

Presentment Date & Time: June 11, 2009 at 12:00 P.M. (ET)  
Objection Deadline: June 11, 2009 at 11:30 A.M. (ET)

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Meredith A. Lahaie (ML-1008)

*Counsel for the Official Committee of Unsecured Creditors*

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

-----X  
In re: : Chapter 11  
: :  
Chemtura Corporation, *et al.* : Case No. 09-11233 (REG)  
: :  
Debtors. : (Jointly Administered)  
-----X

**NOTICE OF PRESENTMENT OF THE APPLICATION OF THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF  
CHEMTURA CORPORATION, *ET AL.*, FOR ENTRY OF AN  
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION  
OF THE GARDEN CITY GROUP, INC. AS THE COMMITTEE'S  
INFORMATION AGENT *NUNC PRO TUNC* TO MARCH 31, 2009**

PLEASE TAKE NOTICE that upon the annexed Application of the Official Committee of Unsecured Creditors (the "Committee") of Chemtura Corporation, et al. (collectively, the "Debtors"), for entry of an order authorizing the employment and retention of The Garden City Group, Inc. as the Committee's information agent *nunc pro tunc* to March 31, 2009 (the "Application"), the undersigned will present the attached proposed order to the Honorable Robert E. Gerber, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York (the "Court") for approval and signature on **June 11, 2009 at 12:00 p.m. (ET).**

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Application must comply with the Bankruptcy Rules and the Local Rules of the United States Bankruptcy Court for the Southern District of New York, must be set forth in a writing describing the basis therefor and must be filed with the Court electronically in accordance with General Orders M-182 and M-193 by registered users of the Court's electronic case filing system (the User's Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website of the Court) and, by all other parties in interest, on a 3 ½ inch disk, preferably in Portable Document Format (PDF), WordPerfect or any other Windows-based word processing format (with a hard copy delivered directly to Chambers) and served in accordance with General Order M-182 or by first-class mail upon each of the following: (i) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Daniel H. Golden, Esq. and Philip C. Dublin, Esq.; (ii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn.: Susan Golden, Esq.; and (iii) counsel for the Debtors, Kirkland & Ellis LLP, Citigroup Center, 153 East 53rd Street, New York, New York 10022, Attn.: M. Natasha Labovitz, Esq.; so as to be received no later than **11:30 a.m. (ET) on June 11, 2009.**

PLEASE TAKE FURTHER NOTICE that unless a written objection to the Application, with proof of service, is filed with the Clerk of the Court by **11:30 a.m. (ET) on June 11, 2009**, there will not be a hearing and the order may be signed.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed, the Court will hear the Application, along with any written objection timely received, on a date to be determined at the United States Bankruptcy Court for the Southern District of New York,

Honorable Robert E. Gerber, United States Bankruptcy Judge, One Bowling Green, New York, New York 10004-1408, 6th Floor. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: May 27, 2009  
New York, New York

Respectfully submitted,

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ Daniel H. Golden  
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*Counsel for the Official Committee of Unsecured Creditors*

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

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: In re: : Chapter 11  
: :  
: Chemtura Corporation, *et al.* : Case No. 09-11233 (REG)  
: :  
: Debtors. : (Jointly Administered)  
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**APPLICATION OF THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS OF CHEMTURA  
CORPORATION, *ET AL.* FOR ENTRY OF AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF THE  
GARDEN CITY GROUP, INC. AS THE COMMITTEE'S  
INFORMATION AGENT *NUNC PRO TUNC* TO MARCH 31, 2009**

The Official Committee of Unsecured Creditors (the "Committee") of Chemtura Corporation ("Chemtura") and its affiliated debtors and debtors in possession (collectively, the "Debtors"), by and through its counsel, Akin Gump Strauss Hauer & Feld LLP ("Akin Gump"), submits this application (the "Application"), pursuant to sections 105(a), 1102(b)(3)(A) and 1103(c) of title 11 of the United States Code (the "Bankruptcy Code") for entry of an order (the "Order"), attached hereto as Exhibit A, authorizing the Committee's employment and retention of The Garden City Group, Inc. ("GCG") as information agent (the "Information Agent") for the Committee in connection with the Debtors' chapter 11 cases *nunc pro tunc* to March 31, 2009. In support of this Application, the Committee submits the Affidavit of Jeffrey S. Stein, Vice

President of GCG (the “Stein Affidavit”), which is annexed hereto as Exhibit B. In further support of the Application, the Committee respectfully represents as follows:

### **JURISDICTION**

1. This Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

2. On May 27, 2009, the Committee filed a Stipulation and Agreed Order Between the Committee and the Debtors Regarding Creditor Access to Information Pursuant to Bankruptcy Code sections 105(a), 1102(b)(3)(A) and 1103(c) (the “Information Protocol Stipulation”). (Docket No. 451).

### **RELIEF REQUESTED**

#### ***Services to be Provided***

3. By this Application, the Committee seeks entry of an order pursuant to Bankruptcy Code section 105, 1102(b)(3) and 1103 authorizing the employment and retention of GCG as its Information Agent.<sup>1</sup> The Committee requires the services of GCG in order to comply with its obligations under Bankruptcy Code section 1102(b)(3), which provides that:

- A committee appointed under subsection (a) shall –
- (A) provide access to information for creditors who –
    - (i) hold claims of the kind represented by that committee; and
    - (ii) are not appointed to the committee;
  - (B) solicit and receive comments from the creditors described in subparagraph (A); and

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<sup>1</sup> 11 U.S.C. § 1103 provides, in pertinent part, that “...a committee appointed under section 1102 of this title...may select and authorize the employment by such committee of...agents, to represent or perform services for such committee.” 11 U.S.C. § 1103(a).

- (C) be subject to a court order that compels any additional report or disclosure to be made to the creditors described in subparagraph (A).

11 U.S.C. § 1102(b)(3).

4. The Committee believes that the retention of GCG to assist the Committee in complying with its obligations under Bankruptcy Code section 1102(b)(3) will add to the effective administration of the chapter 11 cases (the “Chapter 11 Cases”) and reduce the overall expense of administering these cases. GCG will undertake, *inter alia*, the following actions and procedures:

- (a) Establish and maintain an Internet-accessed website (the “Committee Website”) that provides, without limitation:
  - (1) a link or other form of access to the website maintained by the Debtors’ notice, claims and balloting agent at [www.kccllc.net/chemtura](http://www.kccllc.net/chemtura), which shall include, among other things, the case docket and claims register;
  - (2) highlights of significant events in the Chapter 11 Cases;
  - (3) a calendar with upcoming significant events in the Chapter 11 Cases;
  - (4) a general overview of the chapter 11 process;
  - (5) press releases (if any) issued by the Committee or the Debtors;
  - (6) a registration form for creditors to request “real-time” updates regarding the Chapter 11 Cases via electronic mail;
  - (7) a form to submit creditor questions, comments and requests for access to information;
  - (8) responses to creditor questions, comments and requests for access to information; provided, that the Committee may privately provide such responses in the exercise of its reasonable discretion, including in the light of the nature of the information request and the creditor’s agreement to appropriate confidentiality and trading constraints;
  - (9) answers to frequently asked questions;

- (10) links to other relevant websites;
- (11) the names and contact information for the Debtors' counsel and restructuring advisor(s); and
- (12) the names and contact information for the Committee's counsel and financial advisor(s);

(b) Distribute updates regarding the Chapter 11 Cases via electronic mail for creditors that have registered for such service on the Committee website; and

(c) Establish and maintain a telephone number and electronic mail address for creditors to submit questions and comments.

