF THE REGIONAL WATER**
21 **BOARD WHICH CHEMTURA REQUESTS THE STATE WATER**
22 **BOARD REVIEW AND RESCIND**

23 Chemtura petitions the State Water Board to review the Regional Water Board's
24 adoption and issuance of Order No. R4 2015-2046, which requires Chemtura to submit
25 "technical and monitoring reports, pursuant to CWC section 13267, documenting the
26 current conditions of the site, and to document all previous site assessment and
remediation work performed at the site."

27 Chemtura challenges each and every provision and requirement set forth in Order
28 No. R4-2015-0246 as those provisions and requirements apply to Chemtura. Chemtura

1 requests the State Water Board issue an order that determines that as to Chemtura: (a)
2 each of these provisions and requirements has been discharged in Bankruptcy; (b) each of
3 these provisions and requirements are improper; and (c) Order No. R4-2015-0246 has been
4 rescinded. A copy of Order No. R4-2015-0246 "ORDER TO PROVIDE TECHNICAL
5 AND MONITORING REPORTS" issued by the Regional Water Board is attached as
6 Exhibit B.

7 **3. THE DATE ON WHICH THE REGIONAL WATER BOARD ACTED OR**
8 **REFUSED TO ACT**

9 The Regional Water Board adopted and issued Order No. R4-2015-0246 on
10 November 30, 2015.

11 **4. A STATEMENT OF THE REASONS THE REGIONAL WATER BOARD'S**
12 **ACTION OR FAILURE TO ACT IS INAPPROPRIATE OR IMPROPER**

13 As explained in more detail in the Statement of Points and Authorities, on March 18,
14 2009 (the "Petition Date"), Chemtura and several of its subsidiaries (collectively, the "Debtors")
15 each commenced a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-
16 1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of
17 New York (the "Bankruptcy Court"). On August 21, 2009, the Bankruptcy Court entered an order
18 (the "Bar Date Order"), which required any person or entity asserting a claim that arose against
19 Chemtura or the other Debtors before the Petition Date to file a proof of such claim with the
20 Bankruptcy Court on or before October 30, 2009 (the "Bar Date") [Dkt. No. 992]. A copy of the
21 Bar Date Order is attached as Exhibit C. Chemtura mailed a general notice of the Bar Date to
22 known creditors, including the Regional Water Board. As a supplement to mailing the general Bar
23 Date notice, Chemtura also published notice of the Bar Date in newspapers throughout the
24 country, including the *Los Angeles Times*, to reach any potential unknown holders of tort and
25 environmental claims. On November 3, 2010, the Bankruptcy Court entered an order
26 (the "Confirmation Order") confirming the *Joint Chapter 11 Plan of Reorganization of Chemtura*
27 *Corporation, et al.* (the "Plan") [Dkt. No. 4409]. A copy of the Confirmation Order is attached as
28 Exhibit D. The Confirmation Order and the Plan bar the issuance and enforcement of the
Regional Water Board's Order No.R4 2015-2046 as to Chemtura.

1 **A. The Required Actions Are Inconsistent with the Discharge in Bankruptcy**

2 Chemtura was discharged from all obligations relating to or arising out of the Site by
3 the Confirmation Order and the Plan. The Bar Date Order required any person or entity asserting
4 a claim that arose against Chemtura or the other Debtors before the Petition Date to file a proof of
5 such claim with the Bankruptcy Court on or before October 30, 2009. The Bar Date Order also
6 provided that any person or entity who failed to timely file a proof of claim was forever barred
7 from asserting the claim against the Debtors, including Chemtura. The Regional Water Board
8 was provided notice of the Bankruptcy proceedings and the Bar Date. The Regional Water
9 Board neither filed a proof of claim nor an objection. As such, the Regional Water Board's
10 action is barred and improper. The Regional Water Board's Order No. R4 2015-2046 must
11 be withdrawn and rescinded as to Chemtura.

12 **B. Chemtura's Obligations at the Site Have Been Met**

13 The conduct at issue in Order No. R4 2015-2046 has been attributed to parties other
14 than Chemtura and occurred during ownership and operation of the Site by others after the sale of
15 the Site in 1996 and after the Bankruptcy proceedings. Furthermore, Chemtura's records indicate
16 that its remediation work at the Site was near completion, awaiting final input from the Regional
17 Water Board. Accordingly, even without the bankruptcy discharge of Chemtura, any action by the
18 Regional Water Board against Chemtura with respect to the Site is unwarranted.

19 **5. THE MANNER IN WHICH PETITIONER IS AGGRIEVED**

20 The Regional Water Board's Order No. R4-2015-0246 places Chemtura in the untenable
21 position of expending significant resources to comply with provisions and requirements that
22 have been discharged and barred under the Confirmation Order and the Plan, and are also
23 the responsibility of others.

24 **6. THE SPECIFIC ACTION REQUESTED BY PETITIONER**

25 Based on this petition, evidence in the record and the arguments set forth in the
26 Statement of Points and Authorities, Petitioner requests that the State Water Board adopt and
27 issue an order striking Order No. R4-2015-0246 in its entirety as it applies to Petitioner and
28 barring the Regional Water Board from issuing any further orders to Petitioner related to or

1 arising out of the Site and to stay Order No. R4-2015-0246 as applied to Chemtura.

2 **7. A STATEMENT OF POINTS AND AUTHORITIES IN SUPPORT OF LEGAL**
3 **ISSUES RAISED IN THIS PETITION**

4 A Statement of Points and Authorities in support of this petition is submitted
5 concurrently as required by title 23, section 2050(a)(7) of the California Code of Regulations.

6 **8. A STATEMENT THAT THIS PETITION WAS SENT TO THE REGIONAL**
7 **WATER BOARD**

8 In accordance with Title 23, section 2050(a)(8) of the California Code of Regulations,
9 Chemtura sent by email and/or by facsimile, with hard copy to follow, a true and correct copy of
10 this petition and the accompanying Statement of Points and Authorities, on December 30,
11 2015, to the Regional Water Board at the following address:

12 Samuel Unger P.E., Executive Officer
13 Los Angeles Regional Water Quality Control Board
14 320 West 4th Street Suite 200
15 Los Angeles, CA 90013

16 Petitioner sent by email and/or by facsimile, with hard copy to follow, a separate
17 copy of the petition and the Statement of Points and Authorities to: Mr. Dok Choe,
18 ExxonMobil Environmental Service Company, 12851 E. 166th Street Cerritos, CA
19 90703 and Mr. Mark S. Granger, 19510 Alameda, LLC 19530 Alameda Street, Rancho
20 Dominguez, CA 90221.

21 **9. A STATEMENT REGARDING WHETHER PETITIONER RAISED**
22 **THE SUBSTANTIVE ISSUES OR OBJECTIONS IN THE PETITION TO**
23 **THE REGIONAL WATER BOARD**

24 Petitioner raised the substantive issues and objections set forth in this petition to the
25 Regional Water Board in a letter written and submitted to the Regional Water Board by
26 Petitioner's Bankruptcy Counsel Debevoise & Plimpton LLP on December 29, 2015 (Exhibit
27 A).

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1 **10. CHEMTURA REQUESTS THE STATE BOARD STAY THE REGIONAL**
2 **WATER BOARD ORDER PENDING RESOLUTION OF THE PETITION**

3 **A. Failure to Stay the Order will cause Chemtura Substantial Harm**

4 The Confirmation Order and the Plan resolved and discharged Chemtura's obligations and
5 liabilities related to or arising out of the Site. Any attempt by the Regional Water Board to compel
6 Chemtura to expend funds and devote resources to comply with the dictates of Order No. R4-
7 2015-0246 would cause substantial financial harm to the employees and shareholders/owners of
8 Chemtura. Furthermore, expending funds and resources to address obligations and liabilities that
9 have been discharged would run counter to and potentially violate the corporate by-laws, which
10 govern Chemtura's operations.

11 **B. A Stay Will not Cause Substantial Harm to the Public or other Interested**
12 **Persons**

13 Regional Water Board Order R4 No.-2015-0246 named Chemtura, ExxonMobil
14 Corporation and 19510 Alameda LLC as "the parties responsible for discharges of waste or the
15 suspected discharges of waste" at the Site. The "Order requires the entities named ... to prepare
16 and submit technical and/or monitoring reports ..." to the Regional Water Board. Staying the
17 Order as applied to Chemtura will not cause substantial harm, or any harm to the public as
18 ExxonMobil and/or 19510 Alameda will be able to undertake the tasks required in the Order and
19 protect the interests of the public. Furthermore, neither ExxonMobil nor 19510 Alameda would
20 suffer substantial harm by staying the Order as to Chemtura as any "Claims" that either may have
21 had against Chemtura would have been adjudicated in the Bankruptcy Proceedings and would
22 have been settled or discharged under the Confirmation Order and the Plan in 2010.

23 **C. Substantial Questions of Law Exist Regarding the Issuance and Enforcement**
24 **of the Order Against Chemtura**

25 The Regional Water Board's decision to name Chemtura a responsible party in Order No.
26 R4-2015-0246 and the attempt by the Regional Water Board to enforce the Order has or will
27 create a conflict between the Water Code and the Confirmation Order and Plan issued by the
28 United States Bankruptcy Court for the Southern District of New York. A stay is necessary to
avoid placing Chemtura in the untenable position of having to decide whether to comply with the

1 Confirmation Order and Plan and risk being penalized under the Water Code or violate the
2 Confirmation Order and Plan.

3

4 DATED: December 30, 2015

SEDGWICK LLP

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6

By: /s/ Scott D. Mroz

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Scott D. Mroz

8

Earl L. Hagström

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Attorneys for Petitioner

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CHEMTURA CORPORATION

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Exhibit A

December 29, 2015

VIA OVERNIGHT MAIL

Samuel Unger, P.E.
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013

Re: Chemtura Corporation / Former Witco Southwest Facility 19530 Alameda Street, Rancho Dominguez, CA 90221 (SCP No. 0562, Site Id No. 2040095)

Dear Mr. Unger:

I write to you as restructuring counsel for Chemtura Corporation (“**Chemtura**”), which was formerly known as Witco Corporation, in relation to the November 30, 2015 letter that you sent and accompanying Order to Provide Technical and Monitoring Reports (the “**Order**”) concerning the above-referenced site (the “**Site**”). As explained in more detail below, Chemtura has been discharged from all of its obligations relating to the Site as a result of its chapter 11 reorganization several years ago. Any attempt to pursue Chemtura for such obligations, including ordering technical and monitoring reports relating to the Site, violates federal law and a federal bankruptcy court injunction. Therefore, we request that the Los Angeles Regional Water Quality Control Board (the “**Regional Board**”) confirm in writing that it will rescind the Order with respect to Chemtura and cease and desist from pursuing Chemtura in relation to the Site.

Chemtura’s Chapter 11 Case and Discharge of Claims Relating to the Site

On March 18, 2009 (the “**Petition Date**”), Chemtura and several of its subsidiaries (collectively, the “**Debtors**”) each commenced a case under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”). The Debtors’ chapter 11 cases were jointly administered under case number 09-11233 (REG).

On November 3, 2010, the Bankruptcy Court entered an order (the “**Confirmation Order**”) confirming the *Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al.* (the “**Plan**”) [Dkt. No. 4409]. On November 10, 2010, the

“Effective Date” under the Plan occurred, and the Debtors emerged from chapter 11 as reorganized companies.

Section 1141 of the Bankruptcy Code provides, in relevant part, that the confirmation of a chapter 11 plan “discharges the debtor from any *debt* that arose before the date of such confirmation.” 11 U.S.C. § 1141(d)(1)(A) (emphasis added). Section 524 of the Bankruptcy Code further provides that a discharge “operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover or offset any such *debt* as a personal liability of the debtor.” 11 U.S.C. § 524(a)(2) (emphasis added).

The Bankruptcy Code defines “debt” as “liability on a claim,” 11 U.S.C. § 101(12), and defines “claim” as “a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, *contingent*, matured, *unmatured*, disputed, undisputed, legal, equitable, secured, or unsecured . . .” 11 U.S.C. § 101(5)(A) (emphasis added); *see also* H.R. Rep. No. 95-595, at 309 (1977), reprinted in 1978 U.S.C.C.A.N. 5963, 6266; S. Rep. No. 95-989, at 21, reprinted in 1978 U.S.C.C.A.N. 5787, 5807 (noting that “[b]y this broadest possible definition [of the term ‘claim’] . . . the bill contemplates that all legal obligations of the debtor, no matter how remote or contingent, will be able to be dealt with in the bankruptcy case . . . [and] permits the broadest possible relief in the bankruptcy court.”).

Consistent with sections 101, 524 and 1141 of the Bankruptcy Code, paragraphs 141-147 of the Confirmation Order provide explicitly that the confirmation of the Plan results in the permanent injunction of “Claims” arising before the Effective Date. [Dkt. No. 4409]. Section 1.1.27 of the Plan defines “Claim” as “any claim against a Debtor or, to the extent specifically referenced in the Plan, a Non-Debtor Affiliate, as defined in section 101(5) of the Bankruptcy Code.”

The Bankruptcy Code’s definition of “claim”, which is incorporated into the Plan, is “designed to ensure that ‘all legal obligations of the debtor, *no matter how remote or contingent*, will be able to be dealt with in the bankruptcy case.’” *Cal. Dep’t of Health Servs. v. Jensen (In re Jensen)*, 995 F.2d 925, 929 (9th Cir. 1993) (emphasis omitted) (citations omitted). This broad definition:

performs a vital role in the reorganization process by requiring, in conjunction with the bar date, that all those with a potential call on the debtor’s assets, provided the call in at least some circumstances could give rise to a suit for payment, come before the reorganization court so that those demands can be allowed or disallowed and their priority and dischargeability determined.

Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp., 266 B.R. 575, 580 (S.D.N.Y. 2001) (citation omitted).

Importantly, with respect to any potential environmental liability relating to the Site, the Second Circuit Court of Appeals has held that a debtor's environmental cleanup obligation is a "claim" under the Bankruptcy Code that arises at that time of the release of contamination, regardless of when such contamination is discovered or ultimately cleaned up. *See In re Chateaugay Corp.*, 944 F.2d 997, 1005-1006 (2d Cir. 1991) (assessing cleanup obligations under CERCLA). Notably, any potential liability of Chemtura with respect to the Site could only result from a release that occurred before the Petition Date, because Chemtura had no connections with the Property during or after its chapter 11 case. Accordingly, such potential liability would constitute a claim that arose before the Petition Date and was discharged under the Bankruptcy Code and the Plan.

The Los Angeles Regional Water Quality Control Board Had Sufficient Notice to File a Proof of Claim for the Site

In order to discharge its prepetition claims, a debtor must provide its creditors with the opportunity to file such claims in the bankruptcy case so that they may be addressed as part of the chapter 11 plan. *See Daewoo Int'l. (Am.) Corp. Creditor Trust v. SSTS Am. Corp.*, 2003 WL 21355214, *3 (S.D.N.Y. June 11, 2003). The Debtors did exactly this in their chapter 11 cases. Specifically, on August 21, 2009, the Bankruptcy Court entered an order (the "**Bar Date Order**"), which required any person or entity asserting a claim that arose against Chemtura or the other Debtors before the Petition Date to file a proof of such claim with the Bankruptcy Court on or before October 30, 2009 (the "**Bar Date**"). [Dkt. No. 992] The Bar Date Order provided that anyone who fails to timely file a proof of claim is forever barred from asserting the claim against the Debtors, including Chemtura.

Chemtura mailed a general notice of the Bar Date to known creditors, including the Regional Board. As a supplement to mailing the general Bar Date notice, Chemtura also published notice of the Bar Date in newspapers throughout the country, including the *Los Angeles Times*, to reach any potential unknown holders of tort and environmental claims. *See DePippo v. Kmart Corp.*, 335 B.R. 290, 296 (S.D.N.Y. 2005) ("It is well-settled that when a creditor is 'unknown' to the debtor[,] publication notice of the claims bar date is adequate constructive notice sufficient to satisfy due process requirements . . ."); *In re Chateaugay Corp.*, 2009 WL 367490 at *5 (Bankr. S.D.N.Y. Jan. 14, 2009) ("[F]or unknown creditors whose identities or claims are not reasonably ascertainable, and for creditors who hold only conceivable, conjectural or speculative claims, constructive notice of the bar date by publication is sufficient.").

The Second Circuit's analysis in *Chateaugay* confirms Chemtura's position with respect to discharge of any liability relating to the Site. In that case, the Second Circuit rejected the EPA's argument that the debtor (ITV) could not discharge its environmental liabilities at certain environmental sites. The Second Circuit observed:

True, EPA does not yet know the full extent of the hazardous waste removal costs that it may one day incur and seek to impose upon LTV, and it does not yet even know the location of all of the sites at which such wastes may yet be found. But the location of these sites, the determination of their coverage by CERCLA, and the incurring of response costs by EPA are all steps that may fairly be viewed, in the regulatory context, as rendering EPA's claim "contingent," rather than as placing it outside the Code's definition of "claim."

In re Chateaugay Corp., 944 F.2d at 1006.

Here, just as in *Chateaugay*, the Regional Board was aware of Chemtura and its predecessor companies before the Bar Date and had already identified the Site well before the Petition Date. In addition, *Chateaugay* involved a dispute concerning the dischargeability of response costs, which include costs of monitoring a site, similar to the monitoring costs sought to be imposed on Chemtura by the Regional Board pursuant to the Order. Notwithstanding the foregoing and its receipt of actual notice of the Bar Date, the Regional Board never filed a proof of claim with respect to the Site.¹ As a result, the Regional Board is now enjoined under the Bankruptcy Code and the Plan from pursuing any claims against Chemtura, or seeking to impose any obligations upon Chemtura, with respect to the Site.

Lastly, I note that the concern you have raised in your notice has been attributed to Exxon's ownership and operation of the site subsequent to Chemtura's sale of the site to Exxon. Furthermore, Chemtura's records indicate that its remediation work at the site was near completion, awaiting final input from the Regional Board. Accordingly, it would appear that, even without the bankruptcy discharge of Chemtura, any action by the Regional Board against Chemtura with respect to the Site is unwarranted.

As a result of its chapter 11 discharge, Chemtura no longer has any liability with respect to the Site. The order by the Regional Board, which purports to require Chemtura to incur costs and expenses in relation to monitoring and technical reports for the Site, therefore, violates the discharge injunction and the Plan. Please confirm to me in writing at your earliest possible convenience that the Regional Board will rescind the Order as it applies to Chemtura and cease and desist from all actions against Chemtura with respect

¹ By contrast, the California Department of Toxic Substances Control, the California Regional Water Control Board, Santa Ana Region, the California Regional Water Control Board, San Francisco Bay Region, the State Water Resources Control Board and the Environmental Protection Agency, among other governmental units, filed numerous proofs of claim in Chemtura's chapter 11 case for alleged environmental clean-up obligations, and all of such proofs of claim were addressed and resolved in the chapter 11 case by either objection or settlement.

Mr. Samuel Unger

5

December 29, 2015

to the Site. I would be happy to speak with you directly to resolve any questions that you have with respect to this matter.

Sincerely yours,


Craig A. Bruens *12/29/15*

Cc: Ms. Kirstin Etela, Esq.

Exhibit B



Los Angeles Regional Water Quality Control Board

November 30, 2015

Ms. Billie Flaherty
Chemtura Corporation
199 Benson Road
Waterbury, CT 06749

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7003 1680 0004 1561 5052

Mr. Dok Choe
ExxonMobil Environmental Services Company
12851 E. 166th Street
Cerritos, CA 90703

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7003 1680 0004 1561 5083

Mr. Mark S. Granger
19510 Alameda, LLC
19530 Alameda Street
Rancho Dominguez, CA 90221

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7003 1680 0004 1561 5090

**SUBJECT: REQUIREMENT FOR TECHNICAL AND MONITORING REPORTS
PURSUANT TO CALIFORNIA WATER CODE SECTION 13267 ORDER R4-
2015-0246**

**SITE: FORMER WITCO SOUTHWEST FACILITY 19530 ALAMEDA STREET,
RANCHO DOMINGUEZ, CA 90221 (SCP NO. 0562, SITE ID NO. 2040095)**

Dear Ms. Flaherty, Mr. Choe and Mr. Granger:

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the State regulatory agency responsible for protecting water quality in Los Angeles and Ventura Counties. To accomplish this, the Regional Board issues investigative orders authorized by the Porter-Cologne Water Quality Control Act (California Water Code [CWC], Division 7).

Regional Board records indicate that in 2009 Chemtura Corporation suspended all environmental assessment and cleanup activities at the referenced site. Recently Regional Board staff has reviewed the technical documents and information in the file, and determined that the extent of groundwater impacts with total petroleum hydrocarbons (TPH) and volatile organic compounds (VOCs) has not been fully defined.

Enclosed is a Regional Board Order (Order) requiring submittal of technical and monitoring reports, pursuant to CWC section 13267, documenting the current conditions of the site, and to document all previous site assessment and remediation work performed at the site.



Chemtura, ExxonMobil and 19510 Alameda LLC - 2 -
Former Witco Southwest Facility

November 30, 2015
SCP No. 0562

If you have any questions regarding this project, please contact Dr. Kwang-il Lee at (213) 576-6734 or Kwangil.Lee@waterboards.ca.gov.

Sincerely,


Samuel Unger, P.E.
Executive Officer

cc:

Matthew Sokol, Chemtura Corporation
Ray Ramirez, ExxonMobil Lubricants & Petroleum Specialties Company



EDMUND G. DREW JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Los Angeles Regional Water Quality Control Board

**ORDER TO PROVIDE TECHNICAL
AND MONITORING REPORTS**

INVESTIGATIVE ORDER NO. R4-2015-0246

**CALIFORNIA WATER CODE SECTION 13267
DIRECTED TO
CHEMTURA CORPORATION, EXXONMOBIL CORPORATION, AND 19510
ALAMEDA LLC.**

**FORMER WITCO SOUTHWEST FACILITY
19530 ALAMEDA STREET, RANCHO DOMINGUEZ, CA 90221
[SITE CLEANUP NO. 0562, SITE ID NO. 2040095]**

**ON
NOVEMBER 30, 2015**

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) makes the following findings and issues this Order pursuant to California Water Code (CWC) Section 13267 requiring Chemtura Corporation, ExxonMobil Corporation, and 19510 Alameda LLC to further assess the site located at 19530 Alameda Street, Rancho Dominguez (Site).

1. The former Witco Southwest (Witco) facility is a 5.16-acre property in unincorporated Rancho Dominguez, California, bounded by South Alameda Street to the west and commercial and industrial properties operated by JH World Express to the south, Green Mountain Corporation to the east, and Progressive Transportation Services to the north. In 1954, Battenfield Grease and Oil Company developed the southern portion of the Site (Assessor's Identification No. 7306-017-015) and used the property to manufacture lubricating oils and greases. In 1958, STA-Lube Inc. developed the northern parcel (Assessor's Identification No. 7306-017-016) of the Site for the manufacture of lubricating oils and greases, waterless hand cleaner and gasoline additives. Southwest Grease and Oil, which was a division of Crompton Corporation (formerly CK Witco Corporation), purchased the northern and southern parcels in 1977 and continued to manufacture oils and greases until 1996; the Site was sold to Exxon Company (now ExxonMobil) in 1996. ExxonMobil continued similar operations for several years before decommissioning the grease and oil formulation equipment and the tank farm in 2001 in preparation for sale of the Site. In 2005, Crompton Corporation and Great Lakes Chemical merged to become Chemtura Corporation. On March 18, 2009, Chemtura Corporation filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code; Chemtura Corporation ceased all environmental

WALTER S. REED CONSULTING | 15300 W. 10TH STREET, SUITE 100, LOS ANGELES, CA 90024

320 West 4th St., Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

activities related to the Site effective July 10, 2009. It appears that the current landowner of the Site is 19510 Alameda LLC. The southern parcel of the Site has been leased to JR Trucking, Inc.

2. California Water Code section 13267(b)(1) states, in part:

“In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or, discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the reports and the benefits obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.”

3. The Regional Board has evidence in the case file indicating that waste has been discharged, and continues to be discharged, at or from the Site. The Site historically included a raw-materials storage building, a manufacturing/packaging plant, a warehouse, and two tank farms containing 41 aboveground storage tanks that ranged in capacity from 4,000 to 100,000 gallons. Between 1988 and 2000, Witco conducted environmental evaluations, assessments and remedial actions at the Site. The major contaminants of concern at the Site are volatile organic compounds and petroleum hydrocarbons in soil and groundwater.

Site assessments identified four areas where waste is present in soil as follows (Figure 1):

- Area 1 – Hose Drip Area
- Area 2 – Tank Farm No. 1 and Catch Basin Area
- Area 3 – Railroad Spur Area
- Area 4 – Former Hand Cleaner Formulation Area

Witco operated a soil vapor extraction and bioventing system with air sparging wells from November 1997 to June 1999. In July 2000, CK Witco submitted two technical reports: *Additional Soil Remediation Alternatives Evaluation Report and Work Plan* (dated July 20, 2000) and *Human Health Risk Assessment Report for the Former Compton Plant* (dated July 11, 2000). In a letter dated September 19, 2000, Regional Board staff disapproved of Southwest Petro-Chem/Witco's request for a No Further Action letter, stating that additional remedial action was needed for portions of the Site because there were wastes at concentrations above the Risk Based Screening Levels in the Site soils. The Regional Board also requested CK Witco to submit a copy of a written statement for deed restrictions to the California Office of Environmental Health Hazard Assessment (OEHHA) for its complete risk evaluation. Since that time, there has been no further progress on site cleanup.

Witco conducted groundwater monitoring at the Site. Groundwater data collected during the September 1998 semi-annual groundwater monitoring event indicated the presence of 1,1-dichloroethane (1,1-DCA), 1,1-dichloroethene (1,1-DCE), benzene, 1,2-dichloroethane, 1,1,1-trichloroethane, and vinyl chloride in concentrations above their respective California Maximum Contaminant Levels (MCLs); in addition, total petroleum hydrocarbons (TPH) ranged from 92 milligrams per liter (mg/L) to 1,500 mg/L. Based on the *May 1999 Semi-Annual Groundwater Monitoring Report*, the 1,1-DCE and 1,1-DCA concentrations in down-gradient well MW-12 were 300 micrograms per liter ($\mu\text{g/L}$) and 220 $\mu\text{g/L}$, respectively. The concentrations of 1,1-DCE and 1,1-DCA in the groundwater at the Site exceed the MCL of 6 $\mu\text{g/L}$ for 1,1-DCE and 5 $\mu\text{g/L}$ for 1,1-DCA. Also, the maximum on-site concentration of 1,1,1-trichloroethane detected in groundwater was 1,400 $\mu\text{g/L}$. The Regional Board suspects that the groundwater contamination plume during the possession of ExxonMobil (1996 – 2002) and 19510 Alameda LLC (2002 – 2015) has further migrated off-site. In addition, based on the *Closure Report for Soil Vapor Extraction Remediation System for Former Compton Facility* dated December 1999, the Regional Board suspects that ExxonMobil discharged waste because ExxonMobil operated a business similar to CK Witco until ExxonMobil decommissioned the grease and oil formulation equipment on-site in 2001. Exceedance of MCLs constitutes pollution as defined in Water Code section 13050(l). The extent of groundwater impacts associated with the Site has not been fully delineated. Currently, there is no on-going groundwater monitoring for the Site.

4. This Order identifies Chemtura Corporation, ExxonMobil Corporation, and 19510 Alameda LLC as the parties as responsible for the discharges of waste or suspected discharges of waste described in paragraph 3, because Chemtura Corporation owned and operated on the property on which the waste has been discharged, ExxonMobil Corporation owned and conducted manufacturing and distribution operations at the property where there is or has been a potential for discharge of waste at or from the Site, and 19510 Alameda LLC owns the property where there is or has been a potential for discharge of waste at or from the Site. These entities have discharged, are discharging, or are suspected of having discharged or discharging waste within the Region.
5. This Order requires the entities named herein to prepare and submit technical and/or monitoring reports to complete the delineation of the vertical and lateral extent of waste in soil vapor, soil, and groundwater. You are expected to submit a complete report or reports as required by this Order. The Regional Board may reject the reports if not complete, or require revisions to the reports without issuing a new Order.
6. The burdens, including costs, of these reports bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The information is necessary to complete the lateral and vertical extent of the contaminant plume(s) originating from the former Witco site, to assure adequate cleanup of the former Witco site, and to assure that discharges of waste that could impact water quality will be addressed.
7. The issuance of this Order is an enforcement action by a regulatory agency and is categorically exempt from the provisions of the California Environmental Quality Act

(CEQA) pursuant to section 15321(a)(2), Chapter 3, Title 14 of the California Code of Regulations. This Order requires submittal of technical and/or monitoring reports and work plans. The proposed activities under the work plans are not yet known. It is unlikely that implementation of the work plans associated with this Order could result in anything more than minor physical changes to the environment. If the implementation may result in significant impacts on the environment, the appropriate lead agency will address the CEQA requirements prior to approval of any work plan.

8. Any person aggrieved by this action of the Regional Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at: http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

THEREFORE, IT IS HEREBY ORDERED that Chemtura Corporation, ExxonMobil Corporation, and 19510 Alameda LLC, pursuant to section 13267(b) of the California Water Code, are required to submit the following:

1. By **January 15, 2016**, submit a work plan to complete the delineation of the horizontal and vertical extent of affected soil, soil gas, and groundwater, and conduct a quarterly groundwater monitoring and sampling program. The work plan shall include a site summary describing all site assessment and environmental investigation activities completed to date, any change to facility and removal of chemical/oil storage tanks since 2001 and a list of current chemical uses at the Site. In addition, the work plan shall include a conceptual site model (CSM) that includes a written presentation with graphic illustrations of the discharge scenario, geologic cross-sections, waste fate and transport in soil matrix, soil vapor and groundwater, exposure pathways, sensitive receptors and other relevant information. The work plan must include a detailed schedule of the implementation of work, including field work and reporting of the results to the Regional Board.
2. The quarterly groundwater monitoring report must be submitted by the fifteenth day following the end of the quarter, as shown in the following schedule with the next report due on **July 15, 2016**:

<u>Reporting Period</u>	<u>Report Due Date</u>
January – March	April 15 th
April – June	July 15 th
July – September	October 15 th
October – December	January 15 th

3. The above items shall be submitted to:

Dr. Kwang Lee
Senior Water Resource Control Engineer
Remediation Section
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, CA 90013
Phone: (213) 576-6734
Email: KLEE@WATERBOARDS.CA.GOV

4. Pursuant to Water Code Section 13268 (a), any person who fails to submit reports in accordance with the Order is guilty of a misdemeanor. Pursuant to Section 13268 (b)(1) of CWC, failure to submit the required technical report described above by the specified due date(s) may result in the imposition of administrative civil liability by the Regional Board in an amount up to one thousand dollars (\$1,000) per day for each day the technical report is not received after the above due date. These civil liabilities may be assessed by the Regional Board for failure to comply, beginning with the date that the violations first occurred, and without further warning.
5. The State Water Resources Control Board adopted regulations (Chapter 30, Division 3 of Title 23 & Division 3 of Title 27, California Code of Regulation) requiring the electronic submittals of information (ESI) for all site cleanup programs, starting January 1, 2005. Currently, all of the information on electronic submittals and GeoTracker contacts can be found on the Internet at the following link:
http://www.waterboards.ca.gov/ust/electronic_submittal/index.shtml.


To comply with the above referenced regulation, you are required to upload all technical reports, documents, and well data to GeoTracker by the due dates specified in the Regional Board letters and orders issued to you or for the Site. However, the Regional Board may request that you submit hard copies of selected documents and data in addition to electronic submittal of information to GeoTracker. For your convenience, the GeoTracker Global ID for this site is SL376462469.

6. The Regional Board, under the authority given by Water Code section 13267(b)(1), requires you to include a perjury statement in all reports submitted under the 13267 Order. The perjury statement shall be signed by a senior authorized Chemtura Corporation, ExxonMobil Corporation, or 19510 Alameda LLC representative (not by a consultant). The perjury statement shall be in the following format:

"I, [NAME], certify under penalty of law that this document and all attachments were prepared by me, or under my direction or supervision, in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for

gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

SO ORDERED.


Samuel Unger, P.E.
Executive Officer

11-30-2015
Date

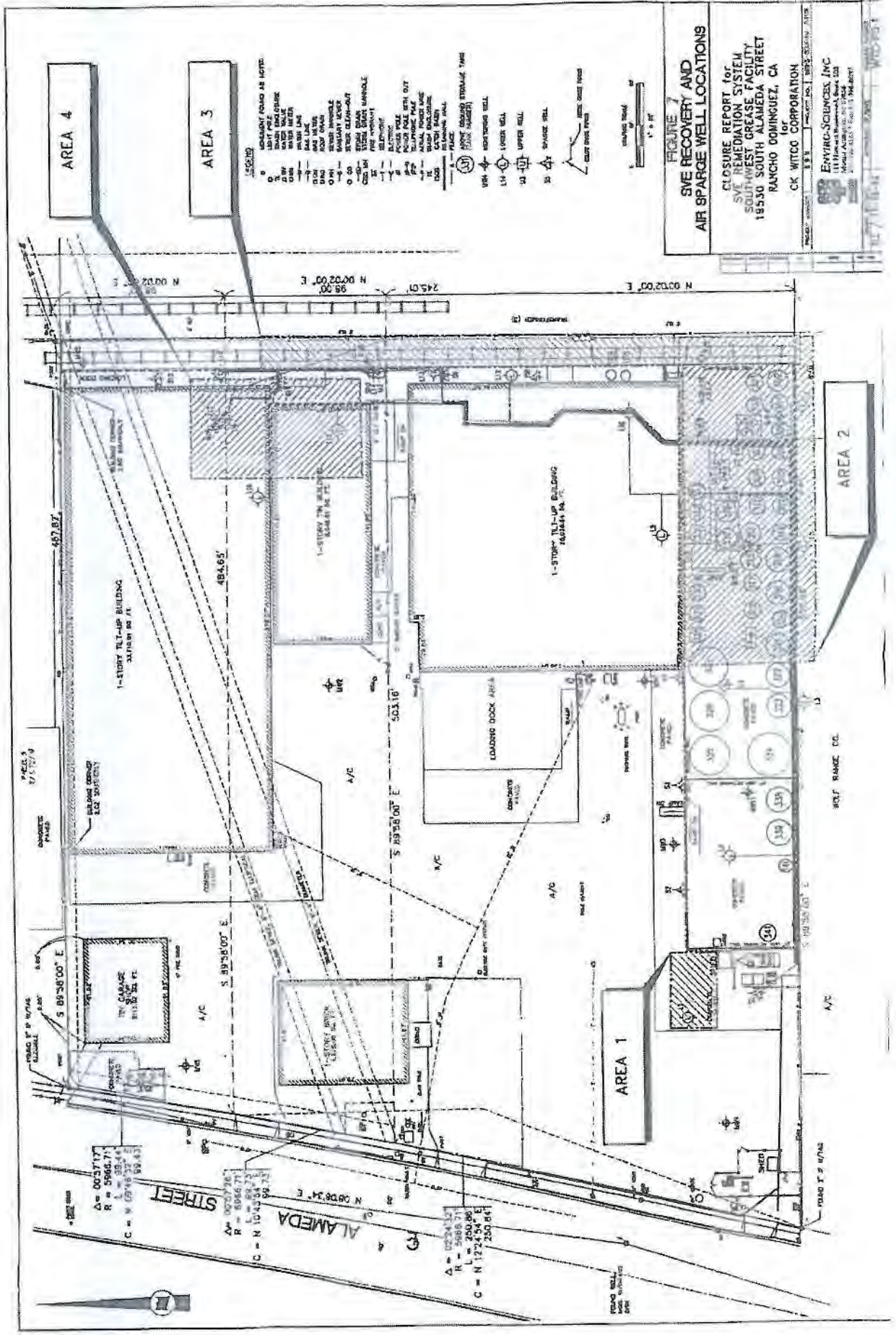


FIGURE 7
SVE RECOVERY AND AIR SPARGE WELL LOCATIONS

CLOSURE REPORT for
 SVE REMEDIATION SYSTEM
 SOUTHWEST GREASE FACILITY
 19530 SOUTH ALAMEDA STREET
 RANCHO DOMINGUEZ, CA

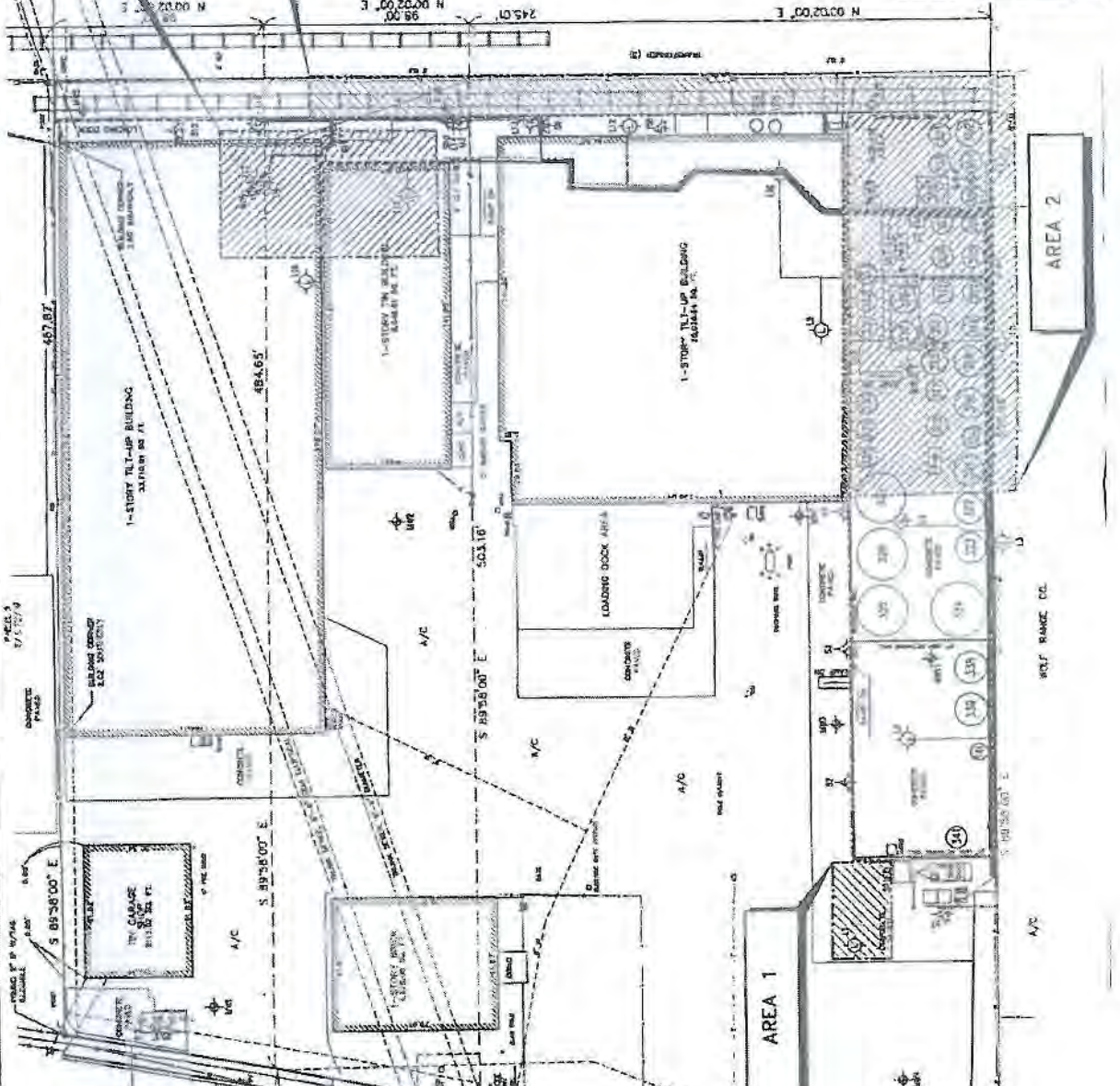
for
 CK MITCO CORPORATION

EMTRIO-SCIENCES, INC.
 11111 Alameda Street
 Alhambra, CA 91803
 (626) 286-1111
 www.emtrio.com

$\Delta = 003717$
 $R = 5960.71$
 $L = 33.44$
 $C = N 0916.33 E 93.43$

$\Delta = 002726$
 $R = 5066.71$
 $L = 69.22$
 $C = N 1042.54 E 94.74$

$\Delta = 020413$
 $R = 200.00$
 $L = 127.54$
 $C = N 127.54 E 250.84$



AREA 2

AREA 4

AREA 3

AREA 1

ALAMEDA STREET



Exhibit C

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
CHEMTURA CORPORATION, <i>et al.</i> , ¹	)	Case No. 09-11233 (REG)
Debtors.	)	Jointly Administered

**ORDER (A) SETTING A BAR DATE FOR FILING PROOFS
OF CLAIM, (B) APPROVING THE FORM AND MANNER FOR
FILING PROOFS OF CLAIM AND (C) APPROVING NOTICE THEREOF**

Upon the motion [Docket No. 872] (the “**Motion**”)² of Chemtura Corporation and its affiliated debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the “**Debtors**”) for entry of an order (a) establishing the deadline for filing claims in these chapter 11 cases, (b) approving the form and manner for filing such claims and (c) approving notice thereof; and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

² All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Motion.



1409; and notice of the Motion having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefor, and for all the reasons set forth on the record at the hearing held on August 17, 2009, including the factual findings made by the Court, which are all incorporated herein by reference, the (1) the objection by Karen Smith and certain other Diacetyl Plaintiffs and the International Brotherhood of Teamsters, dated August 12, 2009 [Docket No. 914] (as amended by Docket Nos. 920 and 924, the “**HF Objection**”) to the Motion (2) the joinder to the HF Objection filed by the Ad Hoc Committee of Tort Claimants, dated August 13, 2009 [Docket No. 919]; and (3) the joinder to the HF Objection filed by Irma Ortiz, Victor Mancilla and Ricardo Corona, dated August 14, 2009 [Docket No. 934] are overruled; and it is hereby ORDERED

1. The Motion is granted to the extent set forth herein.

2. Pursuant to Bankruptcy Rule 3003(c)(3), except as provided in paragraph 7 hereof, all persons and entities (including individuals, partnerships, corporations, joint ventures, trusts, and governmental units), holding or wishing to assert a claim, as that term is defined in section 101(5) of the Bankruptcy Code (each, a “**Claim**”), against any of the Debtors that arose on or prior to the filing of the Debtors’ chapter 11 cases on March 18, 2009 (the “**Petition Date**”, are required to file proof of such Claim (a “**Proof of Claim**”) pursuant to the procedures and on or before the deadlines (each a “**Bar Date**” and, collectively, the “**Bar Dates**”) established by this Order.

3. Except as expressly provided herein, each and every Proof of Claim for a Claim that arose before the Petition Date against any of the Debtors, including a Claim pursuant to section 503(b)(9) of the Bankruptcy Code, in these chapter 11 cases shall be actually received on or before **October 30, 2009 at 5:00 p.m. (Pacific Time)** (the “**Bar Date**”).

4. Pursuant to Bankruptcy Rule 3003(c)(2), all creditors that fail to comply with this Order by timely filing a Proof of Claim in appropriate form shall not be treated as a creditor with respect to such Claim for purposes of voting on a chapter 11 plan and distribution thereunder on account of such Claim.

5. The standard form of Proof of Claim (the “**Proof of Claim Form**”) attached hereto as Exhibit A is hereby approved.

6. The following rules shall govern the completion and filing of each Proof of Claim:

- a. each Proof of Claim must conform substantially with the Proof of Claim Form or Official Form No. 10;
- b. all Proofs of Claim must be **actually received** no later than **5:00 p.m. (Pacific Time) on October 30, 2009** at the following address:

**Chemtura Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245**

Proofs of Claim must be delivered to the above address by first-class U.S. mail (postage prepaid), in person, by courier service, or by overnight delivery;

The Debtors’ notice and claims agents, Kurtzman Carson Consulting LLC (“KCC”), will not accept a Proof of Claim sent by facsimile or e-mail;

- c. each Proof of Claim will be deemed filed only when received;
- d. each Proof of Claim must: (i) be signed by the creditor or if the creditor is not an individual, by an authorized agent of the creditor; (ii) be written in English; (iii) include a Claim amount denominated in United States dollars; (iv) state a Claim against only one Debtor; and (v) clearly indicate the Debtor against which the creditor is asserting a Claim;
- e. each Proof of Claim must include supporting

documentation (or, if such documentation is voluminous, a summary of such documentation) or an explanation as to why such documentation is not available; and

- f. a creditor who wishes to receive acknowledgment of receipt of its Proof of Claim Form may submit a copy of the Proof of Claim Form and a self-addressed, stamped envelope to KCC along with the original Proof of Claim Form.

7. Parties are not required to submit Proofs of Claim in accordance with the procedures established herein for the following categories of Claims:

- a. any Claim for which the creditor has already filed a Proof of Claim with the Clerk of the Bankruptcy Court in a format that is substantially similar to Official Bankruptcy Form No. 10;
- b. any Claim that is listed on the Debtors' Schedules; provided, however, that: (i) the Claim is not scheduled as "disputed," "contingent" or "unliquidated;" (ii) the Claimant does not disagree with the amount, nature and priority of the Claim as set forth in the Schedules; and (iii) the Claimant does not dispute that the Claim is an obligation of the specific Debtor(s) as set forth in the Schedules;
- c. any Claim that already has been allowed by an order of the Bankruptcy Court that was entered before October 30, 2009 at 12:00 p.m. (Eastern Time);
- d. any Claim that has been paid in full by any of the Debtors or any other party;
- e. any Claim for which the Bankruptcy Court has already set a different filing deadline by an order entered before October 30, 2009 at 12:00 p.m. (Eastern Time);
- f. any Claim held by one Debtor in these Chapter 11 Cases against any of the other Debtors;
- g. any Claim held by any direct or indirect non-Debtor subsidiary or affiliate of Chemtura Corporation against any of the Debtors;
- h. any Claim held by a current employee of any of the Debtors, to the extent that the Debtors were authorized by

the Court to honor those claims in the ordinary course of their business such as for undisputed wages and benefits. For the avoidance of doubt, current employees must file proofs of claim by the Bar Date for all other claims against the Debtors arising before March 18, 2009, including claims for wrongful termination, discrimination, claims covered by the Debtors' workers' compensation insurance and any other workplace injury or other litigation claims. Employees MUST file a Proof of Claim by the Bar Date for all employee litigation Claims and disputed Claims;

- i. any Claim held by a former employee of any of the Debtors for retirement benefits, including medical, surgical or hospital care benefits, or benefits in the event of sickness, accident, disability or death under any plan, fund or program (through the purchase of insurance or otherwise) maintained or established in whole or in part by the Debtors before March 18, 2009;
- j. any Claim related to an Employee Qualified Pension Plan of any of the Debtors or their predecessors, including but not limited to the Chemtura Corporation Pension Plan;
- k. any Claim that is limited exclusively to the repayment of principal, interest and/or other applicable fees and charges ("**Debt Claim**") owed under any bond or note issued by the Debtors pursuant to an indenture (a "**Debt Instrument**"); except, (i) an indenture trustee under a Debt Instrument (the "**Indenture Trustee**") MUST file one Proof of Claim by the Bar Date with respect to all of the amounts owed under each of the Debt Instruments and (ii) any holder of a Debt Claim wishing to assert any Claim besides a Debt Claim, including any litigation Claim, arising out of or relating to a Debt Instrument, MUST submit a Proof of Claim by the Bar Date;
- l. any Claim that is based on an interest in an equity security of the Debtors; except, that any party wishing to assert a Claim against any of the Debtors for damages or rescission based on the purchase or sale of an equity security, or any other litigation Claim related to the Debtors' equity securities, MUST submit a Proof of Claim by the Bar Date; and
- m. any Claim allowable under sections 503(b) and 507(a)(1) of the Bankruptcy Code as expenses of administration, including claims for goods and services provided to, and

accepted by, the Debtors after March 18, 2009, except any party wishing to assert a Claim allowable under section 503(b)(9) of the Bankruptcy Code for goods provided to and accepted by the Debtors within 20 days before March 18, 2009, MUST file a Proof of Claim by the Bar Date.

8. In the event the Debtors amend or supplement their schedules of liabilities (collectively, the “**Schedules**”), the Debtors shall give notice of any amendment or supplement to the holders of any Claim affected thereby, and such holders shall be afforded thirty (30) days from the date on which such notice is given or until the Bar Date, if the Bar Date is later, to file a Proof of Claim with respect to their Claim or be forever barred from doing so.

9. The holder of any Claim that arises from the Debtors’ rejection of any executory contract or unexpired lease after the date of entry of this Order shall file a Proof of Claim based on such rejection by the later of (a) the Bar Date, (b) a date provided in an order authorizing the Debtors to reject (or notice of rejection of) an executory contract or unexpired lease or (c) if no date is provided, thirty (30) days after the date of any order authorizing such rejection or notice of such rejection is entered.

10. The Debtors, with the assistance of KCC, are hereby authorized and directed to serve the following materials by first-class U.S. mail, postage prepaid, on all known creditor holding actual or potential Claims before, on or as soon as reasonably practicable after August 31, 2009: (a) written notice of the Bar Date in substantially the form annexed hereto as Exhibit B, (the “**General Bar Date Notice**”); and (b) the Proof of Claim Form (collectively, the “**Bar Date Package**”).

11. The General Bar Date Notice and the Form of Site Specific Mailing Notice and Actual Site Specific Mailing Notices, substantially in the forms attached hereto as Exhibits B, C and D, are hereby approved; provided, however, that the Debtors shall modify the Site Specific

Mailing Notices for claims related to exposure to diacetyl to reflect Reasonable Suggestions (as defined below), if any, provided by either the diacetyl claimants who objected to the Motion (the “**Diacetyl Claimants**”) or the statutory committee of unsecured creditors appointed in these chapter 11 cases (the “**Creditors’ Committee**” and, together with the Diacetyl Claimants and the Debtors, the “**Parties**”), to the extent that such suggestions are provided to the Debtors before August 24, 2009 at 12:00 noon EDT. For purposes of this Order, Reasonable Suggestions shall include reasonable: (a) revisions to sentences or clauses in the proposed form of Site-Specific Mailing Notices and Site-Specific Publication Notices attached to the Motion for potential diacetyl exposure; (b) additions to the proposed list of geographical regions to be covered by Site-Specific Mailing Notices and Site-Specific Publication Notices for potential diacetyl exposure; and/or (c) additions of particular individuals to the Debtors list of parties who will receive direct mailing notices, including (to the extent a site of potential exposure is identified by the party requesting the addition) appropriate Site-Specific Mailing Notices. To the extent that a proposed revision or addition is suggested to the Debtors before August 24, 2009 at 12:00 noon EDT and the Debtors do not agree that the proposal is reasonable, the Debtors shall so notify the Court on or before August 24, 2009 at 4:00 p.m. EDT so that a telephonic hearing may be scheduled to determine whether the proposal is reasonable. To minimize the likelihood of disputes, the Parties are directed to meet and confer in good faith regarding potential proposed revisions or additions to the notices before August 24, 2009.

12. KCC is further authorized and directed to mail the Bar Date Package on or as soon as reasonably practicable after August 31, 2009 to the following parties:

- a. the United States Trustee for the Southern District of New York (the “**US Trustee**”);
- b. counsel to the agent for the Debtors’ prepetition and postpetition secured lenders;

- c. counsel to the Creditors' Committee;
- d. all persons or entities that have requested notice of the proceedings in the Chapter 11 Cases;
- e. all persons or entities that have filed Claims against the Debtors as of the date of entry of the Bar Date Order;
- f. all creditors and other known holders of Claims against the Debtors as of the date of entry of the Bar Date Order, including all persons or entities listed in the Schedules as holding Claims against one or more of the Debtors;
- g. all parties to the Debtors' executory contracts and unexpired leases as listed on the Schedules;
- h. all parties to litigation with the Debtors or, where individual addresses are not available, through their counsel of record;
- i. the Internal Revenue Service;
- j. the United States Attorney for the Southern District of New York on behalf of the Environmental Protection Agency, and other agencies and instrumentalities of the United States of America;
- k. state attorneys general for states in which the Plant and Disposal Sites are located; and
- l. the Debtors' current employees, and former employees, to the extent that contact information for former employees is available in the Debtors' records.

13. The Debtors are further directed, with the assistance of KCC, to include the following information on every Proof of Claim Form that they supply to a creditor whose Claim is listed on the Debtors' Schedules: (a) the amount of such creditor's Claim against the applicable Debtor (if such information is reasonably ascertainable), as reflected in the Schedules; (b) the type of Claim held by such creditor (i.e., non-priority unsecured, priority unsecured or secured), as reflected in the Schedules; and (c) whether such Claim is contingent, unliquidated or disputed as reflected in the Schedules. Any person or entity that receives the Proof of Claim

Form is authorized to correct any incorrect information contained in the name and address portion of such form.

14. The Debtors are hereby authorized to provide supplemental mailings of the Bar Date Package as may be necessary in situations, including, without limitation, (a) notices that are returned by the post office with forwarding addresses, (b) certain parties acting on behalf of parties in interest (e.g., banks and brokers with respect to bondholders and equity holders) that decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing and (c) additional potential creditors that become known as the result of the Bar Date noticing process. Such mailings made at any time up to 23 days in advance of the Bar Date are hereby deemed timely. Notwithstanding the foregoing, the Debtors shall not be required to provide any additional notice to any creditor to whom the Debtors mailed the Bar Date Package in accordance with the terms of this Order and such notice was returned to the Debtors as undeliverable without a forwarding address.

15. Pursuant to Bankruptcy Rule 2002(f), the Debtors shall give notice of the Bar Dates by publishing the Bar Date Notice, modified for publication in substantially the form annexed hereto as Exhibit E (the “**General Publication Notice**”), in *The New York Times* and *USA Today* on one occasion on or before September 15, 2009, subject to applicable publication deadlines, but in no event later than September 30, 2009. The General Publication Notice shall include a telephone number that creditors may call to obtain copies of the Proof of Claim Form, a URL for a website where the creditors may obtain a copy of a Proof of Claim Form, and information concerning the procedures for filing Proofs of Claim. The Debtors are authorized to enter into such transactions to cause such publication to be made and to make reasonable payments required for publication.

16. The Debtors shall also give notice of the Bar Dates by publishing certain Site-Specific Publication Notices, modified for publication in substantially the form attached hereto as Exhibit G, in the publications listed in Exhibit H to the Motion, on one occasion on or before September 15, 2009, subject to applicable publication deadlines, but in no event later than September 30, 2009; provided, however, that the Debtors shall modify the Site Specific Mailing Notices for claims related to exposure to diacetyl to reflect Reasonable Suggestions, if any, provided by either the Diacetyl Claimants or the Creditors' Committee, to the extent that such suggestions are provided to the Debtors before August 24, 2009 at 12:00 noon EDT. The Debtors are authorized to enter into such transactions to cause such publication to be made and to make reasonable payments required for publication.

17. The forms of the General Publication Notice and the Form of Site-Specific Publication Notices and Actual Site Specific Publication Notices substantially in the form attached hereto as Exhibits E, F and G, as modified to reflect Reasonable Suggestions, if any, are hereby approved.

18. The scope of publication notice substantially in the form as listed on Exhibit H attached hereto, as modified to include Reasonable Suggestions, if any, is appropriate and is hereby approved.

19. The Debtors, with the assistance of KCC, are authorized to mail the Bar Date Notice to counsel for the Represented Litigation Claimants for whom the Debtors lack personal information, and such notice is reasonable and adequate.

20. The Debtors' review of their books and records and procedures for ascertaining and identifying known creditors as described in the Motion constitutes sufficient review to have identified all creditors who are reasonably ascertainable as required under applicable case law.

21. The Debtors are authorized to establish additional Bar Dates, as necessary, (the “**Supplemental Bar Dates**”) with respect to (a) creditors as to whom a remailing of the Bar Date Package is appropriate, but which cannot be accomplished in time to provide at least 23 days’ notice of the Bar Date, (b) retirees who may be required to file a proof of claim if the Debtors amend retiree benefits under section 1114 of the Bankruptcy Code, (c) employees who may be required to file a proof of claim if the Debtors reject or modify certain of their collective bargaining agreements under section 1113 of the Bankruptcy Code, and (d) other known creditors for which notice was inadvertently not given; provided, however, that the Debtors obtain the written consent of the Creditors’ Committee before establishing a Supplemental Bar Date; provided, further, that the Debtors advise the Court of a Supplemental Bar Date by filing notice of such Supplemental Bar Date which identifies the Supplemental Bar Date and the creditors subject thereto. In the event the Debtors establish a Supplemental Bar Date, the Debtors shall mail a Bar Date Package, modified to include the Supplemental Bar Date, to claimants who are subject to the Supplemental Bar Date not less than 23 days before any Supplemental Bar Date.

22. Notice of the Bar Dates as set forth in this Order and in the manner set forth in the Motion (including the Bar Date Notice, the Bar Date Package, the General Publication Notice, the Site-Specific Publication Notices, and any supplemental notices that the Debtors may send from time to time), as modified to reflect Reasonable Suggestions, if any, constitutes adequate and sufficient notice of each of the Bar Dates (including with respect to any environmental or tort Claims arising from or relating to the Debtors’ or their predecessors’ businesses), and satisfies the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York and General Order M-279.

23. The Debtors are authorized, in their discretion and upon the written consent of the Creditors' Committee, to extend a Bar Date by stipulation where the Debtors determine that such extension is in the best interests of the Debtors and their estates.

24. Solely as an accommodation to the Prepetition Agent,¹ the Debtors hereby agree to permit the Prepetition Agent to file a single consolidated proof of claim under the Existing Credit Agreement against all Debtors obligated under the Existing Credit Agreement in this procedurally consolidated case, No. 09-11233 (REG); provided, however, that nothing contained herein shall affect the right of any Remaining Prepetition Lender to file its own proof(s) of claim or to separately vote the amount of its respective claim(s) based upon its participation/interest in the amount outstanding as of the Petition Date under the Existing Credit Agreement with regard to any plan of reorganization for which solicitation of acceptances will be sought in the Cases; provided, further, however, that the proof of claim filed by the Prepetition Agent shall set forth in reasonable detail the basis and amount of the claims asserted against each Debtor pursuant to the Existing Credit Agreement, as required by the Bankruptcy Code, the Bankruptcy Rules and any applicable order of the Court in these Cases. Such a consolidated proof of claim shall be deemed a valid proof of claim against each Debtor obligated under the Existing Credit Agreement, and the Prepetition Agent shall not be required to file a proof of claim in the separate case of each Debtor obligated under the Existing Credit Agreement. The Prepetition Agent shall not be required to amend such proof of claim to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims.

¹ This term shall have the meaning prescribed in the final order of the Court entered on April 29, 2009 authorizing the Debtors' post-petition financing facility (Docket no. 281).

25. The Prepetition Agent shall not be required to file with its proof of claim instruments, any documents evidencing the amount outstanding as of the Petition Date under the Existing Credit Agreement (collectively, the “Documents”), security interests and liens of the Remaining Prepetition Lenders or the Prepetition Agent, or the perfection of such liens or security interests, provided, however, that the Prepetition Agent shall make copies of the Documents available to parties in interest upon request; and provided, further, however, that upon written request to counsel for the Prepetition Agent, the Prepetition Agent and the advisors for the Committee shall coordinate in good faith to provide the Creditors’ Committee with copies of all requested Documents required by Rule 3001 of the Bankruptcy Rules within a reasonable time of receipt of such request. In the event that the parties are unable to agree upon either the scope of the request or the timing of the delivery of the Documents, both parties reserve their rights to seek resolution from the Bankruptcy Court.

26. The authorization for the Prepetition Agent to file a single consolidated proof of claim is for procedural purposes only, intended for administrative convenience and shall not be interpreted or construed to substantively affect any right, objection, claim or defense of any proof of claim filed by the Prepetition Agent or any lender under the Existing Credit Agreement, including, but not limited to, the amount, extent, validity, priority, perfection or enforceability of any claim or security interest asserted by such proof of claim. For the avoidance of doubt, the authorization granted hereby is without prejudice to the right of any party to object to the proof of claim on the basis of sufficient information, or to seek to disallow and/or expunge the proof of claim to the extent it is determined that all or any portion of the claims or security interests asserted in the proof of claim are not allowable against any individual Debtor’s estate.

27. The Debtors are authorized to use the services of KCC to coordinate the processing of Proofs of Claim.

28. Nothing in this Order shall prejudice the right of the Debtors or any other party in interest to dispute or assert offsets or defenses to any Claim reflected in the Schedules.

29. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of this Court fixing a date by which holders of Claims or interests not subject to the Bar Dates contained herein must file such Proofs of Claim or interests or be barred from doing so.

30. The Debtors and KCC are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Motion.

31. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of the Order.

32. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: August 21, 2009

s/ Robert E. Gerber

Honorable Robert E. Gerber

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Proof of Claim Form

EXHIBIT B

General Bar Date Notice for Mailing

EXHIBIT C

Form of Site-Specific Mailing Notice

EXHIBIT D

Actual Site-Specific Mailing Notices

EXHIBIT E

General Publication Notice

EXHIBIT F

Form of Site-Specific Publication Notice

EXHIBIT G

Actual Site-Specific Publication Notices

EXHIBIT H

List of Publications

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
In re Chemtura Corporation, et al., Case No. 09-11233 (REG) (Jointly Administered)		
Name of Debtor:		Case Number:
NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).		
Name of Creditor (the person or other entity to whom the debtor owes money or property):		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
If address and name different from above, please provide the name and address where notices should be sent: Creditor Name: Address: City/State/ZIP Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ _____ (Unsecured) \$ _____ (Secured) \$ _____ (Priority) \$ _____ (Total)		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) or 11 U.S.C. § 503(b)(9). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earlier — 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan — 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use — 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units — 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: _____ (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. If the supporting documents are in excess of 100 pages, you may attach a summary of them and a list of each document you have relied upon. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		
Date: _____		FOR COURT USE ONLY
Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form (if not already filled in)*

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. **If any information provided on this form is incomplete or incorrect, please cross-out the incorrect information and/or provide the correct information.**

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor. **The last four-digits of the tax identification number for each Debtor in these cases is included in the notice of bar date and may be obtained at www.kccllc.net/chemtura.**

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

INFORMATION

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case. **A list of each Debtor, including respective trade names, is provided on page 3.**

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

Secured Claim (con't)

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Acknowledgement of Filing a Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or to view your filed proof of claim you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

* If you disagree with any information provided on this form, you may make corrections directly to this form. You may also download a blank form, free of charge, by visiting www.kccllc.net/chemtura or by contacting Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245.

DEFINITIONS (continued)

INFORMATION (continued)

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed. **Proof of claims are to be mailed to the Chemtura Claim Processing Center, c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245**

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

The Debtors in these chapter 11 cases are:

DEBTOR

DEBTOR	CASE NO.
Chemtura Corporation	09-11233
A&M Cleaning Products, LLC	09-11234
Aqua Clear Industries, LLC	09-11231
ASCK, Inc.	09-11235
ASEPSIS, Inc.	09-11236
BioLab Company Store, LLC	09-11237
BioLab Franchise Company, LLC	09-11238
Bio-Lab, Inc.	09-11239
BioLab Textile Additives, LLC	09-11240
CNK Chemical Realty Corporation	09-11241
Crompton Colors Incorporated	09-11242
Crompton Holding Corporation	09-11244
Crompton Monochem, Inc.	09-11245
GLCC Laurel, LLC	09-11246
Great Lakes Chemical Corporation	09-11247
Great Lakes Chemical Global, Inc.	09-11249
GT Seed Treatment, Inc.	09-11250
HomeCare Labs, Inc.	09-11251
ISCI, Inc.	09-11252
Kem Manufacturing Corporation	09-11253
Laurel Industries Holdings, Inc.	09-11254
Monochem, Inc.	09-11255
Naugatuck Treatment Company	09-11256
Recreational Water Products, Inc.	09-11257
Uniroyal Chemical Company Limited (Delaware)	09-11258
Weber City Road LLC	09-11259
WRL of Indiana, Inc.	09-11260

Please note that the Debtors may have used the following other names over the last six years:

Chemtura Corporation: Crompton Corporation; Crompton & Knowles Corporation; CK Witco Corporation; Hatco Corporation; Anderol, Inc.; Uniroyal Chemical Corporation; Uniroyal Chemical Company, Inc.; Witco Corporation; Allied Kelite Company; Allied Research Products, Inc.; Allied Richardson, Inc.; Amalie Chemical; Amalie Oil Company; Argus Chemical Corporation; Atlantic Industries; Beam Oil Co., Inc.; Chemical Rubber Products, Inc.; Chemprene Inc.; Chemtura USA Corporation; Continental Carbon Co.; Crompton Manufacturing Company, Inc.; Crompton Manufacturing, Inc.; Davis-Standard Corporation; DeSoto, Inc.; Dye & Chemical Corporation; ENENCO, Inc.; Golden Bear Oil Co.; Halby Chemical; Halby Products Company, Inc.; Hatco Chemical Corporation; Hercules Packing Corp.; Humko; Kaufman Holdings Corporation; Kelite Chemicals Corporation; Kendall Motor Oil; Kendall Oil Company; Kenite Corp.; Metal Lubricants, Co.; Naugatuck Chemical Company; OSI; OSI Specialties, Inc.; OSI Specialties, USA, Inc.; Plastics Corporation of America; Retzloff Chemical Co.; Richardson Battery; Richardson Chemical Products, Inc.; Richardson Chemicals Cleaning Services, Inc.; Richardson Enterprises Inc.; Richardson Graphics Company; Richardson Ink Co.; Richardson Polymers, Inc.; Richardson Metal & Chemical Company; The Richardson Company of TX; Royal Lubricants, Inc.; Sigma Chemicals, Inc.; SMCP, Inc.; Southern Mill Creek Products Company, Inc.; Southwest Petro-Chem, Inc.; Warwick Chemical Co.; The Pioneer Asphalt Co.; The Richardson Company; UCCI; Uniroyal Chemical Specialties, Inc.; U.S. Peroxygen Corporation; Waverly Oil Works Co.; Witco Enterprises, Inc.; Witco Oil and Gas Corp.; Witfield Chemical Corp.; Witkem, Inc.

