

Exhibit 1

Amended Rights Offering Procedures

Rights Offering Procedures¹

1. Introduction

As set forth in Section Error! Reference source not found. of the Plan, to the extent that Class 13a for Chemtura Corporation votes to accept the Plan, each holder of a share of common stock or equivalent Interest in Chemtura Corporation (each, an “**Eligible Holder**”) as of the Rights Offering Record Date shall receive the right, but not the obligation, to purchase its Pro Rata share of 7.38 million shares of New Common Stock (the “**Rights Offering**”) exercisable pursuant to the rights offering subscription exercise form, substantially in the form attached as Exhibit 17 to the *Order (A) Fixing Dates and Deadlines Related to Confirmation of the Plan; (B) Approving Procedures for Soliciting And Tabulating the Votes on, and for Objecting to, the Plan; (C) Approving Rights Offering Procedures; and (D) Approving the Manner and Form of Notices and Documents Relating to the Plan* (Docket No. [XX]) (the “**Rights Exercise Form**”). The Rights Exercise Form will be sent to each Eligible Holder 30 days before the deadline established by the Debtors for expiration of the rights offering (the “**Rights Offering Deadline**”). Such Rights Exercise Form will indicate the price per share of New Common Stock (the “**Rights Exercise Price**”) payable in connection with the Rights Offering.

Each Eligible Holder shall have the right to purchase up to its Pro Rata share of New Common Stock (the “**Initial Rights**”) subject to the Rights Offering. Each Eligible Holder’s Pro Rata share will be based upon the following equation:

$$\begin{array}{l} \text{(Shares of common stock or} \\ \text{equivalent Interest held as of the} \\ \text{Rights Offering Record Date)} \end{array} \times [\text{XX}]^2 = \begin{array}{l} \text{(Maximum Number of Initial Rights -} \\ \text{Round Down to the Nearest Whole Number)} \end{array}$$

In addition, the Rights Exercise Form will provide that Eligible Holders that have exercised their full Pro Rata share of Initial Rights may indicate the amount of additional Rights (the “**Additional Rights**,” and, together with the Initial Rights, the “**Rights**”) that they commit to exercise in the event that the Eligible Holders do not exercise their Initial Rights to purchase all of the New Common Stock available pursuant to the Rights Offering (an “**Under-Subscription**”) as of the Rights Offering Deadline. In the event of an Under-Subscription, Eligible Holders that elected to exercise Additional Rights will be entitled to purchase a number of additional shares of New Common Stock in an amount equal to the number of Additional Rights specified on each Eligible Holder’s Rights Exercise Form; *provided, however*, that in the event that Eligible Holders, in the aggregate, attempt to exercise more Additional Rights than are available for all Eligible Holders electing to exercise Additional Rights, Eligible Holders will only be able to exercise their Pro Rata share of Additional Rights (as determined by the Rights Participation Amounts of all such properly exercising Eligible Holders).

After the Rights Offering Record Date, each Eligible Holder that is a registered holder will be sent a Rights Exercise Form and each nominee (a “**Nominee**”) representing beneficial owners will be sent Rights Exercise Forms for the beneficial owners the Nominee represents, which shall enable such Eligible Holder or Nominee (on behalf of beneficial owners that are Eligible Holders) to elect to purchase New Common Stock. The Rights Exercise Form shall contain related instructions for the proper completion, due execution, and timely delivery of the Rights Exercise Form along with payment by an Eligible Holder or a Nominee (who is responding on behalf of beneficial owners) to the Subscription Agent. **An Eligible Holder’s election to exercise Rights will be binding upon such Eligible Holder and irrevocable.**

¹ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

² [Amount to be inserted will be calculated by dividing the number of shares of New Common Stock subject to the Rights Offering by the total of all Eligible Holders’ Rights Participation Amounts].

Each Right can be exercised for one share of New Common Stock. No Eligible Holder will be granted or allowed to exercise any fractional Rights.