### ***GCG's Qualifications***

5. GCG is particularly well suited to perform the foregoing tasks. In the normal course of its business, GCG is often called upon to create websites for the purpose of providing access to information for creditors. GCG is well qualified to provide unsecured creditors with access to information in connection with the Chapter 11 Cases. Large chapter 11 cases in which GCG has been retained and created websites to provide creditors access to information include:

- *Calpine Corp.*, Case No. 05-60200 (BRL) (Bankr. S.D.N.Y.)
- *Bally Total Fitness of Greater New York, Inc.*, Case No. 08-14814 (BRL) (Bankr. S.D.N.Y.)
- *Kimball Hill, Inc.*, Case No. 08-10095 (SPS) (Bankr. N.D. Ill.)
- *Leiner Health Products Inc.*, Case No. 08-10446 (KJC) (Bankr. D. Del.)
- *TOUSA, INC.*, Case No. 08-10928 (JKO) (Bankr. S.D. FL)
- *Propex Inc.*, Case No. 08-10249 (JCC) (Bankr. E.D. Tenn.)
- *WCI Communities, Inc.*, Case No. 08-11643 (KJC) (Bankr. D. DE.)
- *LandAmerica 1031 Exchange Services, Inc.*, Case No. 08-35995 (KRH) (Bankr. E.D. VA.)
- *Victory Memorial Hospital*, Case No. 06-44387 (CEC) (Bankr. E.D.N.Y.)
- *Boyd's Collection, Ltd.*, Case No. 05-43793 (DWK) Bankr. D. Md.)
- *O'Sullivan Industries, Inc.*, Case No. 05-83049 (CRM) (Bankr. N.D. Ga.)
- *Flintkote Company*, Case No. 04-11300 (JFK) (Bankr. D. Del.)
- *Sure Fit, Inc.*, Case No. 04-11495 (BRL) (Bankr. S.D.N.Y.)
- *Hawaiian Airlines*, Case No. 03-00817 (RFJ), (Bankr. D. HI)
- *General Media, Inc.* Case No. 03-15078 (SMB) (Bankr. S.D.N.Y.)
- *HQ Global*, Case No. 02-10760 (MFW) (Bankr. D. Del.)
- *Federal-Mogul*, Case No. 01-10578 (AMW) (Bankr. D. Del.)

As such, GCG is well qualified to prepare the Committee Website and to assist the Committee in providing the Debtors' unsecured creditors with access to information in connection with the Chapter 11 Cases as required by the Information Protocol Stipulation.

***Terms of Retention***

6. GCG shall be compensated by the Debtors' estates for professional services rendered on behalf of the Committee in connection with the Chapter 11 Cases in accordance with the provisions of the retention agreement (and pricing schedule annexed thereto) (together, the "Retention Agreement") by and between the Committee and GCG, a copy of which is annexed hereto as Exhibit C.

7. The Committee respectfully submits that the rates charged by GCG are fair and reasonable and have been negotiated with the Committee. The Committee believes that engaging GCG is the most cost efficient manner for the Committee to comply with the requirements of section 1102(b)(3) in that the billing rates of GCG are considerably less than those of the attorneys for the Committee. Since the function served by GCG is administrative in nature, the Committee believes there will be a significant cost savings which ultimately inures to the benefit of the Debtors' estates and their creditors, thereby eliminating the administrative burden of maintaining the Committee Website from the attorneys for the Committee.

8. As the fees and expenses to be incurred by GCG under the proposed engagement will be administrative in nature, the Committee submits that (a) GCG should be exempt from the Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals (Docket No. 112) and (b) this Court should authorize the Debtors to compensate GCG on a monthly basis in accordance with the terms and conditions of the Retention Agreement, upon GCG's submission to the Committee, the Debtors and the United States

Trustee of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith.

9. In addition, the Committee requests that the Committee, the Debtors and the United States Trustee shall have ten (10) days to advise GCG of any objections to the monthly invoices. If an objection cannot be resolved, the Committee will schedule a hearing before this Court to consider the disputed invoice. Unless advised of an objection, the Debtors shall pay each GCG invoice within thirty (30) days after the receipt of the invoice, in the ordinary course of business. If an objection is raised to a GCG invoice, the Debtors will remit to GCG only the undisputed portion of the invoice and, if applicable, will pay the remainder to GCG upon the resolution of the dispute or as directed by the Court.

***GCG's Disinterestedness***

10. Based upon the Stein Affidavit, sworn to on May 26, 2009, annexed hereto as Exhibit B and incorporated herein by reference, to the best of GCG's knowledge, except as may be set forth in the Stein Affidavit, GCG has and represents no interest adverse to the interests of the Committee or the Debtors' estates and the Committee believes that GCG's employment will be in the best interests of the unsecured creditors which the Committee represents.

11. As set forth in the Stein Affidavit, GCG is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code.

12. To the extent that GCG discovers any new relevant facts or relationships bearing on the matters described herein during the period of its retention, GCG will supplement the Stein Affidavit.

**WAIVER OF MEMORANDUM OF LAW**

13. Because the relevant facts and law are detailed herein, the Committee respectfully requests that the Court waive the requirement that the Committee file a separate memorandum of

law in support of the Application, but the Committee reserves the right to file a brief in reply to any objection to this Application.

#### **NOTICE**

14. No trustee or examiner has been appointed in these Chapter 11 Cases. Notice of this Application has been given to: (i) the Office of the United States Trustee for the Southern District of New York; (ii) counsel to the Debtors; (iii) counsel to the agent for the Debtors' postpetition lenders; (iv) counsel to the agent for the Debtors' prepetition lenders; (v) the indenture trustee for each of the Debtors' outstanding note and debenture issuances; (vi) those parties that have requested notice pursuant to Bankruptcy Rule 2002; (vii) the Internal Revenue Services; (viii) the Environmental Protection Agency; and (ix) the Securities and Exchange Commission. Based on the foregoing, the Committee respectfully submits that no further notice is needed.

#### **NO PRIOR REQUEST**

15. No prior application for the relief sought in this Application has been made to this or any other court in connection with the Chapter 11 Cases.

WHEREFORE, the Committee respectfully requests that the Court enter the Order, annexed hereto as Exhibit A, and award such other and further relief as this Court deems to be just, proper and equitable.

Dated: New York, NY  
May 27, 2009

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ Daniel H. Golden  
Daniel H. Golden  
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Meredith A. Lahaie  
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*Counsel for the Official Committee of  
Unsecured Creditors*

**EXHIBIT A**

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

-----X  
: :  
In re: : Chapter 11  
: :  
Chemtura Corporation, *et al.* : Case No. 09-11233 (REG)  
: :  
Debtors. : (Jointly Administered)  
-----X

**ORDER AUTHORIZING  
EMPLOYMENT AND RETENTION OF THE GARDEN CITY  
GROUP, INC. AS INFORMATION AGENT FOR THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS CHEMTURA  
CORPORATION, *ET AL. NUNC PRO TUNC TO MARCH 31, 2009***

Upon the application (the “Application”) dated May 27, 2009 of the Official Committee of Unsecured Creditors (the “Committee”) of Chemtura Corporation, *et al.* (collectively, the “Debtors”) for entry of an order pursuant to 11 U.S.C. §§ 105(a), 1102(b)(3) and 1103(c) authorizing the employment and retention of The Garden City Group, Inc. (“GCG”), as information agent for the Committee, *nunc pro tunc* to March 31, 2009, to, among other things, create a website for the purpose of providing access to information to creditors; and upon the consideration of the Affidavit of Jeffrey S. Stein (the “Stein Affidavit”) attached to the Application as Exhibit B; and pursuant to the retention agreement (and pricing schedule annexed thereto) (together, the “Retention Agreement”) by and between the Committee and GCG, a true and correct copy of which is attached to the Application as Exhibit C; and it appearing that the relief requested is in the best interests of the Committee, the Debtors’ estates and their creditors; and the Court being satisfied that GCG has the capability and experience to provide such services for which it is to be retained by the Committee and that GCG does not hold an interest adverse to the Debtors’ estates respecting the matters upon which GCG is to be engaged; and the

Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied based on representations made in the Stein Affidavit that GCG does not hold or represent an interest adverse to the Debtors' estates; and good and sufficient notice of the Application having been given; and no other or further notice being required; and sufficient cause appearing therefor; it is

**ORDERED**, that the Committee is authorized to employ and retain GCG as its information agent in accordance with the terms and conditions set forth herein and in the Retention Agreement; and it is further

**ORDERED**, that GCG will undertake, *inter alia*, the following actions and procedures:

- (a) Establish and maintain an Internet-accessed website (the "Committee Website") that provides, without limitation:
- (1) a link or other form of access to the website maintained by the Debtors' notice, claims and balloting agent at [www.kccllc.net/chemtura](http://www.kccllc.net/chemtura), which shall include, among other things, the case docket and claims register;
  - (2) highlights of significant events in the Chapter 11 Cases;<sup>1</sup>
  - (3) a calendar with upcoming significant events in the Chapter 11 Cases;
  - (4) a general overview of the chapter 11 process;
  - (5) press releases (if any) issued by the Committee or the Debtors;
  - (6) a registration form for creditors to request "real-time" updates regarding the Chapter 11 Cases via electronic mail;

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<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Application.

- (7) a form to submit creditor questions, comments and requests for access to information;
- (8) responses to creditor questions, comments and requests for access to information; provided, that the Committee may privately provide such responses in the exercise of its reasonable discretion, including in the light of the nature of the information request and the creditor's agreement to appropriate confidentiality and trading constraints;
- (9) answers to frequently asked questions;
- (10) links to other relevant websites;
- (11) the names and contact information for the Debtors' counsel and restructuring advisor(s); and
- (12) the names and contact information for the Committee's counsel and financial advisor(s);

(b) Distribute the updates regarding the Chapter 11 Cases via electronic mail for creditors that have registered for such service on the Committee Website; and

(c) Establish and maintain a telephone number and electronic mail address for creditors to submit questions and comments; and it is further

**ORDERED**, that without further order of the Court, the Debtors are authorized and directed to compensate GCG on a monthly basis in accordance with the terms and conditions of the Retention Agreement, upon GCG's submission to the Committee, the Debtors and the United States Trustee of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith; and it is further

**ORDERED**, that the Committee, the Debtors and the United States Trustee shall have ten (10) days to advise GCG of any objections to the monthly invoices. If an objection is raised to a GCG invoice, the Debtors will remit to GCG only the undisputed portion of the invoice and, if applicable, will pay the remainder to GCG upon the resolution of the dispute within thirty (30) days of receipt of an invoice. All objections that are not resolved by the parties shall be

preserved and presented to the Court by the objecting party at the next interim or final fee application hearing to be heard by the Court; and it is further

**ORDERED**, that, the fees and expenses GCG incurs in the performance of its services shall be treated as an administrative expense of the Debtors' chapter 11 estates and be paid by the Debtors in the ordinary course of business without further application to this Court; provided, however, that to the extent that fees and expenses are disallowed by this Court, GCG shall not be entitled to an administrative expense for such disallowed fees and expenses; and it is further

**ORDERED**, that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: \_\_\_\_\_, 2009  
New York, New York

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**HONORABLE ROBERT E. GERBER**  
**UNITED STATES BANKRUPTCY JUDGE**

**EXHIBIT B**

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

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

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**AFFIDAVIT OF JEFFREY S. STEIN IN  
SUPPORT OF THE APPLICATION OF THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF THE  
GARDEN CITY GROUP, INC. AS THE COMMITTEE’S  
INFORMATION AGENT *NUNC PRO TUNC* TO MARCH 31, 2009**

Jeffrey S. Stein, being duly sworn, deposes and says:

1. I am a Vice President of The Garden City Group, Inc. (“GCG”) and I am authorized to make and submit this affidavit on behalf of GCG. This affidavit is submitted in support of the application (the “Application”) of the Official Committee of Unsecured Creditors (the “Committee”) of Chemtura Corporation, *et al.* (collectively, the “Debtors”) seeking entry of an order authorizing the employment and retention of GCG as the Committee’s information agent (the “Information Agent”) *nunc pro tunc* to March 31, 2009. The statements contained herein are based upon personal knowledge.

2. GCG is one of the country’s leading chapter 11 administrators with expertise in noticing, claims processing, balloting administration and distribution. In the normal course of its business, GCG is often called upon to create websites for the purpose of providing access to information to creditors. GCG is well qualified and experienced to provide the Committee and unsecured creditors with access to information in connection with these cases, having previously been retained as a communications agent in Bally

Total Fitness of Greater New York, Inc., Case No. 08-14818 (BRL) (Bankr. S.D.N.Y.); In re Calpine Corporation, Case No. 05-60200 (BRL) (Bankr. S.D.N.Y.); In re Kimball Hill, Inc., Case No. 08-10095 (SPS) (Bankr. N.D. Ill.); In re TOUSA, Inc., Case No. 08-10928 (JKO) (Bankr. S.D. Fla); In re Propex Inc., Case No. 08-10249 (JCC) (Bankr. E.D. Tenn.); In re VeraSun Energy Corporation, Case No. 08-12606 (BLS) (Bankr. D. DE.); In re WCI Communities, Inc., Case No. 08-11643 (KJC) (Bankr. D. DE.); In re SemCrude, L.P., Case No. 08-11525 (BLS) (Bankr. D. DE.); In re Pierre Foods, Inc., Case No. 08-11480 (KG) (Bankr. D. DE.); In re LandAmerica 1031 Exchange Services, Inc., Case No. 08-35995 (KRH) (Bankr. E.D. VA.); and In re Victory Memorial Hospital, Case No. 06-44387 (CEC) (Bankr. E.D.N.Y.). In addition, GCG has been retained as the noticing and claims agent and created websites to provide access to information to creditors in the following cases: In re Star Tribune Holdings Corporation, Case No. 09-10244 (RDD); In re Lenox Sales, Inc., Case No. 08-14679 (ALG); In re Our Lady of Mercy Medical Center, Case No. 07-10609 (REG) (Bankr. S.D.N.Y.); In re New York Racing Association Inc., Case No. 06-12618 (JMP) (Bankr. S.D.N.Y.); In re Sure Fit, Inc., Case No. 04-11495 (BRL) (Bankr. S.D.N.Y.); In re General Media, Inc., Case No. 03-15078 (SMB) (Bankr. S.D.N.Y.); In re Dice Inc., Case No. 03-10877 (BRL) (Bankr. S.D.N.Y.); In re Interbank Funding Corp., Case No. 02-41590 (BRL) (Bankr. S.D.N.Y.); In re Nations Flooring, Case No. 01-16342 (CB) (Bankr. S.D.N.Y.); In re Galey & Lord, Case No. 02-40445 (ALG) (Bankr. S.D.N.Y.); In re PSINet Consulting Solutions Holdings, Case No. 01-14916 (REG) (Bankr. S.D.N.Y.); In re NTL, Case No. 02-41316 (ALG) (Bankr. S.D.N.Y.); In re Regus Business Centre Corp., Case No. 03-20026 (ASH) (Bankr. S.D.N.Y.); In re Supplements LT Inc., Case No. 08-10446 (KJC) (Bankr. D. Del.); In re Diamond Glass, Inc., Case No.

