

**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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**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF CHEMTURA CORPORATION, ET AL. TO RETAIN AND EMPLOY  
HOULIHAN LOKEY HOWARD & ZUKIN CAPITAL, INC., AS FINANCIAL ADVISOR  
TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, *NUNC PRO TUNC*  
TO MARCH 30, 2009**

This matter coming to be heard on the Application of the Official Committee of Unsecured Creditors (the “Committee”) of Chemtura Corporation, et al. (collectively, the “Debtors”), for Authority to Retain and Employ Houlihan Lokey Howard & Zukin, Inc., as Financial Advisor to the Official Committee of Unsecured Creditors, *nunc pro tunc* to March 30, 2009 (the “Application”), the Court having reviewed the Application, the engagement letter dated March 30, 2009 (the “Engagement Letter”), and the affidavit of Christopher R. Di Mauro (the “Di Mauro Affidavit”); and having heard the statements of counsel at a hearing on the Application (the “Hearing”); the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and reference from the District Court pursuant to 28 U.S.C. § 157; (b) notice of the Application and the Hearing was sufficient under the circumstances; (c) the Court having determined that Houlihan Lokey Howard & Zukin Capital, Inc. (“Houlihan Lokey”) is a “disinterested person” pursuant to § 101(14) of the Bankruptcy Code; and (d) the Court having determined that the legal and factual bases set forth in the Application and the Di Mauro Affidavit establish just cause for the relief granted herein; it is hereby

**ORDERED** that the Application shall be, and hereby is, granted to the extent provided herein; and it is further

**ORDERED** that the capitalized terms not otherwise defined herein have the meanings given to them in the Application; and it is further

**ORDERED** that the Committee is authorized to retain and employ Houlihan Lokey as financial advisor at the expense of these chapter 11 estates, pursuant to Bankruptcy Code sections 1103(a) and 328(a), Bankruptcy Rules 2014 and 2016 and the terms set forth in the Application, *nunc pro tunc* to March 30, 2009; and it is further

**ORDERED** that except to the extent otherwise provided herein, all compensation and reimbursement of expenses to be paid to Houlihan shall be subject to prior approval of this Court in accordance with the requirements under Bankruptcy Code sections 330 and 331 and such Bankruptcy Rules and Local Rules as may then be applicable, from time to time, and such procedures as may be fixed by order of this Court; and it is further

**ORDERED** that except as provided in the following paragraph, the Monthly Fees and the Deferred Fee, each as defined in the Engagement Letter, shall be subject to the standard of review provided in Bankruptcy Code section 328(a), and not subject to any other standard of review, including under Bankruptcy Code section 330; and it is further

**ORDERED** that the United States Trustee retains all rights to object to Houlihan Lokey's interim and final fee applications (including expense reimbursements) based on the reasonableness standard provided for in Bankruptcy Code section 330 and the Court shall consider any such objection only by the United States Trustee under Bankruptcy Code section 330; and it is further

**ORDERED** that all Houlihan Lokey financial restructuring personnel employed in domestic U.S. offices of Houlihan Lokey who provide services to or on behalf of the Committee as authorized hereby shall keep contemporaneous records of the work performed by them in hourly increments; and it is further

**ORDERED** that all other Houlihan Lokey personnel who provide services to or on behalf of the Committee as authorized hereby shall keep detailed descriptions of the work performed by them and Houlihan Lokey shall prepare a weekly summary of such detailed descriptions and provide same to the United States Trustee; and it is further

**ORDERED** that to the extent the United States Trustee has any objection to the scope, completeness or adequacy of the time records or summaries thereof described in the preceding paragraph, the United States Trustee shall notify Houlihan within thirty (30) days of receipt thereof or the United States Trustee shall be deemed to have waived any such objection; and it is further

**ORDERED** that upon submission of the foregoing time records to the United States Trustee, Houlihan Lokey shall also provide the United States Trustee with schedules of the Houlihan Lokey personnel who provided services to or on behalf of the Committee identifying which individuals are financial restructuring personnel employed in domestic U.S. offices of Houlihan Lokey, and which are not; provided, however, that Houlihan Lokey shall not be required to maintain either time records or summaries of work performed by Houlihan Lokey personnel for services rendered to or on behalf of the Debtors through and including the date on which this Order is entered; and it is further

**ORDERED** that all requests of Houlihan Lokey and its affiliates and their respective past, present and future directors, officers, shareholders, partners, members, employees, agents, representatives, advisors, subcontractors and controlling persons (collectively, the “Indemnified Parties”) for payment of indemnity pursuant to the Engagement Letter shall be made by means of an application (interim or final as the case may be) and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Letter and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought; and it is further

**ORDERED** that in no event shall any Indemnified Party be indemnified or receive contribution to the extent that any claim or expense for which indemnification is sought by such Indemnified Party has resulted from, and the Court determines by final order that such claim or expense arose out of, any Indemnified Party’s own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct; and it is further

**ORDERED** that in the event that any Indemnified Party seeks reimbursement for attorneys’ fees from the Debtors pursuant to the Engagement Letter, the invoices and supporting time records from such attorneys shall be included in Houlihan Lokey’s own applications (both interim and final) and such invoices and time records shall be subject to the United States Trustee’s guidelines for compensation and reimbursement of expenses and the approval of the Bankruptcy Court under the standards of Bankruptcy Code sections 330 and 331 without regard to whether such attorney has been retained under Bankruptcy Code section 327 and without regard to whether such attorneys’ services satisfy Bankruptcy Code section 330(a)(3)(C); and it is further

**ORDERED** that to the extent requested in the Application, Houlihan Lokey is excused from complying with the information requirements contained in Local Rule 2016-1; and is further

**ORDERED** that the indemnification provisions of the Engagement Letter are approved as modified by the terms of this order; and it is further

**ORDERED** that to the extent this Order is inconsistent with the Engagement Letter or the Application, this Order shall govern.

Dated: *June 23, 2009*

*/s/ Robert E. Gerber*  
ROBERT E. GERBER  
UNITED STATES BANKRUPTCY JUDGE