“Disclosure Statement” means the *Disclosure Statement for the Joint Chapter 11 Plan of Chemtura Corporation et al.*, dated June 17, 2010, as may be modified, amended or supplemented from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan that is prepared, approved by order of the Bankruptcy Court and distributed in accordance with such order of approval.

“Subscription Agent” means Epiq Bankruptcy Solutions, in its capacity as such.

“Rights Offering Record Date” means approximately six business days before the date on which the Debtors first send the Rights Exercise Forms to Eligible Holders pursuant to the terms of the Plan and these Rights Offering Procedures.

“Rights Participation Amount” means, for each Eligible Holder, the amount of the shares of common stock or equivalent Interest listed on the Rights Exercise Form sent to such Eligible Holder, which shall reflect the amount of the Eligible Holder’s shares of common stock or equivalent Interest for voting purposes, or the amount adjudicated in an order of the Bankruptcy Court obtained by the Eligible Holder of the shares of common stock or equivalent Interest at least five days before the Rights Offering Deadline.

Notwithstanding anything contained in the Plan to the contrary, under no circumstances shall any holder of shares of common stock or equivalent Interest that is not entitled to vote on the Plan have any Rights with respect to such shares of common stock or equivalent Interest. Notwithstanding anything contained in the Plan to the contrary, in the event that Class 13a for Chemtura Corporation votes to reject the Plan, under no circumstances shall any holder of shares of common stock or equivalent Interest in Chemtura Corporation have any Rights with respect to such shares of common stock or equivalent Interest, all Rights Exercise Forms received by the Subscription Agent shall be null and void and any payments received by the Subscription Agent will be refunded, without interest, to the Eligible Holders as soon as reasonably practicable after the Effective Date.

Before exercising any Rights, Eligible Holders should read the Disclosure Statement, including the section entitled “Risks Related to the Debtors’ Businesses” and the New Chemtura Total Enterprise Value contained therein.

The issuance of the New Common Stock will be registered under the Securities Act of 1933, as amended, and applicable state, local or foreign laws, or issued without registration in reliance on the exemption set forth in section 1145 of the Bankruptcy Code.

2. Commencement/Expiration of the Rights Offering

The Rights Offering shall commence on the day upon which the Rights Exercise Forms are mailed to Eligible Holders. The Rights Offering shall expire on the Rights Offering Deadline. Each Eligible Holder intending to participate in the Rights Offering must affirmatively elect to exercise its Rights on or prior to the Rights Offering Deadline in accordance with the procedures set forth herein.

3. Exercise of Rights

Exercise of and Payment for Initial Rights

Each Eligible Holder may designate on its Rights Exercise Form whether it wishes to exercise its Initial Rights. For those Eligible Holders holding shares through a Nominee, to exercise its Rights, such Eligible Holder must provide instructions to its bank, broker, or other nominee or agent. The bank, broker, or other nominee or agent, in turn, must then convey the instruction to the Subscription Agent on or before the Rights Offering Deadline through the Automated Subscription Offer Program of The Depository Trust Company (“DTC”).

To exercise its Initial Rights, each Eligible Holder or Nominee on behalf of an Eligible Holder must pay or arrange for payment of the total exercise price to be paid based upon the Rights Exercise Price (the “**Initial Rights Total Exercise Price**”) to the Subscription Agent on or before the Rights Offering Deadline, or payment by DTC to the Subscription Agent.

If the Subscription Agent for any reason does not timely receive from or on behalf of the participating Eligible Holder a duly completed Rights Exercise Form and immediately available funds by wire transfer in an amount equal to the Initial Rights Total Exercise Price for such Eligible Holder, or payment by DTC, such Eligible Holder shall be deemed to have relinquished and waived its Initial Rights.

Exercise of and Payment for Additional Rights

Any Eligible Holder (whether a registered holder or through a Nominee) that exercises all of its Initial Rights may indicate on its Rights Exercise Form how many additional shares of New Common Stock such Eligible Holder wishes to purchase through the exercise of Additional Rights, *provided, however*, that an Eligible Holder shall only be entitled to Additional Rights to the extent that the Rights Offering is Under-Subscribed. Election and payment for Additional Rights must be made at the same time and under the same terms and conditions as the election and payment for Initial Rights.