08-10601 (CSS) (Bankr. D. Del.); In re ProRhythm, Inc., Case No. 07-11861 (KJC) (Bankr. D. Del.); In re Flintkote Company, Case No. 04-11300 (JKF) (Bankr. D. Del.); In re HQ Global, Case No. 02-10760 (MFW) (Bankr. D. Del.); In re Federal-Mogul, Case No. 01-10578 (AMW) (Bankr. D. Del.); In re ACandS, Inc., Case No. 02-12687 (RJN) (Bankr. D. Del.); In re Copperfield Investments LLC, Case No. 07-71327 (JBR) (Bankr. E.D.N.Y.); In re Zurich Depository Corp., Case No. 07-71352 (JBR) (Bankr. E.D.N.Y.); In re Brunswick Hospital Center, Inc., Case No. 05-88168 (MLC) (Bankr. E.D.N.Y.); In re Photocircuits Corporation, Case No. 05-89022 (SB) (Bankr. E.D.N.Y.); In re MetroTec Communications, Inc., Case No. 05-20953 (DEM) (Bankr. E.D.N.Y.); In re Allou Distributors Inc., Case No. 03-82321 (MLC) (Bankr. E.D.N.Y.); In re CyberRebate.com, Case No. 01-16534 (CEC) (Bankr. E.D.N.Y.); In re Boyds Collection, Ltd., Case No. 05-43793 (DWK) (Bankr. D. Md.); In re O’Sullivan Industries, Inc., Case No. 05-83049 (CRM) (Bankr. N.D. Ga.); In re United Producers, Inc., Case No. 05-55272 (CMC) (Bankr. SD. Ohio); In re Automotive Professionals, Inc., Case No. 07-6720 (CAD) (Bankr. N.D. Ill.); In re Gateway HomeCare, Inc., Case No. 03-17457 (JPC) (Bankr. N.D. Ill.); In re Romacorp, Inc., Case No. 05-86818 (BJH) (Bankr. N.D. Tex.); and In re Hawaiian Airlines, Case No. 03-00817 (RJF) (Bankr. D. HI.).

3. The Committee selected GCG to serve as the Information Agent for these cases, as set forth in more detail in the Application filed contemporaneously herewith. In connection with its proposed retention by the Committee in these cases, GCG undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or hold or represent an interest adverse to the Debtors. In connection with this inquiry, GCG obtained the names of certain interested parties (the “Conflicts

List”) from Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”), counsel to the Committee, and conducted a thorough conflicts analysis based on that Conflicts List, which is attached hereto as Schedule 1.

4. To the best of my knowledge, neither GCG, nor any of its professional personnel, have any relationship with the Committee or the Debtors that would impair GCG’s ability to serve as the Information Agent. GCG does have relationships with some of the Debtors’ creditors, but they are in matters completely unrelated to these cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator. GCG’s assistance in cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notices and other administrative functions in class actions. GCG has working relationships with certain of the professionals retained by the Committee or the Debtors and other parties herein, but such relationships are completely unrelated to these chapter 11 cases. I have been advised that Angela Ferrante, a Director at GCG, is an attorney formerly associated with Akin Gump. Ms. Ferrante was employed by Akin Gump from May 2003 through December 2006. I have also been advised that, while employed at Akin Gump, Ms. Ferrante did not work on any matters involving the Debtors (in fact, Ms. Ferrante was no longer employed by Akin Gump when the Debtors filed their respective chapter 11 petitions). In addition, GCG personnel may have relationships with some of the Debtors’ creditors; however, such relationships are of a personal financial nature and completely unrelated to these chapter 11 cases. GCG has and will continue to represent clients in matters unrelated to these cases and has had and will

continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these cases.

5. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. I am advised that Crawford & Company has no material relationship with the Committee and the Debtors, and while it may have rendered services to certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Committee in these cases.

6. GCG is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, directors, officers or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

7. GCG has not been retained to assist any entity or person other than the Committee on matters relating to, or in connection with, these chapter 11 cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any entity or person other than the Committee in these cases. GCG may, however, provide professional services to entities or persons that may be creditors or parties in interest in these cases, which services do not relate to, or have any direct connection with, these cases, the Committee or the Debtors.

8. It is GCG's understanding that the Debtors shall compensate GCG for professional services rendered in connection with these cases in accordance with the provisions of the retention agreement and pricing schedule annexed thereto by and between the Committee and GCG, a true and correct copy of which is attached to the Application as Exhibit C thereto. Payments are to be based upon the submission to the Debtors by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month.

*Jeffrey S. Stein*

Sworn and subscribed to  
before me this 26<sup>th</sup> day  
of May, 2009

*Nancy Formica*  
Notary Public

NANCY FORMICA  
Notary Public, State of New York  
No. 01FO4933172  
Qualified in Queens County  
My commission expires August 8, 2010

**Schedule 1**

## SCHEDULE 1

### PARTIES SEARCHED IN THE CONFLICT DATABASE

#### Debtors and Debtors' Affiliates

Chemtura Corporation  
A&M Cleaning Products, Inc.  
Agro St Inc  
Anderol. Inc.  
Aquaterra Engineering, Inc  
Assured Insurance Company  
Bayrol Deutschland GmbH  
Biolab Australia Pty. LTD.  
CNK Disposition Corp  
CA 008 038 266 PTY LTD  
Chemtrura Specialties Ecuador SA  
CK Holding Corporation  
Crompton Corporation, SA de CV  
Energieprojecten Gemeente-energiebedrijf Amsterdam EPA B.V.  
GLCC  
Great Lakes Chemical Corporation  
Great Lakes Europe Unltd.  
Great Lakes Holding  
Gt Seed Treatment, Inc  
Gulf Stabilizers Industries Sales FZCO  
Gustafson International Company  
Hatco Corp  
Homecare Labs, Inc  
Hydrotech Chemical Corporation  
Interbel Trading, Inc  
Kaufman Holdings Corporation  
Kem International Corporation  
Kem Manufacturing Corporation  
Lc Geismar Services, LLC  
Lokar Enterprises, Inc  
Pooltime GmbH  
Recreational Water Products Inc  
Trace Chemicals LLC  
Uniroyal Chemical  
Veolia Water  
Witco Europe Investment Partners  
Wrl of Indiana, Inc.  
9056-0921 Quebec Inc.  
A&M Cleaning Products LLC  
Anderol Italia Srl  
Antimony Products (PTY) Ltd.  
Aqua Clear Industries LLC

ASCK Inc.  
ASEPSIS Inc.  
Asia Stabilizers Co. Ltd.  
Baxenden Chemicals Ltd.  
Baxenden Scandinavia AS  
Bayrol France SAS  
Bayrol Iberica SA  
Bayrol Scandinavia AS  
BioLab Australia Pty. Ltd.  
Bio-Lab Canada Inc.  
BioLab Company Store LLC  
BioLab Franchise Co. LLC  
Bio-Lab Inc.  
BioLab Textile Additives LLC  
BioLab UK Ltd.  
BLSA Industries (Pty) Ltd.  
Blue Systemes SAS  
Certis Europe BV  
Chemol Reszvenytarsasag International  
Chemtura Manufacturing Germany GmbH  
Chemtura (HK) Holding Co. Ltd.  
Chemtura (Pty) Ltd.  
Chemtura (Thailand) Ltd.  
Chemtura Australia Pty. Ltd.  
Chemtura Chemicals (Nanjing) Co. Ltd.  
Chemtura Chemicals India Pte. Ltd.  
Chemtura Colombia Ltda.  
Chemtura Corp. Mexico S de RL de CV  
Chemtura Europe d.o.o.  
Chemtura Europe Ltd.  
Chemtura Holding Co. Inc.  
Chemtura Hong Kong Ltd.  
Chemtura Industria Quimica da Brasil Ltda.  
Chemtura Italy SRL  
Chemtura Japan Ltd.  
Chemtura Korea Inc.  
Chemtura LLC  
Chemtura Management GmbH  
Chemtura NV  
Chemtura Quimica Argentina SACI  
Chemtura Sales Mexico S de RL de CV  
Chemtura Sales UK Ltd.  
Chemtura Shanghai Co. Ltd.  
Chemtura Singapore Pte. Ltd.  
Chemtura Specialties Ecuador SA  
Chemtura Taiwan Ltd.  
Chemtura Technology Belgium NV  
Chemtura Vermögensverwaltungs GmbH & Co. KG  
Chemtura Verwaltungs GmbH  
CNK Chemical Realty Corp.