Aqua Clear Industries, LLC: Aqua Clear Acquisition Company, LLC

BioLab, Inc.: Lime-o-Sol Co.

BioLab Textiles Additives, LLC: Callaway-Biolab JV, LLC, Callaway FMC JV, L.L.C.

Crompton Colors, Incorporated: Crompton & Knowles Colors Incorporated

Crompton Holding Corporation: Dyes & Chemicals Corporation; CK Holding Corporation

GLCC Laurel, LLC: GLCC, LLC

Great Lakes Chemical Corpooation: Great Lakes Delaware, Inc. Hydrotech Chemical Corporation; QO Chemicals; OSCA, Inc.

GT Seed Treatment, Inc.: Gustafson, Inc.; Gustafson, LLC

HomeCare Labs, Inc.: Consumer Products Growth Company

ISCI, Inc.: Inland Specialty Chemical Corporation; Inland Specialty Chemicals, Inc.

KEM Manufacturing Corporation: CNK Corporation

Laurel Industries Holdings, Inc.: PDG Chemical Inc.

WRL of Indiana, Inc.: Great Lakes Chemical Trade Corporation; WIL Research Laboratories, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
CHEMTURA CORPORATION, <i>et al.</i>,	)	Case No. 09-11233 (REG)
)	
Debtors.	)	Jointly Administered
)	

NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIM ON OCTOBER 30, 2009

TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST CHEMTURA CORPORATION OR ITS AFFILIATED DEBTORS.

PLEASE TAKE NOTICE that, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). A list of the Debtors may be found on page 3 of this notice.

PLEASE ALSO TAKE NOTICE that the Bankruptcy Court entered an order establishing **October 30, 2009 at 5:00 p.m. (Pacific Time)** as the deadline (the “Bar Date”) for any person or entity (including individuals, corporations, partnerships, trusts, and governmental units) to file a proof of claim (a “Proof of Claim”). The Bar Date and the procedures for filing a Proof of Claim apply to all Claims (as defined in section 101(5) of the Bankruptcy Code) against a Debtor that arose prior to March 18, 2009, except as specifically excluded below.

YOU ARE RECEIVING THIS NOTICE because you may have a Claim against one or more of the Debtors. However, not everyone who receives this notice will have a Claim against a Debtor.

THE BANKRUPTCY COURT’S BAR DATE ORDER STATES:

- **THE DEADLINE TO FILE A PROOF OF CLAIM IN THESE CASES IS OCTOBER 30, 2009 AT 5:00 P.M. (PACIFIC TIME).**
- **THE DEADLINE APPLIES TO ALL HOLDERS OF CLAIMS UNLESS THE BAR DATE ORDER PROVIDES A SPECIFIC EXEMPTION (DESCRIBED BELOW).**
- **IF THE DEADLINE APPLIES TO YOU AND YOU FAIL TO FILE A PROOF OF CLAIM BY THE BAR DATE, YOUR CLAIM WILL BE FOREVER BARRED. THIS MEANS THAT YOU WILL NOT BE ELIGIBLE TO VOTE ON ANY CHAPTER 11 PLAN AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTION FROM THE DEBTORS ON ACCOUNT OF YOUR CLAIM.**

THIS NOTICE CONTAINS INFORMATION REGARDING (1) HOW TO DETERMINE IF THE PROOF OF CLAIM DEADLINE APPLIES TO YOU AND, IF SO, (2) HOW TO FILE A PROOF OF CLAIM.

I. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a Proof of Claim if you have a Claim¹ against any of the Debtors that arose before March 18, 2009, except for the types of Claims listed below. Acts or omissions that occurred before March 18, 2009 may give rise to Claims that are subject to the Bar Date, even if the Claims may not have become known or fixed or liquidated until after March 18, 2009.

II. WHAT TO FILE

Enclosed with this notice is a form Proof of Claim for you to use.

For your filed Proof of Claim to be valid, it must (a) be signed by you or your authorized agent, (b) be written in the English language, (c) be denominated in United States dollars, and (d) use the format (or substantially the same format) of the enclosed Proof of Claim form (or Official Form No. 10, the official proof of claim form provided under the Bankruptcy Code). In addition, you must attach to your Proof of Claim any documents on which your Claim is based (if the documents are voluminous, you may instead attach a summary). You also must specifically identify the Debtor against which you assert a Claim by name and case number (case numbers are listed on page 3 of this notice). You should include all Claims against a particular Debtor in a single Proof of Claim. If you have Claims against more than one Debtor, you must file a separate Proof of Claim against each Debtor.

III. WHEN AND WHERE TO FILE

Proofs of Claim must be submitted so as to be actually received no later than **5:00 p.m. (Pacific Time) on October 30, 2009**, at the following address:

**Chemtura Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245**

PLEASE NOTE that your Proof of Claim must be delivered to the above address by first class U.S. Mail (postage prepaid), in person, by courier service, or by overnight delivery.

¹ Under section 101(5) of the Bankruptcy Code (title 11 of the United States Code), the word "Claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

A PROOF OF CLAIM THAT IS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

IV. A LIST OF THE DEBTORS AND CERTAIN RELATED INFORMATION

DEBTOR	CASE NUMBER	CERTAIN PRIOR NAMES OF THE DEBTOR (INCLUDING ALL PRIOR NAMES USED IN THE LAST 6 YEARS)
Chemtura Corporation	09-11233	Crompton Corporation; Crompton & Knowles Corporation; CK Witco Corporation; Hatco Corporation; Anderol, Inc.; Uniroyal Chemical Corporation; Uniroyal Chemical Company, Inc.; Witco Corporation; Allied Kelite Company; Allied Research Products, Inc.; Allied Richardson, Inc.; Amalie Chemical; Amalie Oil Company; Argus Chemical Corporation; Atlantic Industries; Beam Oil Co., Inc.; Chemical Rubber Products, Inc.; Chemprene Inc.; Chemtura USA Corporation; Continental Carbon Co.; Crompton Manufacturing Company, Inc.; Crompton Manufacturing, Inc.; Davis-Standard Corporation; DeSoto, Inc.; Dye & Chemical Corporation; ENENCO, Inc.; Golden Bear Oil Co.; Halby Chemical; Halby Products Company, Inc.; Hatco Chemical Corporation; Hercules Packing Corp.; Humko; Kaufman Holdings Corporation; Kelite Chemicals Corporation; Kendall Motor Oil; Kendall Oil Company; Kenite Corp.; Metal Lubricants, Co.; Naugatuck Chemical Company; OSi; OSi Specialties, Inc.; OSi Specialties, USA, Inc.; Plastics Corporation of America; Retzloff Chemical Co.; Richardson Battery; Richardson Chemical Products, Inc.; Richardson Chemicals Cleaning Services, Inc.; Richardson Enterprises Inc.; Richardson Graphics Company; Richardson Ink Co.; Richardson Polymers, Inc.; Richardson Metal & Chemical Company; The Richardson Company of TX; Royal Lubricants, Inc.; Sigma Chemicals, Inc.; SMCP, Inc.; Southern Mill Creek Products Company, Inc.; Southwest Petro-Chem, Inc.; Warwick Chemical Co.; The Pioneer Asphalt Co.; The Richardson Company; UCCI; Uniroyal Chemical Specialties, Inc.; U.S. Peroxygen Corporation; Waverly Oil Works Co.; Witco Enterprises, Inc.; Witco Oil and Gas Corp.; Witfield Chemical Corp.; Witkem, Inc.
A&M Cleaning Products, LLC	09-11234	

DEBTOR	CASE NUMBER	CERTAIN PRIOR NAMES OF THE DEBTOR (INCLUDING ALL PRIOR NAMES USED IN THE LAST 6 YEARS)
Aqua Clear Industries, LLC	09-11231	Aqua Clear Acquisition Company, LLC
ASCK, Inc.	09-11235	
ASEPSIS, Inc.	09-11236	
BioLab Company Store, LLC	09-11237	
BioLab Franchise Company, LLC	09-11238	
Bio-Lab, Inc.	09-11239	Lime-o-Sol Company
BioLab Textile Additives, LLC	09-11240	Callaway-Biolab JV, LLC; Callaway FMC JV, L.L.C.
CNK Chemical Realty Corporation	09-11241	
Crompton Colors Incorporated	09-11242	Crompton & Knowles Colors Incorporated
Crompton Holding Corporation	09-11244	Dyes & Chemicals Corporation; CK Holding Corporation
Crompton Monochem, Inc.	09-11245	
GLCC Laurel, LLC	09-11246	GLCC, LLC
Great Lakes Chemical Corporation	09-11247	Great Lakes Delaware, Inc.; Hydrotech Chemical Corporation; QO Chemicals; OSCA, Inc.
Great Lakes Chemical Global, Inc.	09-11249	
GT Seed Treatment, Inc.	09-11250	Gustafson, Inc.; Gustafson, LLC
HomeCare Labs, Inc.	09-11251	Consumer Products Growth Company
ISCI, Inc.	09-11252	Inland Specialty Chemical Corporation; Inland Specialty Chemicals, Inc.
KEM Manufacturing Corporation	09-11253	CNK Corporation
Laurel Industries Holdings, Inc.	09-11254	PDG Chemical Inc.
Monochem, Inc.	09-11255	
Naugatuck Treatment Company	09-11256	
Recreational Water Products, Inc.	09-11257	
Uniroyal Chemical Company Limited (Delaware)	09-11258	
Weber City Road LLC	09-11259	
WRL of Indiana, Inc.	09-11260	Great Lakes Chemical Trade Corporation; WIL Research Laboratories, Inc.

V. WHO DOES NOT NEED TO FILE A PROOF OF CLAIM

You **DO NOT** need to file a Proof of Claim for the following types of Claims:

- A. Any Claim for which you have already filed a Proof of Claim with the with the Clerk of the Bankruptcy Court in a format that is substantially similar to Official Bankruptcy Form No. 10;
- B. Any Claim that is listed on the Debtors' Schedules; provided, however, that:
 - (i) the Claim is not scheduled as "disputed," "contingent" or "unliquidated;"
 - (ii) you do not disagree with the amount, nature and priority of the Claim as set forth in the Schedules; and
 - (iii) you do not dispute that the Claim is an obligation of the specific Debtor(s) as set forth in the Schedules. Access to the Schedules is available as described in section VII. below;
- C. Any Claim that already has been allowed by an order of the Bankruptcy Court that was entered before October 30, 2009 at 12:00 p.m. (Eastern Time);
- D. Any Claim that already has been paid in full by any of the Debtors or any other party;
- E. Any Claim for which the Bankruptcy Court has already set a different filing deadline by an order that was entered before October 30, 2009 at 12:00 p.m. (Eastern Time);
- F. Any Claim held by one Debtor in these chapter 11 cases against any of the other Debtors;
- G. Any Claim held by any direct or indirect non-Debtor subsidiary or affiliate of Chemtura Corporation against any of the Debtors;
- H. Any Claim held by a current employee of any of the Debtors, to the extent that the Debtors were authorized by the Court to honor those claims in the ordinary course of their business such as for undisputed wages and benefits. For the avoidance of doubt, current employees must file proofs of claim by the Bar Date for all other claims against the Debtors arising before March 18, 2009, including claims for wrongful termination, discrimination, claims covered by the Debtors' workers' compensation insurance and any other workplace injury or other litigation claims. Employees **MUST** file a Proof of Claim by the Bar Date for all employee litigation Claims and disputed Claims;
- I. Any Claim held by a former employee of any of the Debtors for retirement benefits, including medical, surgical or hospital care benefits, or benefits in the event of sickness, accident, disability or death under any plan, fund or program (through the purchase of insurance or otherwise) maintained or established in whole or in part by the Debtors before March 18, 2009;
- J. Any Claim related to an Employee Qualified Pension Plan of any of the Debtors or their predecessors, including but not limited to the Chemtura Corporation Pension Plan;

- K. Any Claim that is limited exclusively to the repayment of principal, interest and/or other applicable fees and charges (“Debt Claim”) owed under any bond or note issued by the Debtors pursuant to an indenture (a “Debt Instrument”); except, (i) an indenture trustee under a Debt Instrument (the “Indenture Trustee”) MUST file one Proof of Claim by the Bar Date with respect to all of the amounts owed under each of the Debt Instruments and (ii) any holder of a Debt Claim wishing to assert any Claim besides a Debt Claim, including any litigation Claim, arising out of or relating to a Debt Instrument, MUST submit a Proof of Claim by the Bar Date;
- L. Any Claim that is based on an interest in an equity security of the Debtors; except, that if you wish to assert a Claim against any of the Debtors based on, without limitation, Claims for damages or rescission based on the purchase or sale of an equity security, or any other litigation Claim, you MUST submit a Proof of Claim by the Bar Date; and
- M. Any Claim allowable under sections 503(b) and 507(a)(1) of the Bankruptcy Code as expenses of administration, including claims for goods and services provided to, and accepted by, the Debtors after March 18, 2009, except if you wish to assert any Claim allowable under section 503(b)(9) of the Bankruptcy Code for goods provided to and accepted by the Debtors within 20 days before March 18, 2009, you MUST file a Proof of Claim by the Bar Date.

VI. SPECIAL DEADLINES APPLY TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Bankruptcy Code provides that the Debtors may, at any time before a plan of reorganization is confirmed by the Court, choose to reject certain executory contracts or unexpired leases. If your contract or lease is rejected, you may have a Claim resulting from that rejection. If the Debtors reject your contract or lease after October 30, 2009, you must file a Proof of Claim for damages relating to the rejection of your contract or lease by the later of: (a) the Bar Date; or (b) the date provided in the order authorizing the Debtor to reject the contract or lease, or, if no date is provided in the order, thirty (30) days after the date the order authorizing the rejection is entered.

VII. EXAMINATION OF SCHEDULES

Your Claim may be listed in the Debtors’ Schedules. The Debtors’ Schedules may be examined and inspected by interested parties during regular business hours at any of (a) the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 or (b) the Clerk of the Court, United States Bankruptcy Court, Southern District of New York, One Bowling Green, Room 511, New York, New York 10004-1408, Monday through Friday, 9:00 a.m.-4:30 p.m. The Debtors’ Schedules and the Bar Date Order also are available online at www.kcellc.net/chemtura. All documents filed in the cases are accessible at the Court’s internet site: <https://ecf.nysb.uscourts.gov> through an account obtained from the PACER website at <http://pacer.psc.uscourts.gov>. You may also request a copy of the Debtors’ Schedules be mailed to you upon request either via electronic mail or CD. If you would like to make such a request,

you may do so via electronic mail to: kcc_chemtura@kccllc.com or via phone at: (866) 381-9100.

If the Debtors amend their Schedules after the Bar Date, the Debtors will notify all holders of the Claims that are affected by the amendment. Those holders will have an opportunity to file Proofs of Claim before a new deadline that will be specified in that future notice.

VIII. ACCESS TO PROOF OF CLAIM FORMS AND OTHER QUESTIONS

Additional information regarding the Bar Date, including Proof of Claim Forms and a copy of the Bar Date Order, may be obtained by contacting the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC, at 2335 Alaska Ave., El Segundo, California 90245, Telephone: (866) 381-9100. Proof of Claim Forms also may be obtained at Kurtzman Carson Consultants' website at www.kccllc.net/chemtura or at the Court's website at www.uscourts.gov/bankform.

Kurtzman Carson Consultants LLC cannot advise you how to, or whether you should, file a Proof of Claim. If you have additional questions that are not covered by this notice, you should consult an attorney to determine your rights and obligations.

Dated: August 31, 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE [COMMUNITY NAME] AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”). The Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors, [LEGACY COMPANY] or [PRIOR OPERATING COMPANY] at the [NAME OF RELEVANT PLANT OR DISPOSAL SITE] located at [ADDRESS OF PLANT OR DISPOSAL SITE], you **MUST** file a proof of claim form with the Court according to the instructions in the legal notice that is enclosed with this mailing by [*Bar Date*], ***or you will forever lose your rights to recover on your claim in the future.***

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “[NAME] Materials.”

- The [Plant or Disposal Site] produced _____.
- Contamination that may be present at or around the [Plant or Disposal Site] include _____.
- The [Plant or Disposal Site] has had asbestos-containing materials in its insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed by the [Plant or Disposal Site].

If you, or your property, or your spouse or immediate family member, was exposed to any of the [NAME] Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the [NAME] Materials, you **MUST** file a proof of claim form before [*Bar Date*]. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the ____ Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE [COMMUNITY NAME] AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to [CUSTOMER/RECIPIENT NAME], located at [PLANT ADDRESS], you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by [**BAR DATE**], *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before [**BAR DATE**]. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ____ Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE [COMMUNITY NAME] AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the [PLANT/FACILITY NAME] located at [PLANT ADDRESS], you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **[BAR DATE]**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **[BAR DATE]**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the ____ Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE PHENIX CITY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Continental Carbon or Witco Corporation at the Phenix City Plant located at 1500 East State Docks Rd., Phenix City, Alabama 36869, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Phenix City Materials.”

- The Phenix City Plant produced rubber grade carbon black products, carbon nanotubes, conductive carbon blacks and other carbon-based products.
- Contamination that may be present at or around the Phenix City Plant include carbon black and related chemicals.
- The Phenix City Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Phenix City Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Phenix City Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Phenix City Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Phenix Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit

www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE AXIS AND BAY MINETTE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Halby Chemical - Stauffer or Witco Corporation at the LeMoyne Plant located at U.S. Highway 43, Axis, Alabama 36505, or the Bay Minette Plant located at 43300 Highway 225, P.O. Box 147, Bay Minette, Alabama 36507, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “LeMoyne and Bay Minette Materials.”

- The LeMoyne Plant produced thiocyanates. The Bay Minette Plant produced dinitrobutylphenol (“DNBP”) and a polymer inhibitor with ortho secondary butylphenol (“OSBP”), sulfuric acid and nitric acid.
- Contamination that may be present at or around the LeMoyne Plant include thiocyanates in soil and groundwater. Contamination that may be present at or around the Bay Minette Plant include sulfuric acid, nitric acid and DNBP in groundwater and soil
- The LeMoyne and Bay Minette Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the LeMoyne and Bay Minette Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the LeMoyne and Bay Minette Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the LeMoyne and Bay Minette Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the LeMoyne and Bay Minette Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE EL DORADO AND MAGNOLIA AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at:

El Dorado Central Plant located at 2226 Haynesville Highway, Highway 155, El Dorado, Arkansas 71730,

El Dorado South Plant, located at 324 Southfield Cutoff, El Dorado, Arkansas 71730,

El Dorado Newell Plant located at P.O. Box 7020, El Dorado, Arkansas 71731, or

El Dorado West Plant located at 5821 Shuler Rd., Magnolia, Arkansas 71753,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “El Dorado Materials.”

- The Central Plant produces bromine, flame retardants and intermediates, oil field chemicals and agricultural products. The South Plant produces bromine, flame retardants, oil field chemicals and pharmaceutical-related chemicals. The West Plant and Newell Plant produce bromine.
- Contamination that may be present at or around the Central Plant include organic hydrocarbon contaminants, ethylene dibromide, 1, 2-dibromoethane, 1, 2-dichloroethane, ethylene dichloride, chloride plume polybrominated diphenylethers (“PBDEs”) and general brine-related contamination. Also included at the Central Plant are chlorine, bromine, fluorine, ammonia, hydrogen sulfide, sour gas, methyl bromide, various acids, alkalies and solvents. Contamination that may be present at or around the South Plant include general soil and groundwater brine-related contamination, residual chloride levels, volatile organic compounds including acetone, ethylene dichloride, methylene chloride, PDBEs and tetrachloroethylene. Also included at the South Plant are chemical substances used in the manufacture of these substances including, bromine, chlorine, fluorine, hydrogen fluoride, sour gas, hydrogen sulfide, styrene, toluene, sulfuric acid, ammonia, muriatic acid, phthalic anhydride and other solvents and chemicals. Contamination that may be present at or around the West Plant include groundwater contamination, chloride plume and general brine-related contamination. Also included at the West Plant are chemical substances used in the manufacturing operations including chlorine, bromine, fluorine, sour gas, hydrogen sulfide, ammonia and other chemicals. Contamination that may be present at or around the Newell Plant include groundwater contamination, chloride contamination and general brine-related contamination.

- Each of the Central Plant, South Plant, West Plant and Newell Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos also may have been used in products or raw materials produced, manufactured, supplied or disposed of by the Central Plant, South Plant, West Plant or Newell Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the El Dorado Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the El Dorado Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Central Plant, South Plant, West Plant and Newell Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE GLENDALE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Glendale Facility located at 5555 N. 51st Ave., Suite 101, Glendale, Arizona 85301, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Glendale Materials.”

- The Glendale Facility served as a warehouse for finished chemical products.
- The Glendale Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Glendale Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Glendale Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Glendale Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CITY OF INDUSTRY, RANCH DOMINGUEZ,
LOS ANGELES, NORTH HOLLYWOOD AND SANTA FE SPRINGS AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Witco Corporation at:

City of Industry, California Plant, located at 18945 E. San Jose Ave., City of Industry, California 91746,

Compton, California Plant located at 19530 South Alameda St., Ranch Dominguez, California 90221,

Century City Site located at 10100 Santa Monica Blvd., Suite 1470, Los Angeles California, 90067,

Santa Fe Springs, California Plant located at 8724 Dice Rd., Santa Fe Springs, California 90670,

Los Angeles Plant located at 1250 N. Main St., Los Angeles, California 90012

Great Lakes Chemical Corporation at:

City of Industry, California (Hydrotech) Plant located at 18400-18450 Gale Ave., City of Industry, California 91748, or

Chemtura Corporation or EM Corporation:

North Hollywood Plant located at 6940 Farmdale Ave., North Hollywood, California 91605,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The City of Industry Plant produced automotive batteries. The City of Industry (Hydrotech) Plant produced Hydrotech and Purex Pool Products. The Compton Plant produced oils and greases, block grease and automotive undercoatings. The Century City Site served as office space. The North Hollywood Plant produced solid film lubricant coatings, dry film coatings and solid film lubricants. The

Santa Fe Springs Plant produced liquid detergents, surficants, DeSonal and DeSonate. The Los Angeles Plant produced steam cleaning products including Kool Grip and Mech Chem.

- Contamination that may be present at or around the City of Industry Plant include chlorinated volatile organic compounds. Contamination that may be present at or around the City of Industry (Hydrotech) Plant include groundwater contamination, trichloroethylene, tetrachloroethene, trichloroethane 1,1-dichloroethane and chloroform. Contamination that may be present at or around the Compton Plant include soil and groundwater contamination involving polynuclear aromatic hydrocarbons, petroleum hydrocarbons, benzene, chloroform, 1,2-dichloroethane, trimethyl benzene, 1,1,1-trichloroethane, TPH and others.
- The Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE IRVINE, ORANGE AND BREA AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical at the Irvine Plants located at 17461 Derian Ave. and 2552 Kelvin Ave., Irvine, California 92614; or by Great Lakes Chemical Corporation or Inland Specialty Chemical (ISCI) at the Orange Facility located at 2023 Collins, Orange, California 92667; or by Chemtura Corporation or Uniroyal Chemical Company at the Brea Facility located at 111 South Berry St., Brea, California 92821, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you ***will forever lose your rights to recover on your claim in the future.***

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Irvine Plants formulated and packaged pesticides. The Orange Facility served as a tank farm.
- Contamination that may be present at or around the Irvine Plants include 1,2-DBE (ethylene dibromide, 1,2-dibromoethane), 1,2-dichloroethane, 1,2-dichlorophenols, 1,2,3-TCP, soil and groundwater contamination and halogenated organics. Contamination that may be present at or around the Orange Facility include trichloroethylene, trichloroethene, perchloroethene, tetrachloroethene and trichloroethane.
- The Irvine Plants, Orange Facility and Brea Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Irvine Plants, Orange Facility or Brea Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a

proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Irvine Plants, Orange Facility and Brea Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MOUNTAIN VIEW AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation or EM Corporation at the Mountain View, California Plant located at 875 Maude Ave., Mountain View, California 94043, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Mountain View Materials.”

- The Mountain View Plant fabricated metal parts and coated these parts with dry film lubricants.
- Contamination that may be present at or around the Mountain View Plant include perchloroethene and tetrachloroethene.
- The Mountain View Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Mountain View Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Mountain View Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Mountain View Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Mountain View Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100

or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE OILDALE AND MCFARLAND AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Golden Bear or Witco Corporation at the Oildale, California Plant located at 1134 Manor Rd., Oildale, California 93308 and the Mt. Poso Tank Farm located at 4100 Airport Drive, Oildale, California 93308, or Great Lakes Chemical Corporation at the McFarland Plant located at 13074 Zachary Ave., McFarland, California 93250, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Oildale Plant produced lube oils, asphalts and petroleum products. The Mt. Poso Tank Farm stored crude oil, earthen crude oil and also served as an acid sludge disposal area. The McFarland Plant repackages fumigant Terr-O-Gas® (methyl bromide).
- Contamination that may be present at or around the Oildale Plant include acid tars. Contamination that may be present at or around the Mt. Poso Tank Farm include hydrocarbon contamination and acidic and neutralized asphaltic tar. Contamination that may be present at or around the McFarland Plant include some bromine and miscellaneous chemical substances.
- The Oildale Plant and Mt. Poso Tank Farm have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Oildale Plant or Mt. Poso Tank Farm.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a

proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Oildale Plant and Mt. Poso Tank Farm located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE RICHMOND AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Richmond, California Plant located at 3655 Collins Ave. (formerly 850 Morton Ave.), Richmond, California 94804, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Richmond Materials.”

- The Richmond Plant produced methyl ethyl ketone, peroxide, benzoyl peroxide paste, benzoyl peroxide, peroxyesters and peroxydicarbonates.
- Contamination that may be present at or around the Richmond Plant include residual tetramethyltetrahydrofuran in groundwater, isopropylbenzene, chlorobenzene, toluene, benzene, and methyl-tert-butyl ether.
- The Richmond Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Richmond Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Richmond Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Richmond Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Richmond Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ONTARIO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Santa Anna Facility located at 4051 Santa Anna St., Ontario, California 91761, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Santa Anna Materials.”

- The Santa Anna Facility served as a warehouse for pool chemicals.
- The Santa Anna Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Santa Anna Facility .

If you, or your property, or your spouse or immediate family member, was exposed to any of the Santa Anna Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Santa Anna Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Santa Anna Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE
BETHANY, MIDDLEBURY AND NAUGATUCK AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Uniroyal Chemical Company at:

Bethany Plant located at 74 Amity Rd., Bethany, Connecticut 06525,

Middlebury Plant located at 199 Benson Rd., Middlebury, Connecticut 06749,

Naugatuck Plant located at 280 Elm St., Naugatuck, Connecticut 06770, or

Naugatuck Facility located at 12 Spencer St., Naugatuck, Connecticut 06770,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Bethany Plant served as an agricultural research station and was used for the development and testing of pesticides, herbicides, fungicides and plant growth regulants. The Middlebury Plant serves as corporate headquarters and research and development facilities. The Naugatuck Plant produced specialty organic, agricultural and rubber chemicals. The Naugatuck Facility served as a technical support center.
- Contamination that may be present at or around the Bethany Plant include pesticide constituents in site soil, sediment in the storm water drainage and low levels of dichlorodiphenyltrichloroethane, Lindane and TPH. Contamination that may be present at or around the Middlebury Plant include groundwater contamination, including chlorinated hydrocarbons and Acetone. Contamination that may be present at or around the Naugatuck Plant include soil and groundwater contamination of aniline, acetone, o-xylene, phenol, PCBs, diphenylamine and other volatile organic compounds and semi-volatile organic compounds. Contamination that may be present at or around the Naugatuck Facility include boron contamination.
- The Bethany Plant, Middlebury Plant, Naugatuck Plant and Naugatuck Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Bethany Plant, Middlebury Plant, Naugatuck Plant or Naugatuck Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may

have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Bethany Plant, Middlebury Plant, Naugatuck Plant or Naugatuck Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NEW CASTLE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the New Castle Facilities located at 900 Wilmington Rd., New Castle, Delaware 19720 and 300 Centerpoint Blvd., New Castle, Delaware 19720; or by Halby Chemical or Witco Corporation at the Halby Plant located at Interstate 496, 600 Terminal Ave., New Castle, Delaware 19720, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The New Castle Facilities served as a distribution warehouses and storage facilities for pool chemicals. The Halby Plant produced various chemical products, including ammonium thiocyanate and glycolates. The Halby Plant was also used for chemical storage and distribution and trucking support.
- Contamination that may be present at or around the Halby Plant include volatile organics, semi volatiles and heavy metals, lagoon sediments, adverse impact on soil and groundwater, and carbon disulfide.
- The New Castle Facilities and Halby Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the New Castle Facilities or Halby Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the New castle Facilities or Halby Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE JACKSONVILLE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Jacksonville, Florida Plant located at 3100 Talleyrand Ave., Jacksonville, Florida 32206, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Jacksonville Materials.”

- The Jacksonville Plant served as a terminal for blending, packaging and distribution of petroleum based lubricants. (including kerosene, gasoline and diesel fuel).
- Contamination that may be present at or around the Jacksonville Plant include free product refined oil; related organic compounds and lead; TPH and related constituents including benzene, chlorobenzene, ethylbenzene, xylenes, 1,2-dichlorobenzene, 1,3-dichlorobenzene and toluene.
- The Jacksonville Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Jacksonville Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Jacksonville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Jacksonville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included

with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Jacksonville Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE TAMPA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Southern Mill Creek Products or Witco Corporation at the Tampa Plant located at 5414 North 56th St., Tampa, Florida 33610, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Tampa Materials.”

- The Tampa Plant produced agricultural chemicals, such as pesticides and herbicides.
- Contamination that may be present at or around the Tampa Plant include concentrations of Chlordane, Dieldrin, DDT, Endosulfan, Heptachlor epoxide, various solvents, Volatile Organic Compounds (VOC), Semi-Volatile Organic Compounds (SVOC), various pesticide constituents, Toxaphene, arsenic and Lindane and BHC compounds.
- The Tampa Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Tampa Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Tampa Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Tampa Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Tampa Plant located at the address listed above, your legal rights

may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE BELLE GRADE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation or QO Chemical at the Belle Grade Plant located at Airport Rd., Belle Grade, Florida 33430, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Belle Grade Materials.”

- The Belle Grade Plant was a furfural production site.
- Contamination that may be present at or around the Belle Grade Plant include furfural impact, raw materials and processing substances related to furfural manufacturing and low pH level in soil and groundwater.
- The Belle Grade Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Belle Grade Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Belle Grade Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Belle Grade Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Belle Grade Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SANFORD AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Uniroyal Chemical Company at the Sanford Facility located at 3601 Celery Ave., Sanford, Florida 32771, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Sanford Materials.”

- The Sanford Facility was an agricultural experimental station and research and development facility. Various agricultural products, including experimental products and developmental substances were tested, applied to crops onsite and stored and managed onsite.
- Substances that may be present at or around the Sanford Facility include pesticides, herbicides and fungicides, including dieldrin and arsenic.
- The Sanford Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Sanford Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Sanford Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Sanford Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Sanford Facility located at the address listed above, your legal

rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ATLANTA, TUCKER AND LAWRENCEVILLE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Atlanta Site located at 1533 Marietta Rd., Atlanta, Georgia 30318, the Tucker Site located at 2075 Tucker Industrial Rd., Tucker, Georgia 30084 or the Lawrenceville Site located at 1735 North Brown Rd., Lawrenceville, Georgia 30043, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Atlanta Site stored and handled petroleum products. The Tucker Plant produced industrial cleaning products.
- Contamination that may be present at or around the Atlanta Site include petroleum hydrocarbon, BTEX (benzene, toluene, ethylbenzene, and xylenes) and chlorinated volatile organic impacts in soil and groundwater. Contamination that may be present at or around the Tucker Plant include volatile organic compound, polycyclic aromatic hydrocarbons, pesticides and herbicides.
- The Atlanta Site, Tucker Site and Lawrenceville Site have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Atlanta Site, Tucker Site or Lawrenceville Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a

proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Atlanta Site, Tucker Site and Lawrenceville Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE AUGUSTA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Augusta Site located at 1271 Gordon Hwy, Augusta, Georgia 30901 you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Augusta Materials.”

- The Augusta Site was a former gas station.
- Contamination that may be present at or around the Augusta Site include TPH, xylene and lead.
- The Augusta Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Augusta Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Augusta Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Augusta Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Augusta Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CONYERS AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Conyers Plants located at the following addresses: 1700 Old Covington Hwy, 1350 Lester Rd., 1601 Rockdale Industrial Blvd., 1715 Dogwood Dr., Conyers, Georgia 30012, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Conyers Materials.”

- One or more of the Conyers Plants produced pool and spa chemicals including such chemicals in powder, tablet, stick and liquid form. These products were marketed under various brands including BioGuard®, SpaGuard®, Omni®, HydroTech®, Guardex®, PoolSeason®, PoolTime® and AquaChem®. Household products produced at the Conyers Plants include Greased Lightning® and The Works®.
- Contamination that may be present at or around the Conyers Plants include lithium hypochlorite, bromochlorodimethylhydantoin (“BCDMH”), dichlor, trichlor, aluminium, barium, boron, chromium, potassium, lead, different acids and alkalies, polybrominated diphenylethers (“PBDEs”) and titanium.
- The Conyers Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Conyers Plants.
- Additionally, on May 25, 2004, there was a fire at the Conyers Plant located at 1739 Dogwood Drive (the “Conyers Fire”). As a result of the Conyers Fire, a plume of smoke and/or chemical vapors spread over parts of the Conyers and surrounding areas.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Conyers Materials, including as a result of the Conyers Fire, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Conyers Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Conyers Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ALBERT CITY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Southwest PetroChem or Witco Corporation at the Albert City Plant located at 2nd St. and Orchard St., Albert City, Iowa 50510, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Albert City Materials.”

- The Albert City Plant produced grease guns.
- Contamination that may be present at or around the Albert City Plant include various degreasing and cleaning solvents, trichloroethylene, trichloroethane, dichloroethane, dichloroethylene, vinyl chloride and volatile organic compound in groundwater and/or ambient air.
- The Albert City Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Albert City Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Albert City Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Albert City Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Albert City Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CLEARING, LOMBARD, MELROSE PARK,
BLUE ISLAND, ORLAND, CHICAGO AND FOREST PARK AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Witco Corporation at:

Clearing Plant located at 6200 W. 51st, Clearing, Illinois 60638,

Melrose Park Site located at 2701 Lake St., Melrose Park, Illinois 60160,

Blue Island Plant located at 14000 South Seeley Ave., Blue Island, Illinois 60406,

Orland Park Facility located at 9797 West 151 St., Orland Park, Illinois 60462,

Chicago Facility located at 9210 S. Sagamon St., Chicago, Illinois 60620, or

Forest Park Facility located at 7750 Industrial Drive, Forest Park, Illinois 60130; or by

Great Lakes Chemical Corporation or E/M Corporation at:

Lombard Plant located at 129 Eisenhower Lane South, Lombard, Illinois 60148,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Clearing Plant historically produced asphalt, industrial organic chemicals, hydrotopes, polyethers, and latex polymers. The Clearing Plant also produced stearates, surfactants, lubricants, and waxes. The Melrose Park Site was a research facility. The Blue Island Plant produced anionic surfactants, oils and solvents. The Forest Park Facility is a specialty chemicals storage facility.
- Contamination that may be present at or around the Clearing Plant include volatile organic compounds and semi-volatile organic compounds, including polycyclic aromatic hydrocarbons, in soil and ground water. Contamination that may be present at or around the Melrose Park Site include lead, volatile organic chemicals and semi-volatile organic chemicals. Contamination that may be present at or around the Lombard Plant include volatile organic compound and some other heavy metals in soil.
- The Clearing Plant, Melrose Park Site, Blue Island Plant, Orland Park Facility, Chicago Facility, Forest Park Facility and Lombard Plant have had asbestos-containing materials in their insulation and

fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Clearing Plant, Melrose Park Site, Blue Island Plant, Orland Park Facility, Chicago Facility, Forest Park Facility or Lombard Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Clearing Plant, Melrose Park Site, Blue Island Plant, Orland Park Facility, Chicago Facility, Forest Park Facility or Lombard Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE LAWRENCEVILLE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of Chemtura Corporation or Witco Corporation at the Lawrenceville Plant located at 802 Ash St., Lawrenceville, Illinois 62439, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Lawrenceville Materials.”

- The Lawrenceville Plant produced asphalt, specialty oils, fatty acids and other chemicals.
- Contamination that may be present at or around the Lawrenceville Plant include hydrocarbons, such as benzene and benzo(a)pyrene.
- The Lawrenceville Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lawrenceville Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lawrenceville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Lawrenceville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Lawrenceville Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MAPLETON AND PEKIN AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Crompton Corporation at the Mapleton Plant located at 8220 W. Rte. 24, Mapleton, Illinois 61547 or by Chemtura Corporation or Trace Chemical at the Pekin Facility located at 2320 Lakecrest Drive, Pekin, Illinois 61554, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Mapleton Plant produced aluminium alkyls, specifically triethylaluminum, ethylaluminum sesquichloride and diethylaluminum chloride. The Pekin Facility is a crop formulation facility and warehouse.
- Contamination that may be present at or around the Lawrenceville Plant include aluminum, solvents and other industrial chemicals. Contamination that may be present at or around the Pekin Site include various agricultural products, various chemicals and pesticides (lindane and derivatives).
- The Mapleton Plant and Pekin Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Mapleton Plant or Pekin Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included

with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Mapleton Plant or Pekin Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NEW HAVEN AND FORT WAYNE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lake Chemicals or Inland Specialty Chemical, Inc. at the New Haven Plant located at 15202 Edgerton Rd., Bldg. T-209, New Haven, Indiana 46774, or by Chemtura Corporation or Witco Corporation at the Fort Wayne Warehouse located at 931 Leesburg, Fort Wayne, Indiana 46803, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “New Haven and Fort Wayne Materials.”

- The New Haven Plant produced electronic materials and stored and blended commercial and industrial petroleum distillates, solvents and chemicals. The Fort Wayne Warehouse served as a distribution warehouse for aero oil.
- Contamination that may be present at or around the New Haven Plant include chlorinated hydrocarbon and petroleum hydrocarbons.
- The New Haven Plant and the Fort Wayne Warehouse have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the New Haven Plant or Fort Wayne Warehouse.

If you, or your property, or your spouse or immediate family member, was exposed to any of the New Haven and Fort Wayne Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the New Haven and Fort Wayne Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the New Haven Plant or Fort Wayne Warehouse located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE INDIANAPOLIS AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Indianapolis Sites located at 2215 N. Alvord St., Indianapolis, Indiana 46205 and 9025 N. River Rd., Suite 400, Indianapolis, Indiana 46240, or by Chemtura Corporation, Richardson Battery or Witco Corporation at the Indianapolis Site located at 3500 East 20th St., Indianapolis, Indiana 46218, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Indianapolis Materials.”

- The Indianapolis Sites were a distribution warehouse for aero oil, an office building and a warehouse and battery casing manufacturing facility.
- Contamination that may be present at or around the Indianapolis Sites include trichloroethylene (TCE), perchloroethylene (PCE) and lead in soil and groundwater.
- The Indianapolis Sites have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Indianapolis Sites.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Indianapolis Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Indianapolis Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Indianapolis Sites located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ASHLEY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Ashley Plants located at 601 Thompson Drive and 101 Souther Parker Drive, Ashley, Indiana 46705, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Ashley Materials.”

- The Ashley Plants produce household cleaners and blended and packaged cleaning products.
- Contamination that may be present at or around the Ashley Plants include include heavy acidity and heavy metal constituents in soil and groundwater.
- The Ashley Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Ashley Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Ashley Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Ashley Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Ashley Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE WEST LAFAYETTE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at the West Lafayette Site located at 1801 US Highway 52 West, PO Box 2200, West Lafayette, Indiana 47996, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “West Lafayette Materials.”

- The West Lafayette Site is a research & development site for various flame retardant substances and some agricultural chemicals.
- Contamination that may be present at or around the West Lafayette Site include volatile and semi-volatile organics in soil and groundwater, carbon tetrachloride, BTEX (benzene, toluene, ethylbenzene and xylenes) and chloroform.
- The West Lafayette Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the West Lafayette Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the West Lafayette Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the West Lafayette Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the West Lafayette Site located at the address listed above, your legal

rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE OLATHE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Southwest PetroChem or Witco Corporation at the Olathe Plant located at 1400 South Harrison, Olathe, Kansas 66061, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you ***will forever lose your rights to recover on your claim in the future.***

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Olathe Materials.”

- The Olathe Plant produced various greases and oils, including Adogen 179-D.
- The Olathe Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Olathe Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Olathe Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Olathe Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Olathe Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE
GEISMAR, GONZALEZ, HARVEY AND TAFT AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Uniroyal Chemical Company at:

Monochem Facility located at 4266 Hwy. 73, Geismar, Louisiana 70734,
Geismar Facility located at 36191 Hwy 30, PO Box 397, Geismar, Louisiana 70734, and
Spedale Landfill Site located at Highway 429, Gonzalez, Louisiana, 70737; or by

Chemtura Corporation or Witco Corporation at:

Gretna Plant located at 4th St., Harvey, Louisiana 70058, and
Taft Plant located at 471 Highway 3142, Taft, Louisiana, 70057,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Monochem Facility was a utility supply facility and provided steam, potable water and other utilities to other plants operating in Geismar. The Geismar Facility produced various rubber chemicals such as UBOB, Flexzone, Thiazoles, EPDM rubber and other agricultural chemicals. The Spedale Landfill Site operated as a waste landfill and burn pit area. The Spedale Landfill Site also has a pond. The Gretna Plant produced refined petroleum products. The Taft Plant produced chemicals including, Drapex® epoxy oils and esters that enhance the appearance and durability of vinyl compounds; methyl, butyl and octyl organotin compounds used as additives in the polyvinyl chloride industry to enhance the various physical and chemical properties of vinyl compounds; methyl and octyl-tin heat stabilizers used in food packaging applications; thiochemicals and intermediates used in wide variety of chemical processes in pharmaceuticals, glass, metal refining, textiles, agriculture, paper, petroleum, photography and graphic arts; thioethers and thioesters used in the manufacture of plastics, elastomers, pharmaceuticals, chemicals, biological intermediates, cosmetics and personal-care products; and mixed-metals stabilizers used used in the manufacture of flexible polyvinyl chloride products.
- Contamination that may be present at or around the Monochem Facility include benzene, formaldehyde and other chemicals in soil and groundwater. Contamination that may be present at or around the

Geismar Facility include diphenylamine (“DPA”), nitrosodiphenylamine (“n-DPA”), aniline, toluene, xylene, chlorobenzene, ethylene di-chloride (“EDC”) and various other chemicals. Contamination that may be present at or around the Spedale Landfill Site include n-DPA, DPA and toluene. Contamination that may be present at or around the Gretna Plant include petroleum hydrocarbons, heavy metals and magnesium oxide solid centerfuge rejects (“MOSCR”). Contamination that may be present at or around the Taft Plant include tin, solvents, soyabean oil and other substances

- The Monochem Facility, the Geismar Facility, the Gretna Plant and the Taft Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos may have been used in any products or raw materials produced, manufactured, supplied or disposed of by the Monochem Facility, the Geismar Facility, the Gretna Plant or the Taft Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Monochem Facility, the Geismar Facility, the Gretna Plant or the Taft Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE COLUMBIA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Pioneer Asphalt at the Creosote Terminal Plant located at Dillon St., Columbia, Louisiana, 71418, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Creosote Terminal Materials.”

- The Columbia Plant produced asphalt and other heavy end carbon material.
- Contamination that may be present at or around the Columbia Plant include petroleum hydrocarbons, creosote, poly aromatic hydrocarbons, and petroleum by-products.
- The Columbia Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Columbia Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Creosote Terminal Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Creosote Terminal Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Columbia Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE WESTLAKE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab Inc. at the Lake Charles chemical plant located at 910 Interstate 10 West, Westlake, Louisiana, 70669, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Lake Charles Materials.”

- The Lake Charles Plant produces specialty blends such as chlorinating granules and automatic toilet bowl tablets.
- Contamination that may be present at or around the Lake Charles Plant include inorganic and organic substances including chlorinated hydrocarbons.
- The Lake Charles Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lake Charles Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lake Charles Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Lake Charles Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Lake Charles Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE HARAHAN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Harahan industrial specialties plant located at 1320 Sams Ave., Harahan, Louisiana, 70123, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you ***will forever lose your rights to recover on your claim in the future.***

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Harahan Materials.”

- The Harahan Plant produced industrial specialty products.
- Contamination that may be present at or around the Harahan Plant include arsenic and other substances.
- The Harahan Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Harahan Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Harahan Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Harahan Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Harahan Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ROSEVILLE AND DETROIT AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation or E/M Corporation at the Roseville Facility located at 16470 East Thirteen Mile Rd., Roseville, Michigan, 48066 or by Chemtura Corporation or Witco Corporation at the Highland Park Facility located at 350-400 Midland Ave., Detroit, Michigan, 48203, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Roseville Facility contained a metal coating and engraving operation. The Highland Park Facility was a chemical storage facility.
- Contamination that may be present at or around the Roseville Facility include methyl ethyl ketone (“MEK”), also known as butanone. Contamination that may be present at or around the Highland Park Facility include chromic acid and barium nitrate as well as known volatile organic compounds in the soil.
- The Roseville Facility and Highland Park Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Roseville Facility or Highland Park Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Roseville Facility or Highland Park Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ADRIAN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Adrian Plant located at 1400 East Michigan St., Adrian, Michigan, 49221, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Adrian Materials.”

- The Adrian Plant produces pool chemicals, including bromochloro dimethyl hydantoin (“BCDMH”) and dimethyl hydantoin (“DMH”).
- Contamination that may be present at or around the Adrian Plant include various chemicals and raw materials used at the facility.
- The Adrian Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Adrian Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Adrian Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Adrian Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Adrian Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE WASHINGTON AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Washington Facility located at 100 Shawn Court, Washington, Missouri, 63090, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Washington Materials.”

- The Washington Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Washington Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Washington Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Washington Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Washington Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE HERNANDO AND MEMPHIS AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Hernando Plant located at 1715 Cedar Lake Circle, Hernando, Mississippi, 38632, or by Chemtura Corporation and Witco Corporation at the Memphis Site located at 3018 Bell Ave., Memphis, Tennessee, 38108, or by Great Lakes Chemical Corporation or QO Chemicals Inc. at the Memphis Site located at 3324 Chelsea Ave., Memphis, Tennessee, 38108, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Hernando and Memphis Materials.”

- The Memphis Site produced polymeg and furfural derivatives.
- Contamination that may be present at or around the Memphis Site include toluene, furfural, furfuryl alcohol, tetrahydrofuran, petroleum hydrocarbons and heavy metals.
- The Hernando Plant and the Memphis Sites have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Hernando Plant and Memphis Sites.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Hernando and Memphis Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Hernando and Memphis Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Hernando Plant and Memphis Sites located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE LOWELL AND GASTONIA AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Crompton Colors Incorporated at the Lowell dye manufacturing plant located at Spencer Mounter Rd., Lowell, North Carolina, 28098, or by Chemtura Corporation or Uniroyal Chemical Company, Inc. at the Gastonia manufacturing plant located at 214 West Ruby Ave., Gastonia, North Carolina, 28054, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Lowell and Gastonia Materials.”

- The Lowell Plant produces textile dyes. The Gastonia Plant produced urethane products Adiprene®/Vibrathane®, Octamine®, Vitavax®, Polywet®, Omite®, LFTDI, Royal® MH30 and rubber labels.
- Contamination that may be present at or around the Lowell Plant include chloride, lead, nickel, benzene, phenol, chromium, and sulfates. Contamination that may be present at or around the Gastonia Plant include various raw materials used in the manufacture of these chemical products.
- The Lowell and Gastonia Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lowell and Gastonia Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lowell and Gastonia Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Lowell and Gastonia Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Lowell and Gastonia Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE RALEIGH AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Uniroyal Chemical Company, Inc. at the Raleigh Facility located at 158 Wind Chime Court, Raleigh, North Carolina, 27615, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Raleigh Materials.”

- The Raleigh Facility operated as a product storage warehouse.
- The Raleigh Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Raleigh Facility .

If you, or your property, or your spouse or immediate family member, was exposed to any of the Raleigh Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Raleigh Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Raleigh Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE PATERSON AND OAKLAND AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Paterson Plant located at 2 Wood St., Paterson, New Jersey, 07524 or the Oakland Facility located at 100 Bauer Drive, Oakland, New Jersey, 07436, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Paterson Plant produced detergents, surfactants, soap and other chemicals. The Oakland Facility was primarily a research facility.
- Contamination that may be present at or around the Paterson Plant include isopropylbenzene, toluene, xylene, cumene, benzene, ethylbenzene, and methane.
- The Paterson Plant and Oakland Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Paterson Plant and Oakland Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Paterson Plant or Oakland Facility located at the addresses listed

above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NEWARK, BERKELEY HEIGHTS, CLARK
AND NUTLEY AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Witco Corporation at:

Newark Plant located at 652 Doremus Ave., Newark, New Jersey, 07105, or by

Crompton Colors Incorporated at:

Crompton Colors Plant located at 52 Amsterdam St., Newark, New Jersey, 07105, and
Nutley Plant located at 10 Kingsland St., Nutley, New Jersey, 07110, or by

Chemtura Corporation or Witco Corporation at:

Berkeley Heights waste disposal site (“Disposal Site”) located at 81 Industrial Road,
Berkeley Heights, NJ, 07922, or by

Chemtura Corporation, Witco Corporation, or Richardson Battery at:

Clark Plant located at 175 Terminal Avenue, Clark, NJ, 07066,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Newark Plant produced glycerins, oil-based fatty acid, and stearates. The Crompton Colors and Nutley Plants produced dyes. The Disposal Site contained a waste lagoon area. The Clark Plant produced plastic dyes and molds.
- Contamination that may be present at or around the Newark Plant include TPH and metals. Contamination that may be present at or around the Crompton Colors Plant include aniline, chlorobenzene and other substances. Contamination that may be present at or around the Nutley Plant include polychlorinated biphenyls (“PCB”), azo-dyes and chlorobenzene. Contamination that may be present at or around the Disposal Site include volatile and semi-volatile organic compounds as well as metal in the site’s groundwater.

- The Plants and Disposal Site have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Plants and Disposal Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Plants and Disposal Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE EAST BRUNSWICK, PERTH AMBOY AND FORDS AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or KEM Manufacturing Corporation at the East Brunswick Plant located at 25 Cotters Lane, East Brunswick, New Jersey, 08816 or by Chemtura Corporation or Witco Corporation at the Perth Amboy Plant located at 1000 Convery Blvd., Perth Amboy, New Jersey, 08861, or by Chemtura Corporation, Kaufman Holdings or Hatco, Inc. at the Fords Plant located at 1020 King George Post Rd., Fords, New Jersey, 08863, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “East Brunswick, Perth Amboy and Fords Materials.”

- The East Brunswick Plant produced industrial cleaning products and chlorinated solvents. The Perth Amboy Plant produces Fomrez® polyesters, WitcoBond® polyurethane dispersions, Lubrical® sterates, and Emcol® surfacants. The Fords Plant produces lubricant grade esters for use in aviation, refrigeration, industrial, automotive and personal applications.
- Contamination that may be present at or around the East Brunswick Plant include chlorinated hydrocarbons. Contamination that may be present at or around the Perth Amboy Plant include polychlorinated biphenyls (“PCB”). Contamination that may be present at or around the Ford Plant include polychlorinated biphenyls (“PCB”) and light non-aqueous phase liquid (“LNAPL”).
- The East Brunswick, Perth Amboy and Fords Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the East Brunswick, Perth Amboy and Fords Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the East Brunswick, Perth Amboy and Fords Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this

mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the East Brunswick, Perth Amboy and Fords Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the East Brunswick, Perth Amboy or Fords Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE HARMONY TOWNSHIP AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Brainards Plant located at 2555 River Rd., Harmony Township, New Jersey, 08865, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Brainards Materials.”

- The Brainards Plant produced anhydrous aluminum chloride, chlorinated paraffins, and sulfurized oil additives.
- Contamination that may be present at or around the Brainards Plant include nonene and fuel oil, volatile organic compound (“VOC”), polychlorinated biphenyls (“PCB”), and chlorinated compounds such as tetrachloroethene and perchloroethene (“PCE”).
- The Brainards Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Brainards Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Brainards Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Brainards Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Brainards Plant located at the address listed above, your legal

rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE EAST HANOVER AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Kaufman Holdings or Anderol, Inc. at the East Hanover Plant located at 215 Merry Lane, East Hanover, New Jersey, 07936, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “East Hanover Materials.”

- The East Hanover Plant produced greases and lubricants.
- Contamination that may be present at or around the East Hanover Plant include PCBs, perchloroethene and tetrachloroethene (“PCE”) as well as trichloroethylene and trichloroethene (“TCE”).
- The East Hanover Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the East Hanover Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the East Hanover Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the East Hanover Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the East Hanover Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ARDEN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Las Vegas Asphalt Terminal located at 6400 West Richmond Ave., Arden, Nevada, 89118, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Las Vegas Materials.”

- Las Vegas Asphalt Terminal received, stored and shipped asphalt.
- Contamination that may be present at or around the Las Vegas Asphalt Terminal include total petroleum hydrocarbons (“TPH”).
- The Las Vegas Asphalt Terminal has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Las Vegas Asphalt Terminal .

If you, or your property, or your spouse or immediate family member, was exposed to any of the Las Vegas Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Las Vegas Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Las Vegas Asphalt Terminal located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call

1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE BROOKLYN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the administrative and lab space facility of the Argus Facility located at 633 Court St., Brooklyn, New York, 11231 or at the Argus Plant located at 688-700 Court St., Brooklyn, New York, 11231, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Brooklyn Materials.”

- The Argus Facility provided administrative and lab space for the nearby Argus chemical blending and production plant. The Argus Plant produced soaps, salts, phosphites and epoxy stabilizers.
- Contamination that may be present at or around the Argus Facility include coal tar. Contamination that may be present at or around the Argus Plant include petroleum, phenols, volatile organic compound (“VOC”), semi-volatile organic compound (“SVOC”), and polychlorinated biphenyls (“PCB”).
- The Argus Facility and Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Argus Facility and Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Brooklyn Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Brooklyn Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Argus Facility and Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE LOCKPORT AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Kendall Oil at the Lockport gas station located at 2 West Ave., Lockport, New York, 14094, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Lockport Materials.”

- The Lockport site operates as a gas station.
- Contamination that may be present at or around the Lockport site include gasoline-related contamination and lead .
- The Lockport site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lockport site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lockport Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Lockport Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Lockport Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit

www.kccllc.net/chemtura.

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SPRINGVILLE AND BUFFALO AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Kendall Oil at the Springville gas station located at 270 West Main St., Springville, New York, 14141, Buffalo gas station located at 102 Rapin Place, Buffalo, New York, 14213 or the Kendall Oil warehouse facility located at 307 Connecticut St., Buffalo, New York, 14213, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Kendall Oil Materials.”

- Two of these sites operated as gas stations and one as a warehouse facility.
- Contamination that may be present at or around the Springville Gas Station and Buffalo Gas Station include petroleum and lead.
- The Springville Gas Station, Buffalo Gas Station and Kendall Oil Warehouse have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Springville Gas Station, Buffalo Gas Station or Kendall Oil Warehouse.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Kendall Oil Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Kendall Oil Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Springville Gas Station, Buffalo Gas Station or Kendall Oil Warehouse located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SCIO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Kendall Oil at the Scio gas station located at the intersection of CR 9, CR 10 and State Route 19, Scio, New York, 14880, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Scio Materials.”

- The Scio Site operated as a gas station.
- Contamination that may be present at or around the Scio Site include petroleum and lead.
- The Scio Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Scio Site .

If you, or your property, or your spouse or immediate family member, was exposed to any of the Scio Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Scio Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Scio Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE TARRYTOWN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Tarrytown administrative and lab facility located at 771 Old Saw Mill River Rd., Tarrytown, New York, 10591, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Tarrytown Materials.”

- The Tarrytown Facility served as lab space.
- The Tarrytown Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Tarrytown Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Tarrytown Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Tarrytown Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Tarrytown Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE
PAINESVILLE, CLEVELAND AND BAY VILLAGE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Uniroyal Chemical Corporation at:

Painesville Plant located at 720 Fairport Nursery Rd., Painesville, Ohio 44077; or by

Chemtura Corporation, Uniroyal Chemical Corporation at:

Painesville Facility located at Fairport Nursery Rd., Painesville, Ohio 44077; or by

Chemtura Corporation, Witco Corporation, or Allied Kelite Co. at:

Cleveland Site located at 3401 W. 140th St., Cleveland, Ohio 44111; or by

Chemtura Corporation at:

Bay Village Site located at 571 Lake Forest, Bay Village, Ohio 44140,

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Painesville Plant produced magnesium metals, polyvinyl chloride (“PVC”) and Paracril products - synthetic nitrile rubbers. The Cleveland Site produced and packaged petroleum products and plating chemicals.
- Contamination that may be present at or around the Painesville Plant include vinyl chloride, acrylonitrile, 1,3-butadiene, mercury salts and radioactive material from iron used in the production of magnesium metals. Contamination that may be present at or around the Painesville Facility include vinyl chloride, polyvinyl chloride resin, fly ash and mercuric chloride. Contamination that may be present at or around the Cleveland Site include petroleum hydrocarbons from quenching oil releases and light non-aqueous phase liquid (“LNAPL”).
- The Painesville Plant, Painesville Facility, Cleveland Site and Bay Village Site have had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not,

used in any products or raw materials produced, manufactured, supplied or disposed of by the Painesville Plant, Painesville Facility, Cleveland Site or Bay Village Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Painesville Plant, Painesville Facility, Cleveland Site or Bay Village Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE PONCA CITY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation, or Continental Carbon Company at the Ponca City Plant located at Hwy 177, Ponca City, Oklahoma, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Ponca City Materials.”

- The Ponca City Plant produced carbon black.
- The Ponca City Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Ponca City Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Ponca City Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Ponca City Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Ponca City Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE KLAMATH FALLS AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Klamath Falls Plant located at 2936 Hillyard Ave., Klamath Falls, Oregon, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Klamath Falls Materials.”

- The Klamath Falls Plant produced asphalt.
- Contamination that may be present at or around the Klamath Falls Plant include volatile organic compounds, polycyclic aromatic hydrocarbons, dichloroethylene, trichloroethylene, and vinyl chloride.
- The Klamath Falls Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Klamath Falls Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Klamath Falls Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Klamath Falls Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Klamath Falls Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE RICHLAND TOWNSHIP AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Bakerstown Site located at State Rd., Richland Township, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Bakerstown Materials.”

- The Bakerstown Site produced lubricants.
- Contamination that may be present at or around the Bakerstown Site include total petroleum hydrocarbons and volatile organic compounds.
- The Bakerstown Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Bakerstown Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Bakerstown Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Bakerstown Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Bakerstown Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE BRADFORD AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Bradford Site located at 77 North Kendall Ave., Bradford, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Bradford Materials.”

- The Bradford Site produced motor oil, diesel, gasoline, and other wax products.
- Contamination that may be present at or around the Bradford Site include iron, manganese, petroleum hydrocarbons, benzene toluene, xylene and ethylbenzene.
- The Bradford Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Bradford Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Bradford Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Bradford Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Bradford Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit

www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE PETROLIA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Petrolia Site located at Route 268, Petrolia, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Petrolia Materials.”

- The Petrolia Site produced refined oil products, including white oils, petrolatum, and waxes.
- Contamination that may be present at or around the Petrolia Site include benzene, arsenic, lead, resorcinol, and sulfonic acid.
- The Petrolia Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Petrolia Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Petrolia Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Petrolia Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Petrolia Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE TRAINER AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Trainer Site located at 3300 4th St., Trainer, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Trainer Materials.”

- The Trainer Site produced corrosion inhibitors and oil additives.
- Contamination that may be present at or around the Trainer Site include volatile organic compounds and sulfuric acid.
- The Trainer Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Trainer Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Trainer Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Trainer Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Trainer Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit

www.kccllc.net/chemtura.

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE READING AND GIBRALTER AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Crompton Colors Incorporated at the Reading Plant located at 500 Pear St., Reading, Pennsylvania or at the Gibraltar Plant located at Route 724, Gibraltar, Pennsylvania 19508, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Reading Plant and Gibraltar Plant were dye production and manufacturing facilities.
- Contamination that may be present at or around the Gibraltar Plant include volatile, semivolatile and inorganic materials in the soil and metals and organic materials in the groundwater. Contamination that may be present at or around the Reading Plant include volatile, semivolatile, organic and inorganic materials and metals.
- The Reading and Gibraltar Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Reading or Gibraltar Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Reading Plant or Gibraltar Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NEWPORT AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at the Newport Plant located at 380 Chemwood Drive, Newport, Tennessee, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Newport Materials.”

- The Newport Plant produced polymer additives and stabilizers.
- Contamination that may be present at or around the Newport Plant include benzene, methyl chloride, bromine, toluene, hexane, ammonia, vidate, and wastewater.
- The Newport Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Newport Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Newport Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Newport Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Newport Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MARSHALL AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Marshall Site located at Highway 59 North and Bussey Rd., Marshall, Texas, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Marshall Materials.”

- The Marshall Site produced peroxide.
- Contamination that may be present at or around the Marshall Site include tertiary butyl alcohol and methyl ethyl ketone.
- The Marshall Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Marshall Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Marshall Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Marshall Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Marshall Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit

www.kccllc.net/chemtura.

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE LAREDO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at the Laredo Plant located at 7418 FM 1472 Mines Rd., Laredo, Texas you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Laredo Materials.”

- The Laredo Plant produced antimony trioxide.
- Contamination that may be present at or around the Laredo Plant include antimony, lead and mercury.
- The Laredo Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Laredo Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Laredo Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Laredo Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Laredo Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE HOUSTON AND LAPORTE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Houston Site located at 3200 Brookfield Drive, Houston, Texas, or by Chemtura Corporation or Crompton Corporation at the Houston Site located at 15200 Almeda Rd., Houston, Texas 77053, or by Great Lakes Chemical Corporation at the LaPorte Plant located at 9401 Strang Rd., LaPorte, Texas 77571, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Houston and LaPorte Materials.”

- The Houston Sites served as a research and development facility. The LaPorte Plant was affiliated with the aluminum chloride business.
- Contamination that may be present at or around the Houston Sites include low levels of metal in the soil.
- The Houston Sites and LaPorte Plant have asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Houston Sites and LaPorte Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Houston and LaPorte Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Houston and LaPorte Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Houston Sites LaPorte Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE DALLAS AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation, or Kendall Oil Co. at the Dallas Site located at 2611 Andjon Drive, Dallas, Texas, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Dallas Materials.”

- The Dallas Site produced lubricants.
- Contamination that may be present at or around the Dallas Site include lead and total petroleum hydrocarbons.
- The Dallas Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Dallas Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Dallas Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Dallas Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Dallas Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit

www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE POINT COMFORT AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Point Comfort Plant located at State Highway 35, Point Comfort, Texas, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Point Comfort Materials.”

- The Point Comfort Plant produced coal tar and asphalt.
- Contamination that may be present at or around the Point Comfort Plant include coal tar pitch and total petroleum hydrocarbon.
- The Point Comfort Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Point Comfort Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Point Comfort Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Point Comfort Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Point Comfort Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE FORT WORTH AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Fort Worth Plants located at 611 East Northside Drive, Fort Worth, Texas 76164 and 598 North Beach, Fort Worth, Texas 76111 and 215 NE 14th St., Fort Worth, Texas, 76164, or by Chemtura Corporation or EM Corporation at the Fort Worth Plant located at 6525 Midway, Fort Worth Texas, 76117, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Fort Worth Materials.”

- The Fort Worth Plants served as research and development facilities, former technical centers and former grease and oil products sites.
- Contamination that may be present at or around the Fort Worth Plants include fire-based exposure and underground storage tank leaks causing subsurface contamination..
- The Fort Worth Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Fort Worth Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Fort Worth Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Fort Worth Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the Fort Worth Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE FRIENDLY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Sisterville Plant located at 3500 West Virginia State Rd. 2, Friendly, West Virginia, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Sisterville Materials.”

