

Motion of Albemarle Corporation for an Order Pursuant to Sections 362(d) and 553(a) of the Bankruptcy Code Granting Relief from the Automatic Stay to Allow the Setoff of Mutual Debts (the “Albemarle Setoff Motion”).

By the Albemarle Setoff Motion, Albemarle Corporation (“Albemarle”) seeks entry of an order modifying the automatic stay to permit (i) the setoff of debts owing between Albemarle and Debtor Chemtura Corporation (“Chemtura”), and (ii) the setoff of debts owing between Albemarle and Debtor Great Lakes Chemical Corporation (“Great Lakes”).

According to the Albemarle Setoff Motion, Albemarle and Chemtura entered into certain sales agreements (the “Chemtura Agreements”) prior to the commencement of the Debtors’ chapter 11 cases. Pursuant to the Chemtura Agreements, (i) Albemarle purchased methyl bromide and DE-83R from Chemtura, and (ii) Chemtura purchased Ethacure 100LC from Albemarle. Albemarle alleges that it owes Chemtura \$335,755 on account of prepetition purchases of methyl bromide and \$12,350 on account of prepetition purchases of DE-83R. Albemarle further alleges that Chemtura owes Albemarle \$170,975.87 on account of prepetition purchases of Ethacure 100LC.

Albemarle also entered into certain operating and purchase agreements (the “Great Lakes Agreements”) with Great Lakes prior to the commencement of the Debtors’ chapter 11 cases. Pursuant to the Great Lakes Agreements, (i) Great Lakes charged Albemarle for operational and capital costs incurred in connection with the production of brine at a Great Lakes facility in Arkansas, and (ii) Great Lakes purchased Bisphenol-A and European QPS credits from Albemarle. Albemarle asserts that it owes Great Lakes \$244,407.24 for prepetition operational and capital costs related to the production of brine. Albemarle further asserts that Great Lakes owes Albemarle \$185,261 on account of prepetition purchases of Bisphenol-A and \$21,250 for European QPS credits.

Albemarle now seeks to (i) setoff the \$170,975.87 Chemtura allegedly owes to Albemarle against the \$348,105 allegedly owed by Albemarle to Chemtura, and (ii) setoff the \$206,511 Great Lakes owes to Albemarle against the \$244,407.24 Albemarle owes to Great Lakes.

Albemarle notes that the invoices issued by the Debtors in connection with the Chemtura Agreements and the Great Lakes Agreements appear to use the names “Chemtura” and “Great Lakes” interchangeably. Albemarle maintains, however, that the Chemtura Agreements are between Chemtura and Albemarle, and that the Great Lakes Agreements are between Great Lakes and Albemarle. In the event that it is determined that certain invoices were incorrectly issued or applied, Albemarle requests authority to exercise its setoff rights against the appropriate party.