CPC Bayrol Ltd.  
Crompton & Knowles of Canada Ltd.  
Crompton & Knowles Receivables Corp.  
Crompton (Uniroyal Chemical) Registrations Ltd.  
Crompton Chemicals BV  
Crompton Colors Inc.  
Crompton Corp. Ltda.  
Crompton Europe Financial Services Co.  
Crompton Financial Holdings  
Crompton Holding Corp.  
Crompton Inc.  
Crompton Ireland Investment Co. Ltd.  
Crompton Kazakhstan LLP  
Crompton Monochem Inc.  
Crompton Overseas BV  
Crompton SA  
Crompton Servicios SA de CV  
Crompton Specialties Asia Pacific Pte. Ltd.  
Crompton Specialties Ltd.  
Crompton Specialties Sdn. Bhd.  
Crompton Specialties Shanghai Co. Ltd.  
DiaKhem Technologies LLC  
Estech GmbH & Co. KG  
Estech Managing GmbH  
GLCC Laurel de Mexico SA de CV  
GLCC Mexico Holdings Inc.  
GLLC Laurel LLC  
Great Lakes Chemical (Far East) Ltd.  
Great Lakes Chemical (Netherlands) BV  
Great Lakes Chemical (S) Pte Ltd  
Great Lakes Chemical Global Inc.  
Great Lakes Chemical Konstanz GmbH  
Great Lakes Holding (Europe) AG  
Great Lakes Trading Co. Inc.  
Great Lakes Vermögensverwaltungs GmbH & Co. KG  
Gulf Stabilizers Industries Ltd.  
Hatco Advanced Technologies Corp.  
HomeCare Labs Inc.  
Interbayrol AG  
ISCI Inc.  
Isofoam Ltd.  
Laurel Industries Holdings Inc.  
Monochem Inc.  
MPC SARL  
Nanjing Crompton Shuguang Organosilicon Specialties Co. Ltd.  
Naugatuck Treatment Co.  
Niagara Insurance Co. Ltd.  
NPC Services Inc.  
Penn Specialty Chemicals Inc.  
Poolbrite (SA) (Pty) Ltd.

PT Crompton Indonesia  
QO Chemicals GmbH  
QO Chemicals Inc.  
Recreational Water Products Inc.  
Rubicon LLC  
Sonneborn Crompton Sodium Joint Venture BV  
Tetrabrom Technologies Ltd.  
Unimers India Ltd.  
Uniroyal Chemical Co. Ltd.  
Uniroyal Chemical SA  
Uniroyal Chemical Sarl  
Uniroyal Chemical Taiwan Ltd.  
Weber City Road LLC

**5% Shareholders**

FMR LLC  
Barclays Global Investors NA  
Heartland Advisors Inc.  
Nasgovitz, William J.  
ICC Capital Management

**Indenture Trustees**

Bank of New York  
JP Morgan Trust Co.  
Manufacturers & Traders Trust Co.  
US Bank NA  
Wells Fargo Bank NA

**Landlords**

Ashley Conyers LLC  
BMR-Landmark at Eastview LLC  
Centerpoint 300 LLC  
Cobalt Industrial REIT USA  
Dauby O'Connor & Zaleski  
Duke 1725 N Brown Rd.  
Duke Realty LP  
First Industrial LP  
Flavin Realty  
Gwinnett Industries Inc.  
Harrison French Development LLC  
L&S Management Co. Inc.  
Lucido, Sam  
Lynch, Dalls G  
Lyondell Chemical Co.  
MPM Silicones LLC  
Norfolk Southern Corp.  
Old Towne Enterprises LLC  
PenCo LLC

Preston Park 2004 LLC  
Progenics Pharmaceuticals Inc.  
T&R Properties

**Lenders**

ABN Amro Bank NV  
ABN Amro Bank NV, Canada Branch  
Banca Intesa SpA, New York Branch  
Intesa SanPaolo SpA  
Banca Nazionale del Lavoro SpA, New York Branch  
Bank of America NA  
Bank of America NA, Canada Branch  
Bank of Tokyo-Mitsubishi Trust Co., The  
Bank of Tokyo-Mitsubishi UFJ Ltd., The  
Bank of Tokyo-Mitsubishi UFJ Trust Co.  
UFJ Bank Ltd.  
BNP Paribas  
Calyon, New York Branch  
Citibank NA  
Citibank NA, Canada Branch  
Commerzbank AG, Grand Cayman Branch  
Commerzbank AG, New York Branch  
Credit Suisse, Cayman Islands Branch  
Credit Suisse, Toronto Branch  
Deutsche Bank AG, New York Branch  
ING Capital LLC  
Morgan Stanley Bank  
Northern Trust Co., The  
Royal Bank of Scotland plc, The  
Sumitomo Mitsui Banking Corp.  
Wachovia Bank NA

**Litigants**

Albemarle Corp.  
Bayer CropScience  
Canadian Government  
Citrus & Allied Essences Ltd.  
JAM Transportation  
Quala Systems Inc.  
Quality Carriers Inc.  
Spartech Polycom Inc.  
Tricor Refining LLC  
Asbury, Dixie, Estate of  
Batteese, Norma  
Brown, Arthur  
Campbell, Charles  
Campbell, Natoma  
Cooper, Emmet

Corona, Maria  
Couser, Lola  
Dudley, Nancy Lee  
Dunbar, Josephine  
Dunbar, Paul  
Feldkamp, Pamela  
Feldkamp, Ronald  
Fults, Elizabeth  
Geile, Karen  
Green, Wade  
Herrera, Francisco  
Kovaly, John  
Lane, Carolyn  
Loring, James  
Mancia, Victor  
Millar, Donna  
Millar, Mark  
Mills, Jimmy  
Mills, Marlene  
Monroe, Janet  
Ortiz, Irma Rosa  
Pate, Doris  
Patton, Dennis  
Patton, Lori  
Powell, Donald  
Powell, Kelly  
Riley, Dawn  
Riley, Robert  
Robinson, Debra  
Robinson, Linda  
Robinson, Michael  
Roth, Jill  
Smith, Karen  
Smith, William  
Solis, Gerardo  
Stephens, Don  
Stetler, Amy  
Stetler, Kurt  
Stubbs, Doris  
Turnbough, Sara  
Watson, Louis  
Whiteside, Marjorie  
Williams, Phoebe

**Officers & Directors**

Anderson, Carol V.  
Andrews, Nigel D.T.  
Crownover, James W.  
DeGoul, Eric

Dickey, David G.  
Flaherty, Billie S.  
Forsyth, Stephen C.  
Fox, Robert A.  
Garden, Edward P.  
Hale, Martin M.  
Headrick, Roger L.  
Mahoney, Kevin  
Moon, Lloyd N.  
Piccolo, C.A. "Lance"  
Rogerson, Craig A.  
Swiech, Alan M.  
Wedinger, Robert S.  
Wesson, Bruce F.  
Higidon, Leo I., Jr.  
McDaniel, Gregory E.  
Meadows-Smith, Marcus  
Nichols, Mack G.  
Osar, Karen R.  
Proops, Jay D.  
Schesfky, Lynn A.  
Shainman, Barry J.  
Vagnini, Michael F.  
Wisnefsky, Eric C.  
Wood, Robert L.  
Yeaw, Gary P.