Disputes, Waivers and Extensions

Any and all disputes concerning the timeliness, viability, form and eligibility of any exercise of Rights shall be addressed in good faith by the Debtors (in consultation with the Creditors’ Committee and the Ad Hoc Bondholders’ Committee), subject to a final and binding determination by the Bankruptcy Court. The Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld), subject to Bankruptcy Court approval, may seek to waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine in good faith to be appropriate, or reject the purported exercise of any Rights. The Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) reserve the right, but are under no obligation, to give notice to any Eligible Holder or Nominee regarding any defect or irregularity in connection with any purported exercise of Rights by such Eligible Holder and the Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) may, but are under no obligation, permit such defect or irregularity to be cured within such time as they may determine in good faith, subject to Bankruptcy Court approval, to be appropriate; *provided, however*, that none of the Debtors, the Creditors’ Committee, the Ad Hoc Bondholders’ Committee or the Subscription Agent shall incur any liability for failure to give such notification.

The Debtors, with the approval of the Bankruptcy Court, may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

Funds

The proceeds of the Rights Offering (the “**Rights Offering Funds**”) will be used to provide \$100 million in Cash (or such lesser amount of proceeds actually achieved, in the event of an Under-Subscription) funding to the Reorganized Debtors to fund distributions pursuant to the Plan.

The Rights Offering Funds shall be deposited and held by the Subscription Agent in escrow pending the Effective Date in an account or accounts (a) which shall be separate and apart from the Subscription Agent’s general operating funds and any other funds subject to any lien or any cash collateral arrangements and (b) which segregated account or accounts will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date. The Subscription Agent shall not use the Rights Offering Funds for any other purpose before the Rights Offering Deadline and shall not encumber or permit the Rights Offering Funds to be encumbered by any lien or similar encumbrance.

Waiver

Each Eligible Holder that participates in the Rights Offering shall be deemed by virtue of such participation, to have waived and released, to the fullest extent permitted under applicable law, all rights, claims or causes of action against the Debtors, the Reorganized Debtors and the Subscription Agent and each of their subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners and representatives arising out of or related to the receipt, delivery, disbursements, calculations, transmission or segregation of Cash, Rights and shares of New Common Stock in connection with the Rights Offering.

4. Transfer Restriction; Revocation

Pursuant to the Plan, the Rights are not transferable independently of the underlying shares of common stock or equivalent Interests from which such Rights arise. Rights may only be exercised by or through the Eligible Holder entitled to exercise such Rights on the Rights Offering Record Date. Any such independent transfer or attempted transfer of the Rights will be null and void and the Debtors will not treat any purported transferee as the holder of any Rights. Once the Eligible Holder has properly exercised its Rights, such exercise will not be permitted to be revoked by such Eligible Holder.

5. Subsequent Adjustments of Additional Rights

If, as of the Rights Offering Deadline, Eligible Holders, in the aggregate, attempt to exercise more Additional Rights than are available for all Eligible Holders electing to exercise Additional Rights, Eligible Holders will only be able to exercise their Pro Rata share of Additional Rights (as determined by the Rights Participation Amounts of all such properly exercising Eligible Holders), and each properly exercising Eligible Holder shall have the Additional Rights which it may exercise reduced on a Pro Rata basis. The difference between the price actually paid by such exercising Eligible Holder and the Eligible Holder's Rights Exercise Price of New Common Stock that such Eligible Holder is entitled to acquire after giving effect to the reduction, if any, shall be refunded, without interest, as soon as reasonably practicable after the Effective Date.

6. Inquiries and Transmittal of Documents; Subscription Agent

The exercise instructions contained in the Rights Exercise Form should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following address and phone number:

Epiq Bankruptcy Solutions
757 Third Avenue, 3rd Floor
New York, New York 10017

The risk of delivery of all documents and payments is on the Eligible Holders electing to exercise their Rights, not the Debtors or the Subscription Agent. If mail is used, it is recommended that a reputable overnight courier or insured registered mail be used and that a sufficient number of days be allowed to ensure delivery to the Subscription Agent before the Rights Offering Deadline.

