

Motion for an Order (I) (A) Shortening Time for Debtor to Reject Executory Financial Accommodations Contract, and (B) Compelling Debtor to Reject and Deeming Contract Rejected; or in the Alternative, (II) Modifying or Annulling the Automatic Stay to Enforce Termination Rights Under Contract and Non-Bankruptcy Law (the “Prudential Motion”).

By the Prudential Motion, Prudential Relocation, Inc., successor to Prudential Residential Services, Limited Partnership (“Prudential”), seeks entry of an order (i) shortening the time for Chemtura Corporation (“Chemtura”) to reject a relocation services agreement (the “Relocation Services Agreement”) between Prudential and Chemtura and (ii) compelling the Debtor to reject the Relocation Services Agreement, effective as of March 18, 2009 (the “Petition Date”). In the alternative, Prudential seeks entry of an order modifying the automatic stay to permit Prudential to exercise its termination rights under the Relocation Services Agreement.

Pursuant to the Relocation Services Agreement, Prudential provides various relocation services to Chemtura’s employees, including, among other services, relocation policy counseling, homesale services, marketing assistance, homefinding assistance, rental assistance and the coordination of transportation services. With respect to homesale services, Prudential provides assistance with the sale process by purchasing and reselling the homes of Chemtura employees once a firm written offer to purchase the home has been received. Prudential also provides home equity loans (each, a “Home Equity Loan”) to Chemtura employees in amounts up to 90 percent of the value of their homes in order to provide Chemtura employees with the funds necessary to purchase new residences.¹ Prudential alleges that Chemtura has defaulted on its obligations under the Relocation Services Agreement and, as of the Petition Date, Chemtura owed Prudential a total of \$185,163.92 on account of unpaid invoices.

On April 9, 2009, Prudential notified Chemtura of its intent to terminate the Relocation Services Agreement. Prudential was subsequently informed by Chemtura on April 13, 2009 that Chemtura did not intend to assume the Relocation Services Agreement or cure any prepetition breaches of such agreement. After failing to negotiate a resolution of the differences between Prudential and Chemtura regarding the Relocation Services Agreement, Prudential again notified Chemtura of its intent to terminate the Agreement on June 1, 2009.

Prudential now seeks entry of an order shortening the time for Chemtura to reject the Relocation Services Agreement and compelling Chemtura to reject the Relocation Services Contract or, in the alternative, modifying the automatic stay to permit Prudential to immediately terminate the Relocation Services Agreement because (i) the Bankruptcy Code does not permit Chemtura to assume the agreement,² (ii) Chemtura has no intention of assuming the agreement, and (iii) cause exists to modify the automatic stay.

¹ Pursuant to the Relocation Services Agreement, Prudential invoices Chemtura for the amount unpaid on any Home Equity Loan if an employee does not repay a Home Equity Loan in full within 120 days after the loan is made, and Chemtura assumes responsibility for collecting on the Home Equity Loan. Chemtura also guaranties the obligations of employees receiving Home Equity Loans.

² Prudential maintains that the Relocation Services Agreement is an executory financial accommodations contract, which may not be assumed under Bankruptcy Code section 365(c)(2).

The Prudential Motion has been scheduled for a hearing on July 28, 2009 at 9:45 a.m. (ET), with a corresponding objection deadline of July 24, 2009 at 5:00 p.m. (ET).