### **Debtors' Professionals**

Access Litigation Support Services LLC  
Advantage Document Services Inc.  
Alston & Bird LLP  
Amec Geomatrix Inc.  
Babst Calland Clements & Zomnir PC  
Baker & Daniels LLP  
Baker & McKenzie LLP  
Barrett Twomey Broom Hughes & Hooke LLP  
Bass Berry Sims plc  
Blanton Rice Sidwell Nickell Cozean & Collins LLC  
Bradley Arant Boult Cummings LLP  
Carella Byrne Bain Gilfillan Cecchi Stewart & Olstein PA  
Carmody & Torrance LLP  
CCPIT Patent & Trademark Law Office, Beijing  
ChemRisk Inc.  
Chisenhall Nestrud & Julian PA  
Cohen & Grigsby PC  
Curney Garcia Farmer Pickering & House PC  
Davis Brown Koehn Shors & Roberts PC  
Day Pitney LLP  
DLA Piper US LLP

Donald Randall & Donald  
Environ International Corp.  
Fios Inc.  
Fowler White Boggs Banker PA  
Friday Eldredge & Clark LLP  
FTI Consulting Inc.  
Garan Luow Miller PC  
Gradient Corp.  
Greenberg Traurig PA  
H&J Corporate Services Ltd.  
Herold & Haines PA  
Heyl Royster Voelker & Allen PC  
Howrey LLP  
Hoyle Fickler Herschel & Mathes LLP  
Hunton & Williams LLP  
K&L Gates LLP  
Kacal Adams & Law PC  
Kean Miller Hawthorne D'Armond McCowan & Jarman  
Kerr Russell & Weber plc  
Kilpatrick Stockton LLP  
Kirkland & Ellis LLP  
Kutak Rock LLP  
Latham & Watkins LLP  
Lavery De Billy  
LawyerLink LLC  
LECG LLC  
Lemle & Kelleher LLP  
Littler Mendelson PC  
Locke Reynolds LLP  
MacLeod Dixon LLP  
Maddox Nix Bowman & Zoeckler  
Manko Gold Katcher & Fox LLP  
Maron Marvel Bradley & Anderson PA  
Martin & Obermaier LLC  
Master Data Center, Detroit  
Mayer Brown LLP  
McKenna Long & Aldridge LLP  
Mitchell Williams Selig Gates & Woodyard PLLC  
Nexsen Pruet LLC  
Nixon Peabody LLP  
Nolan & Heller LLP  
Ogilvy Renault LLP  
O'Melveny & Myers LLP  
Phelps Dunbar LLP  
Pillsbury Winthrop Shaw Pittman LLP  
Pullman & Comley LLC  
Quattlebaum Grooms Tull & Burrow PLLC  
Rembolt Ludtke LLP  
Roberts Mlotkowski Safran & Cole PC  
Robinson & Cole LLP

Robison Curphey & O'Connell LLC  
RTP Environmental Associates Inc.  
Schnader Harrison Segal & Lewis LLP  
Sedgwick Detert Moran & Arnold LLP  
Skadden Arps Slate Meagher & Flom LLP  
Spilman Thomas & Battle PLLC  
Steptoe & Johnson PLLC  
Stuart & Branigin LLP  
Thacher Proffitt & Wood LLP  
Thompson Hine LLP  
Torres Cantu & Aliseda PC  
Trial Partners  
Troutman Sanders LLP  
Weil Gotshal & Manges LLP  
WeirFoulds LLP  
Werner Ayers LLP  
Wildman Harrold Allen & Dixon LLP  
Winston & Strawn LLP  
WolfBlock LLP  
Wooden & McLaughlin  
Allen & Overy LLP  
Aon Insurance Managers (USA) Inc.  
Aon Risk Services of New York  
Bank of America  
Merrill Lynch  
Bankers Trust Co.  
Best & Best Krieger LLP  
Citibank Nevada  
Conestoga-Rovers & Associates Inc.  
Debevoise & Plimpton LLP  
Deloitte Tax LLP  
Environmental Management Services  
Environmental Resources Management Inc.  
Ernst & Young LLP  
Exponent Inc.  
Ice Miller LLP  
Johnson Lambert & Co. LLP  
KPMG LLP  
Locke Liddell & Sapp LLP  
MB Financial Bank NA  
Richard W Genetelli CPA PC  
Ryan & Co. Inc.  
Safepharm Laboratories Ltd.  
Safety Kleen Corp.  
Safety Kleen Systems Inc.  
Sexton, Michael Hunter  
Urquhart-Dykes & Lord LLP  
Watson Wyatt & Co.  
Kurtzman Carson Consultants  
Lazard

Togut, Segal & Segal LLP  
Alvarez & Marsal Inc.

**Vendors**

AcidChem (USA) Inc.  
AG Processing Inc.  
Air Products & Chemicals Inc.  
Akzo Nobel NV  
Albemarle Corp.  
All-Con World Systems  
Allen & Overy LLP  
American Chemistry Council Inc.  
American International Chemical  
American Peat Technology LLC  
Ampal Inc.  
Arch Chemicals Inc.  
Arizona Chemical Co. LLC  
Arkema Inc.  
Arnett HMO  
Ashland Chemical Co. Inc.  
ATS Staffing of Atlanta Inc.  
ATTS Inc.  
Automotive Rentals Inc.  
Avi Nash LLC  
Baker Hughes Inc.  
Bancroft Bag Inc.  
Bankers Trust  
Barex World Trade Corp.  
BASF Corp.  
Ciba Corp.  
Baxter-Harriss Co. Inc.  
Bayer Cropscience LP  
Bayer Material Science  
Beacon Systems  
BearingPoint Inc.  
Berenfield Containers Inc.  
Bleyhl Farm Service Inc.  
Bold Formulators LLC  
BP Energy Co.  
Brenntag Midsouth Inc.  
Brenntag Specialties Inc.  
Buckman Laboratories Corp.  
Cabb GmbH  
Carbone of America Corp  
Caremark  
Carrier Rental Systems  
Carringers Inc., The  
Cefic  
Centro Inc.

ChemTreat Inc.  
Chemical Services Ltd.  
Chevron Phillips Chemical Co. LP  
China Haohua Chemical (Group) Corp.  
Cisco Systems Capital Corp.  
Citibank Nevada  
Citizens For Fire Safety Institute  
CKS Packaging Inc.  
Clariant Corp.  
Clean Harbors Inc.  
Clearon Corp.  
Cleveland Steel Container Corp.  
Coams Inc.  
Cocochem USA LLC  
Cognis Corp.  
Compass Chemical International  
Conestoga-Rovers & Associates Inc.  
Consolidated Murchison Ltd.  
Contract Packaging Inc.  
Covalence Specialty Coatings  
Croda Inc.  
Crompton Inc.  
Crossmark Retail Services  
CSC Consulting Inc.  
Deloitte Tax LLP  
Delta American Corp.  
Delta Dental  
Delta Terminal Services Inc.  
Desicare Inc.  
DLA Piper US LLP  
Dolphin IT-Project & Consulting Corp.  
Dow Chemical  
Duke Realty LP  
East West Manufacturing LLC  
Eastman Chemical Financial Corp.  
EI Dupont De Nemours & Co.  
El Dorado & Wesson Railway Co.  
El Dorado Valve & Gauge LLC  
Elite International Transport Inc.  
Elizabethtown Gas  
Elm Press Inc.  
Energy Solutions  
Entergy Corp.  
Environmental Management Services  
Environmental Resources Management Inc.  
Erco Worldwide Commerce  
Ernst & Young LLP  
Eutec Chemical Co. Ltd.  
Everlight Chemical  
Exxon Mobil Chemical Co.

