

Debtors' Motion for an Order Authorizing Chemtura Corporation to Enter into a Joint Branding Agreement with Valent USA Corporation (the "Joint Branding Motion").

By the Joint Branding Motion, the Debtors seek entry of an order approving Debtor Chemtura Corporation's ("Chemtura") entry into a joint branding agreement (the "Agreement") with Valent USA Corporation ("Valent" and, together with Chemtura, the "Parties").

As set forth in the Joint Branding Motion, Chemtura has developed a pesticide formulation for use as a seed treatment fungicide (the "Chemtura Formulation"). Valent has developed a pesticide formulation for use as a seed treatment insecticide (the "Valent Formulation"). The Chemtura Formulation and the Valent Formulation are complimentary soybean seed protectants that, when combined together, protect soybeans from all major early season soybean diseases and pests and continue to protect soybean plants as they grow.

Chemtura alleges that, after a series of discussions and negotiations, the Parties determined to enter into the Agreement and market the Chemtura Formulation and the Valent Formulation together as a co-branded product, with the two formulations shipped side-by-side under a single brand name (the "Co-Brand Product"). Because of the complementary nature of the Chemtura Formulation and the Valent Formulation, Chemtura believes that it will obtain more revenues from selling the Co-Brand Product than it would if it marketed and sold the Chemtura Formulation alone.

Pursuant to the Agreement, the Co-Brand Product will be exclusively marketed and sold to distributors and seed dealer treaters (who will mix the two formulations included in the Co-Brand Product and treat soybean seeds for growers and other customers) for use as a seed treatment pesticide on soybeans in the United States (the "Primary Territory") and Canada (the "Secondary Territory" and, together with the Primary Territory, the "Territories"). The Parties may also extend the Agreement to additional crops and territories. The salient terms of the Agreement are as follows:

- Term of the Agreement: The Agreement will be in effect until December 31, 2014.
- Geographical Scope of the Agreement: The Co-Brand Product will be marketed and sold in the Primary Territory and the Secondary Territory.
- Non-Competition Agreement: Chemtura will not market or sell in either of the Territories any product that is *exactly* the same as the Chemtura Formulation except as a component of the Co-Brand Product. However, Chemtura will be allowed to sell a formulation that is not a component of the Co-Brand Product in the Territories even if such formulation is *substantially similar* to the Chemtura Formulation.
- Distribution of Revenues: The Co-Brand Product will be sold priced on a "units treated" basis and the revenue from the sale of the Co-Brand Product (calculated as provided by the Agreement) will be allocated between the Parties. These percentages have been determined taking into account the respective values of the Chemtura Formulation and the Valent Formulation.

- Marketing Efforts: Representatives of both Parties will participate in the development of an annual marketing plan for the Co-Brand Product. Valent will administer implementation of the annual marketing plans and will invoice Chemtura for Chemtura's share of such costs based on Chemtura's revenue share.
- Trademark: The Co-Brand Product will be marketed under a trademark agreed upon by the Parties. The trademark will be used by the Parties solely for the marketing and selling of the Co-Brand Product. Expenses for developing and maintaining the trademark will be shared equally by both Parties. One of the Parties will own the trademark and will grant appropriate licensing rights to the other Party.
- Intellectual Property: All intellectual property (including, but not limited to, data, proprietary know-how, patents and product registrations, but excluding trademarks) developed by the Parties with respect to the Co-Brand Product (but not with respect to the Chemtura Formulation or the Valent Formulation) will be owned jointly by the Parties.
- Indemnification: Chemtura and Valent respectively represent, warrant and covenant to each other that their respective formulations will meet the specifications set forth in the Agreement and will have a suitable shelf life of not less than 3 years. Chemtura and Valent will each indemnify and hold harmless the other, its affiliates, employees and agents, from any and all claims, losses, damages, liabilities and expenses where such claims and losses were caused by the indemnifying party's breach of its representations, warranties and covenants.
- Termination Rights: Each Party will have the right to terminate the Agreement if certain conditions are met as set forth in the Agreement.

The Debtors contend that their decision to enter into the Agreement represents a sound exercise of their business judgment because (i) the Debtors believe that marketing and selling the Co-Brand Product will produce additional revenues, (ii) the Agreement can form the basis for extending the Co-Brand Product to additional crops and territories, and (iii) the Debtors will retain their decision-making authority with respect to important elements of the marketing and selling of the Co-Brand Product.

A hearing will be held on the Joint Branding Motion on October 27, 2009 at 9:45 a.m. (ET), with a corresponding objection deadline of October 20, 2009 at 4:00 p.m. (ET).