7. Rights Offering Conditioned Upon Confirmation of the Plan; Reservation of Rights

All exercises of Rights are subject to and conditioned upon the confirmation of the Plan and the occurrence of the Effective Date of the Plan. All exercises of Rights are subject to and conditioned upon Class 13a for Chemtura Corporation voting to accept the Plan.

Rights Offering Procedures¹

1. Introduction

As set forth in Section 3.3(m)(i)A of the Plan, to the extent that Class 13a for Chemtura Corporation votes to accept the Plan, each holder of a share of common stock or equivalent Interest in Chemtura Corporation (each, an “**Eligible Holder**”) as of the Rights Offering Record Date shall receive the right, but not the obligation, to purchase its Pro Rata share of 7.38 million shares of New Common Stock (the “**Rights Offering**”) exercisable pursuant to the rights offering subscription exercise form, substantially in the form attached as Exhibit 17 to the *Order (A) Fixing Dates and Deadlines Related to Confirmation of the Plan; (B) Approving Procedures for Soliciting And Tabulating the Votes on, and for Objecting to, the Plan; (C) Approving Rights Offering Procedures; and (D) Approving the Manner and Form of Notices and Documents Relating to the Plan* (Docket No. [XX]) (the “**Rights Exercise Form**”). The Rights Exercise Form will be sent to each Eligible Holder 30 days before the deadline established by the Debtors for expiration of the rights offering (the “**Rights Offering Deadline**”). Such Rights Exercise Form will indicate the price per share of New Common Stock (the “**Rights Exercise Price**”) payable in connection with the Rights Offering.

Each Eligible Holder shall have the right to purchase up to its Pro Rata share of New Common Stock (the “**Initial Rights**”) subject to the Rights Offering. Each Eligible Holder’s Pro Rata share will be based upon the following equation:

$$\begin{array}{l} \text{(Shares of common stock or} \\ \text{equivalent Interest held as of the} \\ \text{Rights Offering Record Date)} \end{array} \times [\text{XX}]^2 = \begin{array}{l} \text{(Maximum Number of Initial Rights -} \\ \text{Round Down to the Nearest Whole Number)} \end{array}$$

In addition, the Rights Exercise Form will provide that Eligible Holders that have exercised their full Pro Rata share of Initial Rights may indicate the amount of additional Rights (the “**Additional Rights**,” and, together with the Initial Rights, the “**Rights**”) that they commit to exercise in the event that the Eligible Holders do not exercise their Initial Rights to purchase all of the New Common Stock available pursuant to the Rights Offering (an “**Under-Subscription**”) as of the Rights Offering Deadline. In the event of an Under-Subscription, Eligible Holders that elected to exercise Additional Rights will be entitled to purchase a number of additional shares of New Common Stock in an amount equal to the number of Additional Rights specified on each Eligible Holder’s Rights Exercise Form; *provided, however*, that in the event that Eligible Holders, in the aggregate, attempt to exercise more Additional Rights than are available for all Eligible Holders electing to exercise Additional Rights, Eligible Holders will only be able to exercise their Pro Rata share of Additional Rights (as determined by the Rights Participation Amounts of all such properly exercising Eligible Holders).

After the Rights Offering Record Date, each Eligible Holder that is a registered holder will be sent a Rights Exercise Form and each nominee (a “**Nominee**”) representing beneficial owners will be sent Rights Exercise Forms for the beneficial owners the Nominee represents, which shall enable such Eligible Holder or Nominee (on behalf of beneficial owners that are Eligible Holders) to elect to purchase New Common Stock. The Rights Exercise Form shall contain related instructions for the proper completion, due execution, and timely delivery of the Rights Exercise Form along with payment by an Eligible Holder or a Nominee (who is responding on behalf of beneficial owners) to the Subscription Agent. **An Eligible Holder’s election to exercise Rights will be binding upon such Eligible Holder and irrevocable.**

Each Right can be exercised for one share of New Common Stock. No Eligible Holder will be granted or allowed to exercise any fractional Rights.