- The Sisterville Plant produced specialty chemicals, silicone and silane products, and organic chemical intermediates.
- Contamination that may be present at or around the Sisterville Plant include polychlorinated biphenyls (PCBs).
- The Sisterville Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Sisterville Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Sisterville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Sisterville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Sisterville Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or

visit [www.kccllc.net/chemtura.](http://www.kccllc.net/chemtura)]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NITRO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Great Lakes Chemical Corporation at the Nitro Plant located at 200 Pickens Rd., Nitro, West Virginia, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Nitro Materials.”

- The Nitro Plant produced plasticizers, flame-retardant chemicals, aluminum chloride, and phosphorus-based chemicals lubricants.
- Contamination that may be present at or around the Nitro Plant include benzene, dimethylphenol, methylphenols, polycyclic aromatic hydrocarbons, tributyl phosphate, bis(2-ethylhexyl)phthalate, aluminum, arsenic, elemental phosphorus, 1,4-dioxane, carbon tetrachloride, chloroform, vinyl chloride lead, and total petroleum hydrocarbons.
- The Nitro Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Nitro Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Nitro Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Nitro Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Nitro Plant located at the address listed above, your legal rights

may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MORGANTOWN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation at the Morgantown Plant located at 100 Morgantown Industrial Park, Morgantown, West Virginia, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Morgantown Materials.”

- The Morgantown Plant produces organophosphates and alkyl phenols.
- Contamination that may be present at or around the Morgantown Plant include 1,2-dichloroethane, acids, phosphorous tri chloride, phenol and nonenes.
- The Morgantown Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Morgantown Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Morgantown Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Morgantown Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Morgantown Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100

or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE FRESNO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation at the Fresno Facility located at 1530 East Shaw Ave., Suite 105, Fresno, California 93710, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Fresno Materials.”

- The Fresno Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Fresno Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Fresno Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Fresno Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Fresno Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE GREENWICH AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Greenwich Facility located at One American Lane, Greenwich, Connecticut 06831, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Greenwich Materials.”

- The Greenwich Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Greenwich Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Greenwich Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Greenwich Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Greenwich Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE LAKELAND AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Bio Lab, Inc. at the Lakeland Facility located at 3125 Drane Field Rd., Lakeland, Florida 33811, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Lakeland Materials.”

- The Lakeland Facility served as a distribution and storage facility for pool and spa chemicals.
- The Lakeland Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lakeland Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lakeland Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Lakeland Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Lakeland Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CISNE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Cisne Facility located at Route 2, Box 219c, Cisne, Illinois 62823, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Cisne Materials.”

- The Cisne Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Cisne Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Cisne Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Cisne Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Cisne Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE DUBLIN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Dublin Facility located at 5777 Frantz Rd., Dublin, Ohio 43017, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Dublin Materials.”

- The Dublin Facility served as research and development facility.
- The Dublin Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Dublin Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Dublin Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Dublin Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Dublin Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SUNRAY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Continental Carbon or Witco Corporation at the Sunray Facility located at Star Route 1, Sunray, Texas 79086, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Sunray Materials.”

- The Sunray Facility served as production facility for certain carbon products.
- The Sunray Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Sunray Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Sunray Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Sunray Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Sunray Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE JANESVILLE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Sherex or Witco Corporation at the Janesville Facility located at 2001 Afton Rd., Janesville, Wisconsin 53547, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Janesville Materials.”

- The Janesville Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Janesville Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Janesville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Janesville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the Janesville Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SIOUX CITY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to American Popcorn Company, located at 1 Fun Place, Sioux City, Iowa 51108-1300, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the American Popcorn Company Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE BERNE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Amish Country Popcorn, located at 5433 S. 150 E, Berne, Indiana 46711, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Amish Country Popcorn Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NORTHBROOK, WAUKEGAN, CHICAGO,
DOWNERS GROVE, CAROL STREAM, NORTHFIELD AND NORTHLAKE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to:

Bell Flavors & Fragrances, located at 500 Academy Drive, Northbrook, Illinois 60062-2497;

Cornfields, located at 3898 Sunset Ave., Waukegan, Illinois 60087-3258

Brach’s Confections, located at 401 N. Cicero Ave., Chicago, Illinois 60644;

Flavorchem, located at 1525 Brook Drive, Downers Grove, Illinois 60515;

FONA (Flavors of North America), located at 525 Randy Road, Carol Stream, Illinois 60188 or located at 303 Northfield Road, Northfield, Illinois, 60093

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO

SPANISH: If you have any connection to the use or mixing of butter flavoring at the Belle Flavors & Fragrances, Cornfields, Brach's, Flavorchem or FONA Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE COMMERCE AND SOUTH EL MONTE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Carmi Flavors & Fragrance, located at 6030 Scott Way, Commerce, California 90040-3516, or to California Snack Foods, located at 2131 Tyler Ave., South El Monte, California 91733-2754, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Carmi Flavors & Fragrances Plant or the California Snack Foods Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MARION AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Con-Agra, located at 3333 Harding Hwy. E. and 1550 Cascade Drive, Marion, Ohio 43302, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Con-Agra Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE
EDINA, HASTINGS, LAKEVILLE, NEW PRAGUE AND SHAKOPEE AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to ConAgra Foods, located at the following addresses: 7700 France Ave. S #200 or 3350 4th Ave. E, Edina, Minnesota 55435; 2005 Vermillion St., Hastings, Minnesota 55033-3652; 21325 Hamburg Ave., Lakeville, Minnesota 55044-8341; 100 2nd Ave. SW, New Prague, Minnesota 56071; or 3350 4th Ave. E., Shakopee, Minnesota 55379-1748, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ConAgra Foods Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE HAMBURG AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to ConAgra Foods, located at 2301 Washington St., 2201 Washington St. and 3158 Washington St., Hamburg, Iowa 51640-1835, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ConAgra Foods Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE IRVINE AND FOOTHILL RANCH AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to ConAgra Grocery Products, located at 3353 Michelson Drive, Irvine, California 92612 or to Mission Flavors & Fragrances Inc., located at 25882 Wright, Foothill Ranch, California 92610-3503, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ConAgra Grocery Products Plant or Mission Flavors & Fragrances Inc. Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MURRAY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Ellis Popcorn Co., located at 101 East Poplar St., Murray, Kentucky 42071, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Ellis Popcorn Company Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE VALPARAISO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Family Time Popcorn Inc. (Family Time Snacks), located at 463 E US Highway 30, Valparaiso, Indiana 46383-9564, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Family Time Popcorn, Inc. Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SAN DIEGO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gaslamp Popcorn Company, located at 7920 Airway Rd. A-5, San Diego, California 92154, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you *will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gaslamp Popcorn Company Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE
PERRYVILLE, MCBRIDE AND FENTON AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 615 Old Saint Mary’s Rd., Perryville, Missouri 63775-1836 or at 8366 North Highway 51, McBride, Missouri 63776; or to Mastertaste, located at 747 Sunpark Drive, Fenton, Missouri 63026-5315, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster Mary Lee or Mastertase Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022
Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE JOPLIN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 3727 East 27th St., Joplin, Missouri 64804, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CHESTER AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 1031 State St., Chester, Illinois 62233, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MOMENCE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 305 East Washington, Momence, Illinois 60954, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE BENNETTSVILLE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to International Cup Corp./Soler, located at 577 International Rd., Bennettsville, South Carolina 29512-3468, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the International Cup Corp./Soler Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE LINCOLN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Lincoln Snacks Company, located at 5020 S. 19th St., Lincoln, Nebraska 68512-1222, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Lincoln Snacks Company Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE GREENVILLE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, located at HC 2 Box 2560, Greenville, Missouri 63944-9705, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CLARK AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, located at 160 Terminal Ave., Clark, New Jersey 07066-1319, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE TETERBORO AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, Inc., located at 546 Route 46 E and 546 US Highway 46, Teterboro, New Jersey 07608, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you ***will forever lose your rights to recover on your claim in the future.***

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE WAUNAKEE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, located at 202 Moravian Valley Rd., Waunakee, Wisconsin 53597-2513, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SAC CITY AND MANSON AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Noble Distributor, located at 401 N. 13th St., Sac City, Iowa 50583-1103 or Manson Industries, located at 820 1st Ave., Manson, Iowa 50563-5000, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Noble Distributors or Manson Industries Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE PHILADELPHIA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Shafco Haakenson, located at 1152 Germantown Ave., Philadelphia, Pennsylvania 19123, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Shafco Haakenson Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SHANNON AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Tee Lee Popcorn, located at 110 W. Market St., Shannon, Illinois 61078-9024, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Tee Lee Popcorn Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CORYDON AND PALMYRA AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Vogel Popcorn, located at 835 Quarry Rd. NW, Corydon, Indiana 47112, or to Gettelfinger Popcorn Co. Inc., located at 3055 W. Bradford Rd., N.E., Palmyra, Indiana 47164, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kcellc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Vogel Popcorn or Gettelfinger Popcorn Company, Inc. Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE INDIANAPOLIS AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Weaver Popcorn Co., located at 9850 West Point Drive, Suite 100, Indianapolis, Indiana 46256, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Weaver Popcorn Company Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE SAND COULEE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Yatsko’s Popcorn, located at 425 Blaine St., Sand Coulee, Montana 59472, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Yatsko’s Popcorn Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE RIDGWAY AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Bird’s Eye Foods (formerly Agrilink Foods), located at 606 W. Main Street, Ridgway, Illinois 62979, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Bird’s Eye Foods Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE CINCINNATI, OHIO
AND ERLANGER, KENTUCKY AREAS

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Givaudan, located at 1199 Edison Dr., Cincinnati, Ohio 45216-2265 or Wild Flavors, located at 1261 Pacific Avenue, Erlanger, Kentucky 41018, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Givaudan or Wild Flavors Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MENOMONEE FALLS AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to International Flavors & Fragrances, located at N92W14224 Anthony Ave., Menomonee Falls, Wisconsin 53051-0774, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the International Flavors & Fragrances Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NORTHLAKE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Olmarc Packaging, located at 165 W Lake Street, Northlake, Illinois 60164, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Olmarc Packaging Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ALCOA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Alcoa Facility located at 2300 N. Wright Rd., Alcoa, Tennessee 37701, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Alcoa Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE BADIN AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Badin Facility located at Highway 470, P. O. Box 576, Badin, North Carolina 28009, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Badin Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE FERNDALE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Ferndale Facility located at 4050 Mountain View Rd., P.O. Box 937, Ferndale, Washington 98248, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, or you will forever lose your rights to recover on your claim in the future.

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Ferndale Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE FREDERICK AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Frederick Facility located at 5601 Major Wood Rd., Frederick, Maryland 21703, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Frederick Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE MASSENA AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Massena Facility located at Park Ave. East, Massena, New York 13662, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Massena Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE NEWBURG AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Newburgh Facility located at Highway 66, Newburgh, Indiana 47629, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Newburgh Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE POINT COMFORT AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Point Comfort Facility located at State Highway 35, Point Comfort, Texas 77978, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Point Comfort Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE ROCKDALE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Rockdale Facility located at Market Rd. 1786, Rockdale, Texas 76567, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Rockdale Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE WENATCHEE AREA

As explained in the legal notice that is enclosed with this mailing, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Wenatchee Facility located at 6200 Malaga/Alcoa Highway, Malaga, Washington 98828, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice that is enclosed with this mailing.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 p.m. (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form if one was not included with this mailing, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the Wenatchee Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
CHEMTURA CORPORATION, <i>et al.</i>,	)	Case No. 09-11233 (REG)
)	
Debtors.	)	Jointly Administered
)	

NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIM ON OCTOBER 30, 2009

TO: ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST CHEMTURA CORPORATION OR ITS AFFILIATED DEBTORS.

PLEASE TAKE NOTICE that, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). A list of the Debtors may be found on page 3 of this notice.

PLEASE ALSO TAKE NOTICE that the Bankruptcy Court entered an order establishing **October 30, 2009 at 5:00 p.m. (Pacific Time)** as the deadline (the “Bar Date”) for any person or entity (including individuals, corporations, partnerships, trusts, and governmental units) to file a proof of claim (a “Proof of Claim”). The Bar Date and the procedures for filing a Proof of Claim apply to all Claims (as defined in section 101(5) of the Bankruptcy Code) against a Debtor that arose prior to March 18, 2009, except as specifically excluded below.

YOU ARE RECEIVING THIS NOTICE because you may have a Claim against one or more of the Debtors. However, not everyone who receives this notice will have a Claim against a Debtor.

THE BANKRUPTCY COURT’S BAR DATE ORDER STATES:

- **THE DEADLINE TO FILE A PROOF OF CLAIM IN THESE CASES IS OCTOBER 30, 2009 AT 5:00 P.M. (PACIFIC TIME).**
- **THE DEADLINE APPLIES TO ALL HOLDERS OF CLAIMS UNLESS THE BAR DATE ORDER PROVIDES A SPECIFIC EXEMPTION (DESCRIBED BELOW).**
- **IF THE DEADLINE APPLIES TO YOU AND YOU FAIL TO FILE A PROOF OF CLAIM BY THE BAR DATE, YOUR CLAIM WILL BE FOREVER BARRED. THIS MEANS THAT YOU WILL NOT BE ELIGIBLE TO VOTE ON ANY CHAPTER 11 PLAN AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTION FROM THE DEBTORS ON ACCOUNT OF YOUR CLAIM.**

THIS NOTICE CONTAINS INFORMATION REGARDING (1) HOW TO DETERMINE IF THE PROOF OF CLAIM DEADLINE APPLIES TO YOU AND, IF SO, (2) HOW TO FILE A PROOF OF CLAIM.

I. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a Proof of Claim if you have a Claim¹ against any of the Debtors that arose before March 18, 2009, except for the types of Claims listed below. Acts or omissions that occurred before March 18, 2009 may give rise to Claims that are subject to the Bar Date, even if the Claims may not have become known or fixed or liquidated until after March 18, 2009.

II. WHAT TO FILE

Enclosed with this notice is a form Proof of Claim for you to use.

For your filed Proof of Claim to be valid, it must (a) be signed by you or your authorized agent, (b) be written in the English language, (c) be denominated in United States dollars, and (d) use the format (or substantially the same format) of the enclosed Proof of Claim form (or Official Form No. 10, the official proof of claim form provided under the Bankruptcy Code). In addition, you must attach to your Proof of Claim any documents on which your Claim is based (if the documents are voluminous, you may instead attach a summary). You also must specifically identify the Debtor against which you assert a Claim by name and case number (case numbers are listed on page 3 of this notice). You should include all Claims against a particular Debtor in a single Proof of Claim. If you have Claims against more than one Debtor, you must file a separate Proof of Claim against each Debtor.

III. WHEN AND WHERE TO FILE

Proofs of Claim must be submitted so as to be actually received no later than **5:00 p.m. (Pacific Time) on October 30, 2009**, at the following address:

**Chemtura Claims Processing Center
c/o Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245**

PLEASE NOTE that your Proof of Claim must be delivered to the above address by first class U.S. Mail (postage prepaid), in person, by courier service, or by overnight delivery.

¹ Under section 101(5) of the Bankruptcy Code (title 11 of the United States Code), the word "Claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

A PROOF OF CLAIM THAT IS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

IV. A LIST OF THE DEBTORS AND CERTAIN RELATED INFORMATION

DEBTOR	CASE NUMBER	CERTAIN PRIOR NAMES OF THE DEBTOR (INCLUDING ALL PRIOR NAMES USED IN THE LAST 6 YEARS)
Chemtura Corporation	09-11233	Crompton Corporation; Crompton & Knowles Corporation; CK Witco Corporation; Hatco Corporation; Anderol, Inc.; Uniroyal Chemical Corporation; Uniroyal Chemical Company, Inc.; Witco Corporation; Allied Kelite Company; Allied Research Products, Inc.; Allied Richardson, Inc.; Amalie Chemical; Amalie Oil Company; Argus Chemical Corporation; Atlantic Industries; Beam Oil Co., Inc.; Chemical Rubber Products, Inc.; Chemprene Inc.; Chemtura USA Corporation; Continental Carbon Co.; Crompton Manufacturing Company, Inc.; Crompton Manufacturing, Inc.; Davis-Standard Corporation; DeSoto, Inc.; Dye & Chemical Corporation; ENENCO, Inc.; Golden Bear Oil Co.; Halby Chemical; Halby Products Company, Inc.; Hatco Chemical Corporation; Hercules Packing Corp.; Humko; Kaufman Holdings Corporation; Kelite Chemicals Corporation; Kendall Motor Oil; Kendall Oil Company; Kenite Corp.; Metal Lubricants, Co.; Naugatuck Chemical Company; OSi; OSi Specialties, Inc.; OSi Specialties, USA, Inc.; Plastics Corporation of America; Retzloff Chemical Co.; Richardson Battery; Richardson Chemical Products, Inc.; Richardson Chemicals Cleaning Services, Inc.; Richardson Enterprises Inc.; Richardson Graphics Company; Richardson Ink Co.; Richardson Polymers, Inc.; Richardson Metal & Chemical Company; The Richardson Company of TX; Royal Lubricants, Inc.; Sigma Chemicals, Inc.; SMCP, Inc.; Southern Mill Creek Products Company, Inc.; Southwest Petro-Chem, Inc.; Warwick Chemical Co.; The Pioneer Asphalt Co.; The Richardson Company; UCCI; Uniroyal Chemical Specialties, Inc.; U.S. Peroxygen Corporation; Waverly Oil Works Co.; Witco Enterprises, Inc.; Witco Oil and Gas Corp.; Witfield Chemical Corp.; Witkem, Inc.
A&M Cleaning Products, LLC	09-11234	

DEBTOR	CASE NUMBER	CERTAIN PRIOR NAMES OF THE DEBTOR (INCLUDING ALL PRIOR NAMES USED IN THE LAST 6 YEARS)
Aqua Clear Industries, LLC	09-11231	Aqua Clear Acquisition Company, LLC
ASCK, Inc.	09-11235	
ASEPSIS, Inc.	09-11236	
BioLab Company Store, LLC	09-11237	
BioLab Franchise Company, LLC	09-11238	
Bio-Lab, Inc.	09-11239	Lime-o-Sol Company
BioLab Textile Additives, LLC	09-11240	Callaway-Biolab JV, LLC; Callaway FMC JV, L.L.C.
CNK Chemical Realty Corporation	09-11241	
Crompton Colors Incorporated	09-11242	Crompton & Knowles Colors Incorporated
Crompton Holding Corporation	09-11244	Dyes & Chemicals Corporation; CK Holding Corporation
Crompton Monochem, Inc.	09-11245	
GLCC Laurel, LLC	09-11246	GLCC, LLC
Great Lakes Chemical Corporation	09-11247	Great Lakes Delaware, Inc.; Hydrotech Chemical Corporation; QO Chemicals; OSCA, Inc.
Great Lakes Chemical Global, Inc.	09-11249	
GT Seed Treatment, Inc.	09-11250	Gustafson, Inc.; Gustafson, LLC
HomeCare Labs, Inc.	09-11251	Consumer Products Growth Company
ISCI, Inc.	09-11252	Inland Specialty Chemical Corporation; Inland Specialty Chemicals, Inc.
KEM Manufacturing Corporation	09-11253	CNK Corporation
Laurel Industries Holdings, Inc.	09-11254	PDG Chemical Inc.
Monochem, Inc.	09-11255	
Naugatuck Treatment Company	09-11256	
Recreational Water Products, Inc.	09-11257	
Uniroyal Chemical Company Limited (Delaware)	09-11258	
Weber City Road LLC	09-11259	
WRL of Indiana, Inc.	09-11260	Great Lakes Chemical Trade Corporation; WIL Research Laboratories, Inc.

V. WHO DOES NOT NEED TO FILE A PROOF OF CLAIM

You **DO NOT** need to file a Proof of Claim for the following types of Claims:

- A. Any Claim for which you have already filed a Proof of Claim with the with the Clerk of the Bankruptcy Court in a format that is substantially similar to Official Bankruptcy Form No. 10;
- B. Any Claim that is listed on the Debtors' Schedules; provided, however, that:
 - (i) the Claim is not scheduled as "disputed," "contingent" or "unliquidated;"
 - (ii) you do not disagree with the amount, nature and priority of the Claim as set forth in the Schedules; and
 - (iii) you do not dispute that the Claim is an obligation of the specific Debtor(s) as set forth in the Schedules. Access to the Schedules is available as described in section VII. below;
- C. Any Claim that already has been allowed by an order of the Bankruptcy Court that was entered before October 30, 2009 at 12:00 p.m. (Eastern Time);
- D. Any Claim that already has been paid in full by any of the Debtors or any other party;
- E. Any Claim for which the Bankruptcy Court has already set a different filing deadline by an order that was entered before October 30, 2009 at 12:00 p.m. (Eastern Time);
- F. Any Claim held by one Debtor in these chapter 11 cases against any of the other Debtors;
- G. Any Claim held by any direct or indirect non-Debtor subsidiary or affiliate of Chemtura Corporation against any of the Debtors;
- H. Any Claim held by a current employee of any of the Debtors, to the extent that the Debtors were authorized by the Court to honor those claims in the ordinary course of their business such as for undisputed wages and benefits. For the avoidance of doubt, current employees must file proofs of claim by the Bar Date for all other claims against the Debtors arising before March 18, 2009, including claims for wrongful termination, discrimination, claims covered by the Debtors' workers' compensation insurance and any other workplace injury or other litigation claims. Employees **MUST** file a Proof of Claim by the Bar Date for all employee litigation Claims and disputed Claims;
- I. Any Claim held by a former employee of any of the Debtors for retirement benefits, including medical, surgical or hospital care benefits, or benefits in the event of sickness, accident, disability or death under any plan, fund or program (through the purchase of insurance or otherwise) maintained or established in whole or in part by the Debtors before March 18, 2009;
- J. Any Claim related to an Employee Qualified Pension Plan of any of the Debtors or their predecessors, including but not limited to the Chemtura Corporation Pension Plan;

- K. Any Claim that is limited exclusively to the repayment of principal, interest and/or other applicable fees and charges (“Debt Claim”) owed under any bond or note issued by the Debtors pursuant to an indenture (a “Debt Instrument”); except, (i) an indenture trustee under a Debt Instrument (the “Indenture Trustee”) MUST file one Proof of Claim by the Bar Date with respect to all of the amounts owed under each of the Debt Instruments and (ii) any holder of a Debt Claim wishing to assert any Claim besides a Debt Claim, including any litigation Claim, arising out of or relating to a Debt Instrument, MUST submit a Proof of Claim by the Bar Date;
- L. Any Claim that is based on an interest in an equity security of the Debtors; except, that if you wish to assert a Claim against any of the Debtors based on, without limitation, Claims for damages or rescission based on the purchase or sale of an equity security, or any other litigation Claim, you MUST submit a Proof of Claim by the Bar Date; and
- M. Any Claim allowable under sections 503(b) and 507(a)(1) of the Bankruptcy Code as expenses of administration, including claims for goods and services provided to, and accepted by, the Debtors after March 18, 2009, except if you wish to assert any Claim allowable under section 503(b)(9) of the Bankruptcy Code for goods provided to and accepted by the Debtors within 20 days before March 18, 2009, you MUST file a Proof of Claim by the Bar Date.

VI. SPECIAL DEADLINES APPLY TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Bankruptcy Code provides that the Debtors may, at any time before a plan of reorganization is confirmed by the Court, choose to reject certain executory contracts or unexpired leases. If your contract or lease is rejected, you may have a Claim resulting from that rejection. If the Debtors reject your contract or lease after October 30, 2009, you must file a Proof of Claim for damages relating to the rejection of your contract or lease by the later of: (a) the Bar Date; or (b) the date provided in the order authorizing the Debtor to reject the contract or lease, or, if no date is provided in the order, thirty (30) days after the date the order authorizing the rejection is entered.

VII. EXAMINATION OF SCHEDULES

Your Claim may be listed in the Debtors’ Schedules. The Debtors’ Schedules may be examined and inspected by interested parties during regular business hours at any of (a) the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022 or (b) the Clerk of the Court, United States Bankruptcy Court, Southern District of New York, One Bowling Green, Room 511, New York, New York 10004-1408, Monday through Friday, 9:00 a.m.-4:30 p.m. The Debtors’ Schedules and the Bar Date Order also are available online at www.kcellc.net/chemtura. All documents filed in the cases are accessible at the Court’s internet site: <https://ecf.nysb.uscourts.gov> through an account obtained from the PACER website at <http://pacer.psc.uscourts.gov>. You may also request a copy of the Debtors’ Schedules be mailed to you upon request either via electronic mail or CD. If you would like to make such a request,

you may do so via electronic mail to: kcc_chemtura@kccllc.com or via phone at: (866) 381-9100.

If the Debtors amend their Schedules after the Bar Date, the Debtors will notify all holders of the Claims that are affected by the amendment. Those holders will have an opportunity to file Proofs of Claim before a new deadline that will be specified in that future notice.

VIII. ACCESS TO PROOF OF CLAIM FORMS AND OTHER QUESTIONS

Additional information regarding the Bar Date, including Proof of Claim Forms and a copy of the Bar Date Order, may be obtained by contacting the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC, at 2335 Alaska Ave., El Segundo, California 90245, Telephone: (866) 381-9100. Proof of Claim Forms also may be obtained at Kurtzman Carson Consultants' website at www.kccllc.net/chemtura or at the Court's website at www.uscourts.gov/bankform.

Kurtzman Carson Consultants LLC cannot advise you how to, or whether you should, file a Proof of Claim. If you have additional questions that are not covered by this notice, you should consult an attorney to determine your rights and obligations.

Dated: August 31, 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE [COMMUNITY NAME] AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors, by the Debtors, [LEGACY COMPANY] or [PRIOR OPERATING COMPANY] at the [NAME OF RELEVANT PLANT OR DISPOSAL SITE] located at [ADDRESS OF PLANT OR DISPOSAL SITE], you **MUST** file a proof of claim form according to the instructions in the legal notice above by [**Bar Date**], *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “[NAME] Materials.”

- The [Plant or Disposal Site] produced _____.
- Contamination that may be present at or around the [Plant or Disposal Site] include _____.
- The [Plant or Disposal Site] has had asbestos-containing materials in its insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed by the [Plant or Disposal Site].

If you, or your property, or your spouse or immediate family member, was exposed to any of the [NAME] Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the [NAME] Materials, you **MUST** file a proof of claim form before [**Bar Date**]. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

SPECIAL NOTICE TO RESIDENTS OF THE [COMMUNITY NAME] AREA

As explained in the legal notice above, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to [CUSTOMER/RECIPIENT NAME], located at [PLANT ADDRESS], you **MUST** file a proof of claim form according to the instructions in the legal notice above by **[BAR DATE]**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **[BAR DATE]**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ____ Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE [COMMUNITY NAME] AREA

As explained in the legal notice above, on March 18, 2009, Chemtura Corporation and 26 of its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). The Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the [PLANT/FACILITY NAME] located at [PLANT ADDRESS], you **MUST** file a proof of claim form according to the instructions in the legal notice above by [**BAR DATE**], *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to coal tar, you **MUST** file a proof of claim form before [**BAR DATE**]. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura. [TO BE TRANSLATED TO SPANISH: If you have any exposure to coal tar at the ____ Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

Dated: [DATE XX], 2009
New York, New York

BY ORDER OF THE COURT

KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022

Counsel to the Debtors and Debtors in Possession

SPECIAL NOTICE TO RESIDENTS OF THE PHENIX CITY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Continental Carbon or Witco Corporation at the Phenix City Plant located at 1500 East State Docks Rd., Phenix City, Alabama 36869, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Phenix City Materials.”

- The Phenix City Plant produced rubber grade carbon black products, carbon nanotubes, conductive carbon blacks and other carbon-based products.
- Contamination that may be present at or around the Phenix City Plant include carbon black and related chemicals.
- The Phenix City Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Phenix City Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Phenix City Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Phenix City Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Phenix City Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE AXIS AND BAY MINETTE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Halby Chemical - Stauffer or Witco Corporation at the LeMoyne Plant located at U.S. Highway 43, Axis, Alabama 36505, or the Bay Minette Plant located at 43300 Highway 225, P.O. Box 147, Bay Minette, Alabama 36507, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "LeMoyne and Bay Minette Materials."

- The LeMoyne Plant produced thiocyanates. The Bay Minette Plant produced dinitrobutylphenol ("DNBP") and a polymer inhibitor with ortho secondary butylphenol ("OSBP"), sulfuric acid and nitric acid.
- Contamination that may be present at or around the LeMoyne Plant include thiocyanates in soil and groundwater. Contamination that may be present at or around the Bay Minette Plant include DNBP in groundwater and soil.
- The LeMoyne and Bay Minette Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the LeMoyne and Bay Minette Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the LeMoyne and Bay Minette Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the LeMoyne and Bay Minette Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the LeMoyne and Bay Minette Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free

translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE EL DORADO AND MAGNOLIA AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at:

El Dorado Central Plant located at 2226 Haynesville Highway, Highway 155, El Dorado, Arkansas 71730,

El Dorado South Plant, located at 324 Southfield Cutoff, El Dorado, Arkansas 71730,

El Dorado Newell Plant located at P.O. Box 7020, El Dorado, Arkansas 71731, or

El Dorado West Plant located at 5821 Shuler Rd., Magnolia, Arkansas 71753,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "El Dorado Materials."

- The Central Plant produces bromine, flame retardants and intermediates, oil field chemicals and agricultural products. The South Plant produces bromine, flame retardants, oil field chemicals and pharmaceutical-related chemicals. The West Plant and Newell Plant produce bromine.
- Contamination that may be present at or around the Central Plant include organic hydrocarbon contaminants, ethylene dibromide, 1, 2-dibromoethane, 1, 2-dichloroethane, ethylene dichloride, chloride plume polybrominated diphenylethers ("PBDEs") and general brine-related contamination. Also included at the Central Plant are chlorine, bromine, fluorine, ammonia, hydrogen sulfide, sour gas, methyl bromide, various acids and alkalis, solvents, etc. Contamination that may be present at or around the South Plant include general soil and groundwater brine-related contamination, residual chloride levels, volatile organic compounds including acetone, ethylene dichloride, methylene chloride, PDBEs and tetrachloroethylene. Also included at the South Plant are chemical substances used in the manufacture of these substances including, bromine, chlorine, fluorine, hydrogen fluoride, sour gas, hydrogen sulfide, styrene, toluene, sulfuric acid, ammonia, muriatic acid, phthalic anhydride and other solvents and chemicals. Contamination that may be present at or around the West Plant include groundwater contamination, chloride plume and general brine-related contamination. Also included at the West Plant are chemical substances used in the manufacturing operations including chlorine, bromine, fluorine, sour gas, hydrogen sulfide, ammonia and other chemicals. Contamination that may be present at or around the Newell Plant include groundwater contamination, chloride contamination and general brine-related contamination.
- The Central Plant, South Plant, West Plant and Newell Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos may have been used in any products or raw materials produced, manufactured, supplied or disposed of by the Central Plant, South Plant, West Plant or Newell

Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the El Dorado Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the El Dorado Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Central Plant, South Plant, West Plant and Newell Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE GLENDALE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Glendale Facility located at 5555 N. 51st Ave., Suite 101, Glendale, Arizona 85301, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Glendale Materials.”

- The Glendale Facility served as a warehouse for finished chemical products.
- The Glendale Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Glendale Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Glendale Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Glendale Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CITY OF INDUSTRY, RANCH DOMINGUEZ,
LOS ANGELES, NORTH HOLLYWOOD AND SANTA FE SPRINGS AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Witco Corporation at:

City of Industry, California Plant, located at 18945 E. San Jose Ave., City of Industry, California 91746,

Compton, California Plant located at 19530 South Alameda St., Ranch Dominguez, California 90221,

Century City Site located at 10100 Santa Monica Blvd., Suite 1470, Los Angeles California, 90067,

Santa Fe Springs, California Plant located at 8724 Dice Rd., Santa Fe Springs, California 90670,

Los Angeles Plant located at 1250 N. Main St., Los Angeles, California 90012

Great Lakes Chemical Corporation at:

City of Industry, California (Hydrotech) Plant located at 18400-18450 Gale Ave., City of Industry, California 91748, or

Chemtura Corporation or EM Corporation:

North Hollywood Plant located at 6940 Farmdale Ave., North Hollywood, California 91605,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The City of Industry Plant produced automotive batteries. The City of Industry (Hydrotech) Plant produced Hydrotech and Purex Pool Products. The Compton Plant produced oils and greases, block grease and automotive undercoatings. The Century City Site served as office space. The North Hollywood Plant produced solid film lubricant coatings, dry film coatings and solid film lubricants. The Santa Fe Springs Plant produced liquid detergents, surficants, DeSonal and DeSonate. The Los Angeles Plant produced steam cleaning products including Kool Grip and Mech Chem.
- Contamination that may be present at or around the City of Industry Plant include chlorinated volatile

organic compounds. Contamination that may be present at or around the City of Industry (Hydrotech) Plant include groundwater contamination, trichloroethylene, tetrachloroethene, trichloroethane 1,1-dichloroethane and chloroform. Contamination that may be present at or around the Compton Plant include soil and groundwater contamination involving polynuclear aromatic hydrocarbons, petroleum hydrocarbons, benzene, chloroform, 1,2-dichloroethane, trimethyl benzene, 1,1,1-trichloroethane, TPH and others.

- The Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE IRVINE, ORANGE AND BREA AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical at the Irvine Plants located at 17461 Derian Ave. and 2552 Kelvin Ave., Irvine, California 92614; or by Great Lakes Chemical Corporation or Inland Specialty Chemical (ISCI) at the Orange Facility located at 2023 Collins, Orange, California 92667; or by Chemtura Corporation or Uniroyal Chemical Company, Inc. at the Brea Facility located at 111 South Berry St., Brea, California 92821, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Irvine Plants formulated and packaged pesticide. The Orange Facility served as a tank farm.
- Contamination that may be present at or around the Irvine Plants include 1,2-DBE (ethylene dibromide, 1,2-dibromoethane), 1,2-dichloroethane, 1,2-dichlorophenols, 1,2,3-TCP, soil and groundwater contamination and halogenated organics. Contamination that may be present at or around the Orange Facility include trichloroethylene, trichloroethene, perchloroethene, tetrachloroethene and trichloroethane.
- The Irvine Plants, Orange Facility and Brea Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Irvine Plants, Orange Facility or Brea Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Irvine Plants, Orange Facility and

Brea Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MOUNTAIN VIEW AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation or EM Corporation at the Mountain View, California Plant located at 875 Maude Ave., Mountain View, California 94043, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Mountain View Materials."

- The Mountain View Plant fabricated metal parts and coated these parts with dry film lubricants.
- Contamination that may be present at or around the Mountain View Plant include perchloroethene and tetrachloroethene.
- The Mountain View Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Mountain View Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Mountain View Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Mountain View Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Mountain View Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE OILDALE AND MCFARLAND AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Golden Bear or Witco Corporation at the Oildale, California Plant located at 1134 Manor Rd., Oildale, California 93308 and the Mt. Poso Tank Farm located at 4100 Airport Drive, Oildale, California 93308, or Great Lakes Chemical Corporation at the McFarland Plant located at 13074 Zachary Ave., McFarland, California 93250, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Oildale Plant produced lube oils, asphalts and petroleum products. The Mt. Poso Tank Farm stored crude oil, earthen crude oil and also served as an acid sludge disposal area. The McFarland Plant repackages fumigant Terr-O-Gas® (methyl bromide).
- Contamination that may be present at or around the Oildale Plant include acid tars. Contamination that may be present at or around the Mt. Poso Tank Farm include hydrocarbon contamination and acidic and neutralized asphaltic tar. Contamination that may be present at or around the McFarland Plant include some bromine and miscellaneous chemical substances.
- The Oildale Plant and Mt. Poso Tank Farm have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Oildale Plant or Mt. Poso Tank Farm.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Oildale Plant and Mt. Poso Tank Farm located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE RICHMOND AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Richmond, California Plant located at 3655 Collins Ave. (formerly 850 Morton Ave.), Richmond, California 94804, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Richmond Materials."

- The Richmond Plant produced methyl ethyl ketone, peroxide, benzoyl peroxide paste, benzoyl peroxide, peroxyesters and peroxydicarbonates.
- Contamination that may be present at or around the Richmond Plant include residual tetramethyltetrahydrofuran in groundwater, isopropylbenzene, chlorobenzene, toluene, benzene, and methyl-tert-butyl ether.
- The Richmond Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Richmond Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Richmond Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Richmond Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Richmond Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice

please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ONTARIO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Santa Anna Facility located at 4051 Santa Anna St., Ontario, California 91761, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Santa Anna Materials."

- The Santa Anna Facility served as a warehouse for pool chemicals.
- The Santa Anna Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Santa Anna Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Santa Anna Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Santa Anna Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Santa Anna Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BETHANY, MIDDLEBURY AND NAUGATUCK AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Uniroyal Chemical Company, Inc. at:

Bethany Plant located at 74 Amity Rd., Bethany, Connecticut 06525,

Middlebury Plant located at 199 Benson Rd., Middlebury, Connecticut 06749,

Naugatuck Plant located at 280 Elm St., Naugatuck, Connecticut 06770, or

Naugatuck Facility located at 12 Spencer St., Naugatuck, Connecticut 06770,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Bethany Plant served as an agricultural research station and was used for the development and testing of pesticides, herbicides, fungicides and plant growth regulants. The Middlebury Plant serves as corporate headquarters and research and development facilities. The Naugatuck Plant produced specialty organic, agricultural and rubber chemicals. The Naugatuck Facility served as a technical support center.
- Contamination that may be present at or around the Bethany Plant include pesticide constituents in site soil, sediment in the storm water drainage and low levels of dichlorodiphenyltrichloroethane, Lindane and TPH. Contamination that may be present at or around the Middlebury Plant include groundwater contamination, including chlorinated hydrocarbons and Acetone. Contamination that may be present at or around the Naugatuck Plant include soil and groundwater contamination of aniline, acetone, o-xylene, phenol, PCBs, diphenylamine and other volatile organic compounds and semi-volatile organic compounds. Contamination that may be present at or around the Naugatuck Facility include boron contamination.
- The Bethany Plant, Middlebury Plant, Naugatuck Plant and Naugatuck Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Bethany Plant, Middlebury Plant, Naugatuck Plant or Naugatuck Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of

property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Bethany Plant, Middlebury Plant, Naugatuck Plant and Naugatuck Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NEW CASTLE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the New Castle Facilities located at 900 Wilmington Rd., New Castle, Delaware 19720 and 300 Centerpoint Blvd., New Castle, Delaware 19720; or by Halby Chemical or Witco Corporation at the Halby Plant located at Interstate 496, 600 Terminal Ave., New Castle, Delaware 19720, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The New Castle Facilities served as a distribution warehouses and storage facilities for pool chemicals. The Halby Plant produced various chemical products, including ammonium thiocyanate and glycolates. The Halby Plant was also used for chemical storage and distribution and trucking support.
- Contamination that may be present at or around the Halby Plant include volatile organics, semi volatiles and heavy metals, lagoon sediments, adverse impact on soil and groundwater, and carbon disulfide.
- The New Castle Facilities and Halby Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the New Castle Facilities or Halby Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the New Castle Facilities and Halby Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free

translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE JACKSONVILLE AREA

As explained in the legal above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Jacksonville, Florida Plant located at 3100 Talleyrand Ave., Jacksonville, Florida 32206, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Jacksonville Materials."

- The Jacksonville Plant served as a terminal for blending, packaging and distribution of petroleum based lubricants, etc. (including kerosene, gasoline and diesel fuel).
- Contamination that may be present at or around the Jacksonville Plant include free product refined oil; related organic compounds and lead; TPH and related constituents including benzene, chlorobenzene, ethylbenzene, xylenes, 1,2-dichlorobenzene, 1,3-dichlorobenzene and toluene.
- The Jacksonville Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Jacksonville Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Jacksonville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Jacksonville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Jacksonville Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE TAMPA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Southern Mill Creek Products or Witco Corporation at the Tampa Plant located at 5414 North 56th St., Tampa, Florida 33610, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Tampa Materials."

- The Tampa Plant produced agricultural chemicals, such as pesticides and herbicides.
- Contamination that may be present at or around the Tampa Plant include concentrations of Chlordane, Dieldrin, DDT, Endosulfan, Heptachlor epoxide, various solvents, Volatile Organic Compounds (VOC), Semi-Volatile Organic Compounds (SVOC), various pesticide constituents, Toxaphene, arsenic and Lindane and BHC compounds.
- The Tampa Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Tampa Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Tampa Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Tampa Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Tampa Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BELLE GRADE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation or QO Chemical at the Belle Grade Plant located at Airport Rd., Belle Grade, Florida 33430, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Belle Grade Materials.”

- The Belle Grade Plant was a furfural production site.
- Contamination that may be present at or around the Belle Grade Plant include furfural impact, raw materials and processing substances related to furfural manufacturing and low pH level in soil and groundwater.
- The Belle Grade Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Belle Grade Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Belle Grade Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Belle Grade Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Belle Grade Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SANFORD AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Uniroyal Chemical Company, Inc. at the Sanford Facility located at 3601 Celery Ave., Sanford, Florida 32771, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Sanford Materials.”

- The Sanford Facility was an agricultural experimental station and research and development facility. Various agricultural products, including experimental products and developmental substances were tested, applied to crops onsite and stored and managed onsite.
- Substances that may be present at or around the Sanford Facility include pesticides, herbicides and fungicides, including dieldrin and arsenic.
- The Sanford Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Sanford Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Sanford Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Sanford Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Sanford Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ATLANTA, TUCKER AND LAWRENCEVILLE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Atlanta Site located at 1533 Marietta Rd., Atlanta, Georgia 30318, the Tucker Site located at 2075 Tucker Industrial Rd., Tucker, Georgia 30084 or the Lawrenceville Site located at 1735 North Brown Rd., Lawrenceville, Georgia 30043, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Atlanta Site stored and handled petroleum products. The Tucker Plant produced industrial cleaning products.
- Contamination that may be present at or around the Atlanta Site include petroleum hydrocarbon, BTEX (benzene, toluene, ethylbenzene, and xylenes) and chlorinated volatile organic impacts in soil and groundwater. Contamination that may be present at or around the Tucker Plant include volatile organic compound, polycyclic aromatic hydrocarbons, pesticides and herbicides.
- The Atlanta Site, Tucker Site and Lawrenceville Site have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Atlanta Site, Tucker Site or Lawrenceville Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Atlanta Site, Tucker Site and Lawrenceville Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE AUGUSTA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Augusta Site located at 1271 Gordon Hwy, Augusta, Georgia 30901 you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Augusta Materials."

- The Augusta Site was a former gas station.
- Contamination that may be present at or around the Augusta Site include TPH, xylene and lead.
- The Augusta Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Augusta Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Augusta Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Augusta Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Augusta Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CONYERS AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Conyers Plants located at the following addresses: 1700 Old Covington Hwy, 1350 Lester Rd., 1601 Rockdale Industrial Blvd., 1715 Dogwood Dr., Conyers, Georgia 30012, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Conyers Materials."

- One or more of the Conyers Plants produced pool and spa chemicals including such chemicals in powder, tablet, stick and liquid form. These products were marketed under various brands including BioGuard®, SpaGuard®, Omni®, HydroTech®, Guardex®, PoolSeason®, PoolTime® and AquaChem®. Household products produced at the Conyers Plants include Greased Lightning® and The Works®.
- Contamination that may be present at or around the Conyers Plants include lithium hypochlorite, bromochlorodimethylhydantoin ("BCDMH"), dichlor, trichlor, aluminium, barium, boron, chromium, potassium, lead, different acids and alkalies, polybrominated diphenylethers ("PBDEs") and titanium.
- The Conyers Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Conyers Plants.
- Additionally, on May 25, 2004, there was a fire at the Conyers Plant located at 1739 Dogwood Drive (the "Conyers Fire"). As a result of the Conyers Fire, a plume of smoke and/or chemical vapors spread over parts of the Conyers and surrounding areas.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Conyers Materials, including as a result of the Conyers Fire, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Conyers Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call

1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Conyers Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ALBERT CITY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Southwest PetroChem or Witco Corporation at the Albert City Plant located at 2nd St. and Orchard St., Albert City, Iowa 50510, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Albert City Materials."

- The Albert City Plant produced grease guns.
- Contamination that may be present at or around the Albert City Plant include various degreasing and cleaning solvents, trichloroethylene, trichloroethane, dichloroethane, dichloroethylene, vinyl chloride and volatile organic compound in groundwater and/or ambient air.
- The Albert City Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Albert City Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Albert City Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Albert City Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Albert City Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CLEARING, LOMBARD, MELROSE PARK,
BLUE ISLAND, ORLAND, CHICAGO AND FOREST PARK AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Witco Corporation at:

Clearing Plant located at 6200 W. 51st, Clearing, Illinois 60638,
Melrose Park Site located at 2701 Lake St., Melrose Park, Illinois 60160,
Blue Island Plant located at 14000 South Seeley Ave., Blue Island, Illinois 60406,
Orland Park Facility located at 9797 West 151 St., Orland Park, Illinois 60462,
Chicago Facility located at 9210 S. Sagamon St., Chicago, Illinois 60620, or
Forest Park Facility located at 7750 Industrial Drive, Forest Park, Illinois 60130; or by

Great Lakes Chemical Corporation or E/M Corporation at:

Lombard Plant located at 129 Eisenhower Lane South, Lombard, Illinois 60148,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Clearing Plant historically produced asphalt, industrial organic chemicals, hydrotopes, polyethers, and latex polymers. The Clearing Plant also produced stearates, surfactants, lubricants, and waxes. The Melrose Park Site was a research facility. The Blue Island Plant produced anionic surfactants, oils and solvents. The Forest Park Facility is a specialty chemicals storage facility.
- Contamination that may be present at or around the Clearing Plant include volatile organic compounds and semi-volatile organic compounds, including polycyclic aromatic hydrocarbons, in soil and ground water. Contamination that may be present at or around the Melrose Park Site include lead, volatile organic chemicals, semi-volatile organic chemicals, etc. Contamination that may be present at or around the Lombard Plant include volatile organic compound and some other heavy metals in soil.
- The Clearing Plant, Melrose Park Site, Blue Island Plant, Orland Park Facility, Chicago Facility, Forest Park Facility and Lombard Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Clearing Plant, Melrose Park Site, Blue Island Plant, Orland Park Facility, Chicago Facility, Forest Park Facility or Lombard Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Clearing Plant, Melrose Park Site, Blue Island Plant, Orland Park Facility, Chicago Facility, Forest Park Facility and Lombard Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE LAWRENCEVILLE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of Chemtura Corporation or Witco Corporation at the Lawrenceville Plant located at 802 Ash St., Lawrenceville, Illinois 62439, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Lawrenceville Materials."

- The Lawrenceville Plant produced asphalt, specialty oils, fatty acids and other chemicals.
- Contamination that may be present at or around the Lawrenceville Plant include hydrocarbons, such as benzene and benzo(a)pyrene.
- The Lawrenceville Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lawrenceville Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lawrenceville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Lawrenceville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Lawrenceville Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MAPLETON AND PEKIN AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Crompton Corporation at the Mapleton Plant located at 8220 W. Rte. 24, Mapleton, Illinois 61547 or by Chemtura Corporation or Trace Chemical at the Pekin Facility located at 2320 Lakecrest Drive, Pekin, Illinois 61554, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Mapleton Plant produced aluminium alkyls, specifically triethylaluminum, ethylaluminum sesquichloride and diethylaluminum chloride. The Pekin Facility is a crop formulation facility and warehouse.
- Contamination that may be present at or around the Lawrenceville Plant include aluminum, solvents and other industrial chemicals. Contamination that may be present at or around the Pekin Site include various agricultural products, various chemicals and pesticides (lindane and derivatives).
- The Mapleton Plant and Pekin Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Mapleton Plant or Pekin Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Mapleton Plant and Pekin Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free

translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NEW HAVEN AND FORT WAYNE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lake Chemicals or Inland Specialty Chemical, Inc. at the New Haven Plant located at 15202 Edgerton Rd., Bldg. T-209, New Haven, Indiana 46774, or by Chemtura Corporation or Witco Corporation at the Fort Wayne Warehouse located at 931 Leesburg, Fort Wayne, Indiana 46803, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “New Haven and Fort Wayne Materials.”

- The New Haven Plant produced electronic materials and stored and blended commercial and industrial petroleum distillates, solvents and chemicals. The Fort Wayne Warehouse served as a distribution warehouse for aero oil.
- Contamination that may be present at or around the New Haven Plant include chlorinated hydrocarbon and petroleum hydrocarbons.
- The New Haven Plant and the Fort Wayne Warehouse have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the New Haven Plant or Fort Wayne Warehouse.

If you, or your property, or your spouse or immediate family member, was exposed to any of the New Haven and Fort Wayne Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the New Haven and Fort Wayne Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the New Haven Plant and the Fort Wayne Warehouse located at the addresses listed above, your legal rights may be affected by this notice. To

obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE INDIANAPOLIS AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Indianapolis Sites located at 2215 N. Alvord St., Indianapolis, Indiana 46205 and 9025 N. River Rd., Suite 400, Indianapolis, Indiana 46240, or by Chemtura Corporation, Richardson Battery or Witco Corporation at the Indianapolis Site located at 3500 East 20th St., Indianapolis, Indiana 46218, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Indianapolis Materials."

- The Indianapolis Sites were a distribution warehouse for aero oil, an office building and a warehouse and battery casing manufacturing facility.
- Contamination that may be present at or around the Indianapolis Sites include trichloroethylene (TCE), perchloroethylene (PCE) and lead in soil and groundwater.
- The Indianapolis Sites have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Indianapolis Sites.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Indianapolis Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Indianapolis Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Indianapolis Sites located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this

notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ASHLEY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Ashley Plants located at 601 Thompson Drive and 101 Souther Parker Drive, Ashley, Indiana 46705, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Ashley Materials.”

- The Ashley Plants produce household cleaners and blended and packaged acid based cleaning products.
- Contamination that may be present at or around the Ashley Plants include include heavy acidity and heavy metal constituents in soil and groundwater.
- The Ashley Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Ashley Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Ashley Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Ashley Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Ashley Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE WEST LAFAYETTE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at the West Lafayette Site located at 1801 US Highway 52 West, PO Box 2200, West Lafayette, Indiana 47996, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “West Lafayette Materials.”

- The West Lafayette Site is a research & development site for various flame retardant substances and some agricultural chemicals.
- Contamination that may be present at or around the West Lafayette Site include volatile and semi-volatile organics in soil and groundwater, carbon tetrachloride, BTEX (benzene, toluene, ethylbenzene and xylenes) and chloroform.
- The West Lafayette Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the West Lafayette Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the West Lafayette Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the West Lafayette Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the West Lafayette Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE OLATHE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Southwest PetroChem or Witco Corporation at the Olathe Plant located at 1400 South Harrison, Olathe, Kansas 66061, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, or you will forever lose your rights to recover on your claim in the future.

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Olathe Materials."

- The Olathe Plant produced various greases and oils, including Adogen 179-D.
- The Olathe Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Olathe Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Olathe Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Olathe Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Olathe Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE
GEISMAR, GONZALEZ, HARVEY, TAFT AND HARAHAH AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Uniroyal Chemical Company, Inc. at:

Monochem Facility located at 4266 Hwy. 73, Geismar, Louisiana 70734,
Geismar Facility located at 36191 Hwy 30, PO Box 397, Geismar, Louisiana 70734, and
Spedale Landfill Site located at Highway 429, Gonzalez, Louisiana, 70737; or by

Chemtura Corporation or Witco Corporation at:

Gretna Plant located at 4th St., Harvey, Louisiana 70058,
Taft Plant located at 471 Highway 3142, Taft, Louisiana, 70057, and
Harahan Plant located at 1320 Sams Ave., Harahan, Louisiana, 70123,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Monochem Facility was a utility supply facility and provided steam, potable water and other utilities to other plants operating in Geismar. The Geismar Facility produced various rubber chemicals such as UBOB, Flexzone, Thiazoles, etc., EPDM rubber and other agricultural chemicals. The Spedale Landfill Site operated as a waste landfill and burn pit area. The Spedale Landfill Site also has a pond. The Gretna Plant produced refined petroleum products. The Taft Plant produced chemicals including, Drapex® epoxy oils and esters that enhance the appearance and durability of vinyl compounds; methyl, butyl and octyl organotin compounds used as additives in the polyvinyl chloride industry to enhance the various physical and chemical properties of vinyl compounds; methyl and octyl-tin heat stabilizers used in food packaging applications; thiochemicals and intermediates used in wide variety of chemical processes in pharmaceuticals, glass, metal refining, textiles, agriculture, paper, petroleum, photography and graphic arts; thioethers and thioesters used in the manufacture of plastics, elastomers, pharmaceuticals, chemicals, biological intermediates, cosmetics and personal-care products; and mixed-metals stabilizers used used in the manufacture of flexible polyvinyl chloride products. The Harahan Plant produced industry specialty products.
- Contamination that may be present at or around the Monochem Facility include benzene, formaldehyde and other chemicals in soil and groundwater. Contamination that may be present at or around the Geismar Facility include diphenylamine ("DPA"), nitrosodiphenylamine ("n-DPA"), aniline, toluene,

xylene, chlorobenzene, ethylene di-chloride (“EDC”) and various other chemicals. Contamination that may be present at or around the Spedale Landfill Site include n-DPA, DPA and toluene. Contamination that may be present at or around the Gretna Plant include petroleum hydrocarbons, heavy metals and magnesium oxide solid centerfuge rejects (“MOSCR”). Contamination that may be present at or around the Taft Plant include tin, solvents, soyabean oil and other substances. Contamination that may be present at or around the Harahan Plant include arsenic and other substances.

- The Monochem Facility, the Geismar Facility, the Gretna Plant, the Taft Plant and the Harahan Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos may have been used in any products or raw materials produced, manufactured, supplied or disposed of by the Monochem Facility, the Geismar Facility, the Gretna Plant or the Taft Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Monochem Facility, the Geismar Facility, the Gretna Plant, the Taft Plant and the Harahan Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE COLUMBIA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Pioneer Asphalt at the Creosote Terminal Plant located at Dillon St., Columbia, Louisiana, 71418, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Creosote Terminal Materials."

- The Columbia Plant produced asphalt and other heavy end carbon material.
- Contamination that may be present at or around the Columbia Plant include petroleum hydrocarbons, creosote, poly aromatic hydrocarbons, and petroleum by-products.
- The Columbia Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Columbia Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Creosote Terminal Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Creosote Terminal Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Columbia Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE WESTLAKE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Lake Charles chemical plant located at 910 Interstate 10 West, Westlake, Louisiana, 70669, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Lake Charles Materials."

- The Lake Charles Plant produced industrial specialty products.
- Contamination that may be present at or around the Lake Charles Plant include arsenic and other substances.
- The Lake Charles Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lake Charles Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lake Charles Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Lake Charles Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Lake Charles Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ROSEVILLE AND DETROIT AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation or E/M Corporation at the Roseville Facility located at 16470 East Thirteen Mile Rd., Roseville, Michigan, 48066 or by Chemtura Corporation or Witco Corporation at the Highland Park Facility located at 350-400 Midland Ave., Detroit, Michigan, 48203, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Roseville Facility contained a metal coating and engraving operation. The Highland Park Facility was a chemical storage facility.
- Contamination that may be present at or around the Roseville Facility include methyl ethyl ketone ("MEK"), also known as butanone. Contamination that may be present at or around the Highland Park Facility include chromic acid and barium nitrate as well as known volatile organic compounds in the soil.
- The Roseville Facility and Highland Park Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Roseville Facility or Highland Park Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Roseville Facility and Highland Park Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free

translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ADRIAN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by BioLab, Inc. at the Adrian Plant located at 1400 East Michigan St., Adrian, Michigan, 49221, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Adrian Materials.”

- The Adrian Plant produces pool chemicals, including bromochloro dimethyl hydantoin (“BCDMH”) and dimethyl hydantoin (“DMH”).
- Contamination that may be present at or around the Adrian Plant include various chemicals and raw materials used at the facility.
- The Adrian Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Adrian Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Adrian Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Adrian Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Adrian Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE WASHINGTON AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Washington Facility located at 100 Shawn Court, Washington, Missouri, 63090, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Washington Materials.”

- The Washington Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Washington Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Washington Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Washington Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Washington Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE HERNANDO AND MEMPHIS AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Hernando Plant located at 1715 Cedar Lake Circle, Hernando, Mississippi, 38632, or by Chemtura Corporation and Witco Corporation at the Memphis Site located at 3018 Bell Ave., Memphis, Tennessee, 38108, or by Great Lakes Chemical Corporation or QO Chemicals Inc. at the Memphis Site located at 3324 Chelsea Ave., Memphis, Tennessee, 38108, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Hernando and Memphis Materials."

- The Memphis Sites produced polymeg and furfural derivatives.
- Contamination that may be present at or around the Memphis Site include toluene, furfural, furfuryl alcohol, tetrahydrofuran, petroleum hydrocarbons and heavy metals.
- The Hernando Plant and the Memphis Sites have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Plant and Sites.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Hernando and Memphis Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Hernando and Memphis Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Hernando Plant and the Memphis Sites located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE LOWELL AND GASTONIA AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Crompton Colors Incorporated at the Lowell dye manufacturing plant located at Spencer Mounter Rd., Lowell, North Carolina, 28098, or by Chemtura Corporation or Uniroyal Chemical Company, Inc. at the Gastonia manufacturing plant located at 214 West Ruby Ave., Gastonia, North Carolina, 28054, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Lowell and Gastonia Materials."

- The Lowell Plant produces textile dyes. The Gastonia Plant produced urethane products Adiprene®/Vibrathane®, Octamine®, Vitavax®, Polywet®, Omite®, LFTDI, Royal® MH30 and rubber labels.
- Contamination that may be present at or around the Lowell Plant include chloride, lead, nickel, benzene, phenol, chromium, and sulfates. Contamination that may be present at or around the Gastonia Plant include various raw materials used in the manufacture of these chemical products.
- The Lowell and Gastonia Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lowell and Gastonia Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lowell and Gastonia Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Lowell and Gastonia Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Lowell and Gastonia Plants located

at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE RALEIGH AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Uniroyal Chemical Company, Inc. at the Raleigh Facility located at 158 Wind Chime Court, Raleigh, North Carolina, 27615, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Raleigh Materials."

- The Raleigh Facility operated as a product storage warehouse.
- The Raleigh Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Raleigh Facility .

If you, or your property, or your spouse or immediate family member, was exposed to any of the Raleigh Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Raleigh Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Raleigh Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE PATERSON AND OAKLAND AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Paterson Plant located at 2 Wood St., Paterson, New Jersey, 07524 or the Oakland Facility located at 100 Bauer Drive, Oakland, New Jersey, 07436, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Paterson Plant produced detergents, surfactants, soap and other chemicals. The Oakland Facility was primarily a research facility.
- Contamination that may be present at or around the Paterson Plant include isopropylbenzene, toluene, xylene, cumene, benzene, ethylbenzene, and methane.
- The Paterson Plant and Oakland Facility have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Paterson Plant and Oakland Facility located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NEWARK, BERKELEY HEIGHTS, CLARK
AND NUTLEY AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Witco Corporation at:

Newark Plant located at 652 Doremus Ave., Newark, New Jersey, 07105, or by

Crompton Colors Incorporated at:

Crompton Colors Plant located at 52 Amsterdam St., Newark, New Jersey, 07105, and
Nutley Plant located at 10 Kingsland St., Nutley, New Jersey, 07110, or by

Chemtura Corporation or Witco Corporation at:

Berkeley Heights waste disposal site (“Disposal Site”) located at 81 Industrial Road,
Berkeley Heights, NJ, 07922, or by

Chemtura Corporation, Witco Corporation, or Richardson Battery at:

Clark Plant located at 175 Terminal Avenue, Clark, NJ, 07066,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Materials.”

- The Newark Plant produced glycerins, oil-based fatty acid, and stearates. The Crompton Colors and Nutley Plants produced dyes. The Disposal Site contained a waste lagoon area. The Clark Plant produced plastic dyes and molds.
- Contamination that may be present at or around the Newark Plant include TPH and metals. Contamination that may be present at or around the Crompton Colors Plant include aniline, chlorobenzene and other substances. Contamination that may be present at or around the Nutley Plant include polychlorinated biphenyls (“PCB”), azo-dyes and chlorobenzene. Contamination that may be present at or around the Disposal Site include volatile and semi-volatile organic compounds as well as metal in the site’s groundwater.
- The Plants and Disposal Site have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or

disposed of by the Plants and Disposal Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. ***If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.*** Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Plants and Disposal Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE EAST BRUNSWICK, PERTH AMBOY, FORDS
AND EAST HANOVER AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or KEM Manufacturing Corporation at the East Brunswick Plant located at 25 Cotters Lane, East Brunswick, New Jersey, 08816 or by Chemtura Corporation or Witco Corporation at the Perth Amboy Plant located at 1000 Convery Blvd., Perth Amboy, New Jersey, 08861, or by Chemtura Corporation, Kaufman Holdings or Hatco, Inc. at the Fords Plant located at 1020 King George Post Rd., Fords, New Jersey, 08863, or by Chemtura Corporation, Kaufman Holdings or Anderol, Inc. at the East Hanover Plant located at 215 Merry Lane, East Hanover, New Jersey, 07936, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “East Brunswick, Perth Amboy, Fords and East Hanover Materials.”

- The East Brunswick Plant produced industrial cleaning products and chlorinated solvents. The Perth Amboy Plant produces Fomrez® polyesters, WitcoBond® polyurethane dispersions, Lubrical® sterates, and Emcol® surfacants. The Fords Plant produces lubricant grade esters for use in aviation, refrigeration, industrial, automotive and personal applications. The East Hanover Plant produces greases and lubricants.
- Contamination that may be present at or around the East Brunswick Plant include chlorinated hydrocarbons. Contamination that may be present at or around the Perth Amboy Plant include polychlorinated biphenyls (“PCB”). Contamination that may be present at or around the Fords Plant include polychlorinated biphenyls (“PCB”) and light non-aqueous phase liquid (“LNAPL”). Contamination that may be present at or around the East Hanover Plant include PCBs, perchloroethene and tetrachloroethene (“PCE”) as well as trichloroethylene and trichloroethene (“TCE”).
- The East Brunswick, Perth Amboy, Fords and East Hanover Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the East Brunswick, Perth Amboy, Fords or East Hanover Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the East Brunswick, Perth Amboy, Fords and East Hanover Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type

of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the East Brunswick, Perth Amboy, Fords and East Hanover Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the East Brunswick, Perth Amboy, Fords and East Hanover Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE HARMONY TOWNSHIP AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Brainards Plant located at 2555 River Rd., Harmony Township, New Jersey, 08865, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Brainards Materials."

- The Brainards Plant produced anhydrous aluminum chloride, chlorinated paraffins, and sulfurized oil additives.
- Contamination that may be present at or around the Brainards Plant include nonene and fuel oil, volatile organic compound ("VOC"), polychlorinated biphenyls ("PCB"), and chlorinated compounds such as tetrachloroethene and perchloroethene ("PCE").
- The Brainards Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Brainards Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Brainards Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Brainards Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Brainards Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ARDEN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Las Vegas Asphalt Terminal located at 6400 West Richmond Ave., Arden, Nevada, 89118, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Las Vegas Materials."

- The Las Vegas Asphalt Terminal received, stored and shipped asphalt.
- Contamination that may be present at or around the Las Vegas Asphalt Terminal include total petroleum hydrocarbons ("TPH").
- The Las Vegas Asphalt Terminal has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Las Vegas Asphalt Terminal .

If you, or your property, or your spouse or immediate family member, was exposed to any of the Las Vegas Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Las Vegas Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Las Vegas Asphalt Terminal located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BROOKLYN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the administrative and lab space of the Argus Facility located at 633 Court St., Brooklyn, New York, 11231 or at the Argus Plant located at 688-700 Court St., Brooklyn, New York, 11231, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Brooklyn Materials."

- The Argus Facility provided administrative and lab space for the nearby Argus chemical blending and production plant. The Argus Plant produced soaps, salts, phosphites and epoxy stabilizers.
- Contamination that may be present at or around the Argus Facility include coal tar. Contamination that may be present at or around the Argus Plant include petroleum, phenols, volatile organic compound ("VOC"), semi-volatile organic compound ("SVOC"), and polychlorinated biphenyls ("PCB").
- The Argus Facility and Plant have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Argus Facility and Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Brooklyn Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Brooklyn Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Argus Facility and Plant located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this

notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE LOCKPORT AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Kendall Oil at the Lockport gas station located at 2 West Ave., Lockport, New York, 14094, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Lockport Materials."

- The Lockport site operates as a gas station.
- Contamination that may be present at or around the Lockport site include gasoline-related contamination and lead .
- The Lockport site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lockport site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lockport Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Lockport Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Lockport site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SPRINGVILLE AND BUFFALO AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Kendall Oil at the Springville gas station located at 270 West Main St., Springville, New York, 14141, Buffalo gas station located at 102 Rapin Place, Buffalo, New York, 14213 or the Kendall Oil warehouse facility located at 307 Connecticut St., Buffalo, New York, 14213, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Kendall Oil Materials.”

- Two of these sites operated as gas stations and one as a warehouse facility.
- Contamination that may be present at or around the Springville Gas Station and Buffalo Gas Station include petroleum and lead.
- The Springville Gas Station, Buffalo Gas Station and Kendall Oil Warehouse have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Kendall Oil Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Kendall Oil Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Springville Gas Station, Buffalo Gas Station and Kendall Oil Warehouse located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SCIO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation or Kendall Oil at the Scio gas station located at the intersection of CR 9, CR 10 and State Route 19, Scio, New York, 14880, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Scio Materials."