Falco Lime Inc.  
Flexsys America LP  
Flowsolve FSD Corp.  
FMC Corp.  
FMC Corp., Lithium Division  
Foam Partner Swiss-Tex Inc.  
Gallagher Bassett Services Inc.  
General Chemical Corp.  
General Steel Drum Corp.  
Geographics Inc.  
Graphic Packaging International  
Greenleaf Treatment Services  
Greif Inc.  
Grom Associates Inc.  
Gulf Stabilizers Industries  
Gwinnett Industries Inc.  
Hach Co.  
Harlan Laboratories Ltd.  
Haviland Products Co.  
Hayward Industries Inc.  
Headcount Management Inc.  
HFG Engineering US Inc.  
Highland Industrial Park Inc.  
Holland Co. Inc.  
Holly Oak Chemical Inc.  
Horsehead Corp.  
Hoyer (USA) Inc.  
Huntsman Polyurethanes  
IAP Inc.  
IBC NA Clawson  
Inchem Corp.  
Industrial Chemicals Inc.  
Ineos US Intermediate Finance  
Information Resources Inc.  
Intarome Fragrance & Flavor Co.  
Intellog LLC  
Intermodal Research  
International Equipment Leasing Inc.  
Interstate Chemical Co. Inc.  
Invista SARL  
Jaci Carroll Staffing  
Japit Inc.  
Jed Pool Tools Inc.  
Jeffries Machine Co.  
Jiangsu Yabang  
John Ingram Inc.  
Johnson Controls Inc.  
Jones Hamilton Co.  
Kamps Pallets  
Kannar Earth Sciences Pty. Ltd.

Katten Muchin Rosenman LLP  
Kaufman Container Co. Inc.  
Kforce Inc.  
King Technology Inc.  
KMCO LP  
Korex Chicago  
KPMG LLP  
Kyowa Hakko USA Inc.  
L&S Management Co. Inc.  
Lanxess Corp.  
Laps For CF Inc.  
Lazer Spot Inc.  
Lee Hecht Harrison LLC  
Leschaco Inc.  
Long's Roofing & Sheet Metal Inc.  
Lonza Inc.  
Lyondell Chemical Co.  
Mac Equipment Inc.  
Magna-Kron Corp.  
Master Data Center  
Maxim Flexpac Inc.  
McKernan Packaging  
Meadwestvaco Calmar Inc.  
Meglobal Americas Inc.  
Meredith Corp.  
Merrill Lynch  
MG Maher & Co Inc.  
Microsoft Services  
Milam Oil Corp.  
Mitsui & Co. (USA) Inc.  
Morgan Lewis & Bockius LLP  
Mussop Inc.  
Natural Chemistry Inc.  
Nisso America Inc.  
NSC Systems Inc.  
NYSE Market Inc.  
Occidental Chemical Corp.  
Ocean Computer  
Odyssey Logistics & Technology Corp.  
Ongweoweh Corp.  
Oracle USA Inc.  
Orrex Plastic Co. LLC  
Ouchi Shinko Chemical Industrial Co. Ltd.  
Oxea Corp.  
Oxford Global Resources Inc.  
Package Supply & Equipment Co.  
Packaging Corp. of America  
Patrick Products Inc.  
PBI/Gordon Corp.  
Perstorp Polyols Inc.

Petrin Corp.  
Piedmont National Corp.  
Pira International  
Plastican Inc.  
Plastiflex North Carolina LLC  
PMC Biogenix Inc.  
PMI Inc.  
Polytop  
Posimat  
Power Marketing & Printing  
PPG Industries Inc.  
Praxair Inc.  
Preston Park 2004 LLC  
Pride Solvents & Chemical Co.  
Procter & Gamble Distributing Co.  
Prudential  
PTRL West Inc.  
Pullman & Comley LLC  
Quality Solutions Group  
Reagent Chemical & Research Inc.  
Reliant Energy Solutions  
Reliastar Life Insurance Co.  
RepcO Inc.  
Rexam Beauty & Closures  
Rhodia Inc.  
Rianlon International Groups Ltd.  
Richard W Genetelli CPA PC  
Rimex Supply Ltd.  
Rionlon (Tianjin) Chemical Co. Ltd.  
RJH Trading Ltd.  
Rock Tenn  
Rubicon  
Sabic LP US LLC  
Sapient Corp.  
Schuetz Container System (Shanghai)  
Sears Holding Co.  
Securitas Security Services USA Inc.  
Sedgwick Detert Moran & Arnold LLP  
Shell Chemical LP  
Shell Chemicals Americas Inc.  
Shikoku Chemicals Corp.  
Shirley Hollywood & Associates  
Shuang Bang Industrial Corp.  
SI Group Inc.  
Sinon Corp.  
SkillSoft Corp.  
Smith Fibercast  
Smurfit Stone Container  
Solutia Inc.  
Solvay Chemicals Inc.

Sonneborn Inc.  
Southern Garrett LLC  
Southern Ionics Inc.  
St. Charles Parish (LA)  
Stolthaven Houston Inc.  
Sun Petrochemicals Co.  
Sunoco Inc.  
Supply Force Co. LLC  
Synasia Inc.  
Synthesia  
Taminco Inc.  
Tangoe Inc.  
TDC LLC  
Terminal Warehouse Inc.  
Tetra Technologies  
Thermo Labsystems  
Thermphos International BV  
TK Supplies  
TM Deer Park Services  
Tomark Industries Inc.  
Townsend Polymer Service & Info  
Transportation Solutions Inc.  
Trigon Chemie GmbH  
Trilogy Leasing Co. LLC  
Triplex Inc.  
Turner Industries Group LLC  
Union Tank Car Co.  
Univar USA Inc.  
Universal Cooperatives Inc.  
US Borax Inc.  
US Security Associates Inc.  
USA Container Co. Inc.  
USI Real Estate Brokerage Serv Inc.  
UTI Integrated Logistics  
Valterra Products Inc.  
Vanchlor Catalysts LLC  
Vandemark Chemical Inc.  
Vendavo Inc.  
Venomix Inc.  
Vision Service Plan  
Volunteer Pastilles  
VOTG Tanktainer GmbH  
Wildman Harrold Allen & Dixon LLP  
Woodside Recycling & Disposal Facility  
WR Grace & Co.  
WS Packaging Group Inc.  
Xi'an Yuanfar International Trade  
Yash Technologies Inc.  
Meyers

## **Foreign Vendors**

ADM International SARL  
Adpo Group  
Agros SA  
Air Liquide UK Ltd.  
Albemarle Corp.  
Arkema Ltd.  
Ashland Canada Corp.  
Astana-Nan Ltd.  
Atul Europe Ltd.  
Azur Chimie SAS  
Baerlocher Italia SPA  
BASF AG  
BASF Corp.  
CIBA Lampertheim GmbH  
Bayer Corp.  
Schering AG  
Bolckmans Immo NV  
Borealis Polymers Oy  
Bosecom KFT  
Bouwcenter Floris  
Bromine Compounds Ltd.  
Bruno Bock  
Bulkhaul Ltd.  
Bundeskasse Trier  
Canada Receiver General  
Certis Europe BV  
Chemark KFT  
Constellation NewEnergy Canada  
De Sangosse Ltd.  
Deloitte & Touche  
DSM Fine Chemicals Austria GmbH  
Dupont Hungary Ltd.  
Ecotecna SRL  
E.ON Benelux NV  
Erdgas Sudbayern GmbH  
Ertisa Great Britain Ltd.  
Evonik Oxeno GmbH  
Exel Europe Ltd.  
Faci SPA  
Febex SA  
FMC Foret SA  
Gowan  
Hexion Specialty Chemicals  
Huntsman  
ICC Handels AG  
Imperial Oil  
Ineos Phenol GmbH & Co Kg  
Invista (International) SARL