¹ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

² [Amount to be inserted will be calculated by dividing the number of shares of New Common Stock subject to the Rights Offering by the total of all Eligible Holders’ Rights Participation Amounts].

“Disclosure Statement” means the *Disclosure Statement for the Joint Chapter 11 Plan of Chemtura Corporation et al.*, dated June 17, 2010, as may be modified, amended or supplemented from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan that is prepared, approved by order of the Bankruptcy Court and distributed in accordance with such order of approval.

“Subscription Agent” means Epiq Bankruptcy Solutions, in its capacity as such.

“Rights Offering Record Date” means ~~the~~approximately six business days before the date on which the Debtors first send the Rights Exercise Forms to Eligible Holders pursuant to the terms of the Plan and these Rights Offering Procedures.

“Rights Participation Amount” means, for each Eligible Holder, the amount of the shares of common stock or equivalent Interest listed on the Rights Exercise Form sent to such Eligible Holder, which shall reflect the amount of the Eligible Holder’s shares of common stock or equivalent Interest for voting purposes, or the amount adjudicated in an order of the Bankruptcy Court obtained by the Eligible Holder of the shares of common stock or equivalent Interest at least five days before the Rights Offering Deadline.

Notwithstanding anything contained in the Plan to the contrary, under no circumstances shall any holder of shares of common stock or equivalent Interest that is not entitled to vote on the Plan have any Rights with respect to such shares of common stock or equivalent Interest. Notwithstanding anything contained in the Plan to the contrary, in the event that Class 13a for Chemtura Corporation votes to reject the Plan, under no circumstances shall any holder of shares of common stock or equivalent Interest in Chemtura Corporation have any Rights with respect to such shares of common stock or equivalent Interest, all Rights Exercise Forms received by the Subscription Agent shall be null and void and any payments received by the Subscription Agent will be refunded, without interest, to the Eligible Holders as soon as reasonably practicable after the Effective Date.

Before exercising any Rights, Eligible Holders should read the Disclosure Statement, including the section entitled “Risks Related to the Debtors’ Businesses” and the New Chemtura Total Enterprise Value contained therein.

The issuance of the New Common Stock will be registered under the Securities Act of 1933, as amended, and applicable state, local or foreign laws, or issued without registration in reliance on the exemption set forth in section 1145 of the Bankruptcy Code.

2. Commencement/Expiration of the Rights Offering

The Rights Offering shall commence on the day upon which the Rights Exercise Forms are mailed to Eligible Holders. The Rights Offering shall expire on the Rights Offering Deadline. Each Eligible Holder intending to participate in the Rights Offering must affirmatively elect to exercise its Rights on or prior to the Rights Offering Deadline in accordance with the procedures set forth herein.

3. Exercise of Rights

Exercise of and Payment for Initial Rights

Each Eligible Holder may designate on its Rights Exercise Form whether it wishes to exercise its Initial Rights. For those Eligible Holders holding shares through a Nominee, to exercise its Rights, such Eligible Holder must provide instructions to its bank, broker, or other nominee or agent. The bank, broker, or other nominee or agent, in turn, must then convey the instruction to the Subscription Agent on or before the Rights Offering Deadline through the Automated Subscription Offer Program of The Depository Trust Company (“DTC”).

To exercise its Initial Rights, each Eligible Holder or Nominee on behalf of an Eligible Holder must pay or arrange for payment of the total exercise price to be paid based upon the Rights Exercise Price (the “**Initial Rights**”).

Total Exercise Price”) to the Subscription Agent on or before the Rights Offering Deadline, or payment by DTC to the Subscription Agent.

If the Subscription Agent for any reason does not timely receive from or on behalf of the participating Eligible Holder a duly completed Rights Exercise Form and immediately available funds by wire transfer in an amount equal to the Initial Rights Total Exercise Price for such Eligible Holder, or payment by DTC, such Eligible Holder shall be deemed to have relinquished and waived its Initial Rights.

