

Amended Motion of SAP America, Inc. for Allowance and Immediate Payment of an Administrative Expense Claim Pursuant to §§ 503(b)(1)(A) and 507(a)(2) (the “SAP Amended Motion”).¹

By the SAP Amended Motion, SAP America, Inc. (“SAP”) seeks entry of an order allowing it an administrative expense claim in the amount of \$315,843.03 for the Debtors’ postpetition use and benefit of the Software License Agreement (as defined below).

On May 31, 1996, Great Lakes Chemical Corporation (“Great Lakes”) and SAP entered into a certain R/3 Software End-User Value License Agreement (as amended and supplemented, the “Software License Agreement”). On September 30, 2005, Great Lakes assigned its interest under the Software License Agreement to Chemtura. Pursuant to the Software License Agreement, SAP granted Chemtura a non-exclusive license to use certain software. SAP alleges that the Debtors have continued to receive the benefit of the Software License Agreement postpetition in the form of (i) use of the software and (ii) various software maintenance and technical support services. Accordingly, SAP seeks immediate payment of its \$315,843.03 administrative expense claim for postpetition services.²

A hearing will be held on the SAP Amended Motion on June 17, 2010 at 9:45 a.m. (ET), with a corresponding objection deadline of June 10, 2010 at 5:00 p.m. (ET).

¹ On April 26, 2010, SAP filed the Motion of SAP America, Inc. for Allowance and Immediate Payment of an Administrative Expense Claim Pursuant to §§ 503(b)(1)(A) and 507(a)(2). The SAP Amended Motion amends the amount of the administrative expense claim sought.

² SAP asserts that it is owed a total of \$1,047,726.93 but only \$315,843.033 was on account of postpetition services.