- The Scio Site operated as a gas station.
- Contamination that may be present at or around the Scio Site include petroleum and lead.
- The Scio Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Scio Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Scio Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Scio Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Scio Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE TARRYTOWN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Tarrytown administrative and lab facility located at 771 Old Saw Mill River Rd., Tarrytown, New York, 10591, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Tarrytown Materials."

- The Tarrytown Facility served as lab space.
- The Tarrytown Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Tarrytown Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Tarrytown Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Tarrytown Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Tarrytown Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE
PAINESVILLE, CLEVELAND AND BAY VILLAGE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by:

Chemtura Corporation or Uniroyal Chemical Company, Inc. at:

Painesville Plant located at 720 Fairport Nursery Rd., Painesville, Ohio 44077; or by

Chemtura Corporation, Uniroyal Chemical Company, Inc. at:

Painesville Facility located at Fairport Nursery Rd., Painesville, Ohio 44077; or by

Chemtura Corporation, Witco Corporation, or Allied Kelite Co. at:

Cleveland Site located at 3401 W. 140th St., Cleveland, Ohio 44111; or by

Chemtura Corporation at:

Bay Village Site located at 571 Lake Forest, Bay Village, Ohio 44140,

you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Painesville Plant produced magnesium metals, polyvinyl chloride ("PVC") and Paracril products - synthetic nitrile rubbers. The Cleveland Site produced and packaged petroleum products and plating chemicals.
- Contamination that may be present at or around the Painesville Plant include vinyl chloride, acrylonitrile, 1,3-butadiene, mercury salts and radioactive material from iron used in the production of magnesium metals. Contamination that may be present at or around the Painesville Facility include vinyl chloride, polyvinyl chloride resin, fly ash and mercuric chloride. Contamination that may be present at or around the Cleveland Site include petroleum hydrocarbons from quenching oil releases and light non-aqueous phase liquid ("LNAPL").
- The Painesville Plant, Painesville Facility, Cleveland Site and Bay Village Site have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Painesville Plant, Painesville Facility, Cleveland Site or Bay Village Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and

if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Painesville Plant, Painesville Facility, Cleveland Site and Bay Village Site located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE PONCA CITY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation, or Continental Carbon Company at the Ponca City Plant located at Hwy 177, Ponca City, Oklahoma, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Ponca City Materials."

- The Ponca City Plant produced carbon black.
- The Ponca City Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Ponca City Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Ponca City Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Ponca City Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Ponca City Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE KLAMATH FALLS AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Klamath Falls Plant located at 2936 Hillyard Ave., Klamath Falls, Oregon, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Klamath Falls Materials."

- The Klamath Falls Plant produced asphalt.
- Contamination that may be present at or around the Klamath Falls Plant include volatile organic compounds, polycyclic aromatic hydrocarbons, dicloroethylene, trichloroethylene, and vinyl chloride.
- The Klamath Falls Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Klamath Falls Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Klamath Falls Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Klamath Falls Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Klamath Falls Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE RICHLAND TOWNSHIP AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Bakerstown Site located at State Rd., Richland Township, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Bakerstown Materials.”

- The Bakerstown Site produced lubricants.
- Contamination that may be present at or around the Bakerstown Site include total petroleum hydrocarbons and volatile organic compounds.
- The Bakerstown Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Bakerstown Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Bakerstown Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Bakerstown Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Bakerstown Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BRADFORD AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Bradford Site located at 77 North Kendall Ave., Bradford, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Bradford Materials.”

- The Bradford Site produced motor oil, diesel, gasoline, and other wax products.
- Contamination that may be present at or around the Bradford Site include iron, manganese, petroleum hydrocarbons, benzene toluene, xylene and ethylbenzene.
- The Bradford Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Bradford Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Bradford Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Bradford Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Bradford Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE PETROLIA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Petrolia Site located at Route 268, Petrolia, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Petrolia Materials."

- The Petrolia Site produced refined oil products, including white oils, petrolatum, and waxes.
- Contamination that may be present at or around the Petrolia Site include benzene, arsenic, lead, resorcinol, and sulfonic acid.
- The Petrolia Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Petrolia Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Petrolia Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Petrolia Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Petrolia Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE TRAINER AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Trainer Site located at 3300 4th St., Trainer, Pennsylvania, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Trainer Materials."

- The Trainer Site produced corrosion inhibitors and oil additives.
- Contamination that may be present at or around the Trainer Site include volatile organic compounds and sulfuric acid.
- The Trainer Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Trainer Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Trainer Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Trainer Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Trainer Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE READING AND GIBRALTER AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Crompton Colors Incorporated at the Reading Plant located at 500 Pear St., Reading, Pennsylvania or at the Gibraltar Plant located at Route 724, Gibraltar, Pennsylvania 19508, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Materials."

- The Reading Plant and Gibraltar Plant were dye production and manufacturing facilities.
- Contamination that may be present at or around the Gibraltar Plant include volatile, semivolatile and inorganic materials in the soil and metals and organic materials in the groundwater. Contamination that may be present at or around the Reading Plant include volatile, semivolatile, organic and inorganic materials and metals.
- The Reading and Gibraltar Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Reading or Gibraltar Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Reading Plant and Gibraltar Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NEWPORT AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at the Newport Plant located at 380 Chemwood Drive, Newport, Tennessee, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Newport Materials."

- The Newport Plant produced polymer additives and stabilizers.
- Contamination that may be present at or around the Newport Plant include benzene, methyl chloride, bromine, toluene, hexane, ammonia, vidate, and wastewater.
- The Newport Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Newport Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Newport Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Newport Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Newport Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MARSHALL AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Marshall Site located at Highway 59 North and Bussey Rd., Marshall, Texas, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Marshall Materials.”

- The Marshall Site produced peroxide.
- Contamination that may be present at or around the Marshall Site include tertiary butyl alcohol and methyl ethyl ketone.
- The Marshall Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Marshall Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Marshall Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Marshall Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Marshall Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE LAREDO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Great Lakes Chemical Corporation at the Laredo Plant located at 7418 FM 1472 Mines Rd., Laredo, Texas you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Laredo Materials."

- The Laredo Plant produced antimony trioxide.
- Contamination that may be present at or around the Laredo Plant include antimony, lead and mercury.
- The Laredo Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Laredo Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Laredo Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Laredo Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Laredo Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE HOUSTON AND LAPORTE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Houston Site located at 3200 Brookfield Drive, Houston, Texas, or by Chemtura Corporation or Crompton Corporation at the Houston Site located at 15200 Almeda Rd., Houston, Texas 77053, or by Great Lakes Chemical Corporation at the LaPorte Plant located at 9401 Strang Rd., LaPorte, Texas 77571, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Houston and LaPorte Materials."

- The Houston Sites served as a research and development facility. The LaPorte Plant was affiliated with the aluminum chloride business.
- Contamination that may be present at or around the Houston Sites include low levels of metal in the soil.
- The Houston Sites and LaPorte Plant have asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Houston Sites and LaPorte Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Houston and LaPorte Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Houston and LaPorte Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Houston Sites and LaPorte Plant located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE DALLAS AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Witco Corporation, or Kendall Oil Co. at the Dallas Site located at 2611 Andjon Drive, Dallas, Texas, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Dallas Materials."

- The Dallas Site produced lubricants.
- Contamination that may be present at or around the Dallas Site include lead and total petroleum hydrocarbons.
- The Dallas Site has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Dallas Site.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Dallas Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Dallas Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Dallas Site located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE POINT COMFORT AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Point Comfort Plant located at State Highway 35, Point Comfort, Texas, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Point Comfort Materials."

- The Point Comfort Plant produced coal tar and asphalt.
- Contamination that may be present at or around the Point Comfort Plant include coal tar pitch and total petroleum hydrocarbon.
- The Point Comfort Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Point Comfort Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Point Comfort Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Point Comfort Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Point Comfort Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE FORT WORTH AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Fort Worth Plants located at 611 East Northside Drive, Fort Worth, Texas 76164 and 598 North Beach, Fort Worth, Texas 76111 and 215 NE 14th St., Fort Worth, Texas, 76164, or by Chemtura Corporation or EM Corporation at the Fort Worth Plant located at 6525 Midway, Fort Worth Texas, 76117, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Fort Worth Materials."

- The Fort Worth Plants served as research and development facilities, former technical centers and former grease and oil products sites.
- Contamination that may be present at or around the Fort Worth Plants include fire-based exposure and underground storage tank leaks causing subsurface contamination..
- The Fort Worth Plants have had asbestos-containing materials in their insulation and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Fort Worth Plants.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Fort Worth Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Fort Worth Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Fort Worth Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this

notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE FRIENDLY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Sisterville Plant located at 3500 West Virginia State Rd. 2, Friendly, West Virginia, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Sisterville Materials.”

- The Sisterville Plant produced specialty chemicals, silicone and silane products, and organic chemical intermediates.
- Contamination that may be present at or around the Sisterville Plant include polychlorinated biphenyls (PCBs).
- The Sisterville Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Sisterville Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Sisterville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Sisterville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Sisterville Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NITRO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Great Lakes Chemical Corporation at the Nitro Plant located at 200 Pickens Rd., Nitro, West Virginia, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Nitro Materials."

- The Nitro Plant produced plasticizers, flame-retardant chemicals, aluminum chloride, and phosphorus-based chemicals lubricants.
- Contamination that may be present at or around the Nitro Plant include benzene, dimethylphenol, methylphenols, polycyclic aromatic hydrocarbons, tributyl phosphate, bis(2-ethylhexyl)phthalate, aluminum, arsenic, elemental phosphorus, 1,4-dioxane, carbon tetrachloride, chloroform, vinyl chloride lead, and total petroleum hydrocarbons.
- The Nitro Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Nitro Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Nitro Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Nitro Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Nitro Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MORGANTOWN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation at the Morgantown Plant located at 100 Morgantown Industrial Park, Morgantown, West Virginia, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Morgantown Materials."

- The Morgantown Plant produces organophosphates and alkyl phenols.
- Contamination that may be present at or around the Morgantown Plant include 1,2-dichloroethane, acids, phosphorous tri chloride, phenol and nonenes.
- The Morgantown Plant has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Morgantown Plant.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Morgantown Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Morgantown Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Morgantown Plant located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE FRESNO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation at the Fresno Facility located at 1530 East Shaw Ave., Suite 105, Fresno, California 93710, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Fresno Materials."

- The Fresno Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Fresno Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Fresno Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Fresno Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Fresno Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE GREENWICH AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Greenwich Facility located at One American Lane, Greenwich, Connecticut 06831, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Greenwich Materials.”

- The Greenwich Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Greenwich Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Greenwich Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Greenwich Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Greenwich Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE LAKELAND AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Bio Lab, Inc. at the Lakeland Facility located at 3125 Drane Field Rd., Lakeland, Florida 33811, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Lakeland Materials."

- The Lakeland Facility served as a distribution and storage facility for pool and spa chemicals.
- The Lakeland Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Lakeland Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Lakeland Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Lakeland Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Lakeland Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CISNE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by the Debtors at the Cisne Facility located at Route 2, Box 219c, Cisne, Illinois 62823, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following "Cisne Materials."

- The Cisne Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Cisne Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Cisne Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to any of the Cisne Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kcellc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Cisne Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kcellc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE DUBLIN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation or Witco Corporation at the Dublin Facility located at 5777 Frantz Rd., Dublin, Ohio 43017, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Dublin Materials.”

- The Dublin Facility served as research and development facility.
- The Dublin Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Dublin Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Dublin Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Dublin Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Dublin Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SUNRAY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Continental Carbon or Witco Corporation at the Sunray Facility located at Star Route 1, Sunray, Texas 79086, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Sunray Materials.”

- The Sunray Facility served as production facility for certain carbon products.
- The Sunray Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Sunray Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Sunray Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Sunray Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Sunray Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE JANESVILLE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. If you have any claim against a Debtor related to exposure to any products, raw materials or contaminants listed below that were produced, manufactured, supplied, used or disposed of by Chemtura Corporation, Sherex or Witco Corporation at the Janesville Facility located at 2001 Afton Rd., Janesville, Wisconsin 53547, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

As part of the bankruptcy process, the Debtors are required to provide notice to those who may have a claim caused by exposure to the following “Janesville Materials.”

- The Janesville Facility has had asbestos-containing materials in its insulation, packing material and fireproofing. Asbestos was not, and is not, used in any products or raw materials produced, manufactured, supplied or disposed of by the Janesville Facility.

If you, or your property, or your spouse or immediate family member, was exposed to any of the Janesville Materials, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of “claims” that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property’s exposure to any of the Janesville Materials, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the Janesville Facility located at the address listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SIOUX CITY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005, Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to American Popcorn Company, located at 1 Fun Place, Sioux City, Iowa 51108-1300, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the American Popcorn Company Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BERNE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Amish Country Popcorn, located at 5433 S. 150 E, Berne, Indiana 46711, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Amish Country Popcorn Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NORTHBROOK, WAUKEGAN, CHICAGO,
DOWNERS GROVE, CAROL STREAM, NORTHFIELD AND NORTHLAKE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to:

Bell Flavors & Fragrances, located at 500 Academy Drive, Northbrook, Illinois 60062-2497;

Cornfields, located at 3898 Sunset Ave., Waukegan, Illinois 60087-3258

Brach's Confections, located at 401 N. Cicero Ave., Chicago, Illinois 60644;

Flavorchem, located at 1525 Brook Drive, Downers Grove, Illinois 60515;

FONA (Flavors of North America), located at 525 Randy Road, Carol Stream, Illinois 60188 or located at 303 Northfield Road, Northfield, Illinois, 60093

you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Belle Flavors & Fragrances, Cornfields, Brach's, Flavorchem or FONA Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-

866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE COMMERCE AND SOUTH EL MONTE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Carmi Flavors & Fragrance, located at 6030 Scott Way, Commerce, California 90040-3516, or to California Snack Foods, located at 2131 Tyler Ave., South El Monte, California 91733-2754, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Carmi Flavors & Fragrance and California Snack Foods Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MARION AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Con-Agra, located at 3333 Harding Hwy. E. and 1550 Cascade Drive, Marion, Ohio 43302, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Con-Agra Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE
EDINA, HASTINGS, LAKEVILLE, NEW PRAGUE AND SHAKOPEE AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to ConAgra Foods, located at the following addresses: 7700 France Ave. S #200 or 3350 4th Ave. E, Edina, Minnesota 55435; 2005 Vermillion St., Hastings, Minnesota 55033-3652; 21325 Hamburg Ave., Lakeville, Minnesota 55044-8341; 100 2nd Ave. SW, New Prague, Minnesota 56071; or 3350 4th Ave. E., Shakopee, Minnesota 55379-1748, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, or *you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ConAgra Foods Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE HAMBURG AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to ConAgra Foods, located at 2301 Washington St., 2201 Washington St. and 3158 Washington St., Hamburg, Iowa 51640-1835, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ConAgra Foods Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE IRVINE AND FOOTHILL RANCH AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. I Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to ConAgra Grocery Products, located at 3353 Michelson Drive, Irvine, California 92612 or to Mission Flavors & Fragrances Inc., located at 25882 Wright, Foothill Ranch, California 92610-3503, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the ConAgra Grocery Products and Mission Flavors & Fragrances Inc. Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MURRAY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Ellis Popcorn Co., located at 101 East Poplar St., Murray, Kentucky 42071, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Ellis Popcorn Co. Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE VALPARAISO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Family Time Popcorn Inc. (Family Time Snacks), located at 463 E US Highway 30, Valparaiso, Indiana 46383-9564, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Family Time Popcorn Inc. (Family Time Snacks) Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SAN DIEGO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gaslamp Popcorn Company, located at 7920 Airway Rd. A-5, San Diego, California 92154, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gaslamp Popcorn Company Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE
PERRYVILLE, MCBRIDE AND FENTON AREAS

AAs explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 615 Old Saint Mary's Rd., Perryville, Missouri 63775-1836 or at 8366 North Highway 51, McBride, Missouri 63776; or to Mastertaste, located at 747 Sunpark Drive, Fenton, Missouri 63026-5315, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee and Mastertaste Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE JOPLIN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 3727 East 27th St., Joplin, Missouri 64804, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CHESTER AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 1031 State St., Chester, Illinois 62233, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MOMENCE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Gilster-Mary Lee, located at 305 East Washington, Momence, Illinois 60954, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Gilster-Mary Lee Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BENNETTSVILLE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to International Cup Corp./Soler, located at 577 International Rd., Bennettsville, South Carolina 29512-3468, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the International Cup Corp./Soler Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE LINCOLN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Lincoln Snacks Company, located at 5020 S. 19th St., Lincoln, Nebraska 68512-1222, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Lincoln Snacks Company Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE GREENVILLE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, located at HC 2 Box 2560, Greenville, Missouri 63944-9705, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CLARK AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, located at 160 Terminal Ave., Clark, New Jersey 07066-1319, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE TETERBORO AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, Inc., located at 546 Route 46 E and 546 US Highway 46, Teterboro, New Jersey 07608, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste, Inc. Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE WAUNAKEE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Mastertaste, located at 202 Moravian Valley Rd., Waunakee, Wisconsin 53597-2513, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Mastertaste Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SAC CITY AND MANSON AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Noble Distributor, located at 401 N. 13th St., Sac City, Iowa 50583-1103 or Manson Industries, located at 820 1st Ave., Manson, Iowa 50563-5000, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Noble Distributor or Manson Industries Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE PHILADELPHIA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Shafco Haakenson, located at 1152 Germantown Ave., Philadelphia, Pennsylvania 19123, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Shafco Haakenson Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SHANNON AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Tee Lee Popcorn, located at 110 W. Market St., Shannon, Illinois 61078-9024, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Tee Lee Popcorn Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CORYDON AND PALMYRA AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Vogel Popcorn, located at 835 Quarry Rd. NW, Corydon, Indiana 47112, or to Gettelfinger Popcorn Co. Inc., located at 3055 W. Bradford Rd., N.E., Palmyra, Indiana 47164, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Vogel Popcorn or Gettelfinger Popcorn Co. Inc. Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE INDIANAPOLIS AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Weaver Popcorn Co., located at 9850 West Point Drive, Suite 100, Indianapolis, Indiana 46256, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Weaver Popcorn Co. Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE SAND COULEE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Yatsko's Popcorn, located at 425 Blaine St., Sand Coulee, Montana 59472, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Yatsko's Popcorn Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE RIDGWAY AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Bird's Eye Foods (formerly Agrilink Foods), located at 606 W. Main Street, Ridgway, Illinois 62979, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Bird's Eye Foods (formerly Agrilink Foods) Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE CINCINNATI, OHIO
AND ERLANGER, KENTUCKY AREAS

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to Givaudan, located at 1199 Edison Dr., Cincinnati, Ohio 45216-2265 or Wild Flavors, located at 1261 Pacific Avenue, Erlanger, Kentucky 41018, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 p.m. (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the Givaudan or Wild Flavors Plants located at the addresses listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MENOMONEE FALLS AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. From 1998 to 2005 Chemtura Corporation sold diacetyl to food flavoring companies throughout the United States. Among other things, diacetyl was used by these food flavoring companies to make butter flavoring. If you have any claim against Chemtura Corporation related to exposure to diacetyl, acetoin and/or acetaldehyde that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to International Flavors & Fragrances, located at N92W14224 Anthony Ave., Menomonee Falls, Wisconsin 53051-0774, you **MUST** file a proof of claim form according to the instructions in the legal notice that is enclosed with this mailing by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you or your spouse or immediate family member was exposed to diacetyl, acetoin and/or acetaldehyde, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to exposure to diacetyl, acetoin and/or acetaldehyde, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any connection to the use or mixing of butter flavoring at the International Flavors & Fragrances Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ALCOA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Alcoa located at 2300 N. Wright Rd., Alcoa, Tennessee 37701, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Alcoa Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE BADIN AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Badin located at Highway 470, P. O. Box 576, Badin, North Carolina 28009, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Badin Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE FERNDALE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Ferndale located at 4050 Mountain View Rd., P.O. Box 937, Ferndale, Washington 98248, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Ferndale Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE FREDERICK AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Frederick located at 5601 Major Wood Rd., Frederick, Maryland 21703, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Frederick Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE MASSENA AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Massena located at Park Ave. East, Massena, New York 13662, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Massena Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE NEWBURGH AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Newburgh located at Highway 66, Newburgh, Indiana 47629, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Newburgh Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE POINT COMFORT AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Point Comfort located at State Highway 35, Point Comfort, Texas 77978, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Point Comfort Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE ROCKDALE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Rockdale located at Market Rd. 1786, Rockdale, Texas 76567, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Rockdale Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

SPECIAL NOTICE TO RESIDENTS OF THE WENATCHEE AREA

As explained in the legal notice above, the Bankruptcy Court has set a deadline for submitting claims against the Debtors. Chemtura Corporation sold coal tar throughout the United States. If you have any claim against Chemtura Corporation related to exposure to coal tar that was supplied, sold or distributed by Chemtura Corporation directly or indirectly to the Wenatchee Plant located at 6200 Malaga/Alcoa Highway, Malaga, Washington 98828, you **MUST** file a proof of claim form according to the instructions in the legal notice above by **October 30, 2009 at 5:00 (PDT)**, *or you will forever lose your rights to recover on your claim in the future.*

If you, or your property, or your spouse or immediate family member, was exposed to coal tar, and if that exposure directly or indirectly caused injury that becomes apparent either now or in the future, you may have a claim under various legal theories for damages. Among other things, personal injury damages could relate to physical, emotional or other personal injuries, such as personal or bodily injury, wrongful death, loss of consortium, medical monitoring, survivorship or proximate, consequential, general and special damages or punitive damages. Among other things, property-related damages could relate to cost of removal, diminution of property value or economic loss, or proximate, consequential, general and special damages or punitive damages. More information about the type of "claims" that must be filed before the deadline is included in paragraph 5 of the legal notice above.

To preserve your claim against the Debtors relating to your or your property's exposure to coal tar, you **MUST** file a proof of claim form before **October 30, 2009 at 5:00 (PDT)**. *If you do not file a proof of claim form, you will forever lose your right to bring any claim against the Debtors in the future.* Filing a proof of claim form does not automatically entitle you to compensation.

For more information about the filing process and/or to receive a proof of claim form, please call 1-866-381-9100 or visit www.kccllc.net/chemtura.

[TO BE TRANSLATED TO SPANISH: If you have any exposure to Coal Tar at the Wenatchee Plant(s) located at the address(es) listed above, your legal rights may be affected by this notice. To obtain a free translation of this notice please call 1-866-381-9100 or visit www.kccllc.net/chemtura.]

LIST OF PUBLICATIONS

ADRIAN DAILY TELEGRAM	COLUMBUS LEDGER-ENQUIRER
ARIZONA REPUBLIC	CONTRA COSTA TIMES
ATLANTA JOURNAL CONSTITUTION	DALLAS MORNING NEWS
AUBURN STAR	DANBURY NEWS TIMES
AUGUSTA CHRONICLE	DECATUR DAILY DEMOCRAT
AUSTIN AMERICAN STATESMAN	DES MOINES REGISTER
BAKERSFIELD CALIFORNIAN	DETROIT NEWS & FREE PRESS
BALDWIN TIMES	EASTON EXPRESS-TIMES
BATON ROUGE ADVOCATE	EL DORADO NEWS - TIMES
BELLINGHAM HERALD	EVANSVILLE COURIER & PRESS
BERGEN COUNTY RECORD	FORT DODGE MESSENGER NEWS
BRADFORD ERA	FORT LAUDERDALE SUN-SENTINEL
BUFFALO NEWS	FORT WAYNE JOURNAL GAZETTE & NEWS SENTINEL
BUTLER EAGLE	FORT WORTH STAR-TELEGRAM
CALDWELL WATCHMAN PROGRESS	FREDERICK NEWS-POST
CAPE GIRARDEAU SOUTHEAST MISSOURIAN	FREEPORT JOURNAL STANDARD
CARBONDALE SOUTHERN ILLINOISIAN	FRESNO BEE
CHARLESTON GAZETTE AND DAILY MAIL	GALLATIN DEMOCRAT
CHARLOTTE OBSERVER	GASTON GAZETTE
CHICAGO TRIBUNE	GLENDALE TODAY
CINCINNATI ENQUIRER	GONZALES WEEKLY CITIZEN
CLEVELAND PLAIN DEALER	GREAT FALLS TRIBUNE
COLUMBIA STATE	GREENWICH TIME
COLUMBUS DISPATCH	

LIST OF PUBLICATIONS

HAMBURG REPORTER	MARLBORO HERALD ADVOCATE
HERALD REPUBLICAN	MARSHALL NEWS MESSENGER
HOME NEWS TRIBUNE	MARYVILLE-ALCOA DAILY TIMES
HOUSTON CHRONICLE	MEMPHIS COMMERCIAL APPEAL
INDIANAPOLIS STAR	MILWAUKEE JOURNAL SENTINEL
INLAND VALLEY DAILY BULLETIN	MINNEAPOLIS STAR TRIBUNE
JACKSONVILLE FLORIDA TIMES UNION	MOBILE REGISTER
JANESVILLE GAZETTE	MONROE NEWS-STAR
JOPLIN GLOBE	MOORE COUNTY NEWS PRESS
KANKAKEE DAILY JOURNAL	MORGANTOWN DOMINION POST
KLAMATH FALLS HERALD AND NEWS	MORRISTOWN DAILY RECORD
KNOXVILLE NEWS SENTINEL	MURRAY LEDGER & TIMES
LAFAYETTE JOURNAL AND COURIER	NEWARK STAR-LEDGER
LAKE CHARLES AMERICAN PRESS	NEW ORLEANS TIMES PICAYNE
LAKELAND LEDGER	NEWPORT PLAIN TALK
LAREDO MORNING TIMES	NEW YORK POST
LAS VEGAS REVIEW JOURNAL	OGDENSBURG JOURNAL
LAWRENCEVILLE DAILY RECORD	OLATHE NEWS
LINCOLN JOURNAL STAR	OMAHA WORLD HERALD
LOS ANGELES TIMES	ORANGE COUNTY REGISTER
LOUISVILLE COURIER JOURNAL	ORLANDO SENTINEL
MADISON WISCONSIN STATE JOURNAL	PALM BEACH POST
MAGNOLIA BANNER NEWS	PASSAIC COUNTY HERALD NEWS
MARION STAR	PEKIN DAILY TIMES

LIST OF PUBLICATIONS

PEORIA JOURNAL STAR

PHILADELPHIA INQUIRER

PITTSBURGH POST-GAZETTE

PONCA CITY NEWS

POPLAR BLUFF DAILY AMERICAN REPUBLIC

PORT LAVACA WAVE

RALEIGH NEWS AND OBSERVER

READING EAGLE

RIDGWAY NEWS

ROCKDALE CITIZEN

ROCKFORD REGISTER STAR

SAN DIEGO UNION - TRIBUNE

SAN JOSE MERCURY NEWS

SHREVEPORT TIMES

SIOUX CITY JOURNAL

SOUTH ARKANSAS SUNDAY NEWS

STANLY NEWS & PRESS

Exhibit D

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
CHEMTURA CORPORATION, <i>et al.</i> , ¹	)	Case No. 09-11233 (REG)
)	
Debtors.	)	Jointly Administered
)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING
THE JOINT CHAPTER 11 PLAN OF CHEMTURA CORPORATION, *ET AL.***

This Order (this “**Confirmation Order**”) is entered to effectuate the *Bench Decision on Confirmation*, dated October 21, 2010 [Docket No. 4334] (the “**Bench Decision**”) in the above-captioned chapter 11 cases of Chemtura Corporation (“**Chemtura**”) and its affiliated debtors and debtors in possession (collectively, the “**Debtors**”). The Bench Decision is incorporated herein by reference. The Debtors having:

- a. commenced, on March 18, 2009 (the “**Original Petition Date**”), these chapter 11 cases (collectively, the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);²
- b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); CNK Chemical Realty Corporation (5340); Chemtura Canada Co./Cie (5047); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

² On August 8, 2010, Chemtura Canada Co./Cie (“**Chemtura Canada**”), commenced its case under chapter 11 of the Bankruptcy Code, which is being jointly administered with the Chapter 11 Cases pursuant to the *Order Directing Joint Administrative of Chemtura Canada Co./Cie’s Chapter 11 Case with the Original Debtors’ Related Chapter 11 Cases* [Docket No. 3531].



- c. filed, on June 17, 2010, the *Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 2922]³ and the *Disclosure Statement for the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 2923] (the “**Disclosure Statement**”), which documents were subsequently amended and modified, as described herein;⁴
- d. filed, on June 17, 2010, the *Debtors’ Motion for Entry of an Order Approving (A) the Adequacy of the Disclosure Statement and (B) Notice of the Hearing to Approve the Disclosure Statement* [Docket No. 2924];
- e. filed, on June 17, 2010, the *Debtors’ Motion for Entry of an Order Authorizing the Debtors to Enter Into a Plan Support Agreement with the Creditors’ Committee and Certain Holders of the Debtors’ 2009 Notes, 2016 Notes and 2026 Debentures* [Docket No. 2926];
- f. filed, on July 2, 2010, the *Debtors’ Motion for Entry of an Order (A) Fixing Dates and Deadlines Related to Confirmation of the Plan; (B) Approving Procedures for Soliciting and Tabulating the Votes on, and for Objecting to, the Plan; (C) Approving Rights Offering Procedures; and (D) Approving the Manner and Form of Notices and Documents Relating to the Plan* [Docket No. 3083];
- g. filed, on September 2, 2010, the *Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3765] (as amended and supplemented, the “**Plan Supplement**”), filed the amendments and supplements thereto filed on September 2, 2010 [Docket No. 3766], September 3, 2010 [Docket No. 3785], September 15, 2010 [Docket No. 3985], September 16, 2010 [Docket No. 4013], September 20, 2010 [Docket No. 4061], September 21, 2010 [Docket No. 4086], September 22, 2010 [Docket No. 4091] and October 29, 2010 [Docket No. 4382];
- h. filed, on July 2, 2010, a revised version of the Plan [Docket No. 3153] and a revised version of the Disclosure Statement [Docket No. 3163];
- i. filed, on July 2, 2010, the *Notice of Filing of Exhibit 1 (Rights Offering Procedures) to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3084];
- j. filed, on July 20, 2010, a further revised version of the Plan [Docket No. 3325] and a further revised version of the Disclosure Statement [Docket No. 3324];

³ Capitalized terms used but not otherwise defined in this Confirmation Order shall have the meanings ascribed to such terms in the *Joint Chapter 11 Plan of Chemtura Corporation, et al.*, dated October 29, 2010 [Docket No. 4387] (the “**Plan**”) and attached hereto as **Exhibit A**. The rules of interpretation set forth in Section 1.3 of the Plan shall apply to this Confirmation Order. To the extent there are any conflicts between this Confirmation Order and the Bench Decision, the terms of the Bench Decision shall govern.

⁴ For the avoidance of doubt, the Disclosure Statement used in connection with the solicitation of votes to accept or reject the Plan, as authorized by the Court, is the *Disclosure Statement for the Joint Chapter 11 Plan of Chemtura Corporation, et al.* filed on August 5, 2010 [Docket No. 3503].

- k. filed, on July 30, 2010, the *Debtors' Motion to (A) Enter into Certain Agreements in Connection with Anticipated Exit Financing, (B) Incur and Pay Related Fees, Indemnities and Expenses; and (C) Enter into an Amendment to their Amended and Restated Credit Agreement in Connection Therewith* [Docket No. 3432];
- l. filed, on August 5, 2010, the solicitation version of the Plan [Docket No. 3497] and the solicitation version of the Disclosure Statement [Docket No. 3503];
- m. commenced, on August 8, 2010, the chapter 11 case of Chemtura Canada in this Court;
- n. distributed solicitation materials beginning on or about August 12, 2010, consistent with the Bankruptcy Code, the Bankruptcy Rules and the *Order (A) Fixing Date and Deadlines Related to Confirmation of the Plan; (B) Approving Procedures for Soliciting and Tabulating the Votes on, and for Objecting to, the Plan; (C) Approving Rights Offering Procedures; and (D) Approving the Manner and Form of Notices and Documents Relating to the Plan* [Docket No. 3491] (the “**Solicitation Procedures Order**”), which Solicitation Procedures Order also approved, among other things, solicitation procedures (the “**Solicitation Procedures**”) and related notices, forms and ballots (collectively, the “**Solicitation Packages**”), as evidenced by the *Affidavit of Service of Robert Q. Klamser re: Solicitation of Materials for the Revised Joint Chapter 11 Plan of Reorganization and Revised Disclosure Statement* [Docket Nos. 3497, 3491 and 3503] [Docket No. 3661] (the “**KCC Affidavit**”) and the *Affidavit of Christine Azzaro of Solicitation Documents to Holders of Debt and Equity Securities* [Docket No. 3665] (the “**Epiq Affidavit**”);
- o. published, on August 25, 2010 and August 26, 2010, respectively, notice of the Confirmation Hearing (the “**Confirmation Hearing Notice**”) in *The New York Times* and *USA Today (National Edition)*, consistent with the Solicitation Procedures Order, as evidenced by the *Affidavits of Publication of Notice of (A) Hearing to Consider Confirmation of the Chapter 11 Plan Filed by the Debtors and (B) Related Voting and Objection Deadlines* [Docket No. 3739] (collectively, the “**Publication Affidavits**”);
- p. filed, on September 13, 2010, the *Declaration of Robert Q. Klamser Regarding Voting on, and Tabulation of Ballots Accepting and Rejecting, the Joint Chapter 11 Plan of Chemtura Corporation, et al., with Respect to Claims in Class 1, Class 4a, Class 4b, Class 5, Class 10 and Class 11* [Docket No. 3955] and the *Declaration of Stephenie Kjonvedt of Epiq Bankruptcy Solutions, LLC Regarding Voting on, and Tabulation of Ballots Accepting and Rejecting, the Joint Chapter 11 Plan of Chemtura Corporation, et al. with Respect to Claims and Interests in Class 6, Class 7, Class 8 and Class 13a* [Docket No. 3956] (collectively, the “**Voting Certifications**”) each detailing the results of the Plan voting process;

- q. filed, on September 3, 2010, the *Debtors' Memorandum of Law in Support of Confirmation of Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3783] (the "**Plan Confirmation Brief**");⁵
- r. filed, on September 3, 2010, the *Debtors' Motion for an Order Establishing a Distribution Reserve Amount with Respect to Disputed Claims in Connection with Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3779] (the "**Disputed Claims Reserve Motion**");
- s. filed, on September 3, 2010, the *Debtors' Motion for an Order Establishing a Distribution Reserve Amount with Respect to Class 11 Environmental Claims in Connection with the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3782];
- t. filed, on March 19, 2010, the *Debtors' Motion for Entry of an Order Authorizing the Estimation of Diacetyl Claims, Establishing Estimation Procedures, and Granting Certain Related Relief* [Docket No. 2281];
- u. filed, on September 14, 2010, the *Debtors' Omnibus Reply to Objections to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3983] (the "**Omnibus Reply**");
- v. filed under seal, on September 14, 2010, the *Debtors' Consolidated Reply to the Confirmation Objections of the Official Committee of Equity Security Holders, Fiduciary Counselors Inc., and Investcorp Interlachen Multi-Strategy Master Fund Limited* (the "**Valuation Reply**");⁶
- w. filed, on September 15, 2010, a revised version of the Plan to reflect certain technical amendments to the terms thereof [Docket No. 3984];
- x. filed, on September 20, 2010, a revised version of the Plan to reflect certain technical amendments to the terms thereof [Docket No. 4060]; and
- y. filed, on October 29, 2010, a revised version of the Plan to reflect certain technical amendments to the terms thereof [Docket No. 4387].

This Court having:

⁵ Additionally, on September 3, 2010, the Creditors' Committee and the Ad Hoc Bondholders' Committee filed the *Official Committee of Unsecured Creditors' Memorandum of Law in Support of Confirmation of the Debtors' Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3780] and the *Ad Hoc Committee of Bondholders' Brief in Support of Confirmation of the Debtors' Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3784], respectively (together, the "**Committee Confirmation Briefs**").

⁶ Additionally, on September 14, 2010, the Creditors' Committee and the Ad Hoc Bondholders' Committee filed under seal the *Omnibus Reply of the Official Committee of Unsecured Creditors of Chemtura Corporation, et al. to Objections to Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al.* and the *Reply Brief of the Ad Hoc Bondholder Committee to the Objection of the Official Committee of Equity Security Holders to Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al., Debtors*, respectively.

- z. entered, on August 5, 2010, the Solicitation Procedures Order [Docket No. 3491];
- aa. entered, on August 5, 2010, the *Order Approving the (A) Adequacy of the Disclosure Statement and (B) Notice of the Hearing to Approve the Disclosure Statement* [Docket No. 3492] (the “**Disclosure Statement Order**”);
- bb. entered, on August 9, 2010, the *Order Authorizing the Debtors to (A) Enter Into Certain Agreements in Connection with Anticipated Exit Financing, (B) Incur and Pay Related Fees Indemnities and Expenses and (C) Enter Into an Amendment to Their Amended and Restated Credit Agreement in Connection Therewith* [Docket No. 3535];
- cc. entered, on August 9, 2010, the *Order Authorizing the Debtors to Enter into an Amended Plan Support Agreement with the Creditors’ Committee and Certain Holders of the Debtors’ 2009 Notes, 2016 Notes and 2026 Debentures* [Docket No. 3527];
- dd. set September 16, 2010, at 9:45 a.m., Eastern Daylight Time, as the date and time for the commencement of the Confirmation Hearing pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128 and 1129 of the Bankruptcy Code;⁷
- ee. entered, on September 24, 2010, the *Order Establishing a Distribution Reserve Amount with Respect to Class 11 Environmental Claims in Connection with Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 4113], which order was revised pursuant to the *Revised Order Establishing a Distribution Reserve Amount with Respect to Class 11 Environmental Claims in Connection with Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al.*, entered on October 19, 2010 [Docket No. 4302];
- ff. entered, on September 24, 2010, the *Order Estimating Diacetyl Claims and Authorizing Chemtura Corporation and Chemtura Canada Co./Cie to Establish the Diacetyl Reserve* [Docket No. 4119];
- gg. entered, on October 29, 2010, an order with respect to the Disputed Claims Reserve Motion [Docket No. 4383], which establishes several reserves that together make up the Disputed Claims Reserve as defined in the Plan;
- hh. reviewed the Plan, the Disclosure Statement, the Plan Confirmation Brief, the Omnibus Reply, the Committee Confirmation Briefs and the Valuation Reply and all pleadings, exhibits, statements, responses and comments regarding Confirmation, including all objections, statements and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases, including those objections listed on **Exhibit B** hereto (collectively, the “**Plan Objections**”);

⁷ The Court held additional hearings with respect to Confirmation on September 20, 2010, September 21, 2010 and September 22, 2010. These dates, taken together, are collectively referred to herein as the “**Confirmation Hearing.**”

- ii. heard the statements, arguments and objections made by counsel in respect of Confirmation;
 - jj. considered all oral representations, testimony, documents, filings and other evidence regarding Confirmation;
 - kk. considered any and all objections to the Plan and to Confirmation and all statements and reservations of rights with respect thereto, including the Plan Objections, and to the extent such Plan Objections have not been sustained for the reasons set forth in the Bench Decision and reflected in this Confirmation Order, consensually resolved or withdrawn, overruled such objections on the merits;
- ll. taken judicial notice of all papers and pleadings filed in the Chapter 11 Cases; and
- mm. entered the Bench Decision on October 21, 2010.

NOW, THEREFORE, it appearing to the Court that notice of the Confirmation Hearing, the Plan and all modifications thereto have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby and that any party in interest so affected has had the opportunity to object to Confirmation; and, after due deliberation and based upon the record described above, it appearing to the Court that the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing establish just cause for the relief granted herein; the Court hereby makes and issues the following Findings of Fact, Conclusions of Law and Order:⁸

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED
THAT:

⁸ The findings of fact and the conclusions of law set forth herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law set forth in the Bench Decision are hereby incorporated herein. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

A. Jurisdiction and Venue

1. On the Original Petition Date, the domestic Debtors commenced the Chapter 11 Cases in this Court; Chemtura Canada commenced its Chapter 11 Case in this Court on August 8, 2010. Venue in this Court was proper as of the Original Petition Date with respect to the domestic Debtors and as of August 8, 2010 as to Chemtura Canada pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2). The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1334. The Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

B. Eligibility for Relief

2. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code.

C. Commencement and Joint Administration of the Chapter 11 Cases

3. On the Original Petition Date, the domestic Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. By prior order of the Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015 [Docket No. 64]. On August 8, 2010, Chemtura Canada filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court, which case has been jointly administered with the Chapter 11 Cases of the domestic Debtors [Docket No. 3531]. The Debtors have operated their businesses and managed their properties as debtors in possession since each of their respective commencement dates pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

D. Plan Supplement

4. On September 2, 2010, the Debtors filed the Plan Supplement [Docket No. 3766], consisting of the following: (a) a list identifying the New Boards; (b) a list of Assumed Executory Contracts and Unexpired Leases and proposed cure claims; (c) a list of Rejected Executory Contracts and Unexpired Leases; (d) a list of retained Causes of Action; (e) the Exit Credit Facility Agreement; (f) the New Certificates of Incorporation; (g) the New By-Laws; (h) a description of the elected treatment of Intercompany Claims; (i) the New Incentive Plan; (j) the Emergence Incentive Plan; (k) the New Employment Agreements; (l) the D&O Liability Insurance Policies; (m) the Registration Rights; (n) a list identifying the Disbursing Agents; and (o) the Rights Offering Instructions and Forms.

5. On September 3, 2010, the Debtors filed an addendum to the Plan Supplement [Docket No. 3785], consisting of an addendum to the list of Assumed Executory Contracts and Unexpired Leases and proposed Cure claims.

6. On September 15, 2010, the Debtors filed an amendment and supplement to the Plan Supplement [Docket No. 3985], consisting of the following: (a) a supplement and amendments to the list of Assumed Executory Contracts and Unexpired Leases and proposed Cure Claims; and (b) amended terms concerning the Registration Rights.

7. On September 16, 2010, the Debtors filed an amendment and supplement to the Plan Supplement [Docket No. 4013], consisting of the following: (a) a supplement and amendments to the list of Assumed Executory Contracts and Unexpired Leases and proposed Cure claims; and (b) a supplement to the list of retained Causes of Action.

8. On September 20, 2010, the Debtors filed an amendment and supplement to the Plan Supplement [Docket No. 4061], consisting of the following: (a) a supplement and

amendments to the list of Assumed Executory Contracts and Unexpired Leases and proposed Cure claims; (b) a supplement to the list of rejected Executory Contracts and Unexpired Leases; and (c) an amendment to the senior secured term facility credit agreement as part of the Exit Financing provided for under the Plan.

9. On September 21, 2010, the Debtors filed an amendment and supplement to the Plan Supplement [Docket No. 4086], consisting of a supplement to the Emergence Incentive Plan.

10. On September 22, 2010, the Debtors filed an amendment and supplement to the Plan Supplement [Docket No. 4091], consisting of a revised version of the senior secured revolving facility credit agreement as part of the Exit Financing provided for under the Plan.

11. On October 29, 2010, the Debtors filed an amendment and supplement to the Plan Supplement [Docket No. 4382], consisting of a supplement and amendments to the list of Assumed Executory Contracts and Unexpired Leases and proposed Cure claims.

12. All materials included in the Plan Supplement are integral to, part of and incorporated by reference into the Plan. The Plan Supplement complies with the terms of the Plan, and the filing and notice of such documents was good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order, and no other or further notice is or shall be required.

E. Modifications to the Plan

13. Subsequent to the Voting Deadline (as defined in the Solicitation Procedures Order), the Debtors made certain modifications to the Plan. Any and all modifications to the Plan since the entry of the Disclosure Statement Order are consistent with all of the provisions of the Bankruptcy Code, including sections 1122, 1123, 1125 and 1127. None of the modifications

made since the entry of the Disclosure Statement Order effects a materially adverse change in the treatment of any holder of a Claim or Interest under the Plan. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. The Plan as modified and attached hereto as **Exhibit A** shall constitute the Plan submitted for Confirmation.

F. Judicial Notice

14. The Court takes judicial notice of (and deems admitted into evidence for Confirmation) the docket of the Chapter 11 Cases and all related adversary proceedings, appeals and District Court proceedings, maintained by the clerk of the applicable court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts and all evidence and arguments made, proffered or adduced at the hearings held before the applicable court during the pendency of the Chapter 11 Cases. Any resolutions of objections to Confirmation explained on the record at the Confirmation Hearing are hereby incorporated by reference. All unresolved objections, statements and reservations of rights to the extent not sustained as set forth in the Bench Decision are hereby overruled on the merits.

G. Disclosure Statement Order and Solicitation Procedures Order

15. On August 5, 2010, the Court entered the Disclosure Statement Order and the Solicitation Procedures Order, which, together, among other things: (a) approved the Disclosure Statement in the form attached to the Disclosure Statement Order as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and Bankruptcy Rule

3017; (b) fixed July 23, 2010, as the Voting Record Date (as defined in the Solicitation Procedures Order); (c) fixed September 9, 2010 at 5:00 p.m. Eastern Daylight Time, as the deadline for voting to accept or reject the Plan (the “**Voting Deadline**”); (d) fixed September 9, 2010 at 4:00 p.m. Eastern Daylight Time, as the deadline for objecting to the Plan; (e) fixed September 16, 2010, at 9:45 a.m. Eastern Daylight Time, as the date and time for the commencement of the Confirmation Hearing; (f) approved the Solicitation Procedures and the form of the Solicitation Packages, including the procedures pertaining to the Recovery Preference Election (each as defined the Solicitation Procedures Order); (g) approved the form and method of notice of the Confirmation Hearing Notice set forth therein; and (h) approved the procedures associated with the Rights Offering, including approval of the Rights Exercise Form (each as defined in the Solicitation Procedures Order).

H. Transmittal and Mailing of Materials; Notice

16. As evidenced by the KCC Affidavit and the Epiq Affidavit, due, adequate and sufficient notice of the Disclosure Statement, the Plan, the Plan Supplement and the Confirmation Hearing, together with all deadlines for voting on or objecting to the Plan and with respect to Confirmation, has been given to: (a) all known holders of Claims and Interests; (b) all parties that requested notice in accordance with Bankruptcy Rule 2002; and (c) all counterparties to Unexpired Leases and Executory Contracts with the Debtors, in substantial compliance with the Solicitation Procedures Order and Bankruptcy Rules 2002(b), 3017 and 3020(b), and no other or further notice is or shall be required. Adequate and sufficient notice of the Confirmation Hearing, and any applicable dates, deadlines and hearings described in the Solicitation Procedures Order and the Disclosure Statement Order was given in compliance with the Bankruptcy Rules, the Solicitation Procedures Order and the Disclosure Statement Order as

evidenced by the KCC Affidavit and the Epiq Affidavit, and no other or further notice is or shall be required.

17. The Debtors published the Confirmation Hearing Notice once each in *The New York Times* and *USA Today (National Edition)*, in substantial compliance with the Disclosure Statement Order and Bankruptcy Rule 2002(1), as evidenced by the Publication Affidavits, and no other or further notice is or shall be required.

I. Solicitation

18. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Disclosure Statement Order, the Solicitation Procedures Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws and regulations.

19. Specifically, the Solicitation Packages approved by the Court in the Disclosure Statement Order and the Solicitation Procedures Order (including the Disclosure Statement, the Plan, the form of ballots, the Recovery Preference Election Form and related notices approved thereby) were transmitted to and served on all holders of Claims or Interests in Classes that were entitled to vote to accept or reject the Plan and relevant portions of the Solicitation Packages and other notices approved by the Disclosure Statement were transmitted to and served on other parties in interest in the Chapter 11 Cases, all in compliance with section 1125 of the Bankruptcy Code, the Disclosure Statement Order, the Solicitation Procedures Order, the Solicitation Procedures and the Bankruptcy Rules. Transmittal and service were adequate and sufficient, and no further notice is or shall be required.

J. Voting Certifications

20. The Debtors filed the Voting Certifications before the commencement of the Confirmation Hearing, consistent with the Solicitation Procedures Order. All procedures used to tabulate ballots received in connection with Confirmation and the Recovery Preference Election Forms (as defined in the Solicitation Procedures Order) were fair and conducted in accordance with the Solicitation Procedures Order, as evidenced by the KCC Affidavit and the Epiq Affidavit.

21. As set forth in the Plan and Disclosure Statement, holders of Claims and Interests in Classes 1, 4a, 4b, 5, 6, 7, 8, 10, 11 and 13a (collectively, the “**Voting Classes**”) were eligible to vote on the Plan pursuant to the Solicitation Procedures.⁹ In addition, holders of Claims in Classes 2, 3, 4c, 9 and 13b (collectively, the “**Deemed Accepting Classes**”) are deemed to accept the Plan and, therefore, are not entitled to vote to accept or reject the Plan.

22. As evidenced by the Voting Certifications, holders of Interests in Class 13a (the “**Rejecting Class**”) voted to reject the Plan. As further evidenced by the Voting Certifications, all other Voting Classes, specifically holders of Claims in Classes 4a, 4b, 5, 6, 7, 8, 10 and 11, voted to accept the Plan (collectively, the “**Impaired Accepting Classes**”).

K. Bankruptcy Rule 3016

23. The Plan is dated and identifies the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Disclosure Statement with the clerk of the Court satisfied Bankruptcy Rule 3016(b).

L. Burden of Proof

⁹ Class 1 was permitted to vote on a provisional basis only.

24. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation. Further, the Debtors have proven the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code.

M. Debtors' Valuation Analysis

25. The New Chemtura Total Enterprise Value does not exceed \$2.05 billion. Additional findings of fact with respect to the Debtors' total enterprise value are set forth on pages 10 through 42 of the Bench Decision.

N. Compliance with the Requirements of Section 1129 of the Bankruptcy Code

26. The Plan complies with all applicable provisions of section 1129 of the Bankruptcy Code as follows:

i. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

27. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123.

a. Sections 1122 and 1123(a)(1)—Proper Classification

28. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests into 16 Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Priority Tax Claims, DIP Claims and statutory fees owed to the U.S. Trustee (“**Statutory Fees**”), which are addressed in Article II of the Plan and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code). Valid business, factual and legal reasons exist for the separate classification of the

various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose and the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests.

29. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. In addition, in accordance with section 1122(b) of the Bankruptcy Code, the Plan provides for Class 9, which includes any Unsecured Claim against any of the Debtors, except Chemtura Canada, that, but for being defined as an Unsecured Convenience Claim, would be a General Unsecured Claim, and either (a) is Allowed in an amount of \$50,000 or less or (b) is Allowed in an amount greater than \$50,000, but is subject to an irrevocable election by the holder thereof to reduce the Allowed amount of the Claim to \$50,000 for the purpose of rendering the Claim an Unsecured Convenience Claim. Class 9 is reasonable and necessary for administrative convenience and thus is proper. Accordingly, the requirements of sections 1122(a), 1122(b) and 1123(a)(1) of the Bankruptcy Code have been satisfied.

b. Section 1123(a)(2)—Specification of Unimpaired Classes

30. Article III of the Plan specifies that Claims in Classes 1, 2, 3, 4c, 9 and 13b (to the extent such Interests in Class 13b remain outstanding after the Effective Date as set forth in Section 5.24 of the Plan) are Unimpaired under the Plan. Additionally, Article II of the Plan specifies that Administrative Claims, Priority Tax Claims, DIP Claims and Statutory Fees are Unimpaired, although these Claims are not classified under the Plan. Accordingly, the requirements of section 1123(a)(2) of the Bankruptcy Code have been satisfied.

c. Section 1123(a)(3)—Specification of Treatment of Impaired Classes

31. Article III of the Plan specifies the treatment of each Impaired Class under the Plan, including Classes 4a, 4b, 5, 6, 7, 8, 10, 11, 12 and 13a. Accordingly, the requirements of section 1123(a)(3) of the Bankruptcy Code have been satisfied.

d. Section 1123(a)(4)—No Discrimination

32. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article III of the Plan uniformly provides for the same treatment of each Claim or Interest in a particular Class, as the case may be, unless the holder of a particular Claim has agreed to a less favorable treatment with respect to such Claim. Accordingly, the requirements of section 1123(a)(4) of the Bankruptcy Code have been satisfied.

e. Section 1123(a)(5)—Adequate Means for Plan Implementation

33. Pursuant to section 1123(a)(5) of the Bankruptcy Code, Article V and various other provisions of the Plan specifically provide in detail adequate and proper means for the Plan's implementation, including but not limited to: (a) the general settlement of Claims and Interests; (b) resolution of the Creditors' Committee Action; (c) the PBGC Settlement; (d) the CHCI Preferred Stock Settlement; (e) the Make-Whole Settlement and the No-Call Settlement; (f) resolution of environmental matters and Environmental Claims; (g) the Unsecured Distribution Pool; (h) the election of Cash and New Common Stock by holders of Claims in the Participating Creditor Classes; (i) Exit Financing and the incurrence of new indebtedness; (j) sources of consideration for Plan distributions; (k) the cancellation of securities and agreements; (l) the surrender of existing securities; (m) the application of section 1145 of the Bankruptcy Code; (n) the New Certificates of Incorporation and the New By-Laws; (o) New Chemtura's and the Reorganized Debtors' Boards of Directors; (p) the Officers of New

Chemtura and the Reorganized Debtors; (q) treatment of employee benefits; (r) treatment of retiree benefits; (s) the Incentive Plans; (t) the vesting of assets in the Reorganized Debtors; (u) the proposed restructuring transactions under the Plan; (v) post-Confirmation corporate action by the Reorganized Debtors; (w) effectuating documents and further transactions; (x) application of section 1146 of the Bankruptcy Code; (y) the D&O Liability Insurance Policies; (z) the preservation of certain specified rights of action; (aa) the single satisfaction of Claims under the terms of the Plan; and (bb) the establishment of the Disputed Claims Reserve.

34. Moreover, the Reorganized Debtors will have, immediately upon the Effective Date, sufficient Cash to make all payments required to be made on the Effective Date pursuant to the terms of the Plan. Accordingly, the requirements of section 1123(a)(5) of the Bankruptcy Code have been satisfied.

f. Section 1123(a)(6)—Voting Power of Equity Securities

35. Article IV of the New Certificates of Incorporation of Reorganized Chemtura and each of the other Reorganized Debtors, attached as **Exhibit F** to the Plan Supplement, prohibits the issuance of non-voting equity securities to the extent prohibited by section 1123(a)(6) of the Bankruptcy Code, thereby satisfying section 1123(a)(6) of the Bankruptcy Code.

g. Section 1123(a)(7)—Selection of Officers and Directors

36. The identity and affiliations of the members of the New Board of Reorganized Chemtura and each of the Reorganized Debtors as of the Effective Date are listed in **Exhibit A** to the Plan Supplement as filed on September 2, 2010. Additionally, the New Employment Agreements are listed in **Exhibit K** to the Plan Supplement as filed on September 2, 2010. The New Certificates of Incorporation of Reorganized Chemtura and each of the Reorganized Debtors describe the manner of the selection of additional members of the Board of Directors of

the Reorganized Debtors following the Effective Date. Article V of the Plan describes the manner of selection of officers and directors for Reorganized Chemtura and each Reorganized Debtor. The selection of the initial directors and officers of Reorganized Chemtura and each Reorganized Debtor was, is and will be consistent with the interests of holders of Claims and Interests and public policy. Accordingly, the requirements of section 1123(a)(7) of the Bankruptcy Code have been satisfied.

h. Section 1123(b)—Discretionary Contents of the Plan

37. The Plan contains various provisions that may be construed as discretionary but are not required for Confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, section 1123(b) of the Bankruptcy Code is satisfied.

(i) *Section 1123(b)(1)-(2)—Claims and Executory Contracts*

38. Pursuant to sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, and Article VI of the Plan provides for the assumption, assumption and assignment or rejection of the Executory Contracts and Unexpired Leases of the Debtors not previously assumed, assumed and assigned or rejected pursuant to section 365 of the Bankruptcy Code and appropriate authorizing orders of the Court.

(ii) *Section 1123(b)(3)—Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action*

(A) Settlements Under the Plan

39. The Plan settles numerous litigable issues in the Chapter 11 Cases pursuant to Bankruptcy Rule 9019 and sections 363 and 1123 of the Bankruptcy Code. These settlements

are in consideration for the distributions and other benefits provided under the Plan. Any other compromise and settlement provisions of the Plan and the Plan itself constitute a compromise of all Claims, Interests or Causes of Action relating to the contractual, legal and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such an Allowed Claim or Interest.

40. The Plan is premised on a global settlement among the Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee (collectively, the "**Settling Parties**"), which has facilitated the implementation of the Debtors' primary restructuring goals and includes: (a) potential objections to the New Chemtura Total Enterprise Value, (b) the mechanism by which Disputed Claims will be resolved; (c) a settlement resolving the Creditors' Committee Action, (d) the extent and validity of Great Lakes Chemical Corporation's ownership interest in the non-Debtor affiliate CHCI, (e) the enforceability and allowance of Claims held by holders of the 2016 Notes and the holders of the 2026 Notes relating to the Make-Whole Provision and the No-Call Penalty, (f) the Claims of the Ad Hoc Bondholders' Committee for its unpaid, reasonable, documented and necessary third-party fees and expenses up to a specified cap, (g) the extent, validity and appropriate resolution of Claims and asserted rights or regulatory action by the PBGC, and (h) the treatment of Diacetyl Claims and Environmental Claims (collectively, the "**Global Settlement**").

41. The findings of fact and conclusions of law in connection with approval of the Global Settlement are set forth in the Bench Decision on pages 41 through 68.

(B) Debtors' Releases, Third Party Releases, Exculpation, Plan Injunction and Retained Causes of Action

42. **Releases by the Debtors.** The releases and discharges of Claims and Causes of Action by the Debtors described in Section 11.2 of the Plan (the “**Debtor Releases**”) releases certain parties defined in the Plan as the “**Released Parties.**” The Released Parties include the Debtors, New Chemtura, the Reorganized Debtors, the Creditors’ Committee, the Ad Hoc Bondholders’ Committee, the Indenture Trustees, the DIP Agent, the DIP Lenders and the subsidiaries, affiliates, members, officers, directors, professionals and employees of each. Additionally, the PBGC and its agents, attorneys and financial advisors are also Released Parties.¹⁰

43. The findings of fact and conclusions of law for the Debtor Releases are set forth in the Bench Decision on pages 71 through 75.

44. **Non-Diacetyl Third Party Releases and Exculpation.** The releases of Claims and Causes of Action by holders of Claims and Interests described in Sections 11.3 of the Plan (collectively, the “**Third Party Releases**”) and the exculpation provisions set forth in Section 11.6 of the Plan are unenforceable for the reasons set forth in the Bench Decision on pages 71 to 75. Following entry of this Confirmation Order, this Court shall retain exclusive jurisdiction to consider any claims against the Released Parties involving the administration of the Chapter 11 Cases, any rulings, orders or decisions in the Chapter 11 Cases or any aspects of the Debtors’ restructuring, including the decision to commence the Chapter 11 Cases, the development and implementation of the Plan, decisions and actions taken during the Chapter 11 Cases and any asserted claims based upon or related to prepetition obligations administered in

¹⁰ Importantly, the PBGC is not precluded or enjoined from enforcing against the Debtors, the Reorganized Debtors or any other party that may have liability or responsibility with respect to the U.S. Pension Plans.

the Chapter 11 Cases. The unenforceability of the exculpation provisions set forth in Section 11.6 of the Plan does not preclude the Court's ability to confirm the Plan.

45. **Diacetyl Third Party Releases.** The releases of Claims and Causes of Action by holders of Diacetyl Claims described in Sections 11.4 of the Plan are hereby approved.

46. **Injunction.** The injunction provisions set forth in Section 11.8 of the Plan, as limited by paragraph 43 of this order (the "**Plan Injunction**") are essential to the Plan and are necessary to preserve and enforce the Debtor Releases and the Plan, and are narrowly tailored to achieve that purpose.

47. The Debtor Releases and the Plan Injunction: (a) are within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b) and 1334(d); (b) are an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (c) are an integral element of the transactions incorporated into the Plan; (d) are in the best interests of, the Debtors, the Estates and all stakeholders in the Chapter 11 Cases; (e) are important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases with respect to the Debtors; and (f) are consistent with sections 105, 1123 and 1129 of the Bankruptcy Code, other provisions of the Bankruptcy Code and other applicable law. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the Debtor Releases and the Plan Injunction.

48. **Preservation of Claims and Causes of Action.** Section 5.29 of the Plan appropriately provides for the preservation by the Debtors of the Causes of Action in accordance with section 1123(b)(3)(B) of the Bankruptcy Code. A list of the retained Causes of Action is provided in the Plan Supplement and such actions are retained pursuant to the Plan. The

provisions regarding the retained Causes of Action in the Plan are appropriate and are in the best interests of the Debtors, the Estates and all holders of Claims and Interests.

i. Section 1123(d)—Cure of Defaults

49. Section 6.3 of the Plan provides for the satisfaction of any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan in accordance with section 365 of the Bankruptcy Code by payment of any “cure amount” pursuant to the terms thereof. The Debtors, in accordance with the Plan, distributed notices of proposed assumption and proposed cure amounts to the applicable counterparties, which notices included procedures for objecting to and resolving proposed assumptions of Executory Contracts and Unexpired Leases any cure amounts paid in connection therewith. Accordingly, the requirements of section 1123(d) of the Bankruptcy Code are satisfied.

ii. Section 1129(a)(2)—Compliance of the Debtors and Others With the Applicable Provisions of the Bankruptcy Code

50. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126 and 1128 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018 and 3019.

51. Votes to accept or reject the Plan were solicited by the Debtors and their respective present and former members, partners, representatives, officers, directors, employees, advisors, attorneys and agents after the Court approved the adequacy of the Disclosure Statement pursuant to section 1125(a) of the Bankruptcy Code.

52. The Debtors and their respective present and former members, partners, representatives, officers, directors, employees, advisors, attorneys and agents have solicited and tabulated votes on the Plan and have participated in the activities described in section 1125 of the

Bankruptcy Code fairly, in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and all other applicable rules, laws and regulations, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

53. The Debtors and their respective present and former members, officers, directors, employees, advisors, attorneys and agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan. Accordingly, the requirements of section 1129(a)(2) of the Bankruptcy Code are satisfied.

iii. Section 1129(a)(3)—Proposal of Plan in Good Faith

54. The Debtors have proposed the Plan in good faith and not by any means forbidden by law for the reasons set forth in the Bench Decision on pages 41 through 42 and pages 68 through 71.

iv. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable

55. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the

objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(4) of the Bankruptcy Code are satisfied.

v. Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders and Consistency of Management Proposals with the Interests of Creditors and Public Policy

56. The Plan complies with the requirements of section 1129(a)(5) of the Bankruptcy Code because, in the Disclosure Statement, the Plan and/or the Plan Supplement, the Debtors have disclosed the following (a) the identity and affiliations of each proposed director, each proposed officer and the manner in which additional officers and directors of the Reorganized Debtors will be chosen following Confirmation; and (b) the identity of and nature of any compensation for any insider who will be employed or retained by the Reorganized Debtors. The method of appointment of directors and officers of the Debtors was, is and will be consistent with the interests of holders of Claims and Interests and public policy. Accordingly, the requirements of section 1129(a)(5) of the Bankruptcy Code are satisfied.

vi. Section 1129(a)(6)—Approval of Rate Changes

57. The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases.

vii. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests

58. The liquidation analysis attached as **Exhibit F** to the Disclosure Statement (as amended and restated, the “**Liquidation Analysis**”) and the other evidence related thereto in support of the Plan that was proffered or adduced at or prior to, or in affidavits in connection with, the Confirmation Hearing: (a) are reasonable, persuasive, credible, and accurate as of the

dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, holders of Allowed Claims and Interests in every Class will recover as much or more under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

59. Specifically, the Liquidation Analysis properly: (a) estimated that gross proceeds at each Debtor would consist (as applicable) of (i) Cash, (ii) trade receivables, (iii) inventory, (iv) other current assets, (v) property, plant and equipment, (vi) goodwill, (vii) net intangibles, (viii) investments in subsidiaries (if any), (ix) other noncurrent assets, (x) intercompany receivables and (xi) reimbursement claims (if any); (b) assumed that a conversion of the Chapter 11 Cases to cases under chapter 7 would force the shutdown of most of the operations of the Debtors' non-Debtor subsidiaries and affiliates, such that the proceeds generated from the liquidation of the non-Debtor subsidiaries and affiliates would be used to satisfy costs and expenses of the liquidation and each of the non-Debtor liabilities (in accordance with local law), with the remaining value (if any) going to the respective Debtor parent; (c) assumed that distributable value to holders of Claims and Interests would consist of the proceeds from the disposition of each of the Debtor's assets, net of amounts used to satisfy liquidation costs, including fees paid to the chapter 7 trustee, asset disposition and administrative and priority claims (including tax claims); and (d) assumed that remaining amounts, if any, after these costs have been satisfied in full would then be distributed to the holders of each Debtor's Claims and Interests in accordance with the priorities set forth in section 726 of the Bankruptcy Code.

