

Debtors' Second Motion for Authority to Assume Certain Nonresidential Real Property Leases (the "Second Assumption Motion").

By the Second Assumption Motion, the Debtors seek entry of an order authorizing the assumption of certain unexpired non-residential real property leases (the "Leases").

As the Committee may recall, on September 16, 2009, the Debtors filed a motion (the "First Assumption Motion") seeking authority to assume a number of non-residential real property leases in advance of the deadline by which the Debtors must assume or reject unexpired leases of non-residential leases of real property currently set for October 14, 2009 (the "Assumption Deadline").

Subsequent to the filing of the First Assumption Motion, the Debtors determined that the additional Leases identified in the Second Assumption Motion should be assumed before the Assumption Deadline because they are beneficial to the Debtors' businesses. Specifically, the Debtors have described the Leases sought to be assumed as follows:

- **Land Use Leases.** Pursuant to certain assignment agreements, Debtor Chemtura Corporation ("Chemtura") is party to a lease with Enrout Properties L.L.C. ("Enrout") for certain land used in connection with Chemtura's manufacturing operations located in the Morgantown, West Virginia area (the "Morgantown Lease"). The annual rent payment under the Morgantown Lease is \$24,046.70. The term of the Morgantown Lease extends through June 30, 2011. As of March 18, 2009 (the "Petition Date"), there were no defaults under the Morgantown Leases.
- **Hollis Station Industrial Lease.** Debtor Great Lakes Chemical Corporation ("Great Lakes") is party to an industrial lease with Union Pacific Railroad Co. ("Union Pacific") dated January 1, 1983 pursuant to which Great Lakes is authorized to use certain premises located at Hollis Station, California for the receipt, storage and distribution of certain chemicals (the "Hollis Station Lease"). The Hollis Station Lease was originally an annual lease that provided for rent payments of \$1,864.92 per year. The Hollis Station Lease was continuously renewed until 1986 and has continued thereafter on a month-to-month basis. As of the Petition Date, Great Lakes owed Union Pacific \$393.42 (the "Cure Cost") under the Hollis Station Lease.

The Debtors contend that assumption of the Leases is a valid exercise of their business judgment because the Debtors have determined that the continued use of the storage facility at Hollis Station, California and their manufacturing facility in Morgantown, West Virginia is necessary to their ongoing business operations, and that assumption of the Leases will provide a net benefit to the Debtors' estates. The Debtors also submit that if the Leases are not assumed by the Debtors on or before the Assumption Deadline, they may be deemed rejected pursuant to Bankruptcy Code section 365(d)(4). Finally, the Debtors maintain that they will cure their defaults under the Hollis Station Lease by paying the Cure Cost to Union Pacific and will provide adequate assurance of future performance in the form of payment of the Cure Cost, overall timely payment under the terms of the Hollis Station Lease, cash on hand and access to debtor in possession financing.

The Second Assumption Motion has been scheduled for presentment on October 7, 2009 at 12:00 p.m. (ET), with a corresponding objection deadline of October 7, 2009 at 11:30 a.m. (ET).