Jiangsu Yabang  
Jurgen Schmidt Chemievertretung  
KPMG Management Consulting  
KPMG Meijburg En Co.  
Kuehne+Nagel SRL  
Lanxess Deutschland GmbH  
Lonza SPA  
Lubrizol UK Ltd.  
Lyondell Chemie Nederland BV  
Marenzana SPA-Trasporti  
Mediofactoring SPA  
Mepura Metallpulvergesellschaft mbH  
Mercer Human Resource Consulting  
Merisol UK Ltd.  
Momentive Performance Materials  
Nanjing Jingmei Chemical Co. Ltd.  
Neill & Brown (Shipping) Ltd.  
Odyssey Logistics & Technology  
Odyssey Logistics Europe BVBA  
Peas BV  
Pezzotta Luciano Autotrasporti  
Polimeri Europa SPA  
Renolit AG  
Sabic UK Petrochemicals Ltd.  
Sasol-Huntsman GmbH & Co. KG  
Schutz (UK) Ltd.  
Scottish & Southern Energy Supply  
Shandong Haihua Tianji  
Shangyu Lixin Chemical Co. Ltd.  
Shuang Bang Industrial Corp.  
SI Group-Switzerland GmbH  
Sonneborn Inc.  
Special Materials Co.  
Sumitomo Chemical Agro Europe  
Supplyforce  
Synthesia  
Taminco NV  
Tessengerlo Italia  
Toronto City Treasurer  
UK Inland Revenue  
UK Inland Revenue Accounts Office  
UMG ABS Hong Kong Ltd.  
Unipex Solutions Canada Inc.  
Univar Canada Ltd.  
Univar Solvents  
VLS-Group Belgium NV

**EXHIBIT C**

## AGREEMENT TO PROVIDE COMMUNICATIONS SERVICES

This Agreement to Provide Communications Services, dated as of March 31, 2009, is between The Garden City Group, Inc., a Delaware corporation (the “Company”), and the Official Committee of Unsecured Creditors (the “Client”) of Chemtura Corporation *et al.* (the “Debtors”).

The Client desires to retain the Company to perform certain services for the Client regarding creditor access to information, and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Client and has been attached hereto as Schedule A. Such services are hereinafter referred to as “Services.” The Client agrees and understands that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1 Compensation As full compensation for the Services to be provided by the Company, the Client agrees to file an application with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) to require the Debtors to pay the Company its fees as outlined in Schedule A (subject to Bankruptcy Court approval in the event of an unresolved dispute) without the need to file formal fee applications and through the submission by the Company to the Debtors, the Client and the United States Trustee of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith. Premium rates may apply for Services performed after normal business hours and during weekends and holidays. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. The Company shall file a notice with the Bankruptcy Court setting forth any adjusted billing rates. The Client acknowledges that the prices (both unit prices and hourly rates) contained therein were negotiated at arm’s length and may vary depending on the circumstances of each case.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Debtors shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company’s invoice to the Debtors and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Debtors for its fees and expenses on a monthly basis, and the Debtors shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute).

3. Term and Termination.

3.1 Term. The term of this Agreement shall (subject to Bankruptcy Court approval) commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

### 3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Debtors or the Client. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Debtors to their employees, and the Debtors will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Debtors. Nothing in this Agreement requires the Client to use the Company for any future work relating to the Services, and, in the event the Client decides to use another party for such future work, the Company agrees to cooperate fully with the Client to ensure a smooth transition to the new party. Notwithstanding anything herein to the contrary, it is understood and agreed that the Client is the Company's sole and exclusive client and the Company will under no circumstances be deemed to have any obligation to the Debtors or any other party.

5. Accuracy of Client Supplied Information. The Client is responsible for the accuracy of all programs, data and other information it submits to the Company and for the output of such information. The Company may undertake to place that data and information into certain systems and programs. The Company does not verify information provided by the Client.

### 6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Client and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Client (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Client acknowledges that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Client agrees to use its best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client understands that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Limitation on Damages. The Company shall be without liability to the Client with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. In no event shall liability to the Client for any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses"), whether direct or indirect, arising out of or in connection with or related to this Agreement, exceed the total amount billed or billable to the Client for the portion of the particular work which gave rise to the Losses. Under no circumstances will the Company be liable to the Client for any special, consequential or incidental damages incurred by the Client relating to this Agreement or the performance of Services hereunder, regardless of whether the Client's claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, President; if to the Client, to Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attention: Philip C. Dublin, Esquire; and if to the Debtors, to Kirkland & Ellis LLP, Citigroup Center, 153 East 53<sup>rd</sup> Street, New

York, New York 10022, Attention: M. Natasha Labovitz, Esquire; and if to the United States Trustee, to the Office of the United States Trustee, 33 Whitehall Street 21<sup>st</sup> Floor, New York, New York 10004, Attention: Susan Golden, Esquire.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

13. Assignment. This Agreement and the rights and obligations of the Company and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Client relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Client. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Client shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**ON BEHALF OF THE OFFICIAL  
COMMITTEE OF UNSECURED CREDITORS  
OF CHEMTURA CORPORATION**

**THE GARDEN CITY GROUP, INC.**

By: /s/ Jon Majewski  
Name: John Majewski  
Title: Senior Customer Services Specialist  
Entergy Arkansas, Inc.

By: /s/ Jeffrey S. Stein  
Name: Jeffrey S. Stein  
Title: Vice President

**SCHEDULE A**

**Pricing to Serve as the Communications Agent for the Official  
Committee of Unsecured Creditors of Chemtura Corporation**

**GCG's Hourly Billing Rates<sup>1</sup>**

Administrative	\$45-\$70
Data Entry Processors	\$55
Mailroom and Claims Control	\$55
Project Administrators	\$70-\$85
Quality Assurance Staff	\$80-\$125
Project Supervisors	\$95-\$110
Systems & Technology Staff	\$100-\$200
Graphic Support	\$125
Project Managers, Senior Project Managers, and Department Managers	\$125-\$150
Directors, Senior Consultants, and Assistant Vice Presidents	\$175-\$250
Senior Management	\$250-\$295

**Web Site**

Creating customized, interactive web site (including e-mail box for creditors) .....	Standard hourly rates
Monthly maintenance fee .....	\$200 per month
Updating web site .....	Standard hourly rates

**Contact Services**

Case-specific voice-mail box for creditors .....	No charge
Interactive Voice Response ("IVR") .....	\$2,500 set up \$0.49 per minute
Live operator including transcription of messages .....	\$0.95 per minute
Monthly maintenance charge .....	\$100 per month
Management of Call Center .....	Standard hourly rates
Handling of claimant communications .....	Standard hourly rates
(call backs, e-mails, and other correspondence)	

<sup>1</sup> Any additional professional services not covered by this proposal will be charged at GCG hourly rates including any outsourced data input services performed under GCG supervision and controls.

**Printing, Noticing and Document Management**

Laser printing (includes folding, insertion, and envelopes)<sup>2</sup> ..... \$0.10 per page

Personalization/labels ..... \$0.05 each

Document scanning and bar coding ..... \$0.12 per image

Legal publication of notice ..... Quote

**Miscellaneous Expenses**

Travel, postage, courier, etc. .... At cost

Copying, facsimile ..... \$0.10 per page



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<sup>2</sup> Laser printing in excess of 5,000 pieces or consisting of more than an 8 page document are subject to a volume discount quote at time of preparation.