60. Accordingly, the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

viii. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Each Impaired Class

61. Classes 1, 2, 3, 4c and 9 are each of the Classes of Unimpaired Claims or Interests that are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

62. Because the Plan has not been accepted by the Rejecting Class, the Debtors seek Confirmation under section 1129(b), rather than section 1129(a)(8), of the Bankruptcy Code. Thus, although section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to the Rejecting Class, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Class and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Class as described further below and as set forth in the Bench Decision. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

ix. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

63. The treatment of Administrative Claims, Priority Tax Claims, DIP Claims and Statutory Fees under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(9) of the Bankruptcy Code are satisfied.

x. Section 1129(a)(10)—Acceptance By At Least One Impaired Class

64. As set forth in the Voting Certifications, the Impaired Accepting Classes have voted to accept the Plan. Specifically, holders of Claims in Classes 4a, 4b, 5, 6, 7, 8, 10 and 11

voted to accept the Plan. As such, there is at least one Class of Claims that is Impaired under the Plan and has accepted the Plan, determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code). Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code have been satisfied.

xi. Section 1129(a)(11)—Feasibility of the Plan

65. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The evidence supporting the Plan proffered or adduced by the Debtors at, or prior to, or in affidavits filed in connection with, the Confirmation Hearing: (a) is reasonable, persuasive, credible and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan except as provided in the Plan; and (e) establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

xii. Section 1129(a)(12)—Payment of Bankruptcy Fees

66. Section 2.4 of the Plan provides that all fees payable pursuant to section 1930 of the United States Judicial Code shall be paid for in full, in Cash, plus interest due and payable under 31 U.S.C. § 3717 (if any), on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' business at the time of Confirmation. On and after the Effective Date, the Reorganized Debtors shall pay the applicable U.S. Trustee fees for each of the Reorganized Debtors when due in the ordinary course until such

time as the Court enters a final decree in such Reorganized Debtor's Chapter 11 Case. Accordingly, the requirements of section 1129(a)(12) of the Bankruptcy Code have been satisfied.

xiii. Section 1129(a)(13)—Retiree Benefits

67. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for “retiree benefits” (as defined in section 1114 of the Bankruptcy Code) at levels established pursuant to section 1114 of the Bankruptcy Code. Section 5.21 of the Plan provides that, on and after the Effective Date, all retiree benefits shall continue to be paid in accordance with applicable law. Accordingly, the requirements of section 1129(a)(13) of the Bankruptcy Code have been satisfied.

xiv. Section 1129(b)—Confirmation of Plan Over Nonacceptance of Impaired Class

68. Notwithstanding the fact that the Rejecting Class has voted not to accept the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code for the reasons set forth in the Bench Decision on pages 10 through 44.

69. As a result, the Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Thus, the Plan may be confirmed even though section 1129(a)(8) of the Bankruptcy Code is not satisfied. After entry of the Confirmation Order and upon the occurrence of the Effective Date, the Plan shall be binding upon the members of, and holders of Interests in, the Rejecting Class.

xv. Section 1129(c)—Only One Plan

70. Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

xvi. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes

71. No governmental unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

O. Satisfaction of Confirmation Requirements

72. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

P. Disclosure: Agreements and Other Documents

73. The Debtors have disclosed all material facts regarding the Plan and the documents included in the Plan Supplement, including: (a) the list identifying the New Boards; (b) the list of Assumed Executory Contracts and Unexpired Leases and proposed cure claims; (c) the list of Rejected Executory Contracts and Unexpired Leases; (d) the list of retained Causes of Action; (e) the Exit Credit Facility Agreement; (f) the New Certificates of Incorporation; (g) the New By-Laws; (h) a description of the elected treatment of Intercompany Claims; (i) the New Incentive Plan; (j) the Emergence Incentive Plan; (k) the New Employment Agreements; (l) the D&O Liability Insurance Policies; (m) the Registration Rights; (n) the list identifying the Disbursing Agents; (o) securities registration exemptions; (p) exemption under section 1146(a) of the Bankruptcy Code; and (q) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures and other agreements related to any of the foregoing.

Q. Conditions to Confirmation

74. Entry of the Confirmation Order, in a form and substance acceptable to the

Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee, shall satisfy the conditions to Confirmation set forth in Section 12.1

R. Likelihood of Satisfaction of Conditions Precedent to the Effective Date

75. Each of the conditions precedent to the Effective Date, as set forth in Section 12.3 of the Plan, has been satisfied or waived in accordance with the provisions of the Plan, or is reasonably likely to be satisfied, provided, however, that no waiver of the conditions precedent to the Effective Date shall have occurred without the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee.

S. Implementation

76. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement, and all other relevant and necessary documents (including the New Certificates of Incorporation and the New By-Laws of the Reorganized Debtors, and the Exit Credit Facility Agreement), have been negotiated in good faith, at arm's length, and are in the best interests of the Debtors and the Reorganized Debtors and shall, upon completion of documentation and execution be valid, binding, and enforceable documents and agreements not in conflict with any federal or state law.

T. Exit Financing

77. On the Effective Date, the Reorganized Debtors shall consummate the Exit Financing in order to fund distributions under the Plan, to refinance extensions of credit under the DIP Loan Agreement and to fund the Reorganized Debtors' business operations, and as provided herein, the Debtors shall be authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Financing (and cause the release of any proceeds thereof from escrow), without further notice to or order of the Court, act or action under

applicable law, regulation, order or rule or vote, consent, authorization or approval of any person.

U. Corporate Action

78. Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (a) entry into the New Employment Agreements and the Emergence Incentive Plan; (b) selection of the directors and officers of the Reorganized Debtors; (c) the simplification of the Reorganized Debtors' corporate structure and the effectuation of any transactions with respect to Intercompany Claims pursuant to the Plan; (d) the consummation of the Exit Financing; (e) the issuance and distribution of the New Common Stock as provided in the Plan; (f) the establishment of the Disputed Claims Reserve, the Diacetyl Reserve and the Environmental Reserve; and (g) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with implementation of the Plan shall be deemed to have occurred and shall be in effect upon the Effective Date, without any requirement of further action by the directors or officers of the Debtors or the Reorganized Debtors.

V. Executory Contracts and Unexpired Leases

79. The Debtors have exercised reasonable business judgment in determining whether to assume or reject each of their Executory Contracts and Unexpired Leases as set forth in the Plan, the Plan Supplement, this Confirmation Order or otherwise. Each assumption or rejection of an Executory Contract or Unexpired Lease in accordance with the Plan, the Plan Supplement, this Confirmation Order or otherwise shall be legal, valid and binding upon (a) the applicable

Debtor and upon the Reorganized Debtors if such Executory Contract or Unexpired Lease is assumed and (b) all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such assumption or rejection had been authorized and effectuated pursuant to a separate order of the Court that was entered pursuant to section 365 of the Bankruptcy Code before Confirmation.

80. Notwithstanding the foregoing, Executory Contracts and Unexpired Leases identified in **Exhibit E** attached hereto are the subject of pending objections filed by non-Debtor parties (collectively, the “**Disputed Contracts**”). Accordingly, this Confirmation Order shall not be deemed to effect an assumption or rejection by the Debtors of any of the Disputed Contracts. Pursuant to this Confirmation Order, the Disputed Contracts shall be deemed to be the subject of a pending motion to assume by the Debtors pursuant to the Plan and section 365 of the Bankruptcy Code (the “**Motion to Assume**”), which motion shall be addressed by separate order of this Court. The Motion to Assume the Disputed Contracts shall be adjourned until such time as each of the objections in relation to the Disputed Contracts is resolved or is otherwise submitted to the Court for judicial determination.

W. Issuance of New Common Stock

81. The issuance of New Common Stock is an essential element of the Plan, and is in the best interests of the Debtors, their Estates, and their Creditors.

X. Retention of Jurisdiction

82. The Court properly may retain jurisdiction over the matters set forth in Article XIV and other applicable provisions of the Plan.

II. ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, AS WELL AS THOSE SET FORTH IN THE BENCH DECISION AND INCORPORATED HEREIN BY REFERENCE, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

A. Order

83. This Confirmation Order shall confirm the Plan. A copy of the Plan is attached hereto as **Exhibit A**.

B. Objections

84. To the extent that any objections, reservations of rights, statements, or joinders to Confirmation, including the Plan Objections, to the extent not sustained for the reasons set forth in the Bench Decision and reflected in this Confirmation Order, have not been withdrawn, waived or settled before entry of this Confirmation Order or otherwise resolved as stated on the record of the Confirmation Hearing such objections are hereby overruled on the merits.

C. Confirmation of the Plan

85. The Plan and the Plan Supplement (as such may be amended by this Confirmation Order or in accordance with the Plan) and each of their provisions are confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code. The documents contained in the Plan Supplement, and any amendments, modifications, and supplements thereto, and all documents and agreements related thereto (including all exhibits and attachments thereto and documents referred to in such papers), and the execution, delivery and performance thereof by the Debtors and the Reorganized Debtors, are authorized and approved as finalized, executed and delivered. Without further order or authorization of the Court, the Debtors, the Reorganized Debtors and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan. As set forth

in the Plan, once finalized and executed and upon the occurrence of the Effective Date, the documents comprising the Plan Supplement and all other documents contemplated by the Plan shall constitute legal, valid, binding and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all Liens and other security interests purported to be created thereby.

86. The terms of the Plan, the Plan Supplement and exhibits thereto are incorporated by reference into, and are an integral part of, the Confirmation Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents, shall be effective and binding as of the Effective Date of the Plan.

D. Plan Classification Controlling

87. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the ballots tendered to or returned by the holders of Claims or Interests in connection with voting on the Plan pursuant to the Solicitation Procedures Order: (a) were set forth on the ballots solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (c) may not be relied upon by any holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (d) shall not be binding on the Debtors and Reorganized Debtors except for voting purposes.

E. Valuation

88. The New Chemtura Total Enterprise Value does not exceed \$2.05 billion.

F. Administrative Claims Bar Date

89. Except as otherwise provided in Section 2.1 of the Plan, requests for payment of Administrative Claims must be filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 60 days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or Reorganized Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be filed and served on the Reorganized Debtors and the requesting party no later than 90 days after the Effective Date. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim previously Allowed by Final Order, including all Administrative Claims expressly Allowed under this Plan.

90. The Reorganized Debtors may settle and pay any Administrative Claim in the ordinary course of business without any further notice to or action, order, or approval of the Court. In the event that any party with standing objects to an Administrative Expense Claim, the Court shall determine the Allowed amount of such Administrative Claim.

G. General Settlement of Claims and Interests

91. As one element of, and in consideration for, an overall negotiated settlement of numerous disputed Claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and in consideration for the classification, Distributions, Releases and other benefits provided under the Plan, the provisions of the Plan shall upon Consummation constitute a good faith compromise and settlement of all Claims,

Interests and controversies resolved pursuant to the Plan. Subject to Article VII, all distributions made pursuant to the Plan to holders of Allowed Claims and Interests in any Class are intended to be and shall be final.

H. Approval of Settlements

92. The settlements provided in Article V of the Plan, including Sections 5.2, 5.3, 5.4, 5.5 and 5.6 thereof, are expressly approved in all respects pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, and the Debtors and the Reorganized Debtors are authorized, without further approval of this Court or any other party, to execute and deliver all agreements, documents, instruments and certificates relating to such settlements and to perform their obligations thereunder; provided, however, that Section 5.6 of the Plan is deemed modified to the extent necessary to be consistent with the statements made at the hearing held in these Chapter 11 Cases on August 4, 2010, the Second Amendment to the Plan Support Agreement and the Bench Decision at page 66, with the effect that any reimbursement or payment of fees and expenses to the Ad Hoc Bondholders' Committee shall be subject to approval by this Court upon application, notice and a hearing and no reimbursement or payment of such fees and expenses shall be made except to the extent authorized by further order of this Court.

I. Intercompany Claims

93. Notwithstanding anything to the contrary in the Plan, this Confirmation Order or the Plan Supplement, on the Effective Date, Chemtura Canada and Chemtura shall each release any and all Intercompany Claims that each may have, now has or may have in the future against the other on account of the Diacetyl Claims.

J. Distributions

94. Notwithstanding anything contained in the Plan, the Plan Supplement or this Confirmation Order, the Distribution Record Date shall apply to all distributions *except* those with respect to Classes of holders of publicly traded debt or equity securities, and distributions pursuant to the Plan to Classes of holders of publicly traded debt or equity securities shall be made to the holders of such securities on the date of distribution, which shall be on or as soon as practicable after the Effective Date.

K. Environmental Matters

95. Section 5.7 of the Plan concerning environmental matters is hereby approved. Specifically, no environmental obligation to a Governmental Unit relating to property owned or operated by any Debtor or Reorganized Debtor on or after the Effective Date, except those obligations to reimburse costs expended or paid by a Governmental Unit before the Petition Date or to pay penalties owing to a Governmental Unit for violations of environmental laws or regulations that occurred before the Petition Date, shall be discharged, released or precluded by the Plan or Confirmation Order. Nothing in the Plan shall limit, diminish or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any environmental obligations owing to Governmental Units at owned or operated sites.

96. Furthermore, nothing in the Plan shall constitute or be construed as an adjudication or settlement of the disputed issues in the adversary proceeding [Adv. Case. No. 09-01719] commenced by Chemtura Corporation and the Subsidiary Debtors against certain Governmental Units (and including any intervening parties) seeking a declaratory judgment that certain environmental orders and obligations that are or may be asserted against Chemtura Corporation and the Subsidiary Debtors by the Governmental Units with respect to non-owned

former sites and non-owned off-site disposal sites are Claims that are dischargeable in the Chapter 11 Cases, which adversary proceeding is currently pending as of the date of the Plan before the United States District Court for the Southern District of New York.

97. In the event of any conflict between (i) the Plan or this Confirmation Order and (ii) any Environmental Settlement Agreement, the Environmental Settlement Agreement shall govern.

L. Election of Cash and New Common Stock

98. To the extent that a creditor has made an election pursuant to Section 5.9 of the Plan, the Cash or New Common Stock that otherwise would be distributable to such creditor will be aggregated in the Electing Creditors' Pool and will be reallocated among all Electing Creditors according to their recovery preferences (with all distributions to be made such that each Electing Creditor receives the aggregate value of consideration it otherwise would be entitled to, in the form of the preferred distribution to the extent possible). Whether and to what extent any Electing Creditor receives an increased percentage of the consideration it requested will depend upon the elections of all holders of Allowed Claims in the Participating Creditor Classes taken as a whole. The failure of a holder to make a binding election to participate in the Electing Creditors' Pool during the voting period (including the failure to submit a validly executed ballot or other form) reflects an agreement that such holder will receive its recovery in the Cash-to-New Common Stock ratio reflecting the Cash and New Common Stock in the Unsecured Distribution Pool.

M. Exit Financing/Incurrence of New Indebtedness

99. On the Effective Date, the Reorganized Debtors shall consummate the Exit Financing in order to fund distributions under the Plan, to refinance extensions of credit under

the DIP Loan Agreement and to fund the Reorganized Debtors' business operations, and the Debtors shall be authorized to execute and deliver those documents necessary or appropriate to consummate the Exit Financing (and cause the release of any proceeds thereof from escrow), without further notice to or order of the Court, act or action under applicable law, regulation, order or rule or vote, consent, authorization or approval of any person.

N. Sources of Consideration for Plan Distributions

i. Cash Consideration

100. All Cash consideration necessary for the Reorganized Debtors to make payments or distributions pursuant hereto shall be obtained from the Exit Financing(s) or other Cash on hand of the Debtors, including Cash derived from business operations. Further, the Debtors and the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth in the Plan, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate or otherwise be affected by the terms of the Plan.

ii. Issuance of New Common Stock

101. On the Effective Date, New Chemtura shall issue up to 100 million shares of New Common Stock for distribution pursuant to section 1145 of the Bankruptcy Code to the holders of Allowed Claims against or Interests in (i) Class 4a for Chemtura Corporation, (ii) Class 4b for each of the applicable Subsidiary Debtors, (iii) Classes 5 and 6 for Chemtura Corporation and each of the Subsidiary Debtors, (iv) Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation and (v) Classes 8 and 13a for Chemtura Corporation pursuant to the terms

set forth herein. All of the shares of New Common Stock issued pursuant to the Plan shall be exempt from registration under the Securities Act pursuant to section 1145 of the Bankruptcy Code and be duly authorized, validly issued, fully paid and non-assessable. Each distribution and issuance referred to in Article VII shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The Reorganized Debtors will use their commercially reasonable best efforts to list the New Common Stock on a national securities exchange, with the initial goal of listing on the New York Stock Exchange or NASDAQ by the Effective Date.

O. The Rights Offering

102. As detailed in the Voting Certifications, Class 13a has conclusively voted to reject the Plan. Accordingly, Section 5.12 of the Plan shall not be effectuated pursuant to this Confirmation Order, the Plan or otherwise. Any funds received by the Debtors or the Reorganized Debtors or their agents on account of the Rights Offering and the Rights Offering Procedures shall be returned to the applicable holders of an Interest in Class 13a as soon as practicable.

P. Cancellation of Securities and Agreements

103. On the Effective Date, except as otherwise specifically provided for in the Plan: (a) the obligations of the Debtors under the Prepetition Credit Agreement and the Indentures, and any other certificate, share, note, bond, indenture, purchase right, option, warrant or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except

such certificates, notes or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically reinstated pursuant to the Plan), shall be cancelled as to the Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder and (b) the obligations of the Debtors pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares (including the CHCI Preferred Stock), certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligations of the Debtors that are specifically reinstated pursuant to the Plan) shall be released and discharged; provided, however, notwithstanding Confirmation or the occurrence of the Effective Date, that any such indenture or agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of (i) allowing holders of Prepetition Secured Lender Claims, Prepetition Unsecured Lender Claims, 2009 Notes Claims, 2016 Notes Claims and 2026 Notes Claims (as applicable) to receive distributions under the Plan as provided in the Plan, (ii) allowing the Prepetition Administrative Agent and the Indenture Trustees, if applicable, to make distributions under the Plan as provided herein, and deduct therefrom such compensation, fees and expenses due thereunder or incurred in making such distributions and (iii) allowing the Prepetition Administrative Agent and the Indenture Trustees to seek compensation and/or reimbursement of fees and expenses in accordance with the terms of this Plan; provided further, however, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under the Plan. For the avoidance of

doubt, as of the date of Confirmation of the Plan, all Proofs of Claim on account of Prepetition Secured Lender Claims, Prepetition Unsecured Lender Claims, 2009 Notes Claims, 2016 Notes Claims and 2026 Notes Claims shall be deemed resolved. On and after the Effective Date, all duties and responsibilities of the Prepetition Administrative Agent under the Prepetition Credit Agreement and the Indenture Trustees under the Indentures, as applicable, shall be discharged except to the extent required in order to effectuate the Plan.

Q. Surrender of Existing Securities

104. As a condition precedent to receiving any distribution on account of any Notes, each record holder of any Notes shall be deemed to have surrendered such Notes or other documentation underlying such Notes and all such surrendered Notes and other documentation shall be deemed to be cancelled in accordance with Section 5.12 of the Plan.

R. Section 1145 Exemption

105. The issuance of the New Common Stock distributed pursuant to the Plan to holders of Claims and Interests shall be issued pursuant to section 1145 of the Bankruptcy Code and without registration under the Securities Act or any similar applicable law and shall be exempt from such laws to the maximum extent permitted by law without further act or action by any person.

S. Corporate Existence

106. Except as otherwise provided in the Plan, in the Corporate Governance Documents or elsewhere in the Plan Supplement, each Debtor, as Reorganized, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company,

partnership or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed.

T. New Certificate of Incorporation and New By-Laws

107. On or immediately before the Effective Date, New Chemtura and each of the other Reorganized Debtors will file their respective New Certificates of Incorporation with the applicable Secretaries of State and/or other applicable authorities in their respective jurisdictions of incorporation in accordance with the corporate laws of the respective jurisdictions of incorporation. After the Effective Date, New Chemtura and each of the other Reorganized Debtors may amend and restate their respective New Certificates of Incorporation and New By-Laws and other constituent documents as permitted by the laws of their respective jurisdictions of incorporation and their respective New Certificates of Incorporation and New By-Laws.

U. New Chemtura's and Reorganized Debtors' Boards of Directors

108. On the Effective Date, the initial members of the New Board shall be Craig A. Rogerson, Jeffrey D. Benjamin, Timothy J. Bernlohr, Alan S. Cooper, James W. Crownover, Jonathan F. Foster, Roger L. Headrick and John K. Wulff.

V. Officers of New Chemtura and Reorganized Debtors

109. The officers of New Chemtura and each of the other Reorganized Debtors have been identified in the Plan Supplement, and the Reorganized Debtors shall be authorized to employ such officers without further order of the Court or other further action by any other person or entity.

W. Employee Benefits

110. Except as otherwise provided in the Plan, on and after the Effective Date, the Reorganized Debtors may honor, in the ordinary course of business, any prepetition contracts,

agreements, policies, programs and plans for, among other things, compensation (other than prepetition equity based compensation related to Interests, which shall receive appropriate compensation as provided for pursuant to the Plan), health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation benefits, savings plans, severance benefits, welfare benefits, workers' compensation insurance, life insurance and accidental death and dismemberment insurance for the directors, officers and employees of any of the Debtors who served in such capacity at any time; provided, however, that the Debtors' or Reorganized Debtors' performance under any employment agreement will not entitle any person to any benefit or alleged entitlement under any contract, agreement, policy, program or plan that has expired or been terminated before the Effective Date, or restore, reinstate or revive any such benefit or alleged entitlement under any such contract, agreement, policy, program or plan. Nothing herein or in the Plan shall limit, diminish or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action or other rights with respect to any such contracts, agreements, policies, programs and plans, including the Reorganized Debtors' rights to modify unvested benefits pursuant to their terms.

X. Retiree Benefits

111. All employment, retirement and other agreements or arrangements in place as of the Effective Date with the Debtors' officers, directors, or employees, who will continue in such capacities or similar capacities after the Effective Date, or retirement income plans and welfare benefit plans for such persons, shall remain in place after the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs and plans; provided, however, that the foregoing shall not apply to any stock-based compensation or incentive plan, agreement, or arrangement existing as of the Petition Date. Nothing herein or in

the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. For the avoidance of doubt, the Debtors shall continue to provide certain retiree welfare benefits under certain of its retiree welfare benefit plans to the extent required under a separate agreement entered into with the United Steelworkers, to be approved by the Court in connection with Confirmation of the Plan, which requires the Debtors to modify and maintain such benefits under such plans. The Debtors have modified certain non-vested retiree benefits pursuant to order of this Court, and the Court is scheduled to hear oral argument regarding the issue of whether the Debtors have the right to modify certain other non-vested retiree benefits in the near term.

112. Pursuant to the Plan, the Debtors or Reorganized Debtors, as applicable, shall continue the U.S. Pension Plans. The U.S. Pension Plans shall be continued in accordance with their terms, and the Debtors or the Reorganized Debtors, as applicable, shall (i) satisfy the minimum funding standards pursuant to 26 U.S.C. §§ 412 and 430 and 29 U.S.C. §§ 1082 and 1083, (ii) be liable for the payment of PBGC premiums in accordance with Title IV of ERISA, 29 U.S.C. §§ 1306 and 1307, subject to any and all applicable rights and defenses of the Debtors, and (iii) administer the U.S. Pension Plans in accordance with the provisions of ERISA and the Internal Revenue Code. Notwithstanding any provision of the Plan or this Order to the contrary, the U.S. Pension Plans shall be continued and administered in accordance with ERISA and the Internal Revenue Code.

113. All Non-Qualified Pension Arrangements shall be deemed assumed as of the Effective Date to the extent they are Executory Contracts, or will be Reinstated pursuant to Section 3.3(d)(i)(B) or Section 3.3(d)(ii)(B) of the Plan, as applicable. Any monetary default under the Non-Qualified Pension Arrangements to be so assumed or Reinstated hereunder shall be satisfied in accordance with Section 6.3 of the Plan or as otherwise may be agreed to by the Debtors in accordance with the Plan and the beneficiaries of the Non-Qualified Pension Arrangements, and any postpetition interest paid on account of such Claims shall be paid at the federal judgment rate as of the Petition Date. Assumption or Reinstatement of any Non-Qualified Pension Arrangement pursuant to the Plan or otherwise and payment of postpetition interest in accordance with the preceding sentence shall be deemed to provide full satisfaction of all prepetition Claims arising under any assumed Non-Qualified Pension Arrangement including those set forth in Proofs of Claim Nos. 1069, 1973, 1974, 1975, 2046, 2048, 2049, 2081, 2084, 2086, 2088, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2198, 2199, 2239, 2336, 2337, 2338, 2353, 2355, 9496 and 10234.

114. On the Effective Date, and consistent with the PBGC Settlement, all Proofs of Claim filed by the PBGC, including Proofs of Claim Nos. 10747, 10871, 10876, 10883, 10885, 10891, 11527, 11574, 11577, 11583, 11958 and 11967 and Proofs of Claim Nos. 14962 through 15273, shall be deemed expunged from the Claims Register without further action by any party or the Court.

Y. The Incentive Plans

115. The terms of the Incentive Plans, as set forth in the Plan Supplement, are hereby approved, and the Debtors and the Reorganized Debtors are authorized, without further approval of this Court or any other party, to execute and deliver all agreements, documents, instruments

and certificates relating to the Incentive Plans and to perform their obligations thereunder. Eleven million shares of New Common Stock have been reserved to be issued pursuant to the Plan for the New Incentive Plan and shall be duly authorized, validly issued, fully paid and non-assessable.

Z. Vesting of Assets in the Reorganized Debtors

116. Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated therein, on the Effective Date, all property in each Estate, all Causes of Action (except those released pursuant to the Releases by the Debtors) shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances (except for Liens, if any, granted to secure the Exit Financing). On and after the Effective Date, except as otherwise provided in the Plan (including the provisions of Section 8.1 of the Plan), each Reorganized Debtor may operate its business and may use, acquire or dispose of property and compromise or settle any Claims, Interests or Causes of Action without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

AA. Effectuating Documents; Further Transactions

117. On and after the Effective Date, the Reorganized Debtors and the managers, officers and members of the boards of directors thereof are authorized to issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents related to the foregoing and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan (including the Exit Financing) and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization or consents except for

those expressly required pursuant to the Plan. The authorizations and approvals contemplated by Section 5.26 of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

BB. Section 1146 Exemption from Certain Taxes and Fees

118. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States. The appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and shall accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (a) the creation of any mortgage, deed of trust, lien or other security interest; (b) the making or assignment of any lease or sublease; (c) any restructuring transaction authorized by Section 5.24 of the Plan; or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (i) any merger agreements; (ii) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (iii) deeds; or (iv) assignments executed in connection with any transaction occurring under the Plan.

CC. D&O Liability Insurance Policies

119. Notwithstanding anything in the Plan or in this Confirmation Order to the contrary, as of the Effective Date, the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the D&O Liability Insurance Policies in full force) all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Entry of this Confirmation Order shall constitute the Court's approval of the Debtors' foregoing

assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation shall not discharge, impair or otherwise modify any obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed. On or before the Effective Date, the Reorganized Debtors shall obtain reasonably sufficient tail coverage (*i.e.*, D&O insurance coverage that extends beyond the end of the policy period) under a directors and officers' liability insurance policy for the current and former directors, officers and managers for a period of five years, and placed with such insurers, the terms of which have been set forth in the Plan Supplement, and the Debtors and the Reorganized Debtors are authorized, without further approval of this Court or any other party, to execute and deliver all agreements, documents, instruments and certificates relating to such D&O insurance coverage and to perform their obligations thereunder.

DD. Preservation of Rights of Action

120. In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Releases by the Debtors provided by Section 11.2 of the Plan), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Entity may rely on the absence of a specific reference in the Plan or

the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors or Reorganized Debtors have released any Person or Entity on or before the Effective Date (including pursuant to the Releases by the Debtors or otherwise), the Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after or as a consequence of the Confirmation or Consummation.

EE. Executory Contracts and Unexpired Leases

i. Assumption and Rejection of Executory Contracts and Unexpired Leases

121. Except as otherwise provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, each of Chemtura Corporation's and the Subsidiary Debtors' Executory Contracts and Unexpired Leases, other than the Disputed Contracts, shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) was the subject of a motion to assume filed on or before the Effective Date; or (d) was identified as an Executory

Contract or Unexpired Lease to be assumed pursuant to the Plan Supplement before the Effective Date.

122. Each of Chemtura Canada's Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date.

123. Entry of this Order shall constitute a Bankruptcy Court order approving the assumptions or rejections of such Executory Contracts or Unexpired Leases, other than the Disputed Contracts, as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by such order. Notwithstanding anything to the contrary in the Plan, the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, shall have the right to alter, amend, modify or supplement the list of Executory Contracts and Unexpired Leases identified in the Plan Supplement at any time before the Effective Date without approval of the Court. After the Effective Date, the Reorganized Debtors shall have the right to terminate, amend or modify any intercompany contracts, leases or other agreements without approval of the Court.

ii. Claims Based on Rejection of Executory Contracts or Unexpired Leases

124. All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, **must be filed with the Court within 30 days after the**

date of entry of an order of the Court (including this Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Court within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Class 4 General Unsecured Claims against the applicable Debtor and shall be treated in accordance with Article III of the Plan. **The deadline to object to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, shall be the later of (a) 90 days following the date on which such Claim was filed and (b) such other period of limitation as may be specifically fixed by an order of the Court for objecting to such Claims.**

iii. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

125. Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases (and the Creditors' Committee and the Ad Hoc Bondholders' Committee, whose consent shall not be unreasonably withheld) may otherwise agree. In the event of a dispute regarding (a) the amount of any payments to cure such a default, (b) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (c) any other matter pertaining to assumption, the cure payments required by

section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption.

126. Except as otherwise expressly provided in the Plan or in this Order, assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption.

iv. Modifications, Amendments, Supplements, Restatements or Other Agreements

127. Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

128. Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority or amount of any Claims that may arise in connection therewith.

v. Reservation of Rights

129. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease in accordance with the Plan and this Confirmation Order.

vi. Contracts and Leases Entered Into After the Petition Date

130. Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of this Confirmation Order.

vii. Assumption of Insurance Policies; Insurance Neutrality

131. The terms of Section 15.14 of the Plan regarding "Insurance Neutrality" are hereby approved in their entirety.

132. The identification of any Insurance Policy in the List of Assumed Executory Contracts and Unexpired Leases and Proposed Cure Claims, included as **Exhibit B** of the Plan Supplement [Docket No. 3765], does not constitute an admission by the Debtors or by any

Insurer, or a finding or determination by the Bankruptcy Court, that such Insurance Policy (a) exists; (b) provides any coverage to the Debtors; or (c) is or is not an Executory Contract. The failure to identify any Insurance Policy in the Plan Supplement shall not alter the terms of Section 6.7 of the Plan.

133. Notwithstanding the inclusion of any Insurance Policy in the List of Assumed Executory Contracts and Unexpired Leases and Proposed Cure Claims, included as Exhibit B of the Plan Supplement, and the amounts set forth as proposed Cure Claims therein, on and after the Effective Date, all Cure Claims related to, and all non-monetary obligations under, any Insurance Policy shall be Reinstated and addressed in the ordinary course of business by the Reorganized Debtors, subject to a full reservation of rights of the Reorganized Debtors and the Insurers with respect to such Cure Claims and non-monetary obligations.

FF. Provisions Governing Distributions

134. The distribution provisions of Article VII of the Plan are hereby approved and authorized in their entirety. Except as otherwise set forth in the Plan, the Reorganized Debtors shall make all distributions required under the Plan. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

135. Notwithstanding anything contained in the Plan, the Plan Supplement or this Confirmation Order, each of the Indenture Trustees will serve as Disbursing Agent to facilitate distributions to its respective Class of Notes Claims and Chemtura will serve as the Disbursing Agent to facilitate all other distributions pursuant to the Plan. The Debtors have modified the identity of the Disbursing Agent in certain instances from the parties specified in the Plan Supplement, after consulting with the U.S. Trustee, the Creditors' Committee, the Ad Hoc

Bondholders' Committee and the Equity Committee, to avoid unnecessary expense associated with the retention of a third-party Disbursing Agent.

GG. Settlement, Release, Injunction and Related Provisions

136. The following releases, injunctions, exculpations, and related provisions as set forth in Article XI of the Plan are hereby approved and authorized in their entirety:

i. Releases by the Debtors

137. Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, New Chemtura, the Reorganized Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, New Chemtura, the Reorganized Debtors, the Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the

restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan and Disclosure Statement, or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any Released Party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, nor does it release any Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement. Additionally, nothing in the Chapter 11 Cases, this Order, the Plan, the Bankruptcy Code (including section 1141 thereof) or any other document filed in the Chapter 11 Cases shall in any way be construed to discharge, release, limit, or relieve the Debtors, the Reorganized Debtors, or any other party, in any capacity, from any liability or responsibility with respect to the U.S. Pension Plans or any other defined benefit plan under any law, governmental policy, or regulatory provision. PBGC and the U.S. Pension Plans shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, this Order, Bankruptcy Code, or any other document filed in the Chapter 11 Cases.

ii. Releases by Holders of Diacetyl Claims

138. As of the Effective Date, each holder of a Claim in Class 10 shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and

discharged Chemtura Canada from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), consisting of, based on or relating to, or in any manner arising from, in whole or in part, any Diacetyl Claim.

iii. Liabilities to, and Rights of, Governmental Units

139. Nothing in the Plan or this Confirmation Order, including, but not limited to, Article XI of the Plan, shall discharge, release, or preclude: (a) any liability to a Governmental Unit that is not a Claim; (b) any Claim of a Governmental Unit arising on or after the Confirmation Date; (c) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors; (d) any valid right of setoff or recoupment by a Governmental Unit; or (e) any criminal liability. Nothing in the Plan or this Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence.

140. The discharge and injunction provisions contained in the Plan and this Order are not intended and shall not be construed to bar any Governmental Unit from, after the Confirmation Date, pursuing any police or regulatory action, except to the extent those discharge and injunction provisions bar a Governmental Unit from pursuing Claims or obligations that are liquidated and settled in an Environmental Settlement Agreement to which the Governmental Unit is a party (provided, however, that the Governmental Unit

may take any action to enforce such an Environmental Settlement Agreement and may take any action subject to a reservation in such an Environmental Settlement Agreement).

iv. Discharge of Claims and Termination of Interests

141. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release and discharge, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such Claim, debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such Claim, debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. This Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

v. Injunction

142. FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THIS CONFIRMATION ORDER

143. FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE XI OF THE PLAN, AS LIMITED BY PARAGRAPH 43 OF THIS ORDER, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE XI OF THE PLAN.

144. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN PARAGRAPH 43 OF THIS ORDER, THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTIONS 11.2, 11.3 OR 11.4, OR DISCHARGED PURSUANT TO SECTION 11.7 OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 11.6, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON

ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

145. THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS IN THE PLAN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

146. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND

DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

147. ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

HH. Release of Liens

148. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

II. Failure of Consummation

149. If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (a) constitute a

waiver or release of any claims by or Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the Debtors, any holders of Claims or Interests or any other Entity; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any holders of Claims or Interests or any other Entity in any respect.

JJ. Retention of Jurisdiction

150. Notwithstanding the entry of this Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases and all matters, arising out of or related to, the Chapter 11 Cases and the Plan including jurisdiction with respect to those items enumerated in Article XIV of the Plan, which are incorporated herein by reference.

151. With respect to Chemtura Canada, all disputes involving the rights of a Canadian Entity that is (a) the holder of a Claim against or an Interest in Chemtura Canada and (b) not subject to the jurisdiction of the Court, will be determined by the Court without prejudice to such Entity's right to seek to have such dispute heard instead by the Canadian Court. Notwithstanding the foregoing, all such Canadian Entities will be bound by the terms and provisions of this Plan.

KK. Immediate Binding Effect

152. The stays provided under Bankruptcy Rules 3020(e), 6004(h) and/or 7062 are hereby waived *to the extent (but only to the extent) of staying the effectiveness of this Order up to 12:00 noon on Monday, November 8, 2010.* Subject to sections 12.3 and 12.4 (if applicable) of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors and any and all holders of Claims or Interests (irrespective of whether such Claims or

Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

LL. Additional Documents

153. On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

MM. Conflicts

154. Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement or any other order (other than this Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; provided, however, that if there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document shall govern and control; provided, further, that the Plan as confirmed pursuant to this Confirmation Order shall not be inconsistent with the Bench Decision.

NN. Post-Confirmation Notices and Professional Compensation

i. Notice of Entry of the Confirmation Order

155. In accordance with Bankruptcy Rules 2002 and 3020(c), (a) within ten (10) Business Days of the date of entry of this Confirmation Order, the Debtors shall serve the notice of confirmation, substantially in the form attached hereto as **Exhibit C** (the “**Notice of Confirmation**”) and (b) with ten (10) Business Days of the occurrence of the Effective Date pursuant to the terms of the Plan, the Debtors shall serve the notice of Effective Date, substantially in the form attached hereto as **Exhibit D** (the “**Notice of Effective Date**”) by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the notice of the Confirmation Hearing; provided, however, that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Confirmation Hearing, but received such notice returned marked “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity’s new address.

156. To supplement the notice described in the preceding paragraph, within twenty (20) Business Days of serving the Notice of Effective Date, respectively, the Debtors shall publish the Notice of Effective Date once in *The New York Times* and USA Today (*National Edition*).

157. Mailing and publication of the Notice of Confirmation and the Notice of Effective Date in the time and manner set forth herein shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice shall be necessary or required.

158. The Notice of Confirmation and the Notice of Effective Date shall have the effect of an order of the Court, shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers, and shall be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

ii. Professional Compensation

159. All final requests for Professional Compensation and Reimbursement Claims shall be Filed no later than 45 days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior Court orders, the Allowed amounts of such Professional Compensation and Reimbursement Claims shall be determined by the Court.

160. Except as otherwise specifically provided in the Plan, from and after the Effective Date, each Reorganized Debtor shall, in the ordinary course of business and without any further notice to or action, order or approval of the Court, pay in Cash the reasonable legal, Professional or other fees and expenses incurred by that Reorganized Debtor after the Effective Date pursuant to the Plan. In addition, the Reorganized Debtors shall continue to compensate the Creditors' Committee's and the Equity Committee's Professionals for reasonable services provided in connection with the post-Effective Date activities set forth in Section 15.3 of the Plan. Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Professional in the ordinary course of business without any further notice to or action, order or approval of the Court.

161. Notwithstanding any provision in the Plan to the contrary, the Debtors or Reorganized Debtors shall promptly pay in Cash in full reasonable, documented and necessary out-of-pocket fees and expenses incurred by the members of the Creditors' Committee, the members of the Equity Committee, the DIP Agent, the Prepetition Administrative Agent and the Indenture Trustees without the need of such parties to file fee applications with the Court; provided that each party and its counsel shall provide the Debtors, the Creditors' Committee and the Equity Committee with the invoices (or such other documentation as the Debtors or another of such parties may reasonably request) for which it seeks payment on or before the Effective Date and provided that the Debtors and the other parties have no objection to such fees, such fees shall be paid within five business days of the Effective Date. To the extent that the Debtors or any of the other parties object to any of the fees and expenses of the members of the Creditors' Committee, the members of the Equity Committee, the DIP Agent, the Prepetition Administrative Agent or the Indenture Trustees or their counsel or advisors, the Debtors shall not be required to pay any disputed portion of such fees until a resolution of such objection is agreed to by the Debtors and such party and/or their counsel or a further order of the Court upon a motion by such party.

OO. Dissolution of the Creditors' Committee and Equity Committee

162. Section 15.3 of the Plan is hereby approved in its entirety; provided, however, that notwithstanding any provision of the Plan or this Confirmation Order providing for dissolution of the Equity Committee, the Equity Committee shall remain in existence to the extent necessary for the prosecution of any appeal of this Confirmation Order; provided, further, that nothing in the Plan or this Confirmation Order (including the preceding proviso) shall obligate the Debtors,

the Reorganized Debtors or any other party in interest to pay any legal fees or expenses incurred by the Equity Committee in connection with such prosecution of such appeal.

PP. References to Plan Provisions

163. The failure specifically to include or to refer to any particular article, section, or provision of the Plan, Plan Supplement, or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Court that the Plan and any related documents be confirmed in their entirety.

QQ. Nonseverability of Plan Provisions Upon Confirmation

164. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Court is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and the transactions related thereto and may not be deleted or modified without the consent of the Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee; and (c) nonseverable and mutually dependent.

RR. Appeals

165. The time period by which any party in interest wishing to appeal the Bench Decision and entry of this Confirmation Order shall run from the date of the entry of this Confirmation Order.

SS. Authorization to Consummate

166. The Debtors and the Reorganized Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to the Effective Date set forth in Article XII of the Plan.

Dated: November 3, 2010
New York, New York

/s/ Robert E. Gerber
United States Bankruptcy Judge

Exhibit A

Plan

Exhibit B
Plan Objections

I. Equity and Valuation Objections

- A. *Objection of the Official Committee of Equity Security Holders to Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3950]
- B. *Objection of Invescorp Interlachen Multi-Strategy Master Fund Limited to Confirmation of the Debtors' Reorganization Plan Under U.S.C. § 1129(B)* [Docket No. 3848]
- C. *Objection of Fiduciary Counselors Inc. and Joinder to the Equity Committee's Objection to the Debtors' Revised Joint Chapter 11 Plan* [Docket No. 3851]
- D. *Letter by Jon Amon* [Docket No. 3869]

II. Insurance Objections

- A. *Limited Objection of Allstate Insurance Company to Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3829]
- B. *Objection of Certain Chartis Companies to the Joint Plan Pursuant to Chapter 11 of the Bankruptcy Code and Plan Supplement Listing Executory Contracts and Unexpired Leases to Be Assumed* [Docket No. 3836]
- C. *Objection of Mt. McKinley Insurance Company and Everest Reinsurance Company to Confirmation of Joint Chapter 11 Plan of Chemtura Corporation, et al. and to the Plan Supplement Listing Executory Contracts and Unexpired Leases to Be Assumed* [Docket No. 3842]
- D. *Objection of Interstate First & Casualty Co. to Confirmation of Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3843]
- E. *Objection of Certain Insurers to Confirmation of Joint Chapter 11 Plan of Chemtura Corporation, et al., dated August 4, 2010* [Docket No. 3497]
- F. *ACE Insurers' Objection to the Joint Chapter 11 Plan of Chemtura Corporation, et al., and to the Plan Supplement Listing Executory Contracts and Leases to Be Assumed* [Docket No. 3906]
- G. *Limited Objection and Reservation of Rights of ACE American Insurance Company to the Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation* [Docket No. 3907]
- H. *Objection and Reservation of Rights of Hartford Accident and Indemnity Company, et al., with Respect to Joint Chapter 11 Plan and Plan Supplement* [Docket No. 3909]
- I. *Objection of The Continental Insurance Company and Continental Casualty Company to (I) Confirmation of the Debtors' Joint Chapter 11 Plan of Chemtura Corporation, et al. Dated August 4, 2010, and (II) Proposed Cure Amount for Assumption of Insurance Policies in Exhibit B* [Docket No. 3910]
- J. *Objection of Travelers to the Confirmation of Joint Chapter 11 Plan of Chemtura Corporation, et al., and to the Plan Supplement Listing Executory Contracts and Unexpired Leases to Be Assumed* [Docket No. 3911]

III. Tax Objections

- A. *Objection of the State of Michigan Department of Treasury to Debtors' Joint Chapter 11 Plan* [Docket No. 3838]
- B. *Limited Objection of the Texas Comptroller of Public Accounts to the Joint Chapter 11 Plan of Chemtura Corporation, et al* [Docket No. 3849]
- C. *Objection to the Confirmation of the Debtors' Chapter 11 Plan (Louisiana Department of Revenue)* [Docket No. 3862]

IV. Environmental Objections

- A. *VIP Builders' Limited Objection and Request to Modify Debtors' Revised Joint Chapter 11 Plan* [Docket No. 3811]
- B. *Joinder of the Beacon Heights Coalition, the Laurel Park Coalition, and Other Environmental Claimants to the Limited Objection of Spartech PolyCom, Inc. to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3896]

V. Retiree Objections

- A. *Objection of John J. Prior and the Uniroyal Retirees Group to Confirmation of the Debtors' Plan* [Docket No. 3852]
- B. *Objection of Vincent A. Calarco to Confirmation of the Proposed Plan of Reorganization and Joinder in Objection of John J. Prior and the Uniroyal Retirees Group* [Docket No. 3858]
- C. *Request for Clarification by Policy Holders of the Plan and Exhibits B and C to the Plan Supplement* [Docket No. 3900]

VI. Contract Counterparty Objections

- A. *Limited Objection of E.I. duPont De Nemours and Company to (1) Joint Chapter 11 Plan of Chemtura Corporation, et al., and (2) Exhibit B to the Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al. and Any Notice of Assumption to Be Filed in Connection Therewith* [Docket No. 3813]
- B. *Limited Objection of Michael F. Vagnini to Exhibit B to the Plan Supplement and Any Notices of Assumption Sent in Connection Therewith* [Docket No. 3839]
- C. *Objection to Assumption of Executory Contracts with Venomix, Inc.* [Docket No. 3886]
- D. *Objection of Centerpoint Energy Gas Transmission Company to the Debtors' List of Assumed Contracts and Unexpired Leases and Proposed Cure Claims Attached as Exhibit B to Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3889]
- E. *Skillsoft Corporation's Objection to the Proposed Cure* [Docket No. 3893]

- F. *Objection of James D. Lyon as Chapter 7 Trustee for Computrex, Inc. to the Revised Joint Chapter 11 Plan of Chemtura Corporation, et al., filed August 5, 2010* [Docket No. 3788]
- G. *Limited Objection of VanDeMark Chemical, Inc. To (1) Joint Chapter 11 Plan of Chemtura Corporation, et al., and (2) Exhibit D to the Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3814]
- H. *Objection of Centrilift and Baker Petrolite Corporation to Debtors' Plan and Plan Supplement* [Docket No. 3816]
- I. *Limited Objection of CIBA Corporation and Its Affiliates to (1) Joint Chapter 11 Plan of Chemtura Corporation, et al. and (2) Exhibit D to the Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3845]
- J. *Limited Objection of BASF Corporation and Its Affiliates to (1) Joint Chapter 11 Plan of Chemtura Corporation, et al., and (2) Exhibit D to the Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al.*[Docket No. 3846]
- K. *Limited Objection of Lonza, Inc. To (1) Joint Chapter 11 Plan of Chemtura Corporation, et al., and (2) Exhibit D to the Plan Supplement to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3847]
- L. *Limited Objection of the Dow Chemical Company and Affiliates to Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3855]
- M. *Limited Objection of Spartech Polycom, Inc. to the Joint Chapter 11 Plan of Chemtura Corporation, et al.* [Docket No. 3865]
- N. *Limited Objection of Occidental Chemical Corporation And Affiliates To (1) Joint Chapter 11 Plan Of Chemtura Corporation, et al., And (2) Exhibit D To The Plan Supplement To The Joint Chapter 11 Plan Of Chemtura Corporation, et al.* [Docket No. 3890]
- O. *Objection of Pentair Water Pool and Spa, Inc. to Confirmation of Plan and to Motion for Disputed Claims Reserve* [Docket No. 3941]

VII. Informal Objections

- A. *Lion Copolymer* [Informal Objection or Inquiry]
- B. *New York State Department of Tax* [Informal Objection or Inquiry]
- C. *Prudential Relocation, Inc.* [Informal Objection or Inquiry]
- D. *Ungerer & Company* [Informal Objection or Inquiry]
- E. *United States Department of Justice* [Informal Objection or Inquiry]

Exhibit C

Notice of Confirmation

Exhibit D

Notice of Effective Date

Exhibit E

Disputed Contracts

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
	)	Chapter 11
CHEMTURA CORPORATION, <i>et al.</i> , ¹	)	Case No. 09-11233 (REG)
)	
Debtors.	)	Jointly Administered

JOINT CHAPTER 11 PLAN OF CHEMTURA CORPORATION, *ET AL.*

Dated: October 29, 2010

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

TABLE OF CONTENTS

ARTICLE I DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW	1
1.1 Defined Terms	1
1.2 Additional Defined Terms	14
1.3 Rules of Interpretation	14
1.4 Computation of Time.....	14
1.5 Governing Law	15
1.6 Reference to Monetary Figures.....	15
1.7 Reference to the Debtors or the Reorganized Debtors.....	15
ARTICLE II ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, DIP CLAIMS AND STATUTORY FEES	15
2.1 Administrative Claims	15
2.2 Priority Tax Claims	16
2.3 DIP Claims.....	16
2.4 Statutory Fees.....	17
2.5 Administrative Claims, Priority Tax Claims and DIP Claims Against Chemtura Canada	17
ARTICLE III CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS	17
3.1 Classification of Claims and Interests	17
3.2 Summary of Classification	17
3.3 Treatment of Claims and Interests.....	18
3.4 Treatment of Claims Against and Interests in Chemtura Canada	25
ARTICLE IV ACCEPTANCE REQUIREMENTS	26
4.1 Acceptance or Rejection of the Plan.....	26
4.2 Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code	26
ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN	26
5.1 General Settlement of Claims and Interests	26
5.2 The Creditors' Committee Action	26
5.3 The PBGC Settlement.....	27
5.4 The CHCI Preferred Stock Settlement	27
5.5 The Make-Whole Settlement and the No-Call Settlement.....	27
5.6 The Settlement Regarding the Fees of the Ad Hoc Bondholders' Committee.....	27
5.7 Environmental Matters	28
5.8 The Unsecured Distribution Pool	29
5.9 Election of Cash and New Common Stock.....	29
5.10 Exit Financing/Incurrence of New Indebtedness	30
5.11 Sources of Consideration for Plan Distributions.....	30
5.12 The Rights Offering	30
5.13 Cancellation of Securities and Agreements.....	31
5.14 Surrender of Existing Securities	31
5.15 Section 1145 Exemption.....	31
5.16 Corporate Existence.....	32
5.17 New Certificate of Incorporation and New By-Laws.....	32
5.18 New Chemtura's and Reorganized Debtors' Boards of Directors.....	32
5.19 Officers of New Chemtura and Reorganized Debtors	32
5.20 Employee Benefits	32
5.21 Retiree Benefits	33
5.22 The Incentive Plans.....	33
5.23 Vesting of Assets in the Reorganized Debtors	34

5.24	Restructuring Transactions.....	34
5.25	Corporate Action.....	34
5.26	Effectuating Documents; Further Transactions.....	34
5.27	Section 1146 Exemption from Certain Taxes and Fees	35
5.28	D&O Liability Insurance Policies.....	35
5.29	Preservation of Rights of Action.....	35
5.30	Single Satisfaction of Claims.....	35
ARTICLE VI TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....		36
6.1	Assumption and Rejection of Executory Contracts and Unexpired Leases.....	36
6.2	Claims Based on Rejection of Executory Contracts or Unexpired Leases.....	36
6.3	Cure of Defaults for Executory Contracts and Unexpired Leases Assumed.	36
6.4	Modifications, Amendments, Supplements, Restatements or Other Agreements.....	37
6.5	Reservation of Rights.....	37
6.6	Contracts and Leases Entered Into After the Petition Date.....	37
6.7	Assumption of Insurance Policies.....	38
ARTICLE VII PROVISIONS GOVERNING DISTRIBUTIONS.....		38
7.1	Total Enterprise Value	38
7.2	Record Date for Distributions.....	38
7.3	Timing and Calculation of Amounts to Be Distributed	38
7.4	Disbursing Agent.....	38
7.5	Rights and Powers of Disbursing Agent.....	39
7.6	Distributions on Account of Claims Allowed After the Effective Date.....	39
7.7	Delivery of Distributions and Undeliverable or Unclaimed Distributions	39
7.8	Compliance with Tax Requirements and Allocations	40
7.9	Setoffs.....	40
7.10	Claims Paid or Payable by Third Parties.....	41
ARTICLE VIII PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS OTHER THAN DIACETYL CLAIMS		41
8.1	Prosecution of Objections to Claims.....	41
8.2	Allowance of Claims and Interests	42
8.3	Disputed Claims Reserve.....	42
8.4	Distributions After Allowance	42
8.5	Distribution of Excess Amounts in the Disputed Claims Reserve.....	42
8.6	Property Held in the Disputed Claims Reserve.....	44
8.7	Estimation of Claims.....	44
8.8	Deadline to File Objections to Claims	44
ARTICLE IX PROCEDURES FOR RESERVING FOR ENVIRONMENTAL CLAIMS.....		44
9.1	Formation of Environmental Trust.....	44
9.2	Environmental Reserve	44
9.3	Distributions from the Environmental Reserve	45
9.4	Distribution of Excess Amounts in the Environmental Reserve	45
9.5	Property Held in the Environmental Reserve	45
ARTICLE X PROCEDURES FOR RESERVING FOR AND RESOLVING DIACETYL CLAIMS		45
10.1	Formation of Diacetyl Trust.....	45
10.2	Objections to Diacetyl Claims	46
10.3	Diacetyl Reserve	46
10.4	Distributions from the Diacetyl Reserve	46
10.5	Distribution of Excess Amounts in the Diacetyl Reserve.....	46
10.6	Property Held in the Diacetyl Reserve	47

ARTICLE XI SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS	47
11.1 Compromise and Settlement of Claims, Interests and Controversies	47
11.2 Releases by the Debtors	47
11.3 Releases by Holders of Claims and Interests	48
11.4 Releases by Holders of Diacetyl Claims	48
11.5 Liabilities to, and Rights of, Governmental Units	48
11.6 Exculpation.....	49
11.7 Discharge of Claims and Termination of Interests	49
11.8 Injunction.....	49
11.9 Term of Injunctions or Stays	50
11.10 Protection Against Discriminatory Treatment.....	50
11.11 Release of Liens	51
 ARTICLE XII CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND THE	
EFFECTIVE DATE	51
12.1 Conditions Precedent to Confirmation	51
12.2 Additional Condition Precedent to Confirmation.....	51
12.3 Conditions Precedent to the Effective Date	51
12.4 Additional Conditions Precedent to the Effective Date	52
12.5 Waiver of Conditions.....	52
12.6 Effect of Failure of Conditions.....	52
 ARTICLE XIII MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN	52
13.1 Modification and Amendments.....	52
13.2 Effect of Confirmation on Modifications	53
13.3 Revocation or Withdrawal of the Plan.....	53
 ARTICLE XIV RETENTION OF JURISDICTION	53
14.1 Jurisdiction of the Bankruptcy Court	53
14.2 Jurisdiction of the Bankruptcy Court in the Event Chemtura Canada Becomes a Debtor	55
 ARTICLE XV MISCELLANEOUS PROVISIONS.....	55
15.1 Immediate Binding Effect.....	55
15.2 Additional Documents	55
15.3 Dissolution of Creditors' Committee and Equity Committee	55
15.4 Payment of Fees and Expenses of the Creditors' Committee, the Equity Committee, the Prepetition Administrative Agent and the Indenture Trustees	56
15.5 Reservation of Rights.....	56
15.6 Successors and Assigns	56
15.7 Service of Documents.....	56
15.8 Entire Agreement.....	57
15.9 Severability of Plan Provisions	57
15.10 Exhibits	57
15.11 Votes Solicited in Good Faith.....	57
15.12 Closing of Chapter 11 Cases.....	58
15.13 Conflicts	58
15.14 Insurance Neutrality	58

INTRODUCTION

Chemtura Corporation and its affiliated debtors and debtors in possession in the above-captioned Chapter 11 Cases respectfully propose the following joint chapter 11 plan of reorganization. Capitalized terms used in the Plan and not otherwise defined shall have the meanings ascribed to such terms in Section 1.1 hereof.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME AND GOVERNING LAW

1.1 Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form:

1. “*2009 Notes*” means the approximately \$370 million in principal amount outstanding of 7% unsecured notes, issued by Great Lakes Chemical Corporation pursuant to the 2009 Notes Indenture.
2. “*2009 Notes Claims*” means any Claim arising under the 2009 Notes.
3. “*2009 Notes Indenture*” means the Indenture, dated as of July 16, 1999, between Great Lakes Chemical Corporation, as issuer and the 2009 Notes Indenture Trustee, as well as any guarantees and other documents entered into in connection therewith, and as amended by a Supplemental Indenture, dated as of July 1, 2005.
4. “*2009 Notes Indenture Trustee*” means The Bank of New York Mellon Trust Company and/or its duly appointed successor, in its capacity as indenture trustee under the 2009 Notes Indenture.
5. “*2016 Notes*” means the approximately \$500 million in principal amount outstanding of 6.875% unsecured notes, issued by Chemtura Corporation pursuant to the 2016 Notes Indenture.
6. “*2016 Notes Claims*” means any Claim arising under the 2016 Notes.
7. “*2016 Notes Indenture*” means the Indenture, dated as of April 24, 2006 between Chemtura Corporation, as issuer, each of the guarantors named therein and the 2016 Notes Indenture Trustee, as well as any guarantees and other documents entered into in connection therewith, and as amended by a Supplemental Indenture, dated as of February 11, 2009.
8. “*2016 Notes Indenture Trustee*” means U.S. Bank National Association and/or its duly appointed successor, in its capacity as indenture trustee under the 2016 Notes Indenture.
9. “*2026 Notes*” means the approximately \$150 million in principal amount outstanding of 6.875% unsecured debentures, issued by Witco Corporation, predecessor in interest to Chemtura Corporation, pursuant to the 2026 Notes Indenture.
10. “*2026 Notes Claims*” means any Claim arising under the 2026 Notes.
11. “*2026 Notes Indenture*” means the Indenture, dated as of February 1, 1993, between Chemtura Corporation (as successor to Witco Corporation), as issuer and the 2026 Notes Trustee, as well any guarantees and other documents entered into in connection therewith, and as amended by a First Supplemental Indenture, dated as of February 1, 1996, a Second Supplemental Indenture, dated as of August 31, 1999, a Third Supplemental Indenture, dated as of August 5, 2004, and a Fourth Supplemental Indenture, dated as of July 1, 2005.

12. “2026 Notes Indenture Trustee” means Manufacturers & Traders Trust Co. and/or its duly appointed successor, in its capacity as indenture trustee under the 2026 Notes Indenture.

13. “Accrued Professional Compensation” means, at any given moment, all accrued, contingent and/or unpaid fees (including success fees) for legal, financial advisory, accounting and other services and obligations for reimbursement of expenses rendered or incurred before the Effective Date that are awardable and allowable under sections 328, 330(a) or 331 of the Bankruptcy Code by any retained Professional in the Chapter 11 Cases, or that are awardable and allowable under section 503 of the Bankruptcy Code, that has not been denied by a Final Order, all to the extent that any such fees and expenses have not been previously paid. To the extent that the Bankruptcy Court or any higher court denies or reduces by a Final Order any amount of a Professional’s fees or expenses, then those reduced or denied amounts shall no longer constitute Accrued Professional Compensation. For the avoidance of doubt, Accrued Professional Compensation shall not include any accrued, contingent and/or unpaid fees for services and obligations for reimbursement of expenses rendered or incurred before the Effective Date by any Entity retained pursuant to the Ordinary Course Professional Order and authorized to be compensated thereunder without filing a fee application.

14. “Ad Hoc Bondholders’ Committee” means the *ad hoc* committee representing certain holders of Notes Claims and Prepetition Unsecured Lender Claims.

15. “Administrative Claim” means a Claim for costs and expenses of administration pursuant to sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses Allowed pursuant to sections 328, 330(a), 331 or 363 of the Bankruptcy Code or otherwise for the period commencing on the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1–4001; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code.

16. “Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.

17. “Allowed” means, (a) with respect to Claims, and including applicable premiums and penalties to the extent allowable: (i) any Claim proof of which is timely filed by the applicable Claims Bar Date; (ii) any Claim that is listed in the Schedules as not contingent, not unliquidated and not disputed, and for which no Proof of Claim has been timely filed; or (iii) any Claim that is allowed pursuant to the Plan; *provided, however*, that with respect to any Claim described in clauses (i) and (ii) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance of such Claim or any portion thereof has been filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules or the Bankruptcy Court, or such an objection is filed and the Claim shall have been Allowed by a Final Order, and (b) with respect to Interests: (i) any Interest reflected in the Debtors’ books and records; (ii) any Interest in Chemtura Corporation reflected in files maintained by Chemtura Corporation’s stock transfer agent; (iii) any Interest that is allowed pursuant to the Plan; or (iv) any other Interest that has been allowed by a Final Order of the Bankruptcy Court.

18. “Bankruptcy Code” means title 11 of the United States Code, as amended from time to time.

19. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases or any other court having jurisdiction over the Chapter 11 Cases, including, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, the United States District Court for the Southern District of New York.

20. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as well as the general and local rules of the Bankruptcy Court and *Case Management Order #2* (Docket No. 351).

21. “Cash” means the legal tender of the United States of America or the equivalent thereof.

22. “*Causes of Action*” means any action, claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (e) any state law fraudulent transfer claim; and (f) any claim listed in the Plan Supplement.

23. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court under Case No. 09-11233 (REG).

24. “*CHCP*” means the Non-Debtor Affiliate Chemtura Holding Company, Inc.

25. “*CHCI Preferred Stock*” means the 500 shares of preferred stock in CHCI, with a face preference value at issuance of \$1.1 billion, issued in favor of Great Lakes Chemical Corporation.

26. “*Chemtura Canada*” means the Non-Debtor Affiliate Chemtura Canada Company/Cie.

27. “*Claim*” means any claim against a Debtor or, to the extent specifically referenced in the Plan, a Non-Debtor Affiliate, as defined in section 101(5) of the Bankruptcy Code.

28. “*Claims Bar Date*” means, as applicable, (a) October 30, 2009 or (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for the filing of certain Claims.

29. “*Claims Objection Bar Date*” means, for each Claim, the later of (a) the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to certain Claims.

30. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

31. “*Class*” means a category of Claims or Interests as set forth in Article III.

32. “*Company*” means, collectively, Chemtura Corporation and all of its direct and indirect affiliates and subsidiaries, including Subsidiary Debtors and Non-Debtor Affiliates.

33. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

34. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

35. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

36. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

37. “*Consummation*” means the occurrence of the Effective Date.

38. “*Contract Interest Rate Procedures*” means certain procedures by which any holder of an Unsecured Claim may substantiate the existence of an existing contract that specifies the payment of interest, in substantially the form approved by the Bankruptcy Court before the Confirmation Hearing.

39. “*Corporate Governance Documents*” means the New Certificates of Incorporation and the New By-Laws, each of which shall be filed with the Bankruptcy Court in the Plan Supplement.

40. “*Creditors’ Committee*” means the statutory committee of unsecured creditors of the Debtors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee on March 26, 2009, membership of which was reconstituted on August 10, 2009 (Docket Nos. 895 and 897) and as may be further reconstituted from time to time.

41. “*Creditors’ Committee Action*” means the adversary proceeding [Adv. Case. No. 09-01394] commenced by the Creditors’ Committee against the Prepetition Administrative Agent, as such complaint and the parties thereto may be amended from time to time, seeking, among other things, to avoid certain transfers as preferences and seeking certain declaratory relief related to the Prepetition Secured Lender Claims requiring, among other things, disgorgement of certain payments made to the Prepetition Administrative Agent and unwinding the postpetition refinancing of certain amounts outstanding under the Prepetition Security Agreement.

42. “*Cure Claim*” means a Claim based upon a monetary default, if any, by any Debtor on an Executory Contract or Unexpired Lease at the time such contract or lease is assumed by such Debtor pursuant to sections 365 or 1123 of the Bankruptcy Code.

43. “*D&O Liability Insurance Policies*” means all insurance policies of any of the Debtors or Reorganized Debtors for directors’, managers’ and officers’ liability.

44. “*Debtor*” means one of the Debtors, in its individual capacity as a debtor and debtor in possession in the Chapter 11 Cases.

45. “*Debtors*” means, collectively: Chemtura Corporation; A&M Cleaning Products, LLC; Aqua Clear Industries, LLC; ASCK, Inc.; ASEPSIS, Inc.; BioLab Company Store, LLC; BioLab Franchise Company, LLC; BioLab, Inc.; BioLab Textile Additives, LLC; CNK Chemical Realty Corporation; Crompton Colors Incorporated; Crompton Holding Corporation; Crompton Monochem, Inc.; GLCC Laurel, LLC; Great Lakes Chemical Corporation; Great Lakes Chemical Global, Inc.; GT Seed Treatment, Inc.; HomeCare Labs, Inc.; ISCI, Inc.; Kem Manufacturing Corporation; Laurel Industries Holdings, Inc.; Monochem, Inc.; Naugatuck Treatment Company; Recreational Water Products, Inc.; Uniroyal Chemical Company Limited (Delaware); Weber City Road LLC; WRL of Indiana, Inc; and, in the event it files a voluntary petition for relief under chapter 11 of the Bankruptcy Code before the Confirmation Date, Chemtura Canada.

46. “*Diacetyl Claim Value*” means (a) the estimated aggregate liability of the Debtors in respect of Diacetyl Claims as determined by the Bankruptcy Court through an estimation proceeding before the Effective Date *minus* (b) Insurance Proceeds, if any, available in respect of Diacetyl Claims as of the Effective Date pursuant to (i) a separate settlement or agreement that has been approved by the Bankruptcy Court as of the Effective Date or (ii) a Final Order by the Bankruptcy Court or other court of competent jurisdiction.