Exercise of and Payment for Additional Rights

Any Eligible Holder (whether a registered holder or through a Nominee) that exercises all of its Initial Rights may indicate on its Rights Exercise Form how many additional shares of New Common Stock such Eligible Holder wishes to purchase through the exercise of Additional Rights, *provided, however*, that an Eligible Holder shall only be entitled to Additional Rights to the extent that the Rights Offering is Under-Subscribed. Election and payment for Additional Rights must be made at the same time and under the same terms and conditions as the election and payment for Initial Rights.

Disputes, Waivers and Extensions

Any and all disputes concerning the timeliness, viability, form and eligibility of any exercise of Rights shall be addressed in good faith by the Debtors (in consultation with the Creditors’ Committee and the Ad Hoc Bondholders’ Committee), subject to a final and binding determination by the Bankruptcy Court. The Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld), subject to Bankruptcy Court approval, may seek to waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as they may determine in good faith to be appropriate, or reject the purported exercise of any Rights. The Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) reserve the right, but are under no obligation, to give notice to any Eligible Holder or Nominee regarding any defect or irregularity in connection with any purported exercise of Rights by such Eligible Holder and the Debtors (with the consent of the Creditors’ Committee and the Ad Hoc Bondholders’ Committee, which consent shall not be unreasonably withheld) may, but are under no obligation, permit such defect or irregularity to be cured within such time as they may determine in good faith, subject to Bankruptcy Court approval, to be appropriate; *provided, however*, that none of the Debtors, the Creditors’ Committee, the Ad Hoc Bondholders’ Committee or the Subscription Agent shall incur any liability for failure to give such notification.

The Debtors, with the approval of the Bankruptcy Court, may extend the duration of the Rights Offering or adopt additional detailed procedures to more efficiently administer the distribution and exercise of the Rights.

Funds

The proceeds of the Rights Offering (the “**Rights Offering Funds**”) will be used to provide \$100 million in Cash (or such lesser amount of proceeds actually achieved, in the event of an Under-Subscription) funding to the Reorganized Debtors to fund distributions pursuant to the Plan.

The Rights Offering Funds shall be deposited and held by the Subscription Agent in escrow pending the Effective Date in an account or accounts (a) which shall be separate and apart from the Subscription Agent’s general operating funds and any other funds subject to any lien or any cash collateral arrangements and (b) which segregated account or accounts will be maintained for the purpose of holding the money for administration of the Rights Offering until the Effective Date. The Subscription Agent shall not use the Rights Offering Funds for any other purpose before the Rights Offering Deadline and shall not encumber or permit the Rights Offering Funds to be encumbered by any lien or similar encumbrance.

Waiver

Each Eligible Holder that participates in the Rights Offering shall be deemed by virtue of such participation, to have waived and released, to the fullest extent permitted under applicable law, all rights, claims or causes of action against the Debtors, the Reorganized Debtors and the Subscription Agent and each of their subsidiaries, affiliates, members, officers, directors, agents, financial advisors, accountants, investment bankers, consultants, attorneys, employees, partners and representatives arising out of or related to the receipt, delivery, disbursements, calculations, transmission or segregation of Cash, Rights and shares of New Common Stock in connection with the Rights Offering.

4. Transfer Restriction; Revocation

Pursuant to the Plan, the Rights are not transferable independently of the underlying shares of common stock or equivalent Interests from which such Rights arise. Rights may only be exercised by or through the Eligible Holder entitled to exercise such Rights on the Rights Offering Record Date. Any such independent transfer or attempted transfer of the Rights will be null and void and the Debtors will not treat any purported transferee as the holder of any Rights. Once the Eligible Holder has properly exercised its Rights, such exercise will not be permitted to be revoked by such Eligible Holder.