47. “*Diacetyl Claims*” means, collectively, all Claims against any Debtor or any Non-Debtor Affiliate resulting, directly or indirectly, from alleged injury from exposure to diacetyl, acetoin and/or acetaldehyde, including all Claims for indemnification or contribution relating to alleged injury from exposure to diacetyl, acetoin and/or acetaldehyde.

48. “*Diacetyl Reserve*” means the reserve to be created by the Debtors to hold a contribution of Cash from Chemtura Corporation and Chemtura Canada in the amount of the Diacetyl Claim Value, which reserve shall be held for the benefit of holders of Allowed Diacetyl Claims for distribution according to the procedures set forth in Article X.

49. “*Diacetyl Trust*” means a trust that the Debtors may, at their option, establish for the exclusive benefit of the holders of Diacetyl Claims.

50. “*DIP Agent*” means Citibank, N.A. or its duly appointed successor, in its capacity as administrative agent under the DIP Loan Agreement.

51. “*DIP Claims*” means any Claim derived from or based upon the DIP Loan Agreement, including the DIP Revolver Claims and the DIP Term Claims.

52. “*DIP Lenders*” means the banks, financial institutions and other lender parties to the DIP Loan Agreement from time to time, each in their capacity as such.

53. “*DIP Loan Agreement*” means that certain Amended and Restated Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of February 3, 2010, among Chemtura Corporation, as borrower, each of the other Debtors, as guarantors, the DIP Agent and the DIP Lenders, as well as any other documents entered into in connection therewith.

54. “*DIP Revolver Claims*” means any Claim derived from or based upon the DIP Revolver Loan under the DIP Loan Agreement.

55. “*DIP Revolver Loan*” means the superpriority priming revolver loan and letter of credit facility up to an aggregate principal amount of \$150 million made available to the Debtors under section 2.01(b) of the DIP Loan Agreement.

56. “*DIP Term Claims*” means any Claim derived from or based upon the DIP Term Loan under the DIP Loan Agreement.

57. “*DIP Term Loan*” means the superpriority priming term loan facility in an aggregate principal amount of up to \$300 million made available to the Debtors under section 2.01(a) of the DIP Loan Agreement.

58. “*Disbursing Agent*” means the Reorganized Debtors or the Entity or Entities chosen by the Reorganized Debtors to make or facilitate distributions pursuant to the Plan, including each of the Indenture Trustees.

59. “*Disclosure Statement*” means the *Disclosure Statement for the Joint Chapter 11 Plan of Chemtura Corporation et al.*, dated June 17, 2010, including all exhibits and schedules thereto and references therein that relate to the Plan that is prepared, approved by order of the Bankruptcy Court and distributed in accordance with such order of approval.

60. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.

61. “*Disputed Claims Reserve*” means the reserve to be created by the Debtors to hold a contribution of Cash and New Common Stock, which reserve shall be held for the benefit of holders of subsequently Allowed Claims for distribution according to the procedures set forth in Article VIII.

62. “*Disputed Claims Reserve Periodic Distributions*” means, for each holder of an Interest in Class 13a for Chemtura Corporation, such holder’s Pro Rata share of any supplemental distributions in the amount of any reductions of Cash and New Common Stock held in the Disputed Claims Reserve ordered by the Bankruptcy Court pursuant to the procedures for Disputed Claims Reserve Periodic Distributions as set forth in Section 8.5(b), to the extent that all holders of Claims in the Participating Creditor Classes (except holders of Claims that are Disputed Claims as of the date any motion for approval of a Disputed Claims Reserve Periodic Distribution is filed) have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i).

63. “*Distribution Date*” means any of the Initial Distribution Date or the Periodic Distribution Dates.

64. “*Distribution Record Date*” means, except with respect to publicly traded debt securities, the date that the Confirmation Order is entered by the Bankruptcy Court.

65. “*DTC*” means The Depository Trust Company.

66. “*Effective Date*” means the first business day after which all provisions, terms and conditions specified in Section 12.3 have been satisfied or waived pursuant to Section 12.5.

67. “*Electing Creditors*” means the holders of Allowed Claims in the Participating Creditor Classes who, at the time of voting on the Plan, make a binding election to seek to receive the maximum available percentage of their recovery in the form of Cash or the maximum available percentage of their recovery in the form of New Common Stock.

68. “*Electing Creditors’ Pool*” means the pool of Cash and New Common Stock that otherwise would be distributable to the Electing Creditors.

69. “*Emergence Deadline*” means November 15, 2010.

70. “*Emergence Incentive Plan*” means payments on account of (a) any awards earned under the Bankruptcy Court’s *Order (A) Approving the Debtors’ Key Employee Incentive Plan and (B) Authorizing the Debtors to Honor Certain Prepetition Bonus Programs* (Docket No. 847), as such awards may be modified or implemented with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld, on terms set forth in the Plan Supplement, and (b) any awards earned under the Bankruptcy Court’s *Order Approving the Debtors’ 2010 Key Employee Incentive Plan* (Docket No. 2707), as such awards may be modified or implemented with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld, on terms set forth in the Plan Supplement.

71. “*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code.

72. “*Environmental Claim*” means any Claim by a Governmental Unit against Chemtura Corporation or any of the Subsidiary Debtors arising out of, related to or based upon federal or state environmental laws or regulations, environmental orders, consent decrees and other obligations in connection with (a) sites that are not part of the Debtors’ bankruptcy estates, including previously owned or operated sites that are no longer owned or operated by the Debtors and third-party sites that have never been owned or operated by the Debtors to which the Debtors or their predecessors are alleged to have sent waste or other materials and (b) the Debtors’ owned or operated sites solely to the extent that such Claims arise out of, relate to or are based upon costs expended or paid by a Governmental Unit before the Petition Date or penalties owing to a Governmental Unit for violations of environmental laws or regulations that occurred before the Petition Date.

73. “*Environmental Reserve*” means the reserve to be created by Chemtura Corporation and the Subsidiary Debtors to hold a contribution of Cash from Chemtura Corporation and the Subsidiary Debtors in an amount to be determined by the Bankruptcy Court or agreed to by the Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) and the holders of Disputed Environmental Claims, which reserve shall be held for the benefit of holders of Allowed Environmental Claims for distribution according to the procedures set forth in Article IX.

74. “*Environmental Settlement Agreement*” means any settlement agreement that is entered into between any of the Debtors and a Governmental Unit, is filed with the Bankruptcy Court on or before the Confirmation Date, is subsequently approved by order of the Bankruptcy Court pursuant to Bankruptcy Rule 9019 and arises out of, relates to, or is based upon any federal or state environmental law.

75. “*Environmental Trust*” means a trust that the Debtors may, at their option, establish for the exclusive benefit of the holders of Environmental Claims.

76. “*Equity Committee*” means the official committee of equity security holders of the Debtors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee on December 29, 2009 (Docket No. 1676), membership of which was reconstituted on January 7, 2010 and January 12, 2010 (Docket Nos. 1718 and 1748) and as may be further reconstituted from time to time.

77. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

78. “*Exculpated Claim*” means any claim related to any act or omission in connection with, relating to or arising out of the Debtors’ in or out of court restructuring efforts, the Chapter 11 Cases, formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of Plan securities, or the distribution of property under the Plan or any other related agreement; *provided, however*, that Exculpated Claims shall not include any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct or fraud. For the avoidance of doubt, no Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement constitutes an Exculpated Claim.

79. “*Exculpated Party*” means each of: (a) the Debtors, the Reorganized Debtors and their Affiliates, (b) the Creditors’ Committee and the current and former members thereof, in their capacity as such; (c) the Indenture Trustees in their capacity as such; (d) the Ad Hoc Bondholders’ Committee and the members thereof, in their capacity as such; (e) with respect to each of the foregoing Entities in clauses (a) through (d), such Entities’ subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners, affiliates and representatives, in each case only in their capacity as such; and (f) the PBGC and its agents, attorneys and financial advisors.

80. “*Exculpation*” means the exculpation provision set forth in Section 11.5 hereof.

81. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

82. “*Exit Credit Facility Agreement*” means one or more financing agreements to be executed by the Reorganized Debtors on or before the Effective Date, providing for a senior secured revolving credit facility and, if entered into, a senior secured or unsecured term loan or notes, including any agreements, amendments, supplements or documents related thereto, the substantially final form of which shall be filed as part of the Plan Supplement.

83. “*Exit Financing*” means, together, (a) a senior secured or unsecured term loan and/or the issuance of senior secured or unsecured notes which, in the aggregate, have a principal amount of \$750 million and (b) a senior secured revolver facility up to a principal amount of \$275 million entered into pursuant to an Exit Credit Facility Agreement.

84. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order or has otherwise been dismissed with prejudice.

85. “*General Unsecured Claims*” means any Unsecured Claim against any Debtor, unless such Claim is: (a) a 2009 Notes Claim, (b) a 2016 Notes Claim, (c) a 2026 Notes Claim, (d) a Diacetyl Claim, (e) an Environmental Claim, (f) a Prepetition Unsecured Lender Claim, (g) an Unsecured Convenience Claim, (h) an Intercompany Claim (i) an Administrative Claim, (j) a Priority Tax Claim, (k) an Other Priority Claim, (l) a Claim

Accrued for Professional Compensation or (m) the portion of any Insured Claim that is not an Insured Deficiency Claim.

86. “*Governmental Unit*” means any domestic, foreign, provincial, federal, state, local or municipal (a) government, (b) governmental agency, commission, department, bureau, ministry or other governmental entity, (c) natural resource trustee agency or (d) any other governmental unit as defined in section 101(27) of the Bankruptcy Code.

87. “*Impaired*” means any Claim or Interest in an Impaired Class.

88. “*Impaired Class*” means a Class that is impaired within the meaning of section 1124 of the Bankruptcy Code. For the avoidance of doubt, Impaired Classes are Class 4a for Chemtura Corporation, Class 4b for each of the applicable Subsidiary Debtors, Classes 5, 6 and 11 for Chemtura Corporation and each of the applicable Subsidiary Debtors, Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation, Classes 8 and 13a for Chemtura Corporation and Class 10 for Chemtura Corporation and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date). For the avoidance of doubt, the only Impaired Class with respect to Chemtura Canada, in the event it becomes a Debtor before the Confirmation Date, will be Class 10.

89. “*Incentive Plans*” means the Emergence Incentive Plan and the New Incentive Plan.

90. “*Indemnification Provision*” means each of the indemnification provisions, agreements or obligations currently in place, whether in the bylaws, certificates of incorporation or other formation documents in the case of a limited liability company, board resolutions or employment contracts, for the Debtors and the current and former directors, officers, members (including *ex officio* members), employees, attorneys, other professionals and agents of the Debtors and such current and former directors, officers and members’ respective Affiliates.

91. “*Indemnified Parties*” means, collectively, any Debtor and current and former director, officer, member (including *ex officio* members), employee, attorney, other professional and agent of the Debtors and such current and former directors, officers and members’ respective Affiliates who is the beneficiary of an Indemnification Provision.

92. “*Indenture Trustees*” means, collectively, the 2009 Notes Indenture Trustee, the 2016 Notes Indenture Trustee and the 2026 Notes Indenture Trustee.

93. “*Indentures*” means, collectively, the 2009 Notes Indenture, the 2016 Notes Indenture and the 2026 Notes Indenture.

94. “*Initial Distribution Date*” means the date occurring as soon as reasonably practicable after the Effective Date when distributions under the Plan shall commence.

95. “*Insurance Policies*” means any insurance policies, insurance settlement agreements, coverage-in-place agreements or other agreements related to the provision of insurance entered into by or issued to or for the benefit of any of the Debtors or their predecessors.

96. “*Insurance Coverage Action*” means any action brought before a court, arbitrator, or other tribunal seeking determination of one or more causes of action, including declaratory relief, indemnification, contribution, or an award of damages, arising out of or relating to any of the Insurance Policies.

97. “*Insurance Proceeds*” means the insurance proceeds available to the Debtors or holders of Insured Claims under any of the Insurance Policies.

98. “*Insured Claim*” means any Claim that is payable or subject to indemnification, in whole or in part, from Insurance Proceeds under one or more of the Insurance Policies.

99. *“Insured Deficiency Claim”* means the unsecured balance, if any, of an Insured Claim that remains after deducting the amount of Insurance Proceeds available on account of such Insured Claim.

100. *“Insurer”* means a counterparty to any Insurance Policy that is not one of the Debtors, their predecessors, or affiliates.

101. *“Intercompany Claim”* means (a) any Claim held by a Debtor against another Debtor or (b) any Claim held against a Debtor by a Non-Debtor Affiliate that is a direct or indirect subsidiary of Chemtura Corporation.

102. *“Interest”* means any share of common stock, preferred stock or other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant or other right, contractual or otherwise, to acquire any such interest in a Debtor that existed before the Effective Date, any phantom stock or other similar stock unit provided pursuant to the Debtors’ prepetition employee compensation programs and any Claim related to the purchase of interests subject to subordination pursuant to section 510(b) of the Bankruptcy Code; provided, however, that to the extent an Interest is subject to the compliance with the terms of a prepetition contract or other agreement, any recovery under the Plan on account of such Interest shall be subject to the terms of such contract or agreement.

103. *“Interim Compensation Order”* means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* (Docket No. 112).

104. *“Lien”* has the meaning set forth in section 101(37) of the Bankruptcy Code.

105. *“Lien Claim”* means any Secured Claim that is not: (a) a DIP Claim or (b) a Prepetition Secured Lender Claim.

106. *“Make-Whole Premium”* means the claim asserted by certain holders of 2016 Notes and the 2016 Notes Indenture Trustee for obligations, if any, for payment of a make-whole premium or similar damages or prepayment penalties as required in connection with the 2016 Notes Indenture.

107. *“Make-Whole Settlement Amount”* is \$50 million.

108. *“New Board”* means, with respect to each Reorganized Debtor and New Chemtura, the initial board of directors of such Entity appointed as of the Effective Date, the members of which shall be determined in accordance with Section 5.18.

109. *“New By-Laws”* means, with respect to each Reorganized Debtor and New Chemtura, the new by-laws of such Entity, the form of which shall be included in the Plan Supplement.

110. *“New Certificate of Incorporation”* means, with respect to each Reorganized Debtor and New Chemtura, the form of the initial certificate of incorporation of each such Entity, the form of which shall be included in the Plan Supplement.

111. *“New Chemtura”* means Reorganized Chemtura.

112. *“New Chemtura Total Enterprise Value”* is \$2.05 billion plus, except as otherwise agreed among the Debtors, the Creditors’ Committee and the Ad Hoc Bondholders’ Committee in their discretion, total Cash available to satisfy Allowed Unsecured Claims plus the amount of Cash to be retained following the Effective Date (which is expected to be approximately \$125 million).

113. *“New Common Stock”* means a certain number of common shares in the capital of New Chemtura authorized pursuant to the Plan, of which up to 100 million shares shall be initially issued and outstanding pursuant to the Plan as of the Effective Date.

114. “*New Employment Agreements*” means employment agreements between the Debtors and certain individuals in the Debtors’ senior management, the terms of which shall be included in the Plan Supplement. The individuals and terms are to be agreed to prior to the hearing on the Disclosure Statement.

115. “*New Incentive Plan*” means the compensation program that will be implemented by the New Board of Chemtura Corporation and will become effective upon the Effective Date, which shall include a stock-based long-term incentive plan and may include other stock-based compensation consistent with the New Employment Agreements that will be adopted and become effective upon the Effective Date as well as a cash-based annual incentive plan consistent with past practice, as to which awards are subject to the approval of the New Board. Certain New Common Stock shall be reserved for issuance under the New Incentive Plan, in addition to shares reserved that may be issued pursuant to the Emergence Incentive Plan, as the Emergence Incentive Plan may be modified, with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld, and which modification shall be disclosed in the Plan Supplement. The terms of the New Incentive Plan shall be included in the Plan Supplement. The reserve number and New Incentive Plan terms are to be agreed to prior to the hearing on the Disclosure Statement.

116. “*No-Call Penalty*” means the claim asserted by certain holders of 2026 Notes and the 2026 Notes Indenture Trustee for obligations, if any, for payment of damages or prepayment penalties in connection with the 2026 Notes Indenture.

117. “*No-Call Settlement Amount*” is \$20 million.

118. “*Non-Debtor Affiliate*” means any Entity that is either directly or indirectly a wholly-owned subsidiary of Chemtura Corporation that is not or does not become, before the Confirmation Date, a Debtor in the Chapter 11 Cases.

119. “*Non-Qualified Pension Arrangements*” means the non-qualified pension and other deferred compensation arrangements pursuant to which the Debtors provided benefits to certain executive officers and former executive officers of the Debtors, predecessor companies and other legacy entities whose liabilities and obligations were assumed by the Debtors either contractually or by law, including through past merger and acquisition activity, before the Petition Date.

120. “*Notes*” means, collectively, the 2009 Notes, the 2016 Notes and the 2026 Notes.

121. “*Notes Claims*” means, collectively, the 2009 Notes Claims, the 2016 Notes Claims and the 2026 Notes Claims.

122. “*Notice and Claims Agent*” means Kurtzman Carson Consultants LLC, located at 2335 Alaska Avenue, El Segundo, California 90245, (866) 967-0678, retained as the Debtors’ notice, claims and solicitation agent.

123. “*Ordinary Course Professional Order*” means the *Order Authorizing the Debtors’ Retention and Compensation of Certain Professionals Utilized in the Ordinary Course of Business* (Docket No. 181).

124. “*Other Priority Claim*” means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim or (b) a Priority Tax Claim.

125. “*Participating Creditor Classes*” means the Classes of Prepetition Unsecured Lender Claims, Notes Claims and General Unsecured Claims (other than General Unsecured Claims against Chemtura Canada, in the event it becomes a Debtor before the Confirmation Date), the holders of which Claims shall receive distributions from the Unsecured Distribution Pool.

126. “*PBGC*” means the Pension Benefit Guaranty Corporation.

127. “*Periodic Distribution Date*” means, unless otherwise ordered by the Bankruptcy Court, the first business day that is 120 days after the Initial Distribution Date, and for the first year thereafter, the first business day that is 120 days after the immediately preceding Periodic Distribution Date. After one year following the Distribution Date, the Periodic Distribution Date will occur on the first business day that is 180 days after the immediately preceding Periodic Distribution Date.

128. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

129. “*Petition Date*” means March 18, 2009.

130. “*Plan*” means this *Joint Chapter 11 Plan of Chemtura Corporation et al.*, including the Plan Supplement, which is incorporated herein by reference.

131. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules and exhibits to the Plan to be filed by the Debtors no later than fourteen days before the Confirmation Hearing or such later date as may be approved by the Bankruptcy Court, and additional documents filed with the Bankruptcy Court before the Effective Date as amendments, modifications or supplements to the Plan Supplement, including the following: (a) to the extent known, the identity of the members of the New Boards of New Chemtura and each of the Reorganized Debtors, as well as the nature and amount of compensation for any member of the New Board who is an “insider” under section 101(31) of the Bankruptcy Code; (b) a list of Executory Contracts and Unexpired Leases to be assumed, together with the proposed Cure Claim amount for each such contract; (c) a list of Executory Contracts and Unexpired Leases to be rejected; (d) a list of retained Causes of Action; (e) the form of the Exit Credit Facility Agreement and any other indenture or similar operative credit document setting forth the terms of the Exit Financing; (f) the Corporate Governance Documents; (g) the elected treatment of Intercompany Claims; (h) the terms of the New Incentive Plan, the Emergence Incentive Plan and the New Employment Agreements; (i) the terms of the coverage under any new D&O Liability Insurance Policies, including the policy or policies providing tail coverage; (j) details regarding reasonable and customary registration rights; (k) to the extent the Disbursing Agent includes an Entity or Entities other than the Reorganized Debtors, the identity of such Entity or Entities; and (l) the Rights Offering Instructions and Exercise Forms

132. “*Prepetition Administrative Agent*” means Citibank, N.A. and/or its duly appointed successor, as administrative agent under the Prepetition Credit Agreement.

133. “*Prepetition Credit Agreement*” means the Credit Agreement, dated as of July 1, 2005, among Chemtura Corporation, as borrower, each of the guarantors named therein, the lenders party thereto and the Prepetition Administrative Agent, as amended by the Amended and Restated Credit Agreement, dated as of July 31, 2007, together with any guarantees and other documents entered into in connection therewith including the Prepetition Security Agreement.

134. “*Prepetition Lenders*” means those lenders party to the Prepetition Credit Agreement from time to time.

135. “*Prepetition Secured Lender Claims*” means any Claim derived from or based upon the Prepetition Credit Agreement that is Secured by the “collateral,” as such term is defined in section 2 of the Prepetition Security Agreement, including unpaid reasonable, documented and necessary out-of-pocket fees and expenses of the Prepetition Administrative Agent through and including the Effective Date, all to the extent not previously paid by any of the Debtors.

136. “*Prepetition Security Agreement*” means the Second Amended and Restated Pledge and Security Agreement, dated as of December 30, 2008, among certain of the Debtors, as grantors, and Citibank, N.A., as agent.

137. “*Prepetition Unsecured Lender Claims*” means any Claim derived from or based upon the Prepetition Credit Agreement other than the Prepetition Secured Lender Claims.

138. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

139. “*Pro Rata*” means, as applicable, the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of Allowed Claims or Interests in that Class, or the proportion that all Allowed Claims or Interests in a particular Class bear to the aggregate amount of Allowed Claims or Interests in such Class and other Classes entitled to share in the same recovery under the Plan.

140. “*Professional*” means an Entity: (a) retained pursuant to a Final Order in accordance with sections 327, 363 or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 363 and 331 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

141. “*Proof of Claim*” means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

142. “*Reinstated*” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.

143. “*Rejection Claim*” means a Claim arising from the rejection of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

144. “*Releasing Parties*” means all Entities who have held, hold or may hold Claims or Interests that have been released pursuant to Sections 11.2, 11.3 or 11.4, discharged pursuant to Section 11.7 or are subject to exculpation pursuant to Section 11.6.

145. “*Released Party*” means each of: (a) the Debtors, New Chemtura and the other Reorganized Debtors; (b) the current and former directors and officers of the Debtors; (c) the Creditors’ Committee and the current and former members thereof, in their capacity as such; (d) the Indenture Trustees; (e) the Ad Hoc Bondholders’ Committee and the current members thereof, in their capacity as such; (f) the DIP Agent; (g) the DIP Lenders; and (h) with respect to each of the foregoing Entities in clauses (a) through (g), such Entities’ subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners and representatives, in each case, only in their capacity as such; and (i) the PBGC and its agents, attorneys and financial advisors.

146. “*Reorganized*” means, with respect to the Debtors, any Debtor or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date.

147. “*Rights*” means the rights to subscribe for and acquire on the Effective Date New Common Stock in exchange for \$100 million in Cash, with such subscription and acquisition to be at a price consistent with the New Chemtura Total Enterprise Value, and in accordance with the other terms and conditions of the Rights Offering as set forth in the Rights Offering Procedures.

148. “*Rights Offering*” means the offering of the Rights by the Debtors to the holders of Interests in Class 13a for Chemtura Corporation, to the extent such Class votes to accept the Plan.

149. “*Rights Offering Deadline*” means 5:00 p.m. (EDT) on the date that is 30 days after the Debtors commence the Rights Offering in accordance with the Rights Offering Procedures.

150. “*Rights Offering Procedures*” means certain procedures setting forth the terms and conditions of the Rights Offering, in substantially the form annexed hereto as Exhibit 1.

151. “*Rights Offering Record Date*” means August 24, 2010.

152. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms.

153. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the Estate of the Debtor against which the Claim is asserted has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, to the extent of the value of the creditor’s interest in the Estate’s interest in such property as determined pursuant to section 506(a) of the Bankruptcy Code; (b) subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the property subject to setoff; or (c) otherwise Allowed pursuant to the Plan as a Secured Claim.

154. “*Shortfall Adjustment*” means the reduction to the distributions to certain Classes pursuant to the Plan, in the following order: (a) first, distributions to the holders of 2026 Notes Claims on account of the No-Call Settlement Amount; (b) second, distributions to the holders of 2016 Notes Claims on account of the Make-Whole Settlement Amount; (c) third, on a pro rata basis, postpetition interest payments payable to the General Unsecured Claims against Chemtura Corporation and the 2026 Notes Claims, and (d) fourth, on a pro rata basis, payments payable on account of the General Unsecured Claims against Chemtura Corporation and 2026 Notes Claims.

155. “*Shortfall Readjustment*” means the increase in the distributions to certain Classes pursuant to the Plan, in the following order: (d) first, on a pro rata basis, payments payable on account of the General Unsecured Claims against Chemtura Corporation and 2026 Notes Claims; (b) second, on a pro rata basis, postpetition interest payments payable to the General Unsecured Claims against Chemtura Corporation and the 2026 Notes Claims; (c) third, distributions to the holders of 2016 Notes Claims on account of the Make-Whole Settlement Amount; and (d) fourth, distributions to the holders of 2026 Notes Claims on account of the No-Call Settlement Amount.

156. “*Subsidiary Debtors*” means all of the Debtors other than Chemtura Corporation and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date).

157. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

158. “*Unimpaired*” means any Claim or Interest that is not designated as Impaired. For the avoidance of doubt, Unimpaired Classes are Classes 1, 2, 3 and 9 for each of the applicable Debtors and Class 4c for Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date).

159. “*Unsecured Claims*” means any unsecured claim against any Debtor including (a) a General Unsecured Claim, (b) a Prepetition Unsecured Lender Claim, (c) a 2009 Notes Claim, (d) a 2016 Notes Claim, (e) a 2026 Notes Claim, (f) a Diacetyl Claim, (g) an Environmental Claim, (h) an Unsecured Convenience Claim or (i) an Insured Deficiency Claim.

160. “*Unsecured Convenience Claims*” means any Unsecured Claim against any of the Debtors, except Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date), that, but for being defined as an Unsecured Convenience Claim, would be a General Unsecured Claim, and either (a) is Allowed in an amount of \$50,000 or less or (b) is Allowed in an amount greater than \$50,000, but is subject to an irrevocable election by the holder thereof to reduce the Allowed amount of the Claim to \$50,000 for the purpose of rendering the Claim an Unsecured Convenience Claim.

161. “*Unsecured Distribution Pool*” means the pool from which distributions shall be made to the Participating Creditor Classes, which pool shall be funded with: (a) available distributable Cash following funding of the Diacetyl Reserve, the Environmental Reserve and payment to all holders of Allowed Unsecured Convenience Claims, (b) all proceeds of the Rights Offering, to the extent that Class 13a for Chemtura Corporation votes to accept the Plan and holders of Interests in such Class elect to participate in the Rights Offering and (c) the New Common Stock, subject to reduction solely to the extent that Class 13a for Chemtura Corporation votes to accept the Plan in the amount of the 5% of the New Common Stock made available to holders of Interests in such Class and up

to \$100 million in value of New Common Stock made available to holders of Interests in such Class in the form of the Rights Offering, and subject to dilution for the Incentive Plans.

162. “*U.S. Pension Plans*” means the tax-qualified defined benefit pension plans maintained by Chemtura Corporation.

163. “*U.S. Trustee*” means the United States Trustee for the Southern District of New York.

164. “*Waiver Rate*” means the interest rate applicable with respect to the Prepetition Credit Agreement as determined pursuant to section 2 of the Waiver and Amendment No. 2 to the Amended and Restated Credit Agreement, dated December 30, 2008, by and among Chemtura Corporation, as borrower, each of the guarantors named therein, the lenders party thereto and the Prepetition Administrative Agent.

1.2 Additional Defined Terms

In the event Chemtura Canada becomes a Debtor before the Confirmation Date, the following defined terms shall apply in addition to (or, where applicable, in the stead of) the defined terms set forth in Section 1.1:

1. “*Canadian Case*” means the recognition proceedings commenced by Chemtura Canada under Part IV of the *Companies’ Creditors Arrangement Act* in the Canadian Court.

2. “*Canadian Confirmation Order*” means the order of the Canadian Court, which shall, among other things, order and declare that the Confirmation Order and this Plan, as they relate to Chemtura Canada, are recognized and shall be implemented and effective in Canada in accordance with their terms.

3. “*Canadian Court*” means the Ontario Superior Court of Justice (Commercial List).

4. “*Canadian Recognition Order*” means the order of the Canadian Court, which shall, among other things, order and declare that the Chapter 11 Case for Chemtura Canada is recognized and given full force and effect in Canada.

5. “*Chemtura Canada*” means Chemtura Canada Company/Cie, in its capacity as a Debtor.

1.3 Rules of Interpretation

For purposes of this Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors in a manner that is consistent with the overall purpose and intent of the Plan all without further Bankruptcy Court order.

1.4 Computation of Time

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

1.5 Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction and implementation of the Plan, any agreements, documents, instruments or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); *provided, however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the jurisdiction of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

1.6 Reference to Monetary Figures

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

1.7 Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors shall mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

ARTICLE II

ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, DIP CLAIMS AND STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims and DIP Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III and shall receive the following treatment:

2.1 Administrative Claims

(a) Administrative Claims

Except with respect to Administrative Claims that are Claims for Accrued Professional Compensation and except to the extent that a holder of an Allowed Administrative Claim and the applicable Debtor (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or Reorganized Debtor agrees to less favorable treatment to such holder, each holder of an Allowed Administrative Claim shall be paid in full, in Cash, on the later of: (a) the Initial Distribution Date; (b) the first date such Administrative Claim is Allowed or as soon as reasonable practicable thereafter; and (c) the date such Allowed Administrative Claim becomes due and payable by its terms, or as soon thereafter as is practicable.

(b) Professional Compensation

(i) Claims for Accrued Professional Compensation

Professionals or other Entities asserting a Claim for Accrued Professional Compensation for services rendered before the Effective Date must file and serve on the Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order or other order of the Bankruptcy Court an application for final allowance of such Claim for Accrued Professional Compensation no later than 45 days after the Effective Date; *provided* that the Reorganized Debtors may pay retained Professionals or other Entities in the ordinary course of business after the Effective Date without the need to file a final fee application. Objections to any Claim for Accrued Professional Compensation must be filed and served on the Reorganized Debtors, the Creditors' Committee, the U.S. Trustee and the requesting party no later than 75 days after the Effective Date.

(ii) Post- Effective Date Fees and Expenses

Upon the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional for services rendered or expenses incurred after the Effective Date in the ordinary course of business, including fees and expenses for the Creditors' Committee's Professionals for services rendered post-Effective Date as contemplated by the Plan, if any, without any further notice to any party or action, order or approval of the Bankruptcy Court.

(c) Administrative Claim Bar Date

Except as otherwise provided in this Section 2.1, requests for payment of Administrative Claims must be filed and served on the Reorganized Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than 60 days after the Effective Date. Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or Reorganized Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests, if any, must be filed and served on the Reorganized Debtors and the requesting party no later than 90 days after the Effective Date. Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim previously Allowed by Final Order, including all Administrative Claims expressly Allowed under this Plan.

2.2 Priority Tax Claims

Each holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive, on the Distribution Date, at the option of the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld), one of the following treatments: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; (2) Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period of time not to exceed five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, plus interest at the rate determined under applicable nonbankruptcy law and to the extent provided for by section 511 of the Bankruptcy Code; or (3) such other treatment as may be agreed upon by such holder and the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or otherwise determined upon an order of the Bankruptcy Court.

2.3 DIP Claims

(a) DIP Revolver Claims

The DIP Revolver Claims shall be Allowed and deemed to be Allowed Claims in the full amount due and owing under the DIP Revolver Loan, including principal, interest, reasonable fees, reasonable expenses and issued, outstanding and undrawn letters of credit, in each case to the extent required to be paid under the terms of the DIP Loan Agreement. Holders of DIP Revolver Claims will receive, on or as soon as practicable after the Initial Distribution Date, as indefeasible payment in full and final satisfaction of the DIP Revolver Claims, Cash in the full Allowed amount of their Claims, provided, however, that any DIP Revolver Claims representing unfunded letters of credit shall be deemed fully satisfied without any payment in Cash upon such letters of credit being replaced by new letters of credit issued under the Exit Financing.

(b) DIP Term Claims

The DIP Term Claims shall be Allowed and deemed to be Allowed Claims in the amount of \$300 million, plus contingent and unliquidated claims arising under the DIP Refinancing Facility. Holders of DIP Term Claims will receive, on or as soon as practicable after the Initial Distribution Date, as indefeasible payment in full and final satisfaction of the DIP Term Claims, Cash in the full Allowed amount of their Claims.

2.4 Statutory Fees

The Debtors shall pay in full, in Cash, any fees due and owing to the U.S. Trustee, including quarterly fees payable under 28 U.S.C. §1930(a)(6), plus interest due and payable under 31 U.S.C. § 3717 (if any), on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' business at the time of Confirmation. On and after the Effective Date, the Reorganized Debtors shall pay the applicable U.S. Trustee fees for each of the Reorganized Debtors when due in the ordinary course until such time as the Bankruptcy Court enters a final decree in such Reorganized Debtor's Chapter 11 Case.

2.5 Administrative Claims, Priority Tax Claims and DIP Claims Against Chemtura Canada

This Plan constitutes a pre-arranged Plan for Chemtura Canada in the event it becomes a Debtor before the Confirmation Date. For the avoidance of doubt, in the event Chemtura Canada becomes a Debtor before the Confirmation Date, each holder of an Administrative Claim, Priority Tax Claim or DIP Claim against Chemtura Canada (to the extent there are any such Claims against Chemtura Canada) shall receive the same treatment as the treatment for holders of Administrative Claims, Priority Tax Claims and DIP Claims, respectively, as set forth in this Article II.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

3.1 Classification of Claims and Interests

Pursuant to section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Interests. A Claim or Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan only to the extent that such Claim or Interest has not been paid, released, withdrawn or otherwise settled before the Effective Date.

3.2 Summary of Classification

This Plan constitutes a separate chapter 11 plan of reorganization for each Debtor, each of which shall include the classifications set forth below (and described in more detail in Section 3.3 below), except that Class 7 shall be applicable only to Chemtura Corporation and Great Lakes Chemical Corporation, Class 8 shall be applicable only to Chemtura Corporation and Class 10 shall be applicable only to Chemtura Corporation and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date). For the avoidance of doubt, to the extent a Class contains Allowed Claims or Interests with respect to a particular Debtor, such Class is designated with respect to such Debtor. To the extent there are no Allowed Claims or Interests with respect to a particular Debtor, such Class is deemed to be omitted with respect to such Debtor.

The following chart represents the general classification of Claims and Interests for each Debtor pursuant to the Plan:

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Prepetition Secured Lender Claims	Unimpaired	Permitted to Vote on a Provisional Basis ¹
2	Lien Claims	Unimpaired	Deemed to Accept

¹ Although the Debtors believe that Class 1 holders of Prepetition Secured Lender Claims are Unimpaired by the terms of the Plan and therefore are deemed to accept the Plan pursuant to 1126(f) of the Bankruptcy Code, such Class shall be permitted to vote to accept or reject the Plan on a provisional basis. The Debtors, the Creditors' Committee, the Ad Hoc Bondholders' Committee and the Prepetition Administrative Agent reserve all rights with respect to whether holders of Class 1 Prepetition Secured Lender Claims are in fact Unimpaired by the terms of the Plan.

Class	Claim	Status	Voting Rights
3	Other Priority Claims	Unimpaired	Deemed to Accept
4a	General Unsecured Claims Against Chemtura Corporation	Impaired	Entitled to Vote
4b	General Unsecured Claims Against the Subsidiary Debtors	Impaired	Entitled to Vote
4c	General Unsecured Claims Against Chemtura Canada	Unimpaired	Deemed to Accept
5	Prepetition Unsecured Lender Claims	Impaired	Entitled to Vote
6	2016 Notes Claims	Impaired	Entitled to Vote
7	2009 Notes Claims	Impaired	Entitled to Vote
8	2026 Notes Claims	Impaired	Entitled to Vote
9	Unsecured Convenience Claims	Unimpaired	Deemed to Accept
10	Diacetyl Claims	Impaired	Entitled to Vote
11	Environmental Claims	Impaired	Entitled to Vote
12	Intercompany Claims	Impaired	Deemed to Accept
13a	Interests in Chemtura Corporation	Impaired	Entitled to Vote
13b	Interests in the Subsidiary Debtors and Chemtura Canada	Unimpaired / Impaired	Deemed to Accept

3.3 Treatment of Claims and Interests

To the extent a Class contains Allowed Claims or Interests with respect to any Debtor, the classification of Allowed Claims and Interests is specified below.

(a) Treatment of Class 1 - Prepetition Secured Lender Claims.

- (i) *Allowance:* The Prepetition Secured Lender Claims against Chemtura Corporation and each of the Subsidiary Debtors shall be Allowed in the amount of \$52.7 million less any amounts attributable to letters of credit that expire undrawn before the Effective Date, plus unpaid postpetition interest, if any, at the Waiver Rate and unpaid reasonable, documented and necessary out-of-pocket fees and expenses of the Prepetition Administrative Agent through and including the Effective Date. Holders of Class 1 Prepetition Secured Lender Claims are not entitled to and will not receive default interest in addition to interest at the Waiver Rate.
- (ii) *Treatment:* Each holder of a Prepetition Secured Lender Claim will receive, on the Effective Date, in full and final satisfaction of its Prepetition Secured Lender Claim, payment in full in Cash.
- (iii) *Voting:* Class 1 for Chemtura Corporation and each of the Subsidiary Debtors is Unimpaired; however, holders of Class 1 Prepetition Secured Lenders Claims shall be permitted to vote to accept or reject the Plan on a provisional basis. The Debtors, the Creditors' Committee, the Ad Hoc Bondholders' Committee and the Prepetition Administrative Agent reserve all rights with respect to whether holders of Class 1 Prepetition Secured Lender Claims are in fact Unimpaired by the terms of the Plan.

(b) Treatment of Class 2 - Lien Claims.

- (i) *Treatment:* On or as soon as practicable after the Initial Distribution Date, each holder of an Allowed Claim in Class 2 for each of the applicable Debtors, in full and final satisfaction of its Secured Claim, shall receive one of the following treatments at the option of the applicable Debtor (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld):

- A. payment of the Allowed Claim in full in Cash on the later of the Initial Distribution Date or as soon as practicable after a particular Claim becomes Allowed and, to the extent such allowed Lien Claim is oversecured, interest as applicable pursuant to Section 3.3(n)(i) from and after the later of the date such Lien Claim (I) became due in the ordinary course of business or (II) was invoiced to the applicable Debtor;
 - B. such other treatment as may be agreed to by the applicable Debtor and the holder; or
 - C. the holder shall retain its Lien on such property and be Reinstated.
- (ii) *Voting:* Class 2 for each of the applicable Debtors is Unimpaired, and holders of Class 2 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Class 2 Lien Claims are not entitled to vote to accept or reject the Plan.

(c) Treatment of Class 3 - Other Priority Claims.

- (i) *Treatment:* Each holder of an Allowed Claim in Class 3 for each of the applicable Debtors shall receive, on or as soon as reasonably practicable after the Initial Distribution Date, in full and final satisfaction of its Claim, one of the following treatments on account of such Claim, determined at the option of the applicable Debtor (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld):
- A. payment of the Allowed Claim in full in Cash, plus interest as applicable pursuant to Section 3.3(n)(i), on the later of the Initial Distribution Date or as soon as practicable after such claim becomes Allowed or
 - B. such other treatment as may be agreed to by the applicable Debtor.
- (ii) *Voting:* Class 3 for each of the applicable Debtors is Unimpaired, and holders of Class 3 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Class 3 Other Priority Claims are not entitled to vote to accept or reject the Plan.

(d) Treatment of Class 4 - General Unsecured Claims.

- (i) *Treatment of Class 4a for Chemtura Corporation:* Each holder of an Allowed Claim in Class 4a for Chemtura Corporation, in full and final satisfaction of its Claim, on or as soon as reasonably practicable after the Initial Distribution Date: (A) shall receive its Pro Rata share (determined with respect to all Claims in Class 4a for Chemtura Corporation and all Claims in Class 8) of the Cash and New Common Stock available in the Unsecured Distribution Pool following payment in full of (or appropriate funding of the Disputed Claims Reserve for) all Claims in Classes 4, 5, 6 and 7 for each of the Subsidiary Debtors, with the distribution of New Common Stock subject to dilution for the Incentive Plans, up to the full amount of its Allowed Claim, plus postpetition interest as applicable pursuant to Section 3.3(n)(i); or (B) will be Reinstated, unless the holder and Chemtura Corporation (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) otherwise agree to a different treatment. Each payment of Cash and New Common Stock shall have an aggregate value equal to the full amount of such holder's Allowed Claim plus postpetition interest, as applicable, in each case, subject to the applicable Shortfall Adjustment, if any, or the applicable Shortfall Readjustment, if any.

To the extent that insufficient value is available in the Unsecured Distribution Pool to pay all holders of Allowed Claims in Class 4a for Chemtura Corporation, in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), each holder shall be entitled to payment pursuant to Section 8.5 of its Pro Rata share (determined with respect to all Claims in Class 4a for Chemtura Corporation and in Class 8), in accordance with the Shortfall Adjustment and Shortfall Readjustment, if any, of the excess amounts of Cash and New Common Stock, if any, held in the Disputed Claims Reserve, Diacetyl Reserve and Environmental Reserve following liquidation of all Disputed Claims, Diacetyl Claims and Environmental Claims and payment of all formerly Disputed Claims that have become Allowed.

- (ii) *Treatment of Class 4b for each of the applicable Subsidiary Debtors:* Each holder of an Allowed Claim in Class 4b for each of the applicable Subsidiary Debtors, in full and final satisfaction of its Claim, on or as soon as reasonably practicable after the Initial Distribution Date: (A) shall receive payment from the Cash and New Common Stock available in the Unsecured Distribution Pool, with the distribution of New Common Stock subject to dilution for the Incentive Plans, in the full amount of its Allowed Claim, plus postpetition interest as applicable pursuant to Section 3.3(n)(i); or (B) will be Reinstated, unless the holder and the applicable Debtor (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) otherwise agree to a different treatment.
- (iii) *Treatment of Class 4c for Chemtura Canada:* Each holder of a Claim in Class 4c for Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) shall, unless the holder of such Claim and Chemtura Canada (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) otherwise agree to a different treatment, and unless otherwise satisfied pursuant to an order of the Bankruptcy Court before the Initial Distribution Date, be paid in full, in Cash, on the later of: (A) the Initial Distribution Date; (B) the first date such Claim is Allowed or as soon as reasonable practicable thereafter; and (C) the date such Allowed Claim becomes due and payable by its terms, or as soon thereafter as is practicable.
- (iv) *Voting for Class 4a for Chemtura Corporation:* Class 4a for Chemtura Corporation is Impaired. Therefore, holders of Class 4a General Unsecured Claims are entitled to vote to accept or reject the Plan.
- (v) *Voting for Class 4b for each of the applicable Subsidiary Debtors:* Class 4b for each of the applicable Subsidiary Debtors is Impaired. Therefore, holders of Class 4b General Unsecured Claims are entitled to vote to accept or reject the Plan.
- (vi) *Voting for Class 4c for Chemtura Canada:* Class 4c for Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) is Unimpaired, and holders of Class 4c Claims against Chemtura Canada are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Class 4c General Unsecured Claims against Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) are not entitled to vote to accept or reject the Plan.
- (vii) *Election for Class 4a for Chemtura Corporation and for Class 4b for each of the applicable Subsidiary Debtors:* Each holder of an Allowed Claim in Class 4a for Chemtura Corporation and Class 4b for each of the applicable Subsidiary Debtors shall have the right to make a binding election to seek to receive its recovery in the form of the maximum available percentage of Cash or the maximum available percentage of New Common Stock, to the extent such recovery is available from the Electing Creditors' Pool, as described in Section 5.9.

(e) Treatment of Class 5 - Prepetition Unsecured Lender Claims.

- (i) *Allowance:* The Prepetition Unsecured Lender Claims against Chemtura Corporation and each of the Subsidiary Debtors shall be Allowed in the amount of \$118.1 million less any amounts attributable to letters of credit that expire undrawn before the Effective Date, plus unpaid postpetition interest, if any, at the Waiver Rate. Holders of Class 5 Prepetition Unsecured Lender Claims are not entitled to and will not receive default interest in addition to interest at the Waiver Rate.
- (ii) *Treatment:* Each holder of an Allowed Claim in Class 5 for Chemtura Corporation and each of the Subsidiary Debtors, in full and final satisfaction of its Claim, on or as soon as reasonably practicable after the Initial Distribution Date shall receive payment from the Cash and New Common Stock available in the Unsecured Distribution Pool, with the distribution of New Common Stock subject to dilution for the Incentive Plans, in the full amount of its Allowed Claim, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), provided, however, that any Prepetition Unsecured Lender Claims representing unfunded letters of credit shall be deemed fully satisfied without any payment in the form of Cash or New Common Stock upon such letters of credit being replaced by new letters of credit issued under the Exit Financing.
- (iii) *Election:* Each holder of an Allowed Claim in Class 5 shall have the right to make a binding election to seek to receive its recovery in the form of the maximum available percentage of Cash or the maximum available percentage of New Common Stock, to the extent such recovery is available from the Electing Creditors' Pool, as described in Section 5.9.
- (iv) *Voting:* Class 5 for Chemtura Corporation and each of the Subsidiary Debtors is Impaired. Therefore, holders of Class 5 Prepetition Unsecured Lender Claims are entitled to vote to accept or reject the Plan.

(f) Treatment of Class 6 - 2016 Notes Claims.

- (i) *Allowance:* The 2016 Notes Claims against Chemtura Corporation and each of the Subsidiary Debtors shall be Allowed in the amount of \$508,263,159 on account of principal and prepetition interest, plus postpetition interest at the contract rate, including amortization of original issue discount, as provided in the 2016 Notes Indenture, plus the Make-Whole Settlement Amount of \$50 million, provided, however, that interest shall not apply to or accrue on the Make-Whole Settlement Amount.
- (ii) *Treatment:* Each holder of an Allowed Claim in Class 6 for Chemtura Corporation and each of the Subsidiary Debtors, in full and final satisfaction of its Claim, on or as soon as reasonably practicable after the Initial Distribution Date shall receive payment from the Cash and New Common Stock available in the Unsecured Distribution Pool, with the distribution of New Common Stock subject to dilution for the Incentive Plans, in the amount of its Allowed Claim, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), with such payment of Cash and New Common Stock having an aggregate value equal to the full amount of such holder's Allowed Claim plus postpetition interest, as applicable, in each case, subject to the applicable Shortfall Adjustment, if any, or the applicable Shortfall Readjustment, if any.
- (iii) *Election:* Each holder of an Allowed Claim in Class 6 shall have the right to make a binding election to seek to receive its recovery in the form of the maximum available Cash or the maximum available New Common Stock, to the extent such recovery is available from the Electing Creditors' Pool, as described in Section 5.9.

- (iv) *Voting:* Class 6 for Chemtura Corporation and each of the Subsidiary Debtors is Impaired. Therefore, holders of Class 6 2016 Notes Claims are entitled to vote to accept or reject the Plan.

(g) Treatment of Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation-2009 Notes Claims.

- (i) *Allowance:* The 2009 Notes Claims against Chemtura Corporation and Great Lakes Chemical Corporation shall be Allowed in the amount of \$374,508,524 on account of principal and pre petition interest, plus all postpetition interest at the contract rate as provided in the 2009 Notes Indenture, and, for the avoidance of doubt, the amount of any original issue discount amortized post petition, which is estimated in the amount of \$23,976 as of July 15, 2009.
- (ii) *Treatment:* Each holder of an Allowed Claim in Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation, in full and final satisfaction of its Claim, on or as soon as reasonably practicable after the Initial Distribution Date shall receive payment from the Cash and New Common Stock available in the Unsecured Distribution Pool, with the distribution of New Common Stock subject to dilution for the Incentive Plans, in the full amount of its Allowed Claim, plus postpetition interest as applicable pursuant to Section 3.3(n)(i).
- (iii) *Election:* Each holder of an Allowed Claim in Class 7 shall have the right to make a binding election to seek to receive its recovery in the form of the maximum available Cash or the maximum available New Common Stock, to the extent such recovery is available from the Electing Creditors' Pool, as described in Section 5.9.
- (iv) *Voting:* Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation is Impaired. Therefore, holders of Class 7 2009 Notes Claims are entitled to vote to accept or reject the Plan.

(h) Treatment of Class 8 for Chemtura Corporation - 2026 Notes Claims.

- (i) *Allowance:* Allowance: The 2026 Notes Claims against Chemtura Corporation shall be Allowed in the amount of \$151,253,447 on account of principal and prepetition interest, plus postpetition interest at the contract rate, including amortization of original issue discount, as provided in the 2026 Notes Indenture, plus the No-Call Settlement Amount of \$20 million, provided, however, that interest shall not apply to or accrue on the No-Call Settlement Amount.
- (ii) *Treatment:* Each holder of an Allowed Claim in Class 8 for Chemtura Corporation, in full and final satisfaction of its Claim, on or as soon as reasonably practicable after the Initial Distribution Date shall receive its Pro Rata share (determined with respect to all Claims in Class 4a for Chemtura Corporation and all Claims in Class 8) of the Cash and New Common Stock available in the Unsecured Distribution Pool following payment in full of (or appropriate funding of the Disputed Claims Reserve for) all Claims in Classes 4, 5, 6 and 7 for each of the Subsidiary Debtors, with the distribution of New Common Stock subject to dilution for the Incentive Plans, in the amount of its Allowed Claim, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), with such payment of Cash and New Common Stock having an aggregate value equal to the full amount of such holder's Allowed Claim plus postpetition interest, as applicable, in each case, subject to the applicable Shortfall Adjustment, if any, or the applicable Shortfall Readjustment, if any.

To the extent that insufficient value is available in the Unsecured Distribution Pool to pay all holders of Allowed Claims in Class 8, in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), each holder shall be entitled to payment pursuant to Section 8.5 of its Pro Rata share (determined with respect to all Claims in Class 4a for Chemtura Corporation and in Class 8), in accordance with the Shortfall Adjustment and Shortfall Readjustment, if any, of the excess amounts of Cash and New Common Stock, if any, held in the Disputed Claims Reserve, Diacetyl Reserve and Environmental Reserve following liquidation of all Disputed Claims, Diacetyl Claims and Environmental Claims and payment of all formerly Disputed Claims that have become Allowed.

- (iii) *Election:* Each holder of an Allowed Claim in Class 8 shall have the right to make a binding election to seek to receive its recovery in the form of the maximum available Cash or the maximum available New Common Stock, to the extent such recovery is available from the Electing Creditors' Pool, as described in Section 5.9.
- (iv) *Voting:* Class 8 for Chemtura Corporation is Impaired. Therefore, holders of Class 8 2026 Notes Claims are entitled to vote to accept or reject the Plan.

(i) Treatment of Class 9 - Unsecured Convenience Claims.

- (i) *Treatment:* Each holder of an Allowed Unsecured Convenience Claim in Class 9 for Chemtura Corporation and each of the applicable Subsidiary Debtors shall receive, in full and final satisfaction of such Unsecured Convenience Claim, Cash in the amount of its Allowed Unsecured Convenience Claim, plus interest as applicable pursuant to Section 3.3(n)(i).
- (ii) *Voting:* Class 9 for Chemtura Corporation and each of the applicable Subsidiary Debtors is Unimpaired and holders of Class 9 Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Class 9 Unsecured Convenience Claims are not entitled to vote to accept or reject the Plan.

(j) Treatment of Class 10 for Chemtura Corporation and Chemtura Canada - Diacetyl Claims.

- (i) *Treatment:* Each holder of an Allowed Diacetyl Claim in Class 10 for Chemtura Corporation and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) shall receive, in full and final satisfaction of such holder's Allowed Diacetyl Claim: (A) payment in Cash on the Effective Date pursuant to a negotiated settlement pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and as approved by order of the Bankruptcy Court or (B) to the extent an Allowed Diacetyl Claim is not subject to a negotiated settlement as of the Effective Date, a distribution from the Diacetyl Reserve in accordance with the procedures set forth in Article X in the amount of such holder's Allowed Insured Deficiency Claim.
- (ii) *Voting:* Class 10 for Chemtura Corporation and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) is Impaired. Therefore, holders of Class 10 Diacetyl Claims are entitled to vote to accept or reject the Plan.

(k) Treatment of Class 11 - Environmental Claims.

- (i) *Treatment:* Each holder of an Allowed Environmental Claim in Class 11 for Chemtura Corporation and each of the applicable Subsidiary Debtors shall receive one of the following treatments at the option of the applicable Debtor (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld): (A) payment in Cash on the Effective Date or such other

treatment as agreed pursuant to a negotiated settlement pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and as approved by order of the Bankruptcy Court, (B) to the extent an Allowed Environmental Claim is not subject to a negotiated settlement as of the Effective Date, a distribution from the Environmental Reserve in Cash in accordance with the procedures set forth in Article IX, in the amount of such holder's Allowed Environmental Claim or (C) the holder will retain its Environmental Claim, which will be Reinstated.

- (ii) *Voting:* Class 11 for Chemtura Corporation and each of the applicable Subsidiary Debtors is Impaired. Therefore, holders of Class 11 Environmental Claims are entitled to vote to accept or reject the Plan.

(l) Treatment of Class 12 - Intercompany Claims.

- (i) *Treatment:* At the election of the applicable Debtor (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld), Intercompany Claims shall (A) be Reinstated, (B) remain in place subject to certain revised documentation, (C) be modified or cancelled as of the Effective Date, (D) include Cash payments to address the treatment of certain foreign pension obligations of the Company and/or (E) with respect to certain Intercompany Claims in respect of goods, services, interest and other amounts that would have been satisfied in Cash directly or indirectly in the ordinary course of business had they not been outstanding as of the Petition Date, may be settled in Cash in an amount not to exceed \$25 million. The Plan Supplement shall set forth the applicable Debtor's election with respect to the treatment of each Intercompany Claim.

- (ii) *Voting:* Class 12 for each of the applicable Debtors is Impaired. Holders of Class 12 Intercompany Claims are deemed to accept the Plan.

(m) Treatment of Class 13 - Interests.

- (i) *Treatment of Class 13a for Chemtura Corporation:* On and after the Effective Date, all Class 13a Interests in Chemtura Corporation shall be cancelled and shall be of no further force and effect, whether surrendered for cancellation or otherwise, and each holder of an Interest shall receive, in full and final satisfaction of such Interest, on the Effective Date, one of the following treatments:

A. to the extent that Class 13a for Chemtura Corporation votes to accept the Plan, on or as soon as practicable after the Effective Date, each holder of a share of prepetition common stock or equivalent Interest in Chemtura Corporation shall receive its Pro Rata share (determined with respect to all holders of Interests in Class 13a) of 5% of the New Common Stock, subject to dilution for the New Incentive Plan, and its Pro Rata share of the Rights to participate in the Rights Offering; and

B. to the extent that Class 13a for Chemtura Corporation votes to reject the Plan, each holder of an Interest shall receive its Pro Rata share (determined with respect to all holders of Interests in Class 13a) of value available for distribution after all Allowed Unsecured Claims have been paid in full in accordance with the terms of this Plan and the Disputed Claims Reserve, Diacetyl Reserve and Environmental Reserve have been established in accordance with the terms of this Plan.

- (ii) *Treatment of Class 13b for the applicable Subsidiary Debtors and Chemtura Canada:* At the option of the Debtors, with the consent of the Creditors' Committee and the Ad Hoc

Bondholders' Committee, which consent shall not be unreasonably withheld, on the Effective Date, all Class 13b Interests in the applicable Subsidiary Debtors and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) shall remain outstanding, shall be cancelled or shall be transferred pursuant to the Plan, including as set forth in Section 5.24.

- (iii) *Voting for Class 13a for Chemtura Corporation:* Class 13a for Chemtura Corporation is Impaired. Therefore, holders of Class 13a Interests in Chemtura Corporation are entitled to vote to accept or reject the Plan.
- (iv) *Voting for Class 13b for the applicable Subsidiary Debtors and Chemtura Canada:* Class 13b for each of the applicable Subsidiary Debtors and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) is Unimpaired or Impaired, and holders of Class 13b Subsidiary Debtor and Chemtura Canada Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Interests in Class 13b for each of the applicable Subsidiary Debtors and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) are not entitled to vote to accept or reject the Plan.

(n) Treatment Provisions Applicable to All Classes of Unsecured Claims and Interests.

- (i) *Payment of Interest:* To the extent that the Plan provides for payment of interest to holders of Allowed Unsecured Claim, such interest shall be paid in the same form of consideration as the underlying Allowed Unsecured Claim, and the amount of Allowed interest shall be calculated between the later of the date such Allowed Claim (A) became due in the ordinary course of business or (B) was invoiced to the applicable Debtor, on the one hand, and the Effective Date, on the other hand, with such interest to be payable (except as expressly specified herein) at the federal judgment rate as of the Petition Date or at the contract rate to the extent allowable under applicable law in accordance with the Contract Interest Rate Procedures. For the avoidance of doubt, to the extent interest is payable on a particular Allowed Claim in accordance with the foregoing, the amount of such Allowed Claim shall be increased to include interest.
- (ii) *Distribution from the Disputed Claims Reserve, Diacetyl Reserve and Environmental Reserve:* To the extent excess Cash or New Common Stock remains in the Disputed Claims Reserve, Diacetyl Reserve or Environmental Reserve following the resolution of all Disputed Claims, Diacetyl Claims and Environmental Claims, such excess Cash or New Common Stock shall be distributed among Claims and Interests as and to the extent provided in Section 8.5.

3.4 Treatment of Claims Against and Interests in Chemtura Canada

This Plan constitutes a pre-arranged Plan for Chemtura Canada in the event it becomes a Debtor before the Confirmation Date. For the avoidance of doubt, in the event Chemtura Canada becomes a Debtor before the Confirmation Date: (a) each holder of a Lien Claim, Other Priority Claim or Intercompany Claim against Chemtura Canada shall receive the same treatment as the treatment for holders of all other Lien Claims, Other Priority Claims and Intercompany Claims, respectively, as set forth in this Article III, (b) each holder of a General Unsecured Claim against Chemtura Canada shall receive the treatment as set forth in Section 3.3(d)(iii), (c) each holder of a Diacetyl Claim against Chemtura Canada shall receive the treatment as set forth in Section 3.3(j) and (d) each holder of an Interest in Chemtura Canada shall receive the same treatment as the treatment for holders of Interests in Subsidiary Debtors as set forth in Section 3.3(m)(ii).

ARTICLE IV

ACCEPTANCE REQUIREMENTS

4.1 Acceptance or Rejection of the Plan

(a) Voting Class

Class 4a for Chemtura Corporation and Class 4b for each of the applicable Subsidiary Debtors, Classes 5, 6 and 11 for Chemtura Corporation and each of the applicable Subsidiary Debtors, Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation, Classes 8 and 13a for Chemtura Corporation and Class 10 for Chemtura Corporation and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) are Impaired under the Plan and are, therefore, entitled to vote to accept or reject the Plan.

(b) Presumed Acceptance of the Plan

Classes 1 and 9 for Chemtura Corporation and each of the applicable Subsidiary Debtors, Classes 2 and 3 for each of the applicable Debtors and Class 4c for Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) are Unimpaired under the Plan and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, provided, however, that holders of Class 1 Prepetition Secured Lender Claims shall be permitted to vote to accept or reject the Plan on a provisional basis. Class 12 for each of the Debtors and Class 13b for each of the applicable Subsidiary Debtors and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code because all holders of Claims in Class 12 for each of the Debtors and holders of Interests in Class 13b for each of the applicable Subsidiary Debtors and Chemtura Canada (in the event it becomes a Debtor before the Confirmation Date) are either Plan proponents or affiliates of Plan proponents.

4.2 Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) reserve the right to modify the Plan in accordance with Article XIII hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

ARTICLE V

MEANS FOR IMPLEMENTATION OF THE PLAN

5.1 General Settlement of Claims and Interests

As discussed in detail in the Disclosure Statement and as otherwise provided herein, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed Claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and in consideration for the classification, Distributions, Releases and other benefits provided under the Plan, the provisions of the Plan shall upon Consummation constitute a good faith compromise and settlement of all Claims, Interests and controversies resolved pursuant to the Plan. Subject to Article VII, all distributions made to holders of Allowed Claims and Interests in any Class are intended to be and shall be final.

5.2 The Creditors' Committee Action

As discussed in detail in the Disclosure Statement, as set forth in the Confirmation Order and as otherwise provided herein, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy

Code, on the Effective Date of the Plan the Creditors' Committee will agree to dismiss the Creditors' Committee Action with prejudice, provided, however, that the Creditors' Committee reserves all rights to pursue the Creditors' Committee Action in the event that, for any reason, the Effective Date does not occur.

5.3 The PBGC Settlement

As discussed in detail in the Disclosure Statement, as set forth in the Confirmation Order and as otherwise provided herein, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, the provisions of the Plan shall constitute a good faith compromise and settlement between the Debtors, the Creditors' Committee and the PBGC, with the consent of the Ad Hoc Bondholders' Committee, arising from or related to the disputed Claims and PBGC's asserted rights of regulatory action, whereby Chemtura Corporation shall make a contribution in the amount of \$50 million with respect to its underfunded U.S. pension obligations on the Effective Date, which shall have the effect of reducing later contribution requirements according to statute.

5.4 The CHCI Preferred Stock Settlement

As discussed in detail in the Disclosure Statement, as set forth in the Confirmation Order and as otherwise provided herein, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies between the Estates and CHCI arising from or related to Great Lakes Chemical Corporation's ownership of the CHCI Preferred Stock, whereby for all purposes related to distributions and allocated value among the Debtors pursuant to the Plan (and solely for Plan purposes) the CHCI Preferred Stock shall be given effect for 50% of its value.

5.5 The Make-Whole Settlement and the No-Call Settlement

As discussed in detail in the Disclosure Statement, as set forth in the Confirmation Order and as otherwise provided herein, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, the provisions of the Plan shall constitute (a) a good faith compromise and settlement of all Claims and controversies between the Debtors, the Creditors' Committee, the Ad Hoc Bondholders' Committee and the 2016 Notes Indenture Trustee arising from or related to the Make-Whole Premium and (b) a good faith compromise and settlement of all Claims and controversies between the Debtors, the Creditors' Committee, the Ad Hoc Bondholders' Committee and the 2026 Notes Indenture Trustee arising from or related to the No-Call Penalty. The holders of 2016 Notes will be entitled to an Allowed Claim equal to the Make-Whole Settlement Amount. The holders of 2026 Notes will be entitled to an Allowed Claim equal to the No-Call Settlement Amount. The terms of the Make-Whole Settlement and the No-Call Settlement were available to the Debtors by the Creditors' Committee, the Ad Hoc Bondholders' Committee, the 2016 Notes Indenture Trustee and the 2026 Notes Indenture Trustee only if the Debtors settled all of the Claims and controversies as a whole on the terms as offered. Postpetition interest will not be paid on the Make-Whole Settlement Amount or the No-Call Settlement Amount.

5.6 The Settlement Regarding the Fees of the Ad Hoc Bondholders' Committee

As discussed in detail in the Disclosure Statement, as set forth in the Confirmation Order and as otherwise provided herein, as one element of, and in consideration for, an overall negotiated settlement of numerous disputed claims and issues embodied in the Plan, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, notwithstanding any provision in the Plan to the contrary, the Debtors or Reorganized Debtors shall pay in full in Cash within five business days of the Effective Date (unless otherwise provided herein) the reasonable, documented and necessary out-of-pocket fees and expenses incurred by the Ad Hoc Bondholders' Committee up to an aggregate cap of \$7 million, consistent with that certain Plan Support Agreement, dated as of June 17, 2010, among the Debtors, the Creditors' Committee, members of the Ad Hoc Bondholders' Committee and certain other holders of Notes Claims, without the need of any party to file fee applications with the Bankruptcy Court.

The Ad Hoc Bondholders' Committee shall provide the Debtors and the Creditors' Committee with the invoices (or such other documentation as the Debtors and the Creditors' Committee may reasonably request) for services rendered on a periodic basis, and in any event no later than fifteen days before the Effective Date. The Debtors and the Creditors' Committee will have ten business days from receipt of such invoices to review and raise any objections to the reasonableness of the fees or expense items set forth therein. All invoiced fees shall be deemed reasonable if no notice of objection is provided within ten business days of their receipt by the Debtors and the Creditors' Committee, and if deemed reasonable shall be paid within five business days of the Effective Date (other than for fees and costs incurred in the 60 days prior to the Effective Date, which fees and costs, if not objected to, will be paid within fifteen business days of receipt if the Debtors and the Creditors' Committee do not object to the reasonableness of such fees). To the extent that the Debtors or the Creditors' Committee object to any of the fees of the Ad Hoc Bondholders' Committee, the Debtors shall not be required to pay any disputed portion of such fees until a resolution of such objection is agreed to by the Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee, or until issuance of a further order of the Bankruptcy Court upon motion by the Ad Hoc Bondholders' Committee.

Notwithstanding the foregoing, the Debtors and the Creditors' Committee acknowledge that they have reviewed the December 19, 2009 retainer agreement between Jones Day and Moelis & Company outlining the fees payable to Moelis & Company for its work in this matter, and hereby agree that the Monthly Fee and the Restructuring Fee (each as defined therein) are deemed reasonable and will be paid within five business days of the Effective Date; provided, however, that because the Debtors and Creditors' Committee do not believe it will be necessary for Moelis & Company to provide testimony in this case, any Testimony Fees (as defined in the retainer agreement) are not deemed reasonable at this time, and will be subject to future consideration if and when incurred by the Ad Hoc Bondholders' Committee, and would not cause the aggregate cap to be increased from \$7 million unless specifically and subsequently agreed to by the Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee.

The Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee expressly agree and acknowledge that pursuant to Bankruptcy Rule 9019 and section 1129(a)(4) of the Bankruptcy Code, because the payment of the Ad Hoc Bondholders' Committee's fees is pursuant to the overall settlement underlying the Plan, the sole ground for objecting to any of the Ad Hoc Bondholders' Committees fees, whether informally or before the Bankruptcy Court or other court of competent jurisdiction, shall be as to matters of reasonableness under section 1129(a)(4) of the Bankruptcy Code.

5.7 Environmental Matters

(a) Post-Effective Date Environmental Obligations

No environmental obligation to a Governmental Unit relating to property owned or operated by any Debtor or Reorganized Debtor on or after the Effective Date, except those obligations to reimburse costs expended or paid by a Governmental Unit before the Petition Date or to pay penalties owing to a Governmental Unit for violations of environmental laws or regulations that occurred before the Petition Date, shall be discharged, released, or precluded by the Plan or Confirmation Order. Nothing in the Plan shall limit, diminish or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights under applicable non-bankruptcy law with respect to any environmental obligations owing to Governmental Units at owned or operated sites.

(b) Environmental Adversary Proceeding

Nothing in the Plan shall constitute or be construed as an adjudication or settlement of the disputed issues in the adversary proceeding [Adv. Case. No. 09-01719] commenced by Chemtura Corporation and the Subsidiary Debtors against certain Governmental Units (and including any intervening parties) seeking a declaratory judgment that certain environmental orders and obligations that are or may be asserted against Chemtura Corporation and the Subsidiary Debtors by the Governmental Units with respect to non-owned former sites and non-owned off-site disposal sites are Claims that are dischargeable in the Chapter 11 Cases, which adversary proceeding is currently pending as of the date of the Plan before the United States District Court for the Southern District of New York.

(c) Environmental Settlement Agreements

In the event of any conflict between (i) the Plan or Confirmation Order and (ii) any Environmental Settlement Agreement, the Environmental Settlement Agreement shall govern.

(d) Environmental Consent Decree and Consent Order

Subject to approval by the Bankruptcy Court of the Settlement Agreement Among the Debtors, the United States, and the Connecticut Commissioner of Environmental Protection that was filed with the Bankruptcy Court on August 24, 2010, including any amendments that the parties to that agreement may make to it before approval of the agreement by the Bankruptcy Court, the Debtors that are parties to the Laurel Park Consent Decree (as that term is defined in the aforementioned Settlement Agreement) shall comply with their obligations under the Laurel Park Consent Decree, including those Debtors' obligations under the Laurel Park Consent Decree to perform work and reimburse costs of the United States and the Connecticut Commissioner of Environmental Protection.

Subject to approval by the Bankruptcy Court of the Settlement Agreement Between Chemtura Corporation and the State of New York and the New York State Department of Environmental Conservation to be filed with the Bankruptcy Court before the Confirmation Date, including any amendments that the parties to that agreement may make to it before approval of the agreement by the Bankruptcy Court, Chemtura Corporation shall comply with its obligations under the 688 Court Street Consent Order and the 633 Court Street Consent Order (as those terms are used in the aforementioned Settlement Agreement), including Chemtura Corporation's obligations under those orders to perform work and reimburse costs of the New York State Department of Environmental Conservation.

5.8 The Unsecured Distribution Pool

The Unsecured Distribution Pool shall be used to fund (a) the payments pursuant to this Plan of all Allowed Claims in the Participating Creditor Classes, all on the terms set forth herein with respect to each such Class and (b) the Disputed Claims Reserve. To the extent that Class 13a for Chemtura Corporation votes to reject the Plan, any Cash or New Common Stock available in the Unsecured Distribution Pool following the funding described above (which shall include, for the avoidance of doubt, payment of all Allowed Claims in the Participating Creditor Classes in full and with interest in the full Allowed amount), then each holder of an Interest in Class 13a for Chemtura Corporation shall receive its Pro Rata share of such excess Cash and New Common Stock.

To the extent that there is insufficient value available in the Unsecured Distribution Pool to satisfy in full all Allowed Claims in the Participating Creditor Classes pursuant to this Plan, the resulting shortfall in distributable value shall result in the Shortfall Adjustment. Notwithstanding the foregoing, to the extent that additional Cash and New Common Stock become available for distribution after the Initial Distribution Date pursuant to Section 8.5, the resulting distributable value shall result in the Shortfall Readjustment.

5.9 Election of Cash and New Common Stock

Each holder of an Allowed Claim in any Participating Creditor Class (except Classes of Notes Claims) may, at the time of voting upon the Plan, or, with respect to holders of Notes Claims, before the Voting Deadline, whether or not such holder votes on the Plan, make a binding election to seek to receive its recovery in the form of the maximum available percentage of Cash or the maximum available percentage of New Common Stock. To the extent that a creditor makes such an election, the Cash or New Common Stock that otherwise would be distributable to such creditor will be aggregated in the Electing Creditors' Pool and will be reallocated among all Electing Creditors according to their recovery preferences (with all distributions to be made such that each Electing Creditor receives the aggregate value of consideration it otherwise would be entitled to, in the form of the preferred distribution to the extent possible). Whether and to what extent any Electing Creditor receives an increased percentage of the consideration it requested will depend upon the elections of all holders of Allowed Claims in the Participating Creditor Classes taken as a whole. The failure of a holder to make a binding election to participate in the Electing Creditors' Pool during the voting period (including the failure to submit a validly executed ballot or other form) will reflect an agreement that such holder will receive its recovery in the Cash-to-New Common Stock ratio reflecting the Cash and New Common Stock in the Unsecured Distribution Pool.

5.10 Exit Financing/Incurrence of New Indebtedness

On the Effective Date, the Reorganized Debtors shall enter into the Exit Credit Facility Agreement and complete the Exit Financing in order to fund distributions under the Plan and to fund the Reorganized Debtors' business operations, and the Debtors shall be authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Financing, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or vote, consent, authorization or approval of any person. The terms of the Exit Financing, including sizing, composition, fees, interest rates, and maturity will be reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee and will be market-based.

5.11 Sources of Consideration for Plan Distributions

(a) Cash Consideration

All Cash consideration necessary for the Reorganized Debtors to make payments or distributions pursuant hereto shall be obtained from the Exit Financing(s) or other Cash on hand of the Debtors, including Cash derived from business operations. Further, the Debtors and the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate or otherwise be affected by the terms of the Plan.

(b) Issuance of New Common Stock

On the Effective Date, New Chemtura shall issue up to 100 million shares of New Common Stock for distribution to the holders of Allowed Claims against or Interests in Class 4a for Chemtura Corporation, Class 4b for each of the applicable Subsidiary Debtors, Classes 5 and 6 for Chemtura Corporation and each of the Subsidiary Debtors, Class 7 for Chemtura Corporation and Great Lakes Chemical Corporation and Classes 8 and 13a for Chemtura Corporation pursuant to the terms set forth herein. All of the shares of New Common Stock issued pursuant to the Plan shall be duly authorized, validly issued, fully paid and non-assessable. Each distribution and issuance referred to in Article VII shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The Reorganized Debtors will use their commercially reasonable best efforts to list the New Common Stock on a national securities exchange, with the initial goal of listing on the New York Stock Exchange or NASDAQ by the Effective Date.

5.12 The Rights Offering

(a) Use of Rights Offering Proceeds

As set forth in Section 3.3(m)(iA), if Class 13a for Chemtura Corporation votes to accept the Plan, each holder of an Interest in Class 13a for Chemtura Corporation shall receive its Pro Rata share of the Rights to participate in the Rights Offering. The proceeds of the Rights Offering will be used to provide \$100 million in Cash (or such lesser amount of proceeds actually achieved, to the extent the Rights Offering is not fully subscribed) funding to the Reorganized Debtors to fund distributions pursuant to the Plan.

(b) Rights Offering Procedures

If Class 13a for Chemtura Corporation votes to accept the Plan, each holder of an Interest in Class 13a for Chemtura Corporation will be entitled to subscribe for and to acquire the Rights being offered pursuant to the Rights Offering in accordance with the terms of the Rights Offering Procedures, in substantially the form annexed hereto as Exhibit 1. The Rights Offering shall be subject to compliance with the Securities Act of 1933, as amended, including the filing and approval of an appropriate securities registration form with the Securities and Exchange Commission. In the event such registration statement is not effective at the time all conditions precedent to the Plan

are satisfied or waived, the Effective Date may be delayed until the effective date of the registration statement. Alternatively, the Debtors will work with the Creditors' Committee and the Ad Hoc Bondholders' Committee to explore alternatives that would allow the Effective Date to occur before the effective date of the registration statement.

5.13 Cancellation of Securities and Agreements

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under the Prepetition Credit Agreement and the Indentures, and any other certificate, share, note, bond, indenture, purchase right, option, warrant or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes or other instruments or documents evidencing indebtedness or obligations of the Debtors that are specifically reinstated pursuant to the Plan), shall be cancelled as to the Debtors, and the Reorganized Debtors shall not have any continuing obligations thereunder and (2) the obligations of the Debtors pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares (including the CHCI Preferred Stock), certificates, notes, bonds, purchase rights, options, warrants or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligations of the Debtors that are specifically reinstated pursuant to the Plan) shall be released and discharged; *provided, however*, notwithstanding Confirmation or the occurrence of the Effective Date, that any such indenture or agreement that governs the rights of the holder of a Claim shall continue in effect solely for purposes of (a) allowing holders of Prepetition Secured Lender Claims, Prepetition Unsecured Lender Claims and Notes Claims (as applicable) to receive distributions under the Plan as provided herein, (b) allowing the Prepetition Administrative Agent and the Indenture Trustees, if applicable, to make distributions under the Plan as provided herein, and deduct therefrom such compensation, fees and expenses due thereunder or incurred in making such distributions and (c) allowing the Prepetition Administrative Agent and the Indenture Trustees to seek compensation and/or reimbursement of fees and expenses in accordance with the terms of this Plan; *provided further, however*, that the preceding proviso shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Confirmation Order or the Plan, or result in any expense or liability to the Reorganized Debtors, except to the extent set forth in or provided for under this Plan. For the avoidance of doubt, because the Prepetition Secured Lender Claims, Prepetition Unsecured Lender Claims and Notes Claims are Allowed in the amounts set forth in Article III, as of the Effective Date, all Proofs of Claim on account of Prepetition Secured Lender Claims, Prepetition Unsecured Lender Claims and Notes Claims shall be deemed resolved without any further action by the Bankruptcy Court or the parties. On and after the Effective Date, all duties and responsibilities of the Prepetition Administrative Agent under the Prepetition Credit Agreement and the Indenture Trustees under the Indentures, as applicable, shall be discharged except to the extent required in order to effectuate the Plan.

5.14 Surrender of Existing Securities

As a condition precedent to receiving any distribution on account of any Note, each record holder of any Notes shall be deemed to have surrendered such Notes or other documentation underlying such Notes and all such surrendered Notes and other documentation shall be deemed to be cancelled in accordance with Section 5.13 of the Plan.

5.15 Section 1145 Exemption

The issuance of the New Common Stock distributed pursuant to the Plan to holders of Claims and Interests shall be authorized under section 1145 of the Bankruptcy Code as of the Effective Date without further act or action by any person, unless required by provision of applicable law, regulation, order or rule. Holders of New Common Stock issued in respect of Allowed Unsecured Claims will be provided with reasonable and customary registration rights, to be set forth in more detail in the Plan Supplement, solely to the extent such New Common Stock may not be transferred without restriction pursuant to Rule 144 or is otherwise not freely saleable under the securities laws notwithstanding section 1145 of the Bankruptcy Code. Additionally, to the extent Class 13a for Chemtura Corporation votes to accept the Plan and the Rights Offering is subscribed in an amount such that the issuance of New Common Stock pursuant to the Rights Offering does not qualify for the statutory exemption from securities

law provided under section 1145 of the Bankruptcy Code, a registration of the New Common Stock with the U.S. Securities and Exchange Commission will be required.

5.16 Corporate Existence

Except as otherwise provided herein, in the Corporate Governance Documents or elsewhere in the Plan Supplement, each Debtor, as Reorganized, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed. The Corporate Governance Documents shall be in the form filed with the Plan Supplement.

5.17 New Certificate of Incorporation and New By-Laws

On or immediately before the Effective Date, New Chemtura and each of the other Reorganized Debtors will file their respective New Certificates of Incorporation with the applicable Secretaries of State and/or other applicable authorities in their respective jurisdictions of incorporation in accordance with the corporate laws of the respective jurisdictions of incorporation. After the Effective Date, New Chemtura and each of the other Reorganized Debtors may amend and restate their respective New Certificates of Incorporation and New By-Laws and other constituent documents as permitted by the laws of their respective jurisdictions of incorporation and their respective New Certificates of Incorporation and New By-Laws. The New Certificates of Incorporation and New By-Laws shall be included in the Plan Supplement and shall be subject to the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld.

5.18 New Chemtura's and Reorganized Debtors' Boards of Directors

On the Effective Date, the New Board will consist of 9 directors, one of which shall be the chief executive officer. The Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee shall establish a board selection committee to select 8 members of the New Board of New Chemtura in addition to the chief executive officer. The board selection committee, which shall be advised by an independent search firm, shall be charged with working together to try to reach consensus upon a list of the members of the New Board of New Chemtura. In the event, however, that consensus is not reached by the board selection committee, the Creditors' Committee and the Ad Hoc Bondholders' Committee shall, together, be entitled to designate 6 members of the New Board of New Chemtura and the Debtors shall be entitled to designate 2 members of the New Board of New Chemtura. Each designated member of the New Board of New Chemtura shall meet minimum eligibility requirements consistent with service on the board of a public company of comparable size to New Chemtura and the other Reorganized Debtors, with such minimum requirements to be identified by the independent search firm advising the board selection committee.

To the extent known, the identity of the members of the New Boards of New Chemtura and of each of the other Reorganized Debtors and the nature and compensation for any member of a New Board who is an "insider" under section 101(31) of the Bankruptcy Code will be identified in the Plan Supplement but, in any event, shall be disclosed at or before the Confirmation Hearing.

5.19 Officers of New Chemtura and Reorganized Debtors

To the extent known, officers of New Chemtura and each of the other Reorganized Debtors shall be identified in the Plan Supplement but, in any event, shall be disclosed at or before the Confirmation Hearing. Such officers shall serve in accordance with applicable non-bankruptcy law and, to the extent applicable, the New Employment Agreements with New Chemtura and each of the other Reorganized Debtors.

5.20 Employee Benefits

Except as otherwise provided herein, on and after the Effective Date, the Reorganized Debtors may honor, in the ordinary course of business, any prepetition contracts, agreements, policies, programs and plans for, among

other things, compensation (other than prepetition equity based compensation related to Interests, which shall receive appropriate compensation as provided for pursuant to the Plan), health care benefits, disability benefits, deferred compensation benefits, travel benefits, vacation benefits, savings plans, severance benefits, welfare benefits, workers' compensation insurance, life insurance and accidental death and dismemberment insurance for the directors, officers and employees of any of the Debtors who served in such capacity at any time; *provided, however*, that the Debtors' or Reorganized Debtors' performance under any employment agreement will not entitle any person to any benefit or alleged entitlement under any contract, agreement, policy, program or plan that has expired or been terminated before the Effective Date, or restore, reinstate or revive any such benefit or alleged entitlement under any such contract, agreement, policy, program or plan. Nothing herein shall limit, diminish or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action or other rights with respect to any such contracts, agreements, policies, programs and plans, including the Reorganized Debtors' rights to modify unvested benefits pursuant to their terms.

5.21 Retiree Benefits

All employment, retirement and other agreements or arrangements in place as of the Effective Date with the Debtors' officers, directors, or employees, who will continue in such capacities or similar capacities after the Effective Date, or retirement income plans and welfare benefit plans for such persons, shall remain in place after the Effective Date, and the Reorganized Debtors will continue to honor such agreements, arrangements, programs and plans; provided, however, that the foregoing shall not apply to any stock-based compensation or incentive plan, agreement, or arrangement existing as of the Petition Date. Nothing in the Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs, and plans. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, on and after the Effective Date, all retiree benefits (as that term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. For the avoidance of doubt, the Debtors shall continue to provide certain retiree welfare benefits under certain of its retiree welfare benefit plans to the extent required under a separate agreement entered into with the United Steelworkers, to be approved by the Bankruptcy Court in connection with Confirmation of the Plan, which requires the Debtors to modify and maintain such benefits under such plans.

Pursuant to the Plan, the Debtors or Reorganized Debtors, as applicable, shall continue the U.S. Pension Plans. The U.S. Pension Plans shall be continued in accordance with their terms, and the Debtors or the Reorganized Debtors, as applicable, shall satisfy the minimum funding standards pursuant to 26 U.S.C. §§ 412 and 430 and 29 U.S.C. §§ 1082 and 1083, be liable for the payment of PBGC premiums in accordance with Title IV of ERISA, 29 U.S.C. §§ 1306 and 1307, subject to any and all applicable rights and defenses of the Debtors, and administer the U.S. Pension Plans in accordance with the provisions of ERISA and the Internal Revenue Code. Notwithstanding any provision of the Plan or the Confirmation Order to the contrary, the U.S. Pension Plans shall be continued and administered in accordance with ERISA and the Internal Revenue Code.

All Non-Qualified Pension Arrangements shall be deemed assumed as of the Effective Date to the extent they are Executory Contracts, or will be Reinstated pursuant to Section 3.3(d)(i)(B) or Section 3.3(d)(ii)(B), as applicable. Any monetary default under the Non-Qualified Pension Arrangements to be so assumed or Reinstated hereunder shall be satisfied in accordance with Section 6.3 or as otherwise may be agreed to by the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) and the beneficiaries of the Non-Qualified Pension Arrangements, and any postpetition interest paid on account of such Claims shall be paid at the federal judgment rate as of the Petition Date. Assumption or Reinstatement of any Non-Qualified Pension Arrangement pursuant to the Plan or otherwise and payment of postpetition interest in accordance with the preceding sentence shall be deemed to provide full satisfaction of all prepetition Claims arising under any assumed Non-Qualified Pension Arrangement including those set forth in Proofs of Claim Nos. 1069, 1973, 1974, 1975, 2046, 2048, 2049, 2081, 2084, 2086, 2088, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2198, 2199, 2239, 2336, 2337, 2338, 2353, 2355, 9496 and 10234.

5.22 The Incentive Plans

The terms of the Incentive Plans shall be as set forth in the Plan Supplement.

5.23 Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan or any agreement, instrument or other document incorporated therein, on the Effective Date and all property in each Estate, all Causes of Action (except those released pursuant to the Releases by the Debtors) shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges or other encumbrances (except for Liens, if any, granted to secure the Exit Financing). On and after the Effective Date, except as otherwise provided in the Plan (including, without limitation, the provisions of Section 8.1 of the Plan), each Reorganized Debtor may operate its business and may use, acquire or dispose of property and compromise or settle any Claims, Interests or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5.24 Restructuring Transactions

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors intend to simplify and rationalize their corporate structure by eliminating certain entities that are deemed no longer essential to the Reorganized Debtors and may take all actions as may be necessary or appropriate to effect such transactions, including any transaction described in, approved by, contemplated by or necessary to effectuate the Plan, including: (1) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any asset, property, right, liability, debt or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (3) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion or dissolution pursuant to applicable state law; and (4) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law. Prior to the Effective Date, the Debtors shall have obtained the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld, regarding their intentions with respect to the restructuring transactions.

5.25 Corporate Action

Upon the Effective Date, all actions contemplated by the Plan (including the simplification of the Reorganized Debtors' corporate structure) shall be deemed authorized and approved in all respects, including (1) entry into the New Employment Agreements; (2) selection of the directors and officers of the Reorganized Debtors; (3) the execution of and entry into the Exit Financing; (4) the distribution of the New Common Stock as provided herein; (5) the establishment of the Diacetyl Reserve and the Environmental Reserve and, if elected by the Debtors, the Diacetyl Trust and the Environmental Trust; and (6) all other actions contemplated by the Plan (whether to occur before, on or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtors or the Reorganized Debtors.

5.26 Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors and the managers, officers and members of the boards of directors thereof are authorized to issue, execute, deliver, file or record such contracts, securities, instruments, releases and other agreements or documents related to the foregoing and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Plan (including the Exit Financing) and the securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorization or consents except for those expressly required pursuant to the Plan. The authorizations and approvals contemplated by this Section 5.26 shall be effective notwithstanding any requirements under non-bankruptcy law.

5.27 Section 1146 Exemption from Certain Taxes and Fees

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the making or assignment of any lease or sublease; (3) any restructuring transaction authorized by Section 5.24 hereof; or (4) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation or dissolution; (c) deeds; or (d) assignments executed in connection with any transaction occurring under the Plan.

5.28 D&O Liability Insurance Policies

Notwithstanding anything herein to the contrary, as of the Effective Date, the Debtors shall assume (and assign to the Reorganized Debtors if necessary to continue the D&O Liability Insurance Policies in full force) all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair or otherwise modify any obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed. On or before the Effective Date, the Reorganized Debtors shall obtain reasonably sufficient tail coverage (*i.e.*, D&O insurance coverage that extends beyond the end of the policy period) under a directors and officers' liability insurance policy for the current and former directors, officers and managers for a period of five years, and placed with such insurers, the terms of which shall be set forth in the Plan Supplement.

5.29 Preservation of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Releases by the Debtors provided by Section 11.2 hereof), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors or Reorganized Debtors have released any Person or Entity on or before the Effective Date (including pursuant to the Releases by the Debtors or otherwise), the Debtors or Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such Causes of Action upon, after or as a consequence of the Confirmation or Consummation.

5.30 Single Satisfaction of Claims

Holders of Allowed Claims may assert such Claims against each Debtor obligated with respect to such Claim, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of the Claim. Notwithstanding the foregoing, in no case

shall the aggregate value of all property received or retained under the Plan on account of Allowed Claims exceed 100% of the underlying Allowed Claim plus applicable interest.

ARTICLE VI

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 Assumption and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, each of Chemtura Corporation's and the Subsidiary Debtors' Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to assume filed on or before the Effective Date; or (4) is identified as an Executory Contract or Unexpired Lease to be assumed pursuant to the Plan Supplement before the Effective Date. In the event that Chemtura Canada becomes a Debtor before the Effective Date, each of Chemtura Canada's Executory Contracts and Unexpired Leases shall be deemed assumed as of the Effective Date.

Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or rejections of such Executory Contracts or Unexpired Leases as set forth in the Plan, all pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, all assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by such order. Notwithstanding anything to the contrary in the Plan, the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify or supplement the list of Executory Contracts and Unexpired Leases identified in the Plan Supplement at any time before the Effective Date. After the Effective Date, the Reorganized Debtors shall have the right to terminate, amend or modify any intercompany contracts, leases or other agreements without approval of the Bankruptcy Court.

6.2 Claims Based on Rejection of Executory Contracts or Unexpired Leases.

All proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within 30 days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as Class 4 General Unsecured Claims against the applicable Debtor and shall be treated in accordance with Article III of the Plan. The deadline to object to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, shall be the later of (a) 90 days following the date on which such Claim was filed and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims.

6.3 Cure of Defaults for Executory Contracts and Unexpired Leases Assumed.

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases (and the Creditors' Committee and the Ad Hoc Bondholders' Committee, whose consent shall not be unreasonably withheld) may otherwise agree. In the event of a dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the

Executory Contract or Unexpired Lease to be assumed or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. At least fourteen days before the Confirmation Hearing, the Debtors shall distribute, or cause to be distributed, notices of proposed assumption and proposed amounts of Cure Claims to the applicable third parties, which notices shall be in a format reasonably acceptable to the Creditors' Committee and shall include procedures for objecting to proposed assumptions of Executory Contracts and Unexpired Leases and any amounts of Cure Claims to be paid in connection therewith and resolution of disputes by the Bankruptcy Court. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related cure amount must be filed, served and actually received by counsel to the Debtors and the Creditors' Committee at least three days before the Confirmation Hearing. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption or cure amount. A list of the Executory Contracts and Unexpired Leases to be assumed and the notices of proposed assumption and proposed amounts of Cure Claims shall be included in the Plan Supplement.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption.

6.4 Modifications, Amendments, Supplements, Restatements or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority or amount of any Claims that may arise in connection therewith.

6.5 Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

6.6 Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the Debtor or Reorganized Debtor liable thereunder in the ordinary course of its business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

6.7 Assumption of Insurance Policies

Notwithstanding anything in the Plan or the Confirmation Order, including any provision that purports to be preemptory or supervening, on the Effective Date, each of the Insurance Policies shall, as applicable, be deemed assumed to the extent such Insurance Policies are Executory Contracts of the applicable Debtor under section 365 of the Bankruptcy Code. Regardless of whether any Insurance Policy is or is not an Executory Contract, on and after the Effective Date, the Insurance Policies will remain valid and enforceable in accordance with their terms, shall not be impaired by the Plan or Confirmation Order, and the Debtors and the Insurers will perform their respective obligations to one another, if any, under the Insurance Policies; provided, however, that nothing contained in this Section 6.7 shall affect any Executory Contract or Claim of any Entity other than the Insurers.

ARTICLE VII

PROVISIONS GOVERNING DISTRIBUTIONS

7.1 Total Enterprise Value

Distributions of New Common Stock to Holders of Allowed Claims, and the establishment and maintenance of the Disputed Claims Reserve, Diacetyl Reserve and Environmental Reserve, as described below, shall be based upon, among other things, the New Chemtura Total Enterprise Value. For purposes of distribution, the New Common Stock shall be deemed to have the value assigned to it based upon, among other things, the New Chemtura Total Enterprise Value regardless of the date of distribution.

7.2 Record Date for Distributions

As of the entry of the Confirmation Order, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents shall be deemed closed, and there shall be no further changes made to reflect any new record holders of any Claims or Interests. The Debtors shall have no obligation to recognize any transfer of Claims or Interests occurring on or after the Distribution Record Date.

7.3 Timing and Calculation of Amounts to Be Distributed

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim or Interest is not an Allowed Claim or Interest on the Effective Date, on the date that such a Claim or Interest becomes an Allowed Claim or Interest, or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Interest against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Interests in the applicable Class and in the manner provided herein. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VIII hereof. Except as otherwise provided herein (including in Section 7.6(a) with respect to Disputed Claims), holders of Claims shall not be entitled to interest, dividends or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date.

7.4 Disbursing Agent

Except as otherwise provided herein, all distributions under the Plan shall be made by the Reorganized Debtors as Disbursing Agent or such other Entity designated by the Reorganized Debtors as a Disbursing Agent on the Effective Date. To the extent that any Entity other than the Reorganized Debtors or any of the Indenture Trustees is designated as a Disbursing Agent, such Entity's designation and service thereunder shall be conditioned upon such Entity posting a bond satisfactory to the Bankruptcy Court.

7.5 Rights and Powers of Disbursing Agent

(a) Powers of the Disbursing Agent

The Disbursing Agent shall be empowered to: (a) affect all actions and execute all agreements, instruments and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in Cash by the Reorganized Debtors.

7.6 Distributions on Account of Claims Allowed After the Effective Date

(a) Payments and Distributions on Disputed Claims and Interests

Notwithstanding any other provision of the Plan, no distributions shall be made under the Plan on account of any Disputed Claim or Interest, unless and until such Claim or Interest becomes an Allowed Claim or Interest. Distributions made after the Effective Date to holders of Disputed Claims and Interests that are not Allowed Claims and Interests as of the Effective Date but which later become Allowed Claims and Interests shall be deemed to have been made on the Effective Date, *provided, however*, that to the extent a distribution after the Effective Date to the holder of a Disputed Claim or Interest includes New Common Stock, such New Common Stock shall be distributed together with all post-Effective Date accruals or dividends in connection therewith, and *provided, further*, that to the extent a Disputed Claim constituting a contract or trade claim arising in the ordinary course of the Debtors' business becomes an Allowed Claim, such Allowed Claim shall include interest calculated in accordance with the principles set forth in Section 3.3(n)(i).

(b) Special Rules for Distributions to Holders of Disputed Claims and Interests

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) or the Reorganized Debtors, on the one hand, and the holder of a Disputed Claim or Interest, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim or Interest until all Disputed Claims and Interests held by the holder of such Disputed Claim or Interest have become Allowed Claims or Interests or have otherwise been resolved by settlement or Final Order.

7.7 Delivery of Distributions and Undeliverable or Unclaimed Distributions

(a) Delivery of Distributions in General

Except as otherwise provided in the Plan, distributions to holders of Allowed Claims or Interests shall be made to holders of record as of the Distribution Record Date by the Disbursing Agent: (a) to the signatory set forth on any of the Proof of Claim or Interest filed by such holder or other representative identified therein (or at the last known addresses of such holder if no Proof of Claim or Interest is filed or if the Debtors have been notified in writing of a change of address); (b) at the addresses set forth in any written notices of address changes delivered to the Disbursing Agent after the date of any related Proof of Claim or Interest; (c) at the addresses reflected in the Schedules if no Proof of Claim or Interest has been filed and the Disbursing Agent has not received a written notice of a change of address; or (d) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf. Distributions under the Plan on account of Allowed Claims and Interests shall not be subject to levy, garnishment, attachment or like legal process, so that each holder of an Allowed Claim or Interest shall have and receive the

benefit of the distributions in the manner set forth in the Plan. None of the Debtors, the Reorganized Debtors and the applicable Disbursing Agent shall incur any liability whatsoever on account of any distributions under the Plan except for gross negligence, willful misconduct or fraud.

Except as otherwise provided in the Plan, all distributions to holders of Prepetition Secured Lender Claims and Prepetition Unsecured Lender Claims shall be governed by the Prepetition Credit Agreement, and shall be deemed completed when made to the Prepetition Administrative Agent, who shall in turn make distributions in accordance with the Prepetition Credit Agreement.

Except as otherwise provided in the Plan, all distributions to holders of Notes Claims shall be governed by the Notes and Indentures, and shall be deemed completed when made to the Indenture Trustees, who shall in turn make distributions in accordance with the Notes and Indentures.

(b) Fractional Distributions

Whenever any payment of New Common Stock of a fraction pursuant to the Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole share (up or down), with half or less being rounded down. Whenever any payment of Cash of a fraction of a dollar pursuant to the Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

(c) Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Disbursing Agent has determined the then current address of such holder, at which time such distribution shall be made as soon as practicable after such distribution has become deliverable or has been claimed to such holder without interest; *provided, however*, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of six months from the applicable Distribution Date. After such date, all “unclaimed property” or interests in property shall revert to the Reorganized Debtors (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any holder to such property or Interest in property shall be discharged and forever barred.

7.8 Compliance with Tax Requirements and Allocations

In connection with the Plan and all instruments issued in connection therewith, to the extent applicable, the Reorganized Debtors and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any federal, state or local taxing authority, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right, in their sole discretion, to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, other spousal awards, Liens, and encumbrances.

For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

7.9 Setoffs

The Debtors and the Reorganized Debtors may withhold (but not set off except as set forth below) from the distributions called for under the Plan on account of any Allowed Claim an amount equal to any claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against

the holder of any such Allowed Claim or Interest. In the event that any such claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim or Interest are adjudicated by Final Order or otherwise resolved, the Debtors may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim or Interest and the distributions to be made pursuant hereto on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim or Interest) the amount of any adjudicated or resolved claims, equity interests, rights and Causes of Action of any nature that the Debtors or the Reorganized Debtors may hold against the holder of any such Allowed Claim or Interest, but only to the extent of such adjudicated or resolved amount. Neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any such claims, equity interests, rights and Causes of Action that the Debtors or the Reorganized Debtors may possess against any such holder, except as specifically provided herein.

7.10 Claims Paid or Payable by Third Parties

(a) Claims Paid by Third Parties

The Debtors or the Reorganized Debtors, as applicable, shall reduce in part or in full an Allowed Claim to the extent that the holder of such Allowed Claim receives payment in part or in full on account of such Allowed Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a holder of an Allowed Claim receives a distribution on account of such Allowed Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Allowed Claim, such holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Reorganized Debtor, to the extent the holder's total recovery on account of such Allowed Claim from the third party and under the Plan exceeds the amount of such Allowed Claim as of the date of any such distribution under the Plan.

(b) Claims Payable by Third Parties

An Insured Claim that has been settled, in whole or in part, with the express written consent of an Insurer, or resolved by a judgment entered after an actual trial or by summary judgment, may be expunged or reduced without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court to the extent settled with the express written consent of an Insurer or resolved by a judgment entered after an actual trial or by summary judgment.

(c) Applicability of Insurance Policies

Except as otherwise provided in the Plan, distributions to holders of Allowed Insured Claims shall be in accordance with the provisions of any applicable Insurance Policy. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

ARTICLE VIII

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS OTHER THAN DIACETYL CLAIMS

8.1 Prosecution of Objections to Claims

The Debtors, with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld (before the Effective Date), or the Reorganized Debtors (on or after the Effective Date), as applicable, shall have the exclusive authority to file, settle, compromise, withdraw or litigate to judgment any objections to Claims as permitted under the Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without approval of the Bankruptcy Court if the Allowed amount of such Disputed Claim is equal to or less than \$100,000. If, however, the Allowed amount of such Disputed Claim is greater than \$100,000, the Reorganized Debtors shall file a notice of the proposed settlement with

the Bankruptcy Court. Parties in interest shall have ten days from the filing of such notice to object to the proposed settlement. If no objections are received on or before the tenth day, the Disputed Claim shall be deemed resolved for the amount proposed in the notice. If, however, any objections are made in writing to the proposed settlement, a hearing shall be held before the Bankruptcy Court to resolve such objection. Subject to the procedures set forth herein, the Debtors reserve all rights to resolve any Disputed Claim outside the Bankruptcy Court under applicable governing law.

8.2 Allowance of Claims and Interests

Except as expressly provided herein or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), the Reorganized Debtors after the Effective Date will have and retain any and all rights and defenses held by the Debtors with respect to any Claim as of the Petition Date. All claims of any Entity that owes money to the Debtors shall be disallowed unless and until such Entity pays, in full, the amount it owes the Debtors.

8.3 Disputed Claims Reserve

On the Effective Date (or as soon thereafter as is reasonably practicable), New Chemtura shall deposit in the Disputed Claims Reserve the amount of Cash and New Common Stock that would have been distributed to the holders of all Disputed Unsecured Claims as if such Disputed Unsecured Claims had been Allowed Claims on the Effective Date, with the amount of such Allowed Claims to be determined, solely for the purposes of establishing reserves and for maximum distribution purposes, to be (a) the lesser of (i) the asserted amount of each Disputed Unsecured Claim filed with the Bankruptcy Court as set forth in the Proof of Claim or as provided by the parties to the Debtors as further information with respect to the Proof of Claim, or (if no Proof of Claim was filed) scheduled by the Debtors, and (ii) the amount, if any, estimated by the Bankruptcy Court pursuant to section 502(c) of the Bankruptcy Code pursuant to Section 8.7 or ordered by other order of the Bankruptcy Court, or (b) the amount otherwise agreed to by the Debtors, the Creditors' Committee, the Ad Hoc Bondholders' Committee and the holder of such Disputed Unsecured Claims for reserve purposes. The Debtors shall establish segregated reserves within the Disputed Claims Reserve as set forth in the *Order Establishing A Distribution Reserve Amount with Respect to Disputed Claims in Connection with Confirmation of the Joint Chapter 11 Plan of Chemtura Corporation*, et al., dated October 29, 2010 [Docket No. 4383] (the "**Disputed Claims Reserve Order**").

8.4 Distributions After Allowance

On the Distribution Date following the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim, except that Claims on account of goods and services shall receive interest for the time period between the Petition Date and the date such Claim becomes Allowed, payable at the contract rate to the extent allowable under law, or, if no allowable contract rate is specified, the federal judgment rate as of the Petition Date.

8.5 Distribution of Excess Amounts in the Disputed Claims Reserve

(a) Distributions Following Resolution of All Claims.

When all Disputed Claims are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash or New Common Stock remains in the Disputed Claims Reserve after all holders of Disputed Claims that have become Allowed for each of the Debtors have been paid the full amount they are entitled to pursuant to the treatment set forth for the appropriate Class under the Plan, then (i) if Class 13a for Chemtura Corporation has voted to accept the Plan, then holders of Claims in the Participating Creditor Classes (to the extent they have not been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i)) shall receive their Pro Rata share of such remaining Cash and New Common Stock, in accordance with the Shortfall Readjustment, until they have been paid in full with all applicable interest, with any excess Cash returned to the Reorganized Debtors for general corporate use and with any excess New Common Stock being cancelled or held as treasury stock and (ii) if Class 13a for

Chemtura Corporation has voted to reject the Plan, and if all holders of Claims in the Participating Creditor Classes have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), each holder of an Interest in Class 13a for Chemtura Corporation shall receive its Pro Rata share of such excess Cash and New Common Stock.

The release of distributable value from the segregated reserves within the Disputed Claims Reserve established pursuant to the Disputed Claims Reserve Order shall be treated pursuant to paragraph 4 of the Disputed Claims Reserve Order.

(b) Periodic Distributions from Disputed Claims Reserve.

Pursuant to the following procedures, parties in interest may periodically request, on notice and a hearing, that the Bankruptcy Court review the remaining amount of the Disputed Claims Reserve, in light of the estimated aggregate value of Disputed Claims remaining to be liquidated, to determine whether any Disputed Claims Reserve Periodic Distribution is appropriate. Specifically:

- (i) until all Disputed Claims are resolved and a final distribution is made pursuant to Section 8.5(a) hereof, each quarter within 10 business days after the Debtors file a report on Form 10-Q with the United States Securities and Exchange Commission, the Debtors shall provide a report (each such report, a “**Quarterly Claims Report**”) to the Creditors’ Committee and the Equity Committee regarding the remaining Disputed Claims that is generally consistent in substance with reports provided to the Creditors’ Committee and the Equity Committee pre-confirmation, which report shall include the Debtors’ reasonable high-end estimate of the aggregate value of the remaining Disputed Claims subject to the Disputed Claims Reserve (the “**High-End Estimate**”), prepared consistent with the methodology used pre-confirmation;
- (ii) after each Quarterly Report is provided, following a reasonable period for consultation with the Equity Committee and the Creditors’ Committee, the Debtors shall consider whether a reduction of the Disputed Claims Reserve is warranted such that a Disputed Claims Reserve Periodic Distribution would be appropriate, and there shall be a rebuttable presumption that the Disputed Claims Reserve shall be maintained at the High-End Estimate plus 20 percent;
- (iii) if the Debtors determine following review and consultation with the Equity Committee and the Creditors Committee that a reduction is warranted, the Debtors shall file a motion, on notice and with opportunity for a hearing, for approval by the Bankruptcy Court of a Disputed Claims Reserve Periodic Distribution, and if the Debtors do not file such a motion on or before 30 days following the date that the Quarterly Claims Report is distributed, any other party interest, including the Creditors’ Committee and the Equity Committee, may file such a motion, provided, for the avoidance of doubt, that no party may move for an increase in the Disputed Claims Reserve; and
- (iv) if the Bankruptcy Court orders a reduction in the amount of the Disputed Claims Reserve, and if all holders of Claims in the Participating Creditor Classes (except holders of Claims that are Disputed Claims as of the date any motion for approval of a Disputed Claims Reserve Periodic Distribution is filed) have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), the amount of the reduction shall be distributed to holders of Interest in Class 13a for Chemtura Corporation as a Disputed Claims Reserve Periodic Distribution, with such distribution to occur as soon as reasonably practicable following entry of the order approving such reduction.

8.6 Property Held in the Disputed Claims Reserve

Each holder of a Disputed Unsecured Claim (other than a holder of a Disputed Claim identified as an “Objecting Creditor” in the Disputed Claims Reserve Order, which holders shall be subject to reserves or receive distributions consistent with such order), that ultimately becomes an Allowed Unsecured Claim will have recourse only to the undistributed Cash and New Common Stock held in the Disputed Claims Reserve for satisfaction of the distributions to which holders of Allowed Unsecured Claims are entitled under the Plan, and not to any Reorganized Debtor, their property or any assets previously distributed on account of any Allowed Claim.

8.7 Estimation of Claims

The Debtors and the Creditors’ Committee, in consultation with the Ad Hoc Bondholders’ Committee (before the Effective Date), or Reorganized Debtors (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim against any party or Entity, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors and the Creditors’ Committee (before the Effective Date) or the Reorganized Debtors (after the Effective Date), may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. All of the objection, estimation, settlement and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, objected to, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

8.8 Deadline to File Objections to Claims

Any objections to Claims shall be filed no later than the Claims Objection Bar Date, provided, however, that to the extent an Objection to a Disputed Claim is withdrawn, settled or compromised without approval of the Bankruptcy Court, deemed resolved subject to the procedures set forth in Section 8.1 or adjudicated by the Bankruptcy Court, the Debtors shall have 30 days from the date of withdrawal, settlement, compromise, resolution or adjudication to object to the Claim on any additional grounds.

ARTICLE IX

PROCEDURES FOR RESERVING FOR ENVIRONMENTAL CLAIMS

9.1 Formation of Environmental Trust

The Debtors, with the consent of the Creditors’ Committee and Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld (before the Effective Date), or the Reorganized Debtors (on or after the Effective Date), as applicable, shall have the authority to establish an Environmental Trust, and shall be authorized to contribute to such Environmental Trust the Cash that constitutes the Environmental Reserve. To the extent deemed appropriate and helpful by the Reorganized Debtors, the Debtors shall treat and designate such Environmental Trust as a qualified settlement fund pursuant to Treasury Regulation Section 1.468-1B.

9.2 Environmental Reserve

On the Effective Date (or as soon thereafter as is reasonably practicable), and solely to the extent that the Debtors do not reach a negotiated settlement pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code and approved by order of the Bankruptcy Court and that a Disputed Environmental Claim is not Reinstated (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) based upon the applicable Debtor’s election pursuant to Section 3.3(k) of the Plan,

Chemtura Corporation and the Subsidiary Debtors shall fully fund the Environmental Reserve with Cash based upon the amount determined by the Bankruptcy Court or agreed to by the Debtors (with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld) and the holders of Disputed Environmental Claims.

On the Effective Date (or as soon thereafter as is reasonably practicable), and to the extent that Chemtura Corporation and the Subsidiary Debtors fund the Environmental Reserve pursuant to the preceding paragraph, and to the extent that Chemtura Corporation or the Subsidiary Debtors have entered into any negotiated settlements that are the subject of motions pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code filed with the Bankruptcy Court and pending approval as of the Effective Date, Chemtura Corporation and the Subsidiary Debtors shall provide for segregated reserves within the Environmental Reserve, each in the amount of the negotiated settlement as set forth in the corresponding pending motion. The Debtors may establish additional segregated reserves within the Environmental Reserve as authorized by the Bankruptcy Court.

9.3 Distributions from the Environmental Reserve

To the extent that Chemtura Corporation and the Subsidiary Debtors fund the Environmental Reserve pursuant to Section 9.2, and to the extent that a Disputed Environmental Claim ultimately becomes an Allowed Environmental Claim, distributions (if any) shall be made to the holder of such Allowed Environmental Claim in accordance with the terms of this Plan. On the Initial Distribution Date, the Disbursing Agent shall provide to each holder an of Allowed Environmental Claim a distribution (if any) from the Environmental Reserve equal to its Allowed Environmental Claim, without any interest to be paid on account of such Claim.

9.4 Distribution of Excess Amounts in the Environmental Reserve

When all Environmental Claims are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash remains in the Environmental Reserve after all holders of Environmental Claims that have become Allowed for Chemtura Corporation and each of the Subsidiary Debtors have been paid in full, then (a) if Class 13a for Chemtura Corporation has voted to accept the Plan, then such remaining Cash shall be divided on a Pro Rata basis among holders of Claims in the Participating Creditor Classes (to the extent they have not been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i)) and the Disputed Claims Reserve, until all holders of Claims in the Participating Creditor Classes have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), with any excess to be transferred to, and become a part of, the Disputed Claims Reserve for ultimate distribution pursuant to Article VIII, and (b) if Class 13a for Chemtura Corporation has voted to reject the Plan, any Cash remaining in the Environmental Reserve shall be transferred to, and shall become a part of, the Disputed Claims Reserve for ultimate distribution pursuant to Article VIII, and if all holders of Claims in the Participating Creditor Classes have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), each holder of an Interest in Class 13a for Chemtura Corporation shall receive its Pro Rata share of such excess Cash.

9.5 Property Held in the Environmental Reserve

Each holder of a Disputed Environmental Claim that ultimately becomes an Allowed Environmental Claim will have recourse only to the Environmental Reserve for satisfaction of the distributions to which holders of Allowed Environmental Claims are entitled under the Plan, and not to any Reorganized Debtor, their property or any assets previously distributed on account of any Allowed Claim.

ARTICLE X

PROCEDURES FOR RESERVING FOR AND RESOLVING DIACETYL CLAIMS

10.1 Formation of Diacetyl Trust

The Debtors, with the consent of the Creditors' Committee and Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld (before the Effective Date), or the Reorganized Debtors (on or after the

Effective Date), as applicable, shall have the authority to establish a Diacetyl Trust, and shall be authorized to contribute to such Diacetyl Trust the Cash that constitutes the Diacetyl Reserve. To the extent deemed appropriate and helpful by the Reorganized Debtors, the Debtors shall treat and designate such Diacetyl Trust as a qualified settlement fund pursuant to Treasury Regulation Section 1.468-1B.

10.2 Objections to Diacetyl Claims

The Debtors, with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld (before the Effective Date), or the Reorganized Debtors (on or after the Effective Date), as applicable, shall have the exclusive authority to file, settle, compromise, withdraw, or litigate to judgment any objections to Diacetyl Claims as permitted under the Plan. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Diacetyl Claim without approval of the Bankruptcy Court if the Allowed amount of such Disputed Diacetyl Claim is equal to or less than \$100,000. If, however, the Allowed amount of such Disputed Diacetyl Claim is greater than \$100,000, the Reorganized Debtors shall file a notice of the proposed settlement with the Bankruptcy Court. Parties in interest shall have ten days from the filing of such notice to object to the proposed settlement. If no objections are received on or before the tenth day, the Disputed Diacetyl Claim shall be deemed resolved for the amount proposed in the notice. If, however, any objections are made in writing to the proposed settlement, a hearing shall be held before the Bankruptcy Court to resolve such objection. Subject to the procedures set forth herein, the Debtors reserve all rights to resolve any Disputed Diacetyl Claim outside the Bankruptcy Court under applicable governing law.

10.3 Diacetyl Reserve

On the Effective Date (or as soon thereafter as is reasonably practicable), New Chemtura and Chemtura Canada shall fully fund the Diacetyl Reserve with Cash based upon the Diacetyl Claim Value. The Diacetyl Reserve shall be comprised of segregated reserves for any negotiated settlements that are the subject of motions pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code filed with the Bankruptcy Court and pending approval as of the Effective Date and any Disputed Diacetyl Claims accounted for in the Bankruptcy Court's order determining the Diacetyl Claim Value. The segregated reserves may be established by the categories of the Diacetyl Claims set forth in the Bankruptcy Court's order determining the Diacetyl Claim Value and need not be established on an individual Claim basis.

10.4 Distributions from the Diacetyl Reserve

To the extent that a Disputed Diacetyl Claim ultimately becomes an Allowed Diacetyl Claim, distributions (if any) shall be made to the holder of such Allowed Diacetyl Claim in accordance with the terms of this Plan. On the Distribution Date following the date that the order or judgment of the Bankruptcy Court allowing any Disputed Diacetyl Claim becomes a Final Order, the Disbursing Agent shall provide to the holder of such Allowed Diacetyl Claim a distribution (if any) from the applicable segregated reserve within the Diacetyl Reserve equal to (a) its Allowed Insured Deficiency Claim, if such Diacetyl Claim is an Insured Claim, or (b) its Allowed Diacetyl Claim, if such Diacetyl Claim is not an Insured Claim. In no event shall any interest be paid on account of any such Claim. For the avoidance of doubt, no holder of an Allowed Diacetyl Claim shall receive more than 100% of such Allowed Claim through payments under Insurance Policies or distributions pursuant to this Plan or any combination thereof.

10.5 Distribution of Excess Amounts in the Diacetyl Reserve

When Diacetyl Claims that are subject to segregated reserves within the Diacetyl Reserve are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash remains in the segregated reserves within the Diacetyl Reserve after the applicable holders of Diacetyl Claims that have become Allowed for Chemtura Corporation and Chemtura Canada have been paid in full, then (a) if Class 13a for Chemtura Corporation has voted to accept the Plan, then such remaining Cash shall be divided on a Pro Rata basis among holders of Claims in the Participating Creditor Classes (to the extent they have not been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i)) and the Disputed Claims Reserve, until all holders of Claims in the Participating Creditor Classes have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i)), with any excess to be transferred to, and become a part of, the Disputed Claims Reserve for ultimate distribution pursuant to Article VIII, and (b) if Class 13a for Chemtura Corporation has voted to reject the Plan, any Cash remaining in

the Diacetyl Reserve shall be transferred to, and shall become a part of, the Disputed Claims Reserve for ultimate distribution pursuant to Article VIII, and if all holders of Claims in the Participating Creditor Classes have been paid in full, plus postpetition interest as applicable pursuant to Section 3.3(n)(i), each holder of an Interest in Class 13a for Chemtura Corporation shall receive its Pro Rata share of such excess Cash.

10.6 Property Held in the Diacetyl Reserve

Each holder of a Disputed Diacetyl Claim that ultimately becomes an Allowed Diacetyl Claim will have recourse only to the Diacetyl Reserve and any available Insurance Proceeds for satisfaction of the distributions to which holders of Allowed Diacetyl Claims are entitled under the Plan, and not to any Reorganized Debtor, their property or any assets previously distributed on account of any Allowed Claim.

ARTICLE XI

SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

11.1 Compromise and Settlement of Claims, Interests and Controversies

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a holder of a Claim may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and holders of Claims and Interests and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice to or action, order or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle Claims against them and Causes of Action against other Entities.

11.2 Releases by the Debtors

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, on and after the Effective Date, the Released Parties are deemed released and discharged by the Debtors, New Chemtura, the Reorganized Debtors and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, New Chemtura, the Reorganized Debtors, the Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan and Disclosure Statement, or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any Released Party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, nor does it release any Cause of Action, obligation or liability expressly set forth in or preserved by the Plan or the Plan Supplement. Additionally, nothing in the Chapter 11 Cases, the Confirmation Order, the Plan, the

Bankruptcy Code (including section 1141 thereof) or any other document filed in the Chapter 11 Cases shall in any way be construed to discharge, release, limit, or relieve the Debtors, the Reorganized Debtors, or any other party, in any capacity, from any liability or responsibility with respect to the U.S. Pension Plans or any other defined benefit plan under any law, governmental policy, or regulatory provision. PBGC and the U.S. Pension Plans shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Plan, Confirmation Order, Bankruptcy Code, or any other document filed in the Chapter 11 Cases.

11.3 Releases by Holders of Claims and Interests

As of the Effective Date, to the extent permitted by applicable law, each holder of a Claim or an Interest shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Debtors, New Chemtura, the Reorganized Debtors and the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including fraud) or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any post-Effective Date obligations of any party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

11.4 Releases by Holders of Diacetyl Claims

As of the Effective Date, each holder of a Claim in Class 10 shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged Chemtura Canada from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), consisting of, based on or relating to, or in any manner arising from, in whole or in part, any Diacetyl Claim.

11.5 Liabilities to, and Rights of, Governmental Units

Nothing in the Plan or Confirmation Order, including, but not limited to, Article XI of the Plan, shall discharge, release, or preclude: (i) any liability to a Governmental Unit that is not a Claim; (ii) any Claim of a Governmental Unit arising on or after the Confirmation Date; (iii) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors; (iv) any valid right of setoff or recoupment by a Governmental Unit; or (v) any criminal liability. Nothing in the Plan or Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding sentence.

The discharge and injunction provisions contained in the Plan and Confirmation Order are not intended and shall not be construed to bar any Governmental Unit from, after the Confirmation Date, pursuing any police or regulatory action, except to the extent those discharge and injunction provisions bar a Governmental Unit from pursuing Claims or obligations that are liquidated and settled in an Environmental Settlement Agreement to which the Governmental Unit is a party (provided, however, that the Governmental

Unit may take any action to enforce such an Environmental Settlement Agreement and may take any action subject to a reservation in such an Environmental Settlement Agreement).

11.6 Exculpation

Except as otherwise specifically provided in the Plan or Plan Supplement, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim, obligation, Cause of Action or liability for any Exculpated Claim, except for gross negligence or willful misconduct (including fraud), but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Debtors and the Reorganized Debtors (and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys) have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the Plan securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

11.7 Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release and discharge, effective as of the Effective Date, of all Claims, Interests and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Interest based upon such Claim, debt, right or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such Claim, debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such a Claim or Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed before or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

11.8 Injunction

FROM AND AFTER THE EFFECTIVE DATE, ALL ENTITIES ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN ARTICLE XI HEREOF, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE XI HEREOF.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO SECTIONS 11.2, 11.3 OR 11.4, OR DISCHARGED PURSUANT TO SECTION 11.7 OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 11.6, ARE PERMANENTLY ENJOINED, FROM

AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH ENTITIES OR THE PROPERTY OR ESTATE OF SUCH ENTITIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (4) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND THE INTERESTS SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED AND DISCHARGED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

ALL ENTITIES SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THE DEBTORS' ESTATES, THE REORGANIZED DEBTORS, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF THEIR ASSETS AND PROPERTIES, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

11.9 Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

11.10 Protection Against Discriminatory Treatment

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Reorganized Debtors or another Entity with whom such Reorganized Debtors have been associated, solely because one of the Debtors has been a debtor under chapter 11, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtor is granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

11.11 Release of Liens

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests shall revert to the Reorganized Debtor and its successors and assigns.

ARTICLE XII

CONDITIONS PRECEDENT TO CONFIRMATION OF THE PLAN AND THE EFFECTIVE DATE

12.1 Conditions Precedent to Confirmation

It shall be a condition to Confirmation hereof that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Section 12.5.

1. The Bankruptcy Court shall have entered a Final Order, in form and substance acceptable to the Debtors and reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee, approving the Disclosure Statement with respect to the Plan as containing adequate information within the meaning of section 1125 of the Bankruptcy Code.

2. The Confirmation Order (a) shall be a Final Order in form and substance acceptable to the Debtors and reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee and (b) shall include a finding by the Bankruptcy Court that the New Common Stock to be issued on the Effective Date will be authorized and exempt from registration under applicable securities law pursuant to section 1145 of the Bankruptcy Code.

3. The Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto (in each case in form and substance) shall be reasonably acceptable to the Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee.

12.2 Additional Condition Precedent to Confirmation

In the event Chemtura Canada becomes a Debtor before the Confirmation Date, it shall also be a condition to Confirmation hereof that the following provision, term and condition shall have been satisfied or waived pursuant to the provisions of Section 12.4: The Canadian Recognition Order shall be a Final Order in form and substance acceptable to the Debtors and reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee.

12.3 Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Section 12.4.

1. The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order) authorizing the assumption and rejection of executory contracts and unexpired leases by the Debtors as contemplated herein.

2. The Exit Financing shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation thereof shall have been waived by the Debtors, with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld, or satisfied in accordance with the terms thereof, and funding pursuant to the Exit Financing shall have occurred.

3. The Confirmation Order shall have become a Final Order in form and substance acceptable to the Debtors and reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee.

4. All of the schedules, documents, supplements and exhibits to the Plan shall have been filed in form and substance reasonably acceptable to the Debtors, the Creditors' Committee and the Ad Hoc Bondholders' Committee.

5. The Effective Date shall occur no later than November 15, 2010.

12.4 Additional Conditions Precedent to the Effective Date

In the event Chemtura Canada becomes a Debtor before the Confirmation Date, it shall also be a condition to the Effective Date that the following provisions, terms and conditions shall have been satisfied or waived pursuant to the provisions of Section 12.5:

1. The Canadian Recognition Order shall be a Final Order in form and substance acceptable to the Debtors and reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee.

2. The Canadian Confirmation Order shall be a Final Order in form and substance acceptable to the Debtors and reasonably acceptable to the Creditors' Committee and the Ad Hoc Bondholders' Committee.

12.5 Waiver of Conditions

The conditions to Confirmation of the Plan and to Consummation of the Plan set forth in this Article XII may be waived at any time by the Debtors, with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee, which consent shall not be unreasonably withheld; *provided, however*, that the Debtors may not waive entry of the Order approving the Disclosure Statement and the Confirmation Order, and, to the extent Sections 12.2 and 12.4 apply, the Canadian Recognition Order and the Canadian Confirmation Order.

12.6 Effect of Failure of Conditions

If the Consummation of the Plan does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, any holders of Claims or Interests or any other Entity; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtors, any holders or any other Entity in any respect.

ARTICLE XIII

MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

13.1 Modification and Amendments

Except as otherwise specifically provided herein, the Debtors, with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors, with the consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee expressly reserve their rights to alter, amend or modify materially the Plan with respect to any or all Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with this Article XIII.

13.2 Effect of Confirmation on Modifications

Entry of a Confirmation Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

13.3 Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan before the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of such Debtor or any other Entity; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by such Debtor or any other Entity.

ARTICLE XIV

RETENTION OF JURISDICTION

14.1 Jurisdiction of the Bankruptcy Court

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases and all matters, arising out of or related to, the Chapter 11 Cases and the Plan including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority, Secured or Unsecured status or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or Unsecured status, priority, amount or allowance of Claims;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including Rejection Claims, Cure Claims pursuant to section 365 of the Bankruptcy Code or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Reorganized Debtors amending, modifying or supplementing, after the Effective Date, pursuant to Article VI, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired.
4. ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide or resolve any and all matters related to any Cause of Action;

7. adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;
8. enter and enforce any order for the sale of property pursuant to sections 363, 1123 or 1146(a) of the Bankruptcy Code;
9. resolve any avoidance or recovery actions under sections 105, 502(d), 542 through 551 and 553 of the Bankruptcy Code;
10. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with the Consummation, interpretation or enforcement of the Plan or any entity's obligations incurred in connection with the Plan;
11. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with or under the Prepetition Security Agreement and related intercreditor agreement;
12. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with or under the DIP Loan Agreement;
13. resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with or under the Notes;
14. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with Consummation or enforcement of the Plan;
15. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the discharge, releases, injunctions, exculpations, indemnifications and other provisions contained in Article XI and enter such orders as may be necessary or appropriate to implement such releases, injunctions and other provisions;
16. resolve any cases, controversies, suits, disputes or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim for amounts not timely repaid pursuant to Section 7.10(a);
17. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
18. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan or the Disclosure Statement;
19. adjudicate any and all disputes arising from or relating to distributions under the Plan;
20. consider any modifications of the Plan, cure any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
21. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
22. hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents or instruments executed in connection with the Plan;
23. hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

24. hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;
25. enforce all orders previously entered by the Bankruptcy Court;
26. hear any other matter not inconsistent with the Bankruptcy Code; and
27. enter an order concluding or closing the Chapter 11 Cases.

14.2 Jurisdiction of the Bankruptcy Court in the Event Chemtura Canada Becomes a Debtor

In the event Chemtura Canada becomes a Debtor before the Confirmation Date, all disputes involving the rights of a Canadian Entity that is (a) the holder of a Claim against or an Interest in Chemtura Canada, in the event it becomes a Debtor before the Confirmation Date, and (b) not subject to the jurisdiction of the Bankruptcy Court, will be determined by the Bankruptcy Court without prejudice to such Entity's right to seek to have such dispute heard instead by the Canadian Court. Notwithstanding the foregoing, all such Canadian Entities will be bound by the terms and provisions of this Plan.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.1 Immediate Binding Effect

Subject to Section 12.3 and Section 12.4 (if applicable), and notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

15.2 Additional Documents

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

15.3 Dissolution of Creditors' Committee and Equity Committee

On the Effective Date, the Creditors' Committee and the Equity Committee shall dissolve, except: (a) the Creditors' Committee will remain intact with respect to any pending litigation or contested matter to which the Creditors' Committee is a party, any appeals filed regarding Confirmation, the resolution of any substantial contribution applications, the resolution of applications for Accrued Professional Compensation and all disputes regarding allowance of Disputed Claims; (b) the Equity Committee will remain intact (i) to the extent that Class 13a for Chemtura Corporation has voted to reject the Plan, with respect to the resolution of applications for Accrued Professional Compensation and all disputes regarding allowance of Disputed Claims, (ii) to the extent that Class 13a for Chemtura Corporation has voted to accept the Plan, with respect to the resolution of any substantial contribution applications and the resolution of applications for Accrued Professional Compensation, and (iii) notwithstanding any provisions in the Plan or Confirmation Order providing for the termination of the Equity Committee, the Equity

Committee shall remain in existence to the extent necessary for the prosecution of any appeal of the Confirmation Order, *provided* that nothing in the Plan or Confirmation Order (including the preceding proviso) shall obligate the Debtors, the Reorganized Debtors or any other party in interest to pay any legal fees or expenses incurred by the Equity Committee in connection with such prosecution of such appeal; and (c) both the Equity Committee and the Creditors' Committee will remain intact with respect to the procedures for Disputed Claims Reserve Periodic Distributions as set forth in Section 8.5(b). On the Effective Date, subject to the proviso above, the members of the Creditors' Committee and the Equity Committee shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall continue to compensate the Creditors' Committee's and the Equity Committee's Professionals for reasonable services provided in connection with any of the foregoing post-Effective Date activities.

15.4 Payment of Fees and Expenses of the Creditors' Committee, the Equity Committee, the Prepetition Administrative Agent and the Indenture Trustees

Notwithstanding any provision in the Plan to the contrary, the Debtors or Reorganized Debtors shall promptly pay in Cash in full reasonable, documented and necessary out-of-pocket fees and expenses incurred by the members of the Creditors' Committee, the members of the Equity Committee, the Prepetition Administrative Agent and the Indenture Trustees without the need of such parties to file fee applications with the Bankruptcy Court; provided that each party and its counsel shall provide the Debtors, the Creditors' Committee and the Equity Committee with the invoices (or such other documentation as the Debtors or another of such parties may reasonably request) for which it seeks payment on or before the Effective Date and provided that the Debtors and the other parties have no objection to such fees, such fees shall be paid within five business days of the Effective Date. To the extent that the Debtors or any of the other parties object to any of the fees and expenses of the members of the Creditors' Committee, the members of the Equity Committee, the Prepetition Administrative Agent or the Indenture Trustees or their counsel or advisors, the Debtors shall not be required to pay any disputed portion of such fees until a resolution of such objection is agreed to by the Debtors and such party and/or their counsel or a further order of the Bankruptcy Court upon a motion by such party.

15.5 Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the Plan, any statement or provision contained in the Plan or any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests before the Effective Date.

15.6 Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries or guardian, if any, of each Entity.

15.7 Service of Documents

After the Effective Date, any pleading, notice or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

Chemtura Corporation
199 Benson Road
Middlebury, Connecticut 06749
Attn: General Counsel

with copies to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: M. Natasha Labovitz

After the Effective Date, the Debtors may, in their sole discretion, notify Entities that, in order to continue receiving documents pursuant to Bankruptcy Rule 2002, such Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have filed such renewed requests.

15.8 Entire Agreement

Except as otherwise indicated, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings and representations on such subjects, all of which have become merged and integrated into the Plan.

15.9 Severability of Plan Provisions

If, before Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court or any other court exercising jurisdiction to be invalid, void or unenforceable, the Bankruptcy Court or other court exercising jurisdiction shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors' and consent of the Creditors' Committee and the Ad Hoc Bondholders' Committee (which consent shall not be unreasonably withheld); and (3) nonseverable and mutually dependent.

15.10 Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be available upon request to the Debtors' counsel, by contacting Anna del Rosario, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Telephone: (212) 446-3487, email: anna.delrosario@kirkland.com, at the Bankruptcy Court's web site at <http://ecf.nysb.uscourts.gov> or at the website of the Notice and Claims Agent, at www.kccllc.net/chemtura. To the extent any exhibit or document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

15.11 Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and any applicable non-bankruptcy law, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale and purchase of Plan securities offered and sold under the Plan, and, therefore, will have no liability for the violation of any applicable law, rule or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale or purchase of the New Common Stock offered and sold under the Plan.