5. Subsequent Adjustments of Additional Rights

If, as of the Rights Offering Deadline, Eligible Holders, in the aggregate, attempt to exercise more Additional Rights than are available for all Eligible Holders electing to exercise Additional Rights, Eligible Holders will only be able to exercise their Pro Rata share of Additional Rights (as determined by the Rights Participation Amounts of all such properly exercising Eligible Holders), and each properly exercising Eligible Holder shall have the Additional Rights which it may exercise reduced on a Pro Rata basis. The difference between the price actually paid by such exercising Eligible Holder and the Eligible Holder's Rights Exercise Price of New Common Stock that such Eligible Holder is entitled to acquire after giving effect to the reduction, if any, shall be refunded, without interest, as soon as reasonably practicable after the Effective Date.

6. Inquiries and Transmittal of Documents; Subscription Agent

The exercise instructions contained in the Rights Exercise Form should be carefully read and strictly followed.

Questions relating to the Rights Offering should be directed to the Subscription Agent at the following address and phone number:

Epiq Bankruptcy Solutions
757 Third Avenue, 3rd Floor
New York, New York 10017

The risk of delivery of all documents and payments is on the Eligible Holders electing to exercise their Rights, not the Debtors or the Subscription Agent. If mail is used, it is recommended that a reputable overnight courier or insured registered mail be used and that a sufficient number of days be allowed to ensure delivery to the Subscription Agent before the Rights Offering Deadline.

7. Rights Offering Conditioned Upon Confirmation of the Plan; Reservation of Rights

All exercises of Rights are subject to and conditioned upon the confirmation of the Plan and the occurrence of the Effective Date of the Plan. All exercises of Rights are subject to and conditioned upon Class 13a for Chemtura Corporation voting to accept the Plan.

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Exhibit 2

Amended Rights Offering Instructions

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
CHEMTURA CORPORATION, <i>et al.</i> , ¹)	Case No. 09-11233 (REG)
)	
Debtors.)	Jointly Administered

INSTRUCTIONS TO RIGHTS EXERCISE FORM FOR REGISTERED HOLDERS

RIGHTS OFFERING DEADLINE

**The Deadline for Exercise of Rights
is 5:00 p.m. (EDT) on
[DATE], 2010 (the “Rights Offering Deadline”).**

**Please leave sufficient time for your
Rights Exercise Form to reach the Subscription Agent.**

To Shareholders:

On August 4, 2010, Chemtura Corporation and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed the *Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al.* (as may be modified, amended or supplemented from time to time, the “**Plan**”) and the accompanying *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al.* (the “**Disclosure Statement**”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); Chemtura Canada Co./Cie (5047); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

² Capitalized terms not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

On August 4, 2010, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order: (a) authorizing the Debtors to solicit acceptances for the Plan; (b) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); (d) approving the accompanying Rights Offering Procedures (the “**Rights Offering Procedures**”); and (e) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan.

Because of the nature and treatment of your shares of common stock or equivalent Interest in Chemtura Corporation under the Plan, you, as an Eligible Holder, are entitled to receive the right, but not the obligation, to purchase your Pro Rata share of 7.38 million shares of New Common Stock pursuant to the attached rights offering subscription exercise form (a “**Rights Exercise Form**”) provided that Class 13a for Chemtura Corporation votes to accept the Plan. For a complete description of the Rights Offering see the accompanying Rights Offering Procedures.

Notwithstanding anything contained in the Plan to the contrary, if Class 13a for Chemtura Corporation votes to reject the Plan, under no circumstances shall you have any Rights (as defined in the Rights Offering Procedures) with respect to such shares of common stock or equivalent Interest, any Rights Exercise Form received by the Subscription Agent (as defined below) shall be null and void, and any payment received by the Subscription Agent will be refunded to you, without interest. The deadline for all holders of Claims and Interests to vote on the Plan is September 9, 2010 at 5:00 p.m. (Eastern Daylight Time) (the “**Voting Deadline**”). The Debtors will file the results of the voting and tabulation on the Plan as soon as reasonably practicable following the Voting Deadline. If you wish to know the results, you will have the opportunity to do so by visiting the Debtors’ restructuring website or obtaining copies of any pleadings filed in these chapter 11 cases for a fee via PACER, as described below.