15.12 Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

15.13 Conflicts

Except as set forth in the Plan, to the extent that any provision of the Disclosure Statement or any other order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control; *provided, however*, that if there is a conflict between this Plan and a Plan Supplement document, the Plan Supplement document shall govern and control.

15.14 Insurance Neutrality

Unless otherwise expressly agreed to by an Insurer in writing, notwithstanding any provision in the Plan or the Confirmation Order, including any provision that purports to be preemptory or supervening, nothing contained in any such documents or in this paragraph shall (a) impose, or be deemed or construed to impose, any obligation on any Insurer to provide a defense for, pay defense costs, settle, or pay any settlement or judgment with respect to, any Claim, including any Insured Claim or (b) have the effect of impairing the Insurers' legal, equitable, or contractual rights in any respect; rather, an Insurer's obligations, if any, with respect to any Claim, including any Insured Claim, shall be determined solely by and in accordance with the allegedly applicable Insurance Policies.

Unless otherwise expressly agreed to by an Insurer in writing, nothing in the Plan or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall diminish or impair, or be deemed to diminish or impair, the rights of any Insurer to assert: any defense, right, or claim, including but not limited to, any claim for deductibles, self-insured retentions, retrospective premiums, or any other premium or similar obligation of any kind; any claim for contribution, indemnification, or subrogation; or any setoff, recoupment, or counterclaim arising out of or relating to any of the Insurance Policies. Without limiting the generality of the foregoing, unless otherwise expressly agreed to by an Insurer in writing, nothing in the Plan or the Confirmation Order, including any provision that purports to be preemptory or supervening, shall, under any theory:

- (a) constitute, or be deemed to constitute, a trial, adjudication, judgment, hearing on the merits, finding, conclusion, other determination, evidence, or suggestion of any determination establishing the liability of any Insurer (in the aggregate or otherwise) or establishing a coverage obligation in subsequent litigation relating to any Claim, including any Insured Claim, or under any of the Insurance Policies;
- (b) establish the liability or obligation of the Debtors with respect to any Claim that binds any Insurer, individually or with another Insurer(s), including whether the Debtors are or were liable on account of such claim or have suffered an insured loss;
- (c) establish that it is reasonable, appropriate, in good faith, or consistent with the terms and conditions of any Insurance Policy for the Debtors to settle, allow, assign any value to, liquidate, and/or pay (or present to any Insurer for payment) any Claim on any terms or conditions contemplated by the Plan, the Confirmation Order or any other agreement;
- (d) establish with respect to any Insured Claim or cause of action against any Insurer that the Plan, the Confirmation Order, or any other agreement (including any procedures, matrices, or criteria used or considered in valuing, estimating, or allowing Claims thereunder) are reasonable, appropriate, or entered into in good faith, or consistent with any procedures that were used to evaluate, settle, or pay Claims against the Debtors before the Chapter 11 Cases or under the terms and conditions of any Insurance Policy;

- (e)** establish with respect to any Insured Claim or cause of action against any Insurer that the conduct of the Debtors and the holders of Claims in connection with the negotiation, development, settlement, or implementation of the Plan, the Confirmation Order, or any other agreement was, is, or will be reasonable, appropriate, in good faith, or consistent with the terms and conditions of any Insurance Policy;
- (f)** establish that any Insurer was invited to participate in, participated in, consulted on, and/or consented to the negotiation, proposal, solicitation, or approval of the Plan;
- (g)** constitute, or be deemed to constitute, a determination of the reasonableness of the amount of any Claim, including any Insured Claim, either individually or in the aggregate with other Claims;
- (h)** grant, or be deemed to grant, to any Entity any right to sue any Insurer directly in connection with a Claim, including any Insured Claim, or in connection with or under any of the Insurance Policies;
- (i)** constitute, or be deemed to constitute, a finding or determination that any Debtor is a named insured, additional insured, or insured in any other way under any of the Insurance Policies; or
- (j)** constitute, or be deemed to constitute, a determination that any Insurer has any defense or indemnity obligation with respect to any Claim or Insured Claim. The Insurers shall retain, and be permitted to assert, (i) all of their rights and defenses with respect to coverage of any Claim, including any Insured Claim, notwithstanding any provision of the Plan or the Confirmation Order, including any provision that purports to be preemptory or supervening, and (ii) all of the Debtors' defenses to liability in connection with any Claim, including any Insured Claim, and that the Insurers' rights to assert all such underlying defenses to liability and all such defenses to coverage of any Claim, including any Insured Claim, will not be impaired in any way by the Plan or the Confirmation Order.

Except as expressly set forth therein, nothing in the Plan or the Confirmation Order shall diminish or impair any of the rights and defenses of the Debtors or the Reorganized Debtors, if any, both legal and equitable, arising out of or relating to any of the Insurance Policies.

Without limiting the foregoing, in considering whether to confirm the Plan, the Bankruptcy Court or any other court exercising jurisdiction over the Chapter 11 Cases is not considering, and is not deciding, any matter at issue or which may be raised as an issue in any Insurance Coverage Action.

Under the Plan, the Reorganized Debtors retain the Debtors' rights and obligations under each of the Insurance Policies, subject to the terms and conditions of each Insurance Policy. All of the parties' rights and arguments with respect to any purported assignment of any Insurance Policy are expressly preserved, and are not impaired, increased, or otherwise altered by the Plan, the Confirmation Order, or any other Plan Document.

No Insurer shall be bound in any current or future litigation concerning any Claim or any Insurance Policy by any orders, including the Confirmation Order, factual findings, or conclusions of law issued in connection with confirmation of the Plan (including on appeal or in any subsequent proceeding necessary to effectuate the Plan), and no such order, including the Confirmation Order, findings of fact, or conclusions of law shall:

- (a)** be admissible, used as evidence, referenced, or argued as persuasive to the case of the Debtors, any trust formed under this Plan, or any claimant in any Insurance Coverage Action; or
- (b)** have any res judicata, collateral estoppel, or other preclusive effect on any claim, defense, right, or counterclaim of such Insurer that has been asserted or that may be asserted in any current or subsequent litigation concerning any Claim or any Insurance Policy; provided, however, that to the extent an Insurer is or may be a holder of a Class 4a or Class 4b Claim, the portions of the Plan


and Confirmation Order addressing holders of Class 4a or Class 4b Claims shall be binding on such Insurer only in its capacity as a holder of a Class 4a or Class 4b Claim.

Nothing in the Plan or Confirmation Order, including Article XI of the Plan, shall discharge, release, or preclude any liability of the Debtors' Non-Debtor affiliates to any Insurer on account of any Insured Claim or pursuant to any insurance policies, settlement agreements, coverage-in-place agreements or other agreements related to the provision of insurance entered into by or issued to any of the Non-Debtor affiliates.

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Chemtura Canada Co./Cie

By:



Noel C. Blake
Regional Comptroller
Canada and Latin America

Prepared by:

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M. Natasha Labovitz
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Counsel to the Debtors and Debtors in Possession

Exhibit 1

Rights Offering Procedures

Rights Offering Procedures¹

1. Introduction

As set forth in Section 3.3(m)(i)A of the Plan, to the extent that Class 13a for Chemtura Corporation votes to accept the Plan, each holder of a share of common stock or equivalent Interest in Chemtura Corporation (each, an “**Eligible Holder**”) as of the Rights Offering Record Date shall receive the right, but not the obligation, to purchase its Pro Rata share of 7.38 million shares of New Common Stock (the “**Rights Offering**”) exercisable pursuant to the rights offering subscription exercise form, substantially in the form attached as Exhibit 17 to the *Order (A) Fixing Dates and Deadlines Related to Confirmation of the Plan; (B) Approving Procedures for Soliciting And Tabulating the Votes on, and for Objecting to, the Plan; (C) Approving Rights Offering Procedures; and (D) Approving the Manner and Form of Notices and Documents Relating to the Plan* (Docket No. [XX]) (the “**Rights Exercise Form**”). The Rights Exercise Form will be sent to each Eligible Holder 30 days before the deadline established by the Debtors for expiration of the rights offering (the “**Rights Offering Deadline**”). Such Rights Exercise Form will indicate the price per share of New Common Stock (the “**Rights Exercise Price**”) payable in connection with the Rights Offering.

Each Eligible Holder shall have the right to purchase up to its Pro Rata share of New Common Stock (the “**Initial Rights**”) subject to the Rights Offering. Each Eligible Holder’s Pro Rata share will be based upon the following equation:

$$\begin{array}{l} \text{(Shares of common stock or} \\ \text{equivalent Interest held as of the} \\ \text{Rights Offering Record Date)} \end{array} \times 0.03035976^2 = \begin{array}{l} \text{(Maximum Number of Initial Rights -} \\ \text{Round Down to the Nearest Whole Number)} \end{array}$$

In addition, the Rights Exercise Form will provide that Eligible Holders that have exercised their full Pro Rata share of Initial Rights may indicate the amount of additional Rights (the “**Additional Rights**,” and, together with the Initial Rights, the “**Rights**”) that they commit to exercise in the event that the Eligible Holders do not exercise their Initial Rights to purchase all of the New Common Stock available pursuant to the Rights Offering (an “**Under-Subscription**”) as of the Rights Offering Deadline. In the event of an Under-Subscription, Eligible Holders that elected to exercise Additional Rights will be entitled to purchase a number of additional shares of New Common Stock in an amount equal to the number of Additional Rights specified on each Eligible Holder’s Rights Exercise Form; *provided, however*, that in the event that Eligible Holders, in the aggregate, attempt to exercise more Additional Rights than are available for all Eligible Holders electing to exercise Additional Rights, Eligible Holders will only be able to exercise their Pro Rata share of Additional Rights (as determined by the Rights Participation Amounts of all such properly exercising Eligible Holders).

After the Rights Offering Record Date, each Eligible Holder that is a registered holder will be sent a Rights Exercise Form and each nominee (a “**Nominee**”) representing beneficial owners will be sent Rights Exercise Forms for the beneficial owners the Nominee represents, which shall enable such Eligible Holder or Nominee (on behalf of beneficial owners that are Eligible Holders) to elect to purchase New Common Stock. The Rights Exercise Form shall contain related instructions for the proper completion, due execution, and timely delivery of the Rights Exercise Form along with payment by an Eligible Holder or a Nominee (who is responding on behalf of beneficial owners) to the Subscription Agent. **An Eligible Holder’s election to exercise Rights will be binding upon such Eligible Holder and irrevocable.**

¹ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

² Amount calculated by dividing the number of shares of New Common Stock subject to the Rights Offering by the total of all Eligible Holders’ Rights Participation Amounts.

Each Right can be exercised for one share of New Common Stock. No Eligible Holder will be granted or allowed to exercise any fractional Rights.

“Disclosure Statement” means the *Disclosure Statement for the Joint Chapter 11 Plan of Chemtura Corporation et al.*, dated June 17, 2010, as may be modified, amended or supplemented from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan that is prepared, approved by order of the Bankruptcy Court and distributed in accordance with such order of approval.

“Subscription Agent” means Epiq Bankruptcy Solutions, in its capacity as such.

“Rights Offering Record Date” means approximately six business days before the date on which the Debtors first send the Rights Exercise Forms to Eligible Holders pursuant to the terms of the Plan and these Rights Offering Procedures.

“Rights Participation Amount” means, for each Eligible Holder, the amount of the shares of common stock or equivalent Interest listed on the Rights Exercise Form sent to such Eligible Holder, which shall reflect the amount of the Eligible Holder’s shares of common stock or equivalent Interest for voting purposes, or the amount adjudicated in an order of the Bankruptcy Court obtained by the Eligible Holder of the shares of common stock or equivalent Interest at least five days before the Rights Offering Deadline.

Notwithstanding anything contained in the Plan to the contrary, under no circumstances shall any holder of shares of common stock or equivalent Interest that is not entitled to vote on the Plan have any Rights with respect to such shares of common stock or equivalent Interest. Notwithstanding anything contained in the Plan to the contrary, in the event that Class 13a for Chemtura Corporation votes to reject the Plan, under no circumstances shall any holder of shares of common stock or equivalent Interest in Chemtura Corporation have any Rights with respect to such shares of common stock or equivalent Interest, all Rights Exercise Forms received by the Subscription Agent shall be null and void and any payments received by the Subscription Agent will be refunded, without interest, to the Eligible Holders as soon as reasonably practicable after the Effective Date.

Before exercising any Rights, Eligible Holders should read the Disclosure Statement, including the section entitled “Risks Related to the Debtors’ Businesses” and the New Chemtura Total Enterprise Value contained therein.

The issuance of the New Common Stock will be registered under the Securities Act of 1933, as amended, and applicable state, local or foreign laws, or issued without registration in reliance on the exemption set forth in section 1145 of the Bankruptcy Code.

2. Commencement/Expiration of the Rights Offering

The Rights Offering shall commence on the day upon which the Rights Exercise Forms are mailed to Eligible Holders. The Rights Offering shall expire on the Rights Offering Deadline. Each Eligible Holder intending to participate in the Rights Offering must affirmatively elect to exercise its Rights on or prior to the Rights Offering Deadline in accordance with the procedures set forth herein.

3. Exercise of Rights

Exercise of and Payment for Initial Rights

Each Eligible Holder may designate on its Rights Exercise Form whether it wishes to exercise its Initial Rights. For those Eligible Holders holding shares through a Nominee, to exercise its Rights, such Eligible Holder must provide instructions to its bank, broker, or other nominee or agent. The bank, broker, or other nominee or agent, in turn, must then convey the instruction to the Subscription Agent on or before the Rights Offering Deadline through the Automated Subscription Offer Program of The Depository Trust Company (“DTC”).

To exercise its Initial Rights, each Eligible Holder or Nominee on behalf of an Eligible Holder must pay or arrange for payment of the total exercise price to be paid based upon the Rights Exercise Price (the “**Initial Rights Total Exercise Price**”) to the Subscription Agent on or before the Rights Offering Deadline, or payment by DTC to the Subscription Agent.

If the Subscription Agent for any reason does not timely receive from or on behalf of the participating Eligible Holder a duly completed Rights Exercise Form and immediately available funds by wire transfer in an amount equal to the Initial Rights Total Exercise Price for such Eligible Holder, or payment by DTC, such Eligible Holder shall be deemed to have relinquished and waived its Initial Rights.

Exercise of and Payment for Additional Rights

Any Eligible Holder (whether a registered holder or through a Nominee) that exercises all of its Initial Rights may indicate on its Rights Exercise Form how many additional shares of New Common Stock such Eligible Holder wishes to purchase through the exercise of Additional Rights, *provided, however*, that an Eligible Holder shall only be entitled to Additional Rights to the extent that the Rights Offering is Under-Subscribed. Election and payment for Additional Rights must be made at the same time and under the same terms and conditions as the election and payment for Initial Rights.

Disputes, Waivers and Extensions

Any and all disputes concerning the timeliness, viability, form and eligibility of any exercise of Rights shall be addressed in good faith by the Debtors (in consultation with the Creditors’ Committee and the Ad Hoc Bondholders’ Committee), subject to a final and binding determination by the Bankruptcy Court. The Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld), subject to Bankruptcy Court approval, may seek to waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine in good faith to be appropriate, or reject the purported exercise of any Rights. The Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) reserve the right, but are under no obligation, to give notice to any Eligible Holder or Nominee regarding any defect or irregularity in connection with any purported exercise of Rights by such Eligible Holder and the Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) may, but are under no obligation, permit such defect or irregularity to be cured within such time as they may determine in good faith, subject to Bankruptcy Court approval, to be appropriate; *provided, however*, that none of the Debtors, the Creditors’ Committee, the Ad Hoc Bondholders’ Committee or the Subscription Agent shall incur any liability for failure to give such notification.

The Debtors, with the approval of the Bankruptcy Court, may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

Funds

The proceeds of the Rights Offering (the “**Rights Offering Funds**”) will be used to provide \$100 million in Cash (or such lesser amount of proceeds actually achieved, in the event of an Under-Subscription) funding to the Reorganized Debtors to fund distributions pursuant to the Plan.

The Rights Offering Funds shall be deposited and held by the Subscription Agent in escrow pending the Effective Date in an account or accounts (a) which shall be separate and apart from the Subscription Agent’s general operating funds and any other funds subject to any lien or any cash collateral arrangements and (b) which segregated account or accounts will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date. The Subscription Agent shall not use the Rights Offering Funds for any other purpose before the Rights Offering Deadline and shall not encumber or permit the Rights Offering Funds to be encumbered by any lien or similar encumbrance.

Waiver

Each Eligible Holder that participates in the Rights Offering shall be deemed by virtue of such participation, to have waived and released, to the fullest extent permitted under applicable law, all rights, claims or causes of action against the Debtors, the Reorganized Debtors and the Subscription Agent and each of their subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners and representatives arising out of or related to the receipt, delivery, disbursements, calculations, transmission or segregation of Cash, Rights and shares of New Common Stock in connection with the Rights Offering.

4. Transfer Restriction; Revocation

Pursuant to the Plan, the Rights are not transferable independently of the underlying shares of common stock or equivalent Interests from which such Rights arise. Rights may only be exercised by or through the Eligible Holder entitled to exercise such Rights on the Rights Offering Record Date. Any such independent transfer or attempted transfer of the Rights will be null and void and the Debtors will not treat any purported transferee as the holder of any Rights. Once the Eligible Holder has properly exercised its Rights, such exercise will not be permitted to be revoked by such Eligible Holder.

5. Subsequent Adjustments of Additional Rights

If, as of the Rights Offering Deadline, Eligible Holders, in the aggregate, attempt to exercise more Additional Rights than are available for all Eligible Holders electing to exercise Additional Rights, Eligible Holders will only be able to exercise their Pro Rata share of Additional Rights (as determined by the Rights Participation Amounts of all such properly exercising Eligible Holders), and each properly exercising Eligible Holder shall have the Additional Rights which it may exercise reduced on a Pro Rata basis. The difference between the price actually paid by such exercising Eligible Holder and the Eligible Holder's Rights Exercise Price of New Common Stock that such Eligible Holder is entitled to acquire after giving effect to the reduction, if any, shall be refunded, without interest, as soon as reasonably practicable after the Effective Date.

6. Inquiries and Transmittal of Documents; Subscription Agent

The exercise instructions contained in the Rights Exercise Form should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following address and phone number:

Epiq Bankruptcy Solutions
757 Third Avenue, 3rd Floor
New York, New York 10017

The risk of delivery of all documents and payments is on the Eligible Holders electing to exercise their Rights, not the Debtors or the Subscription Agent. If mail is used, it is recommended that a reputable overnight courier or insured registered mail be used and that a sufficient number of days be allowed to ensure delivery to the Subscription Agent before the Rights Offering Deadline.

7. Rights Offering Conditioned Upon Confirmation of the Plan; Reservation of Rights

All exercises of Rights are subject to and conditioned upon the confirmation of the Plan and the occurrence of the Effective Date of the Plan. All exercises of Rights are subject to and conditioned upon Class 13a for Chemtura Corporation voting to accept the Plan.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
CHEMTURA CORPORATION, <i>et al.</i> , ¹	)	Case No. 09-11233 (REG)
Debtors.	)	Jointly Administered

**NOTICE OF ENTRY OF ORDER CONFIRMING THE
JOINT CHAPTER 11 PLAN OF CHEMTURA CORPORATION, *ET AL.***

PLEASE TAKE NOTICE THAT, on [____], the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the *Findings of Fact, Conclusions of Law and Order Confirming the Joint Chapter 11 Plan of Chemtura Corporation, et al.* (the “**Confirmation Order**”) [Docket No. ____]. Among other things, the Confirmation Order confirmed the *Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al. (Confirmation Version)* [Docket No. ____] (the “**Plan**”),² thereby authorizing Chemtura Corporation and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) to implement the Plan in accordance with its terms.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to paragraphs 121-124 of the Confirmation Order, all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court on or before [____, 2010], the date that is 30 days after the date of entry of the Confirmation Order. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Court within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtors or the Reorganized Debtors, the Estates or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order or approval of the Court. All Allowed Claims arising from the rejection of the Debtors’ Executory Contracts or Unexpired Leases shall be classified as Class 4 General Unsecured

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); Chemtura Canada Co./Cie (5047); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

² Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Plan.

Claims against the applicable Debtor and shall be treated in accordance with Article III of the Plan. The deadline to object to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, shall be the later of (a) 90 days following the date on which such Claim was filed and (b) such other period of limitation as may be specifically fixed by an order of the Court for objecting to such Claims.

PLEASE TAKE FURTHER NOTICE THAT any proof of Claim that must be filed with the Court may be filed with the Debtors' notice and claims agent, Kurtzman Carson Consultants LLC, at the address listed below. Proofs of Claim must be actually received by [_____, 2010] and must be delivered via first class U.S. Mail (postage prepaid), in person, by courier service or by overnight delivery. Facsimile and electronic submissions are not acceptable. In addition, copies of the Confirmation Order and the Plan are available (a) upon request to Kurtzman Carson Consultants, LLC by (i) calling the Debtors' restructuring hotline at (866) 967-0261; (ii) visiting the Debtors' restructuring website at: <http://www.kccllc.net/chemtura>; and/or (iii) writing to Chemtura Corporation c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245; or (b) for a fee, via PACER, by visiting <https://ecf.nysb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT the Plan and its provisions are binding on the Debtors, the Reorganized Debtors, any holder of a Claim or Interest and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is Impaired under the Plan and whether or not such holder or Entity voted to accept the Plan.

New York, New York
Dated: [_____] , 2010

/s/ M. Natasha Labovitz

Richard M. Cieri
M. Natasha Labovitz
Craig A. Bruens
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Counsel to the Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
CHEMTURA CORPORATION, <i>et al.</i> , ¹	)	Case No. 09-11233 (REG)
Debtors.	)	Jointly Administered

**NOTICE OF (A) THE OCCURRENCE OF THE EFFECTIVE
DATE UNDER THE JOINT CHAPTER 11 PLAN OF CHEMTURA
CORPORATION, *ET AL.*; (B) ADMINISTRATIVE CLAIM BAR DATE; AND
(C) DEADLINE FOR PROFESSIONALS TO FILE FINAL FEE APPLICATIONS**

PLEASE TAKE NOTICE THAT, on [____], the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the *Findings of Fact, Conclusions of Law and Order Confirming the Joint Chapter 11 Plan of Chemtura Corporation, et al.* (the “**Confirmation Order**”) [Docket No. ____]. Among other things, the Confirmation Order confirmed the *Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al. (Confirmation Version)* [Docket No. ____] (the “**Plan**”),² thereby authorizing Chemtura Corporation and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) to implement the Plan in accordance with its terms.

PLEASE TAKE FURTHER NOTICE THAT copies of the Confirmation Order and the Plan are available (a) upon request to Kurtzman Carson Consultants, LLC by (i) calling the Debtors’ restructuring hotline at (866) 967-0261; (ii) visiting the Debtors’ restructuring website at: <http://www.kccllc.net/chemtura>; and/or (iii) writing to Chemtura Corporation c/o Kurtzman Carson Consultants, LLC, 2335 Alaska Avenue, El Segundo, California 90245; or (b) for a fee, via PACER, by visiting <https://ecf.nysb.uscourts.gov>.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); Chemtura Canada Co./Cie (5047); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

² Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE THAT, on [____], the Effective Date under the Plan occurred.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Article II of the Plan, all requests for payment of Administrative Claims must be filed and served on the Debtors and such other Entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court no later than [____], the date that is the 60th day after the Effective Date. **Holders of Administrative Claims that are required to, but do not, file and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors or Reorganized Debtors or their property and such Administrative Claims shall be deemed discharged as of the Effective Date.** Notwithstanding the foregoing, no request for payment of an Administrative Claim need be filed with respect to an Administrative Claim previously Allowed by Final Order, including all Administrative Claims expressly Allowed under the Plan. For the avoidance of doubt, holders of Administrative Claims which arise and are paid in the ordinary course of business before the Administrative Claims Bar Date are not required to file a request for payment. Additionally, no requests for payment are required for obligations which arise after the Effective Date or obligations that are allowed pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE THAT objections to payment of Administrative Claims, if any, must be filed and served on the Reorganized Debtors and the requesting party no later than [____], the date that is the 90th day after the Effective Date.

PLEASE TAKE FURTHER NOTICE THAT all Professionals or other Entities asserting a Claim for Accrued Professional Compensation for services rendered before the Effective Date must file an application for final allowance of such Claim for Accrued Professional Compensation, and serve that application on the Debtors and the notice parties specified by the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 112], no later than [____], the date that is the 45th day after the Effective Date.

PLEASE TAKE FURTHER NOTICE THAT objections to any Claim for Accrued Professional Compensation must be filed and served on the Reorganized Debtors, the Creditors' Committee, the U.S. Trustee and the requesting party no later than [____], the date that is the 75th day after the Effective Date.

PLEASE TAKE FURTHER NOTICE THAT the Plan and its provisions are binding on the Debtors, the Reorganized Debtors, any holder of a Claim or Interest and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is Impaired under the Plan and whether or not such holder or Entity voted to accept the Plan.

New York, New York
Dated: [____], 2010

/s/ M. Natasha Labovitz
Richard M. Cieri
M. Natasha Labovitz
Craig A. Bruens
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Counsel to the Debtors
and Debtors in Possession

EXHIBIT E

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
ARSH INC	WILDMAN, HARROLD, ALLEN & DIXON LLP C/O PETER TOMERAS 225 WEST WACKER DRIVE SUITE 3000 CHICAGO, IL 60606,USA	COAL TAR PITCH JOINT DEFENSE AGREEMENT	13018	CHEMTURA CORPORATION	JOINT DEFENSE	6/18/2008
DUPONT	E I DU PONT DE NEMOURS AND COMPANY ATTN MIN CHAO 4417 LANCASTER PIKE BMP 23 1352 WILMINGTON, DE 19805	AMENDMENT TO SUPPLY AGREEMENT FOR OXONE MONOPERSULFATE COMPOUND	1767	BIO-LAB, INC.	PURCHASE (RAW MATERIALS)	18-Mar-09
DUPONT	E I DU PONT DE NEMOURS AND COMPANY ATTN BRENDA HEFFELFINGER 4417 LANCASTER PIKE BMP 23 1368 WILMINGTON, DE 19805	SUPPLY AGREEMENT	1768	BIO-LAB, INC.	PURCHASE (RAW MATERIALS)	01-Jan-08
DUPONT	E I DU PONT DE NEMOURS AND COMPANY 1007 MARKET ST WILMINGTON, DE 19898	AGREEMENT	817	CHEMTURA CORPORATION	SALES	01-Dec-05
DUPONT	E I DU PONT DE NEMOURS AND COMPANY 1007 MARKET ST WILMINGTON, DE 19898	FIRST AMENDMENT	818	CHEMTURA CORPORATION	SALES	01-Jan-08

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
DUPONT	E I DU PONT DE NEMOURS AND COMPANY ATTENTION: BRIAN KIPP CHESTNUT RUN PLAZA 702-2007D WILMINGTON, DE 19805	SURETY AND GUARANTY AGREEMENT DATED AS JANUARY 31, 2008 BY CHEMTURA CORPORATION (AS GUARANTOR) IN FAVOR OF E.I. DU PONT DE NEMOURS AND COMPANY	12683	CHEMTURA CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	31-Jan-08
DUPONT	E I DU PONT DE NEMOURS AND COMPANY ATTN GLOBAL BUSINESS DIRECTOR DUPONT FLUOROCHEMICALS CHESTNUT RUN PLZ 702 2310D PO BOX 80702 WILMINGTON, DE 19880-0702	ASSET PURCHASE AGREEMENT BY AND BETWEEN CHEMTURA CORPORATION AND E I DU PONT DE NEMOURS AND COMPANY DATED 12/14/2007	12682	CHEMTURA CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	14-Dec-07
DUPONT	E I DU PONT DE NEMOURS & COMPANY ATTN BRIAN R ENGLER GLOBAL BUS DEV MGR 1007 MARKET ST WILMINGTON, DE 19898	PRELIMINARY MEMORANDUM OF GROUND LEASE BETWEEN GREAT LAKES CHEMICAL CORPORATION AND E.I. DU PONT DE NEMOURS AND COMPANY	19795	GREAT LAKES CHEMICAL CORPORATION	LEASE - REAL PROPERTY	31-Jan-08
DUPONT	E I DU PONT DE NEMOURS AND COMPANY 1007 MARKET ST WILMINGTON, DE 19898 USA	GROUND LEASE E.I. DU PONT DE NEMOURS COMPANY AND GREAT LAKES CHEMICAL CORPORATION	2552	GREAT LAKES CHEMICAL CORPORATION	LEASE - REAL PROPERTY	31-Jan-08
DUPONT	DUPONT	ITEMS HELD FOR DUPONT	2879	GREAT LAKES CHEMICAL CORPORATION	SERVICES	

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
DUPONT	EI DU PONT DE NEMOURS AND COMPANY ATTN BRIAN KIPP CHESTNUT RUN PLZ 702 2007D WILMINGTON, DE 19805	SUPPLY AND PURCHASE AGREEMENT DATED AS OF JANUARY 31, 2008 BY AND BETWEEN GREAT LAKES CHEMICAL CORPORATIONORATION AND E. I. DU PONT DE NEMOURS AND COMPANY	12685	GREAT LAKES CHEMICAL CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	31-Jan-08
DUPONT	EI DU PONT DE NEMOURS AND COMPANY ATTENTION: BRIAN KIPP CHESTNUT RUN PLAZA 702-2007D WILMINGTON, DE 19805	RADIO STATION SHARING AGREEMENT DATED JANUARY 31, 2008 BY AND BETWEEN GREAT LAKES CHEMICAL CORPORATION. AND E. I. DU PONT DE NEMOURS AND COMPANY	12688	GREAT LAKES CHEMICAL CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	31-Jan-08
DUPONT	EI DU PONT DE NEMOURS AND COMPANY ATTN MANAGER CORPORATE REAL ESTATE 1007 MARKET ST WILMINGTON, DE 19898	GROUND LEASE DATED JANUARY 31, 2008 BETWEEN GREAT LAKES CHEMICAL CORPORATIONORATION AND E. I. DU PONT DE NEMOURS AND COMPANY [342 SOUTHFIELD CUTOFF, EL DORADO, ARKANSAS A/K/A CHEMTURA SOUTH	12684	GREAT LAKES CHEMICAL CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	31-Jan-08

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
DUPONT	EI DU PONT DE NEMOURS AND COMPANY ATTN GLOBAL BUSINESS DIRECTOR DUPONT FLUOROCHEMICALS CHESTNUT RUN PLZ 702 2310D PO BOX 80702 WILMINGTON, DE 19880-0702	SITE SERVICES AGREEMENT DATED JANUARY 31, 2008 BETWEEN GREAT LAKES CHEMICAL CORPORATION AND E. I. DU PONT DE NEMOURS AND COMPANY [CHEMTURA SOUTH PLANT, EL DORADO, AR]	12686	GREAT LAKES CHEMICAL CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	31-Jan-08
DUPONT	EI DU PONT DE NEMOURS AND COMPANY ATTENTION: BRIAN KIPP CHESTNUT RUN PLAZA 702-2007D WILMINGTON, DE 19805	CONFIDENTIAL SETTLEMENT AGREEMENT DATED JANUARY 31, 2008 BETWEEN E. I. DU PONT DE NEMOURS AND COMPANY AND GREAT LAKES CHEMICAL CORPORATION	12687	GREAT LAKES CHEMICAL CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	31-Jan-08
GE SILICONES	GE SILICONES ATTN TECHNOLOGY DIRECTOR 260 HUDSON RIVER RD WATERFORD, NY 12188 USA	JOINT DEVELOPMENT AGREEMENT DATED JULY 31 2003 BETWEEN CROMPTON AND GENERAL ELECTRIC COMPANY	12716	CHEMTURA CORPORATION	MERGERS & ACQUISITIONS	31-Jul-03
GE SILICONES	GE SILICONES ATTN GENERAL MANAGER 260 HUDSON RIVER RD WATERFORD, NY 12188 USA	MANUFACTURING AND SERVICES AGREEMENT DATED JULY 31 2003 BETWEEN CROMPTON CORPORATION (MANUFACTURER) AND GENERAL ELECTRIC COMPANY (CUSTOMER)	12714	CHEMTURA CORPORATION	M&A - CREDIT	31-Jul-03

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
GE SILICONES	GE SILICONES ATTN MANAGER OF FINANCE 260 HUDSON RIVER RD WATERFORD, NY 12188 USA	SUBLEASE DATED JULY 31, 2003 BETWEEN CROMPTON CORPORATION, SUBLANDLORD, AND GENERAL ELECTRIC COMPANY, SUBTENANT	12715	CHEMTURA CORPORATION	M&A - LEASE - REAL PROPERTY	31-Jul-03
GE SILICONES INC	GE SILICONES INC ATTN: MANAGER OF FINANCE 260 HUDSON RIVER ROAD WATERFORD, NY 12188	DEFERRED BUSINESS AGREEMENT DATED JULY 31 2003 BETWEEN CROMPTON CORPORATION CROMPTON LTDA AND GE SILICONES INC	12717	CHEMTURA CORPORATION	M&A - CREDIT	31-Jul-03
GE SPECIALTY CHEMICALS INC	GE SPECIALTY CHEMICALS INC ATTN HENRY GIBSON ESQ GE PLASTICS ONE PLASTICS AVE PITTSFIELD_MA_1201	CONSENT TO ASSIGNMENT OF OIL AND GAS LEASE	36900	CHEMTURA CORPORATION	LEASE	
GE SPECIALTY CHEMICALS INC	GE SPECIALTY CHEMICALS INC ATTN HENRY GIBSON ESQ GE PLASTICS ONE PLASTICS AVE PITTSFIELD_MA_01201_USA	SETTLEMENT AGREEMENT	1046	CHEMTURA CORPORATION	PATENT LICENSE	01-Jan-01

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
GE SPECIALTY MATERIALS	GE SPECIALTY MATERIALS ATTN GENERAL COUNSEL 187 DANBURY RD 2ND FL WILTON, CT 06897 USA	PROJECT HOOK - SALE OF CROMPTON CORPORATION'S ORGANOSILICONES BUSINESS TO GENERAL ELECTRIC COMPANY AND SALE OF GENERAL ELECTRIC COMPANY'S SPECIALTY CHEMICALS BUSINESS TO CROMPTON CORPORATION PURCHASE AND EXCHANGE AGREEMENT	12718	CHEMTURA CORPORATION	M&A - CREDIT	24-Apr-03
GE SPECIALTY MATERIALS	GE SPECIALTY MATERIALS ATTN: GENERAL COUNSEL 187 DANBURY ROAD, 2ND FLOOR WILTON, CT 06897 USA	LETTER AGREEMENT DATED JULY 1 2003 AMENDING PURCHASE AND EXCHANGE AGREEMENT WITH RESPECT TO SAP LICENSE, ENVIRONMENTAL HEALTH AND SAFETY COMPLIANCE ISSUES, NANJING JOINT VENTURE, SPECIAL PURPOSE STATEMENT, ADDITIONAL CASH ASSETS, LATIN AMERICAN DEFERRED B	12719	CHEMTURA CORPORATION	M&A - CREDIT	
GENERAL ELECTRIC COMPANY	GENERAL ELECTRIC COMPANY 87 DANBURY ROAD 2ND FLOOR WILTON, CT 06897	PURCHASE AND EXCHANGE AGREEMENT	2292	CHEMTURA CORPORATION	AMENDMENTS	31-Jul-03
GENERAL ELECTRIC COMPANY	GENERAL ELECTRIC COMPANY ATTN LEGAL 3135 EASTON TURNPIKE FAIRFIELD, CT 06828 USA	PURCHASE AND EXCHANGE AGREEMENT	2296	CHEMTURA CORPORATION	PURCHASE (NON-RAW MATERIALS)	24-Apr-03

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
GENERAL ELECTRIC COMPANY	GENERAL ELECTRIC COMPANY ATTN LEGAL 3135 EASTON TURNPIKE FAIRFIELD, CT_06828 USA	TERM SHEET NANJING FACILITY	2297	CHEMTURA CORPORATION	PURCHASE (NON-RAW MATERIALS)	
INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW) AND IT'S LOCAL UNION NO. 963, LOCAL UNION NO. 963,	INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, (UAW) AND IT'S LOCAL UNION NO. 963, UAW 963 RICK RINGMAN 1002 E SOUTH ST	COLLECTIVE BARGAINING AGREEMENT	37000	CHEMTURA	LABOR (UNION)	
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN LEGAL 5955 SCENIC HWY BATON ROUGE, LA 70805-2044	SCHEDULES TO AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT BY CHEMTURA CORPORATION AND LION COPOLYMER LLC DATED 05/16/2007 AND EFFECTIVE 02/03/2007	2345	CHEMTURA CORPORATION	PURCHASE (NON-RAW MATERIALS)	03-Feb-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOLISTON, TX 77070	AMENDED AND RESTATED ASSET AND PURCHASE AND SALE AGREEMENT BY AND AMONG CHEMTURA CORPORATION AND LION COPOLYMER LLC DATED 02/23/2007	12671	CHEMTURA CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	03-Feb-07

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	CELOGEN® SUPPLY AGREEMENT DATED JUNE 29, 2007 BETWEEN CHEMTURA CORPORATION AND LION COPOLYMER GEISMAR, LLC	12672	CHEMTURA CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	29-Jun-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	INTELLECTUAL PROPERTY LICENSE AGREEMENT DATED JUNE 29, 2007 BETWEEN CHEMTURA CORPORATION (AS LICENSOR) AND LION COPOLYMER GEISMAR, LLC (AS LICENSEE) – USE OF INTELLECTUAL PROPERTY DEVELOPED FOR USE IN EPDM/CHEMICAL FOAMING AGENTS BUSINESSES AND NOT TRANSF	12673	CHEMTURA CORPORATION	M&A - PATENT LICENSE	29-Jun-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	MASTER SUPPLY AGREEMENT DATED JUNE 29, 2007 BETWEEN CHEMTURA CORPORATION AND LION COPOLYMER GEISMAR, LLC	12674	CHEMTURA CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	29-Jun-07

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	PATENT LICENSE AGREEMENT DATED JUNE 29, 2007 BETWEEN LION COPOLYMER, LLC (AS LICENSOR) AND CHEMTURA CORPORATION (AS LICENSEE)	12675	CHEMTURA CORPORATION	M&A - PATENT LICENSE	29-Jun-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	PROMISSORY NOTE DATED JUNE 29, 2007 BY LION COPOLYMER GEISMAR, LLC IN FAVOR OF CHEMTURA CORPORATION IN THE PRINCIPAL AMOUNT OF \$16,482,518. FINAL PAYMENT DUE SEPTEMBER 26, 2007.	12676	CHEMTURA CORPORATION	M&A - PATENT LICENSE	29-Jun-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	RAW MATERIALS SUPPLY AGREEMENT BETWEEN CHEMTURA CORPORATION AND LION COPOLYMER GEISMAR, LLC	12677	CHEMTURA CORPORATION	M&A - PURCHASE (NON-RAW MATERIALS)	29-Jun-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUEW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	TRADEMARK LICENSE AGREEMENT DATED JUNE 29, 2007 BETWEEN LION COPOLYMER GEISMAR (AS LICENSOR), LLC AND CHEMTURA CORPORATION (AS LICENSEE) [CELOGEN TRADEMARK]	12678	CHEMTURA CORPORATION	M&A - PATENT LICENSE	29-Jun-07

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN PETER DELEEUW C O LION CHEMICAL CAPITAL LLC 9720 CYPRESSWOOD DR STE 212 HOUSTON, TX 77070	TRANSITION SERVICES AGREEMENT DATED JUNE 29, 2007 BY AND AMONG LION COPOLYMER GEISMAR, LLC, LC SERVICES GEISMAR, LLC, CHEMTURA CORPORATION AND LION COPOLYMER, LLC FOR PURPOSES OF LION INDEMNIFICATION OBLIGATIONS.	12679	CHEMTURA CORPORATION	M&A - PATENT LICENSE	29-Jun-07
LION COPOLYMER GEISMAR LLC	14767 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	SCHEDULES 1.1(K) TO 2.2	36880	CHEMTURA CORPORATION	ENVIRONMENTAL (NON-REACH)	
LION COPOLYMER GEISMAR LLC	14767 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	SCHEDULES 2.2 TO 4.7(A)	36881	CHEMTURA CORPORATION	ENVIRONMENTAL (NON-REACH)	
LION COPOLYMER GEISMAR LLC	14767 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	SCHEDULES 4.7(B) TO 4.13(B)(I)	36882	CHEMTURA CORPORATION	ENVIRONMENTAL (NON-REACH)	
LION COPOLYMER GEISMAR LLC	14767 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	SCHEDULES 4.12(B)(II) TO 12.9(A)	36883	CHEMTURA CORPORATION	ENVIRONMENTAL (NON-REACH)	

DISPUTED CONTRACTS

PARENT NAME	COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	UNIQUE CONTRACT NUMBER	DEBTOR NAME	CONTRACT TYPE	DATED
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN LEGAL 5955 SCENIC HWY BATON ROUGE, LA 70805-2044	AMENDMENT TO AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT BY CHEMTURA CORPORATION AND LION COPOLYMER LLC DATED 05/16/2007 AND EFFECTIVE 02/03/2007		CHEMTURA CORPORATION	PURCHASE (NON- RAW MATERIALS)	29-Jun-07
LION COPOLYMER GEISMAR LLC	LION COPOLYMER LLC ATTN LEGAL 5955 SCENIC HWY BATON ROUGE, LA 70805-2044	AGREEMENT TO AMEND DEEPWELL AGREEMENT		CHEMTURA CORPORATION	PURCHASE (NON- RAW MATERIALS)	13-Mar-08

1 PROOF OF SERVICE
2 STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of San Francisco, State of California. My business address is 333 Bush
5 Street, 30th Floor, San Francisco, CA 94104-2834.

6 On December 30, 2015, I served true copies of the following document(s) described as
7 **PETITION FOR REVIEW AND REQUEST FOR STAY [WATER CODE, SECTIONS**
8 **13320, 13321] [RE: L.A. RWQCB ORDER NO. R4-2015-0246]** on the interested parties in
9 this action as follows:

10 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
11 document(s) to be sent from e-mail address dawn.lyons@sedgwicklaw.com to the persons at the
12 following e-mail addresses **Adrianna M. Crowl** at waterqualitypetitions@waterboards.ca.gov
13 **and at** adrianna.crowl@waterboards.ca.gov. The document(s) were transmitted at or before
14 5:00 p.m. I did not receive, within a reasonable time after the transmission, any electronic
15 message or other indication that the transmission was unsuccessful.

16 **BY FEDEX:** I enclosed said document(s) in an envelope or package provided by FedEx
17 and addressed to the persons at the addresses listed below. I placed the envelope or package for
18 collection and overnight delivery at an office or a regularly utilized drop box of FedEx or
19 delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

20 **Fed Ex Addressed To:**

21 Mr. Mark S. Granger
22 19510 Alameda, LLC
23 19530 Alameda Street
24 Rancho Dominguez, CA 90221

25 Mr. Dok Choe
26 ExxonMobil Environmental Services Company
27 12851 E. 166th Street
28 Cerritos, CA 90703

29 Samuel Unger, P.E.
30 Los Angeles Regional Water Quality Control Board
31 320 West 4th Street, Suite 200
32 Los Angeles, CA 90013

33 I declare under penalty of perjury under the laws of the State of California that the
34 foregoing is true and correct.

35 Executed on December 30, 2015, at San Francisco, California.

36 /s/ Dawn Lyons
37 Dawn Lyons

1 CHEMTURA CORPORATION
KIRSTIN ETELA
2 Associate General Counsel
Litigation, EHSS & RA
3 199 Benson Road
Waterbury, CT 06749
4 Telephone: 203-573-2957
Facsimile: 203-573-3118

5 SEDGWICK LLP
6 SCOTT D. MROZ (Bar No. 111848)
EARL L. HAGSTRÖM (Bar No. 150958)
7 333 Bush Street, 30th Floor
San Francisco, CA 94104-2834
8 Telephone: (415) 781-7900
Facsimile: (415) 781-2635

9 Attorneys for CHEMTURA CORPORATION

10
11 BEFORE THE
12 CALIFORNIA STATE WATER RESOURCES CONTROL BOARD
13

14 In the Matter of the Petition of Chemtura
Corporation for Review and Request for Stay
15 of Action and Failure to Act by the Los
Angeles Regional Water Quality Control Board
16 (Order No. R4-2015-0246).

SWRCB/OCC File _____

MEMORANDUM OF POINTS AND
17 AUTHORITIES IN SUPPORT OF
CHEMTURA'S PETITION FOR REVIEW
AND REQUEST FOR STAY OF ORDER NO.
R4-2015-0246

18
19 On November 30, 2015 the Los Angeles Regional Water Quality Control Board (Regional
20 Water Board) issued Investigative Order No. R4-2015-2046 to Chemtura Corporation
21 ("Chemtura"), formerly known as Witco Corporation, for property located at 19530 Alameda
22 Street, Rancho Dominguez, CA 90221 (the Site). The Order demands that Chemtura and others¹
23 investigate the Site and provide "technical and monitoring reports" to the Regional Water Board.
24 Chemtura has notified the Regional Water Board that Chemtura's alleged obligations and
25 liabilities for the Site under Investigative Order No. R4-2015-2046 were discharged in November
26 2010 by the United States Bankruptcy Court for the Southern District of New York. Chemtura
27

28 _____
¹ ExxonMobil Corporation and 19510 Alameda LLC

1 has concurrently filed a petition with the State Water Resources Control Board (State Board)
2 requesting the State Board stay the Regional Water Board's enforcement of the Order and issue an
3 order rescinding the Order and barring the Regional Water Board from attempting to enforce the
4 Order as to Chemtura.

5 **I. CHEMTURA CORPORATION'S RESPONSIBILITY FOR THE SITE HAS BEEN**
6 **DISCHARGED IN BANKRUPTCY.**

7 On March 18, 2009 (the "Petition Date"), Chemtura and several of its subsidiaries
8 (collectively, the "Debtors") each commenced a case under chapter 11 of title 11 of the United
9 States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), in the United States Bankruptcy
10 Court for the Southern District of New York (the "Bankruptcy Court"). The Debtors' chapter 11
11 cases were jointly administered under case number 09-11233 (REG). On November 3, 2010, the
12 Bankruptcy Court entered an order (the "Confirmation Order") confirming the *Joint Chapter 11*
13 *Plan of Reorganization of Chemtura Corporation, et al.* (the "Plan") [Dkt. No. 4409].

14 Section 1.1.27 of the Plan defines "Claim" as "any claim against a Debtor or, to the extent
15 specifically referenced in the Plan, a Non-Debtor Affiliate, as defined in section 101(5) of the
16 Bankruptcy Code."

17 The Bankruptcy Code's definition of "claim", which is incorporated into the Plan, is
18 "designed to ensure that 'all legal obligations of the debtor, *no matter how remote or contingent,*
19 *will be able to be dealt with in the bankruptcy case.'*" *Cal. Dep't of Health Servs. v. Jensen (In re*
20 *Jensen)*, 995 F.2d 925, 929 (9th Cir. 1993) (emphasis omitted) (citations omitted). This broad
21 definition:

22 performs a vital role in the reorganization process by requiring, in
23 conjunction with the bar date, that all those with a potential call on
24 the debtor's assets, provided the call in at least some circumstances
25 could give rise to a suit for payment, come before the reorganization
26 court so that those demands can be allowed or disallowed and their
27 priority and dischargeability determined.

28 *Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp.*, 266 B.R. 575, 580 (S.D.N.Y. 2001) (citation
omitted).

With respect to any potential environmental liability relating to the Site, the Second Circuit
Court of Appeals has held that a debtor's environmental cleanup obligation is a "claim" under the

1 Bankruptcy Code that arises at that time of the release of contamination, regardless of when such
2 contamination is discovered or ultimately cleaned up. *See In re Chateaugay Corp.*, 944 F.2d 997,
3 1005-1006 (2d Cir. 1991) (assessing cleanup obligations under CERCLA). Notably, any potential
4 liability of Chemtura with respect to the Site could only result from a release that occurred before
5 the Petition Date, because Chemtura had no connections with the Property during or after its
6 chapter 11 case. Accordingly, such potential liability would constitute a claim that arose before
7 the Petition Date and was discharged under the Bankruptcy Code and the Plan.

8 **II. THE REGIONAL WATER BOARD WAS PROVIDED NOTICE OF**
9 **CHEMTURA'S BANKRUPTCY AND FAILED TO FILE A PROOF OF CLAIM**
10 **FOR THE SITE**

11 Chemtura mailed a general notice of the Bar Date to known creditors, including the
12 Regional Water Board. As a supplement to mailing the general Bar Date notice, Chemtura also
13 published notice of the Bar Date in newspapers throughout the country, including the *Los Angeles*
14 *Times*, to reach any potential unknown holders of tort and environmental claims. Notwithstanding
15 the foregoing and its receipt of actual notice of the Bar Date, the Regional Water Board never filed
16 a proof of claim with respect to the Site.²

17 **III. THE REGIONAL WATER BOARD'S FAILURE TO FILE A CLAIM FOREVER**
18 **BARRED THE REGIONAL WATER BOARD FROM ASSERTING A CLAIM OR**
19 **DEMAND AGAINST CHEMTURA**

20 A debtor, in this case Chemtura, must provide its creditors, including the Regional Water
21 Board, with the opportunity to file claims and demands, such as Order No. R4-2015-2046, in the
22 bankruptcy case so that they may be addressed as part of the chapter 11 plan. *See Daewoo Int'l.*
23 *(Am.) Corp. Creditor Trust v. SSTS Am. Corp.*, 2003 WL 21355214, *3 (S.D.N.Y. June 11, 2003).
24 Chemtura did exactly this in its chapter 11 cases. Specifically, on August 21, 2009, the
25 Bankruptcy Court entered an order (the "Bar Date Order"), which required any person or entity
26 asserting a claim that arose against Chemtura or the other Debtors before the Petition Date to file a

26 ² By contrast, the California Department of Toxic Substances Control, the California Regional Water
27 Control Board, Santa Ana Region, the California Regional Water Control Board, San Francisco Bay
28 Region, the State Water Resources Control Board and the Environmental Protection Agency, among other
governmental units, filed numerous proofs of claim in Chemtura's chapter 11 case for alleged
environmental clean-up obligations, and all of such proofs of claim were addressed and resolved in the
chapter 11 case by either objection or settlement.

1 proof of such claim with the Bankruptcy Court on or before October 30, 2009 (the “Bar Date”).
2 [Dkt. No. 992] The Bar Date Order provided that anyone who fails to timely file a proof of claim
3 is forever barred from asserting the claim against the Debtors, including Chemtura. The Regional
4 Water Board failed to file a timely proof of claim; therefore it cannot now demand that Chemtura
5 comply with Order No. R4-2015-0246.

6 **IV. CHEMTURA'S OBLIGATIONS AND LIABILITIES RELATED TO OR ARISING**
7 **OUT OF THE SITE HAVE BEEN DISCHARGED**

8 The Second Circuit’s analysis in *In Re Chateaugay Corp.*, 944 F.2d 977 (2d Cir. 1991)
9 confirms Chemtura’s position with respect to discharge of any liability relating to the Site. In that
10 case, the Second Circuit rejected the EPA’s argument that the debtor (LTV) could not discharge its
11 environmental liabilities at certain environmental sites. The Second Circuit observed:

12 True, EPA does not yet know the full extent of the hazardous waste
13 removal costs that it may one day incur and seek to impose upon
14 LTV, and it does not yet even know the location of all of the sites at
15 which such wastes may yet be found. But the location of these sites,
16 the determination of their coverage by CERCLA, and the incurring
17 of response costs by EPA are all steps that may fairly be viewed, in
18 the regulatory context, as rendering EPA’s claim “contingent,”
19 rather than as placing it outside the Code’s definition of “claim.”

20 *In re Chateaugay Corp.*, 944 F.2d at 1006.

21 Here, just as in *Chateaugay*, the Regional Board was aware of Chemtura and its
22 predecessor companies operations at the Site before the Bar Date and had identified the Site well
23 before the Petition Date. As a result, the Regional Water Board is now enjoined under the
24 Bankruptcy Code and the Plan from pursuing any claims against Chemtura, or seeking to impose
25 any obligations upon Chemtura, with respect to the Site.

26 **V. THE STATE BOARD MUST STAY THE ENFORCEMENT OF ORDER NO. R4-**
27 **2015-0246 AS APPLIED TO CHEMTURA.**

28 **A. Failure to Stay the Order will cause Chemtura Substantial Harm**

The Confirmation Order and the Plan resolved and discharged Chemtura's obligations and
liabilities related to or arising out of the Site. Any attempt by the Regional Water Board to compel

1 Chemtura to expend funds and devote resources³ to comply with the dictates of Order No. R4-
2 2015-0246 would cause substantial financial harm to the employees and shareholders/owners of
3 Chemtura. Furthermore, expending funds and resources to address obligations and liabilities that
4 have been discharged would run counter to and potentially violate the corporate by-laws, which
5 govern Chemtura's operations.

6 **B. A Stay Will not Cause Substantial Harm to the Public or other Interested**
7 **Persons**

8 Regional Water Board Order R4 No.-2015-0246 named Chemtura, ExxonMobil
9 Corporation and 19510 Alameda LLC as "the parties responsible for discharges of waste or the
10 suspected discharges of waste" at the Site. The "Order requires the entities named ... to prepare
11 and submit technical and/or monitoring reports ..." to the Regional Water Board. Staying the
12 Order as applied to Chemtura will not cause substantial harm, or any harm to the public as
13 ExxonMobil and/or 19510 Alameda will be able to undertake the tasks required in the Order and
14 protect the interests of the public. Furthermore, neither ExxonMobil nor 19510 Alameda would
15 suffer substantial harm by staying the Order as to Chemtura as any "Claims" that either may have
16 had against Chemtura would have been adjudicated in the Bankruptcy Proceedings and would
17 have been settled or discharged under the Confirmation Order and the Plan in 2010.

18 **C. Substantial Questions of Law Exist Regarding the Issuance and Enforcement**
19 **of the Order against Chemtura**

20 The Regional Water Board's decision to name Chemtura a responsible party in Order No.
21 R4-2015-0246 and the attempt by the Regional Water Board to enforce the Order, as to Chemtura,
22 has created or will create a conflict between the Water Code and the Confirmation Order and Plan
23 issued by the United States Bankruptcy Court for the Southern District of New York. A stay is
24 necessary to avoid placing Chemtura in the untenable position of having to decide whether to

25 ³ The Order, issued November 30th and received by Chemtura on December 7th, requires extraordinary
26 tasks as early as January 15, 2016, including: "By January 15, 2016, submit a work plan to complete
27 delineation of the horizontal and vertical extent of the affected soil, soil gas, and groundwater, and conduct
28 a quarterly groundwater monitoring and sampling program." (Order, page 4, paragraph 1). The Order goes
on to also require by January 15th a site summary, a conceptual site model (CSM) and a detailed schedule
of implementation. A stay is necessary to avoid substantial harm that Chemtura would incur if it was
required to expend the substantial resources necessary to implement even the preliminary requirements of
the Order.

1 comply with the Confirmation Order and Plan and risk being penalized under the Water Code or
2 violate the Confirmation Order and Plan.

3 DATED: December 30, 2015 SEDGWICK LLP

4
5 By: /s/ Scott D. Mroz

6 Scott D. Mroz
7 Earl L. Hagström
8 Attorneys for Petitioner
9 CHEMTURA CORPORATION
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of San Francisco, State of California. My business address is 333 Bush
Street, 30th Floor, San Francisco, CA 94104-2834.

5 On December 30, 2015, I served true copies of the following document(s) described as
6 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF CHEMTURA'S**
7 **PETITION FOR REVIEW AND REQUEST FOR STAY OF ORDER NO. R4-2015-0246** on
the interested parties in this action as follows:

8 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
document(s) to be sent from e-mail address dawn.lyons@sedgwicklaw.com to the persons at the
9 following e-mail addresses **Adrianna M. Crowl** at waterqualitypetitions@waterboards.ca.gov
10 **and at adrianna.crowl@waterboards.ca.gov** . The document(s) were transmitted at or before
5:00 p.m. I did not receive, within a reasonable time after the transmission, any electronic
message or other indication that the transmission was unsuccessful.

11 **BY FEDEX:** I enclosed said document(s) in an envelope or package provided by FedEx
12 and addressed to the persons at the addresses listed below. I placed the envelope or package for
collection and overnight delivery at an office or a regularly utilized drop box of FedEx or
13 delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

14 **Fed Ex Addressed To:**

15 Mr. Mark S. Granger
19510 Alameda, LLC
19530 Alameda Street
16 Rancho Dominguez, CA 90221

Mr. Dok Choe
ExxonMobil Environmental Services Company
12851 E. 166th Street
Cerritos, CA 90703

17 Samuel Unger, P.E.
18 Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
19 Los Angeles, CA 90013

20 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

21 Executed on December 30, 2015, at San Francisco, California.

22
23 */s/ Dawn Lyons*

24 _____
Dawn Lyons



1 CHEMTURA CORPORATION
KIRSTIN ETELA
2 Associate General Counsel
Litigation, EHSS & RA
3 199 Benson Road
Waterbury, CT 06749
4 Telephone: 203-573-2957
Facsimile: 203-573-3118

5 SEDGWICK LLP
SCOTT D. MROZ (Bar No. 111848)
6 EARL L. HAGSTRÖM (Bar No. 150958)
333 Bush Street, 30th Floor
7 San Francisco, CA 94104-2834
8 Telephone: (415) 781-7900
Facsimile: (415) 781-2635

9 Attorneys for CHEMTURA CORPORATION

10
11 BEFORE THE
12 CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

13 In the Matter of the Petition of Chemtura
Corporation for Review and Request for Stay
14 of Action and Failure to Act by the Los
Angeles Regional Water Quality Control Board
15 (Order No. R4-2015-0246).

SWRCB/OCC File: _____
DECLARATION OF KIRSTIN ETELA IN
SUPPORT OF PETITION FOR REVIEW
AND REQUEST FOR STAY
[WATER CODE, SECTIONS 13320, 13321]
[RE: L.A. RWQCB ORDER NO. R4-2015-
0246]

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19 I, Kirstin Etela, declare:

20 1. I am Associate General Counsel, Litigation, EHSS & RA, for Chemtura Corporation,
21 and on its behalf I make this declaration in support of Chemtura Corporation's petition for review
22 and request for stay of Los Angeles Regional Water Quality Control Board Order No. R4-2015-
23 0246 issued by the Los Angeles Regional Water Quality Control Board on or about November 30,
24 2015. I have personal knowledge of each and all of the facts stated in this declaration.

25 2. Petitioner Chemtura Corporation (Chemtura or Petitioner) petitions the State
26 Water Resources Control Board (State Water Board) to review the provisions and
27 requirements of Order No. R4-2015-0246 issued by the Los Angeles Regional Water Quality
28 Control Board and the Regional Water Board's other actions or inactions, and to stay the



1 Regional Water Board's implementation and enforcement of the Order as to Chemtura.
2 Chemtura objects to the provisions and requirements of Order No. R4-2015-0246 as they are
3 alleged to apply to Chemtura at the former WITCO facility located at 19530 Alameda Street,
4 Rancho Dominguez, CA 90221 (SCP NO. 0562, SITE ID No. 2040095 (the Site)).
5 Chemtura's responsibility for the Site has been discharged in Bankruptcy. A copy of
6 Chemtura's letter to the Regional Water Board, which sets forth the basis for the discharge in
7 Bankruptcy, is attached as Exhibit A.

8 3. There will substantial harm to petitioner Chemtura if a stay is not granted. The
9 requirements of the Order are substantial and unwarranted, given the Bankruptcy discharge. The
10 Order, issued November 30th and received by Chemtura on December 7th, requires extraordinary
11 tasks as early as January 15, 2016, including: "By January 15, 2016, submit a work plan to
12 complete delineation of the horizontal and vertical extent of the affected soil, soil gas, and
13 groundwater, and conduct a quarterly groundwater monitoring and sampling program." (Order,
14 page 4, paragraph 1). The Order goes on to also require by January 15th a site summary, a
15 conceptual site model (CSM) and a detailed schedule of implementation. A stay is necessary to
16 avoid substantial harm that Chemtura would incur if it was required to expend the substantial
17 resources necessary to implement even the preliminary requirements of the Order, resources which
18 Chemtura is barred from expending pursuant to the discharge of any obligations it may have had,
19 by the United States Bankruptcy Court for the Southern District of New York in November 2010.

20 4. There will be no substantial harm to other interested persons and to the public interest
21 if a stay is granted. Chemtura was discharged from all obligations relating to or arising out of the
22 Site by the Confirmation Order and the Plan. The Bar Date Order required any person or entity
23 asserting a claim that arose against Chemtura or the other Debtors before the Petition Date to file a
24 proof of such claim with the Bankruptcy Court on or before October 30, 2009. The Bar Date Order
25 also provided that any person or entity who failed to timely file a proof of claim was forever
26 barred from asserting the claim against the Debtors, including Chemtura. The Regional Water
27 Board was provided notice of the Bankruptcy proceedings and the Bar Date. The Regional Water
28

1 Board neither filed a proof of claim nor an objection. As such, the Regional Water Board's action
2 is barred and improper. The Regional Water Board's Order No. R4 2015-2046 must be withdrawn
3 and rescinded as to Chemtura. Other interested persons remain potentially responsible under the
4 Order, thus no substantial harm to the public interest will occur if the stay is granted.

5 5. Substantial questions of law exist with regard to the authority of the Regional Water
6 Board to issue or enforce Order No. R4-2015-0246 as to Chemtura in light of the discharge of all
7 of Chemtura's alleged responsibility and liability for the Site by the United States Bankruptcy
8 Court for the Southern District of New York in November 2010. The Regional Water Board's
9 decision to name Chemtura a responsible party in Order No. R4-2015-0246 and the attempt by the
10 Regional Water Board to enforce the Order has or will create a conflict between the Water Code
11 and the Confirmation Order and Plan issued by the United States Bankruptcy Court for the
12 Southern District of New York. A stay is necessary to avoid placing Chemtura in the untenable
13 position of having to decide whether to comply with the Confirmation Order and Plan and risk
14 being penalized under the Water Code or violate the Confirmation Order and Plan.

15 6. Chemtura sold the Site in 1996 and Chemtura's records indicate that the remediation
16 work at the site was near completion in the early 2000's, pending final input from the Regional
17 Board. Subsequently, Chemtura transitioned the work on the site to others in 2009, in conjunction
18 with the Bankruptcy. The other parties are named in the Order. In addition, based on the Regional
19 Water Board's allegations, it appears that the conditions the Regional Water Board is concerned
20 about are the result of operations that took place on site subsequent to Chemtura's sale of the
21 property in 1996; thus, Chemtura is not a responsible party with respect to the current conditions.

22 7. Chemtura also files a Statement of Points and Authorities in support of this petition
23 concurrently as required by title 23, section 2050(a)(7) of the California Code of Regulations.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 30th day of December, 2015.

4 

5
6 By: _____
7 Kirstin Etela
8 Associate General Counsel
9 CHEMTURA CORPORATION
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO**

3 At the time of service, I was over 18 years of age and not a party to this action. I am
4 employed in the County of San Francisco, State of California. My business address is 333 Bush
5 Street, 30th Floor, San Francisco, CA 94104-2834.

6 On December 30, 2015, I served true copies of the following document(s) described as
7 **DECLARATION OF KIRSTIN ETELA IN SUPPORT OF PETITION FOR REVIEW AND
8 REQUEST FOR STAY [WATER CODE, SECTIONS 13320, 13321] [RE: L.A. RWQCB
9 ORDER NO. R4-2015-0246]** on the interested parties in this action as follows:

10 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
11 document(s) to be sent from e-mail address dawn.lyons@sedgwicklaw.com to the persons at the
12 following e-mail addresses **Adrianna M. Crowl** at waterqualitypetitions@waterboards.ca.gov
13 **and at adrianna.crowl@waterboards.ca.gov** . The document(s) were transmitted at or before
14 5:00 p.m. I did not receive, within a reasonable time after the transmission, any electronic
15 message or other indication that the transmission was unsuccessful.

16 **BY FEDEX:** I enclosed said document(s) in an envelope or package provided by FedEx
17 and addressed to the persons at the addresses listed below. I placed the envelope or package for
18 collection and overnight delivery at an office or a regularly utilized drop box of FedEx or
19 delivered such document(s) to a courier or driver authorized by FedEx to receive documents.

20 **Fed Ex Addressed To:**

21 Mr. Mark S. Granger
22 19510 Alameda, LLC
23 19530 Alameda Street
24 Rancho Dominguez, CA 90221

25 Mr. Dok Choe
26 ExxonMobil Environmental Services Company
27 12851 E. 166th Street
28 Cerritos, CA 90703

29 Samuel Unger, P.E.
30 Los Angeles Regional Water Quality Control Board
31 320 West 4th Street, Suite 200
32 Los Angeles, CA 90013

33 I declare under penalty of perjury under the laws of the State of California that the
34 foregoing is true and correct.

35 Executed on December 30, 2015, at San Francisco, California.

36 */s/ Dawn Lyons*

37 Dawn Lyons