If you would like to obtain a copy of the Disclosure Statement, the Plan or related documents, you should contact Kurtzman Carson Consultants LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases (the “**Voting and Claims Agent**”), by: (a) calling the Debtors’ restructuring hotline at (866) 967-0261; (b) visiting the Debtors’ restructuring website at: www.kccllc.net/chemtura; (c) e-mailing the Debtors at kcc_chemtura@kccllc.com and/or (d) writing to Chemtura Balloting Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Ave., El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://ecf.nysb.uscourts.gov>.

Please use the attached Rights Exercise Form to make your election. In order to elect to participate in the Rights Offering, you must complete and return the attached Rights Exercise Form and pay or arrange for payment to Epic Bankruptcy Solutions (the “**Subscription Agent**”) on or before the Rights Offering Deadline set forth above. Your Rights Exercise Form will be processed by the Subscription Agent in accordance with its established procedures. **Please note that your election to exercise Rights will be binding upon you and irrevocable.**

Questions. If you have any questions about this Rights Exercise Form or the Rights Offering Procedures described herein, please contact the Subscription Agent at (866) 734-9387.

To purchase New Common Stock pursuant to the Rights Offering:

1. The number of shares of common stock or equivalent Interest you hold is **indicated** in Item 1.
2. **Complete** the calculation in Item 2a.
3. **Complete** Item 2b, indicating the whole number of Initial Rights which you wish to exercise.
4. **Complete** Item 2c, indicating the whole number of Additional Rights which you wish to exercise, if any.
5. **Read and Complete** the certification in Item 3.
6. **Return the Rights Exercise Form** in the pre-addressed envelope to the Subscription Agent on or before the Rights Offering Deadline.

Before exercising any Rights, Eligible Holders should read the Disclosure Statement, including the section entitled “Risks Related to the Debtors’ Businesses” and the New Chemtura Total Enterprise Value contained therein.

BINDING NATURE OF THE PLAN:

IF THE PLAN IS CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AND CLAIMS AGENT AT THE INFORMATION ABOVE.

New York, New York
Dated: _____, 2010

/s/ M. Natasha Labovitz

Richard M. Cieri
M. Natasha Labovitz
Craig A. Bruens
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Counsel to the Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	
CHEMTURA CORPORATION, <i>et al.</i> , ¹)	Case No. 09-11233 (REG)
)	
Debtors.)	Jointly Administered
)	

RIGHTS EXERCISE FORM FOR REGISTERED HOLDERS

Please consult the Rights Offering Procedures for additional information with respect to this Rights Exercise Form.

RIGHTS OFFERING DEADLINE

**The Deadline for Exercise of Rights
is 5:00 p.m. (EDT) on
[DATE], 2010 (the “Rights Offering Deadline”).**

**Please provide your email address and
fax number in Item 3 to ensure you receive any
notices regarding your Rights in a timely manner.**

Item 1. Pro Rata Share. Your Pro Rata share is based on the number of shares of common stock or equivalent Interest in Chemtura Corporation that you hold.

_____ [XX] _____
(Shares of common stock or equivalent Interest
you hold as of the Rights Offering Record Date)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); Chemtura Canada Co./Cie (5047); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).

Item 2. Rights. Pursuant to the Plan and the accompanying Rights Offering Procedures, each Eligible Holder is entitled to participate in the Rights Offering based upon its “Rights Participation Amount.” To subscribe, fill out Items 2a, 2b, and 2c below and read and complete Item 3 below.

2a. Initial Rights Amount. The maximum number of initial shares of New Common Stock for which you may subscribe is calculated as follows:

$\frac{[XX]}{\text{(Amount from Item 1 Above)}}$	X	$[XX]^2 =$	$\frac{\text{_____}}{\text{(Maximum Number of Initial Rights - Round Down to Nearest Whole Number)}}$
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2b. Exercise Amount. By filling in the following blanks, you are indicating that you are electing to purchase the number of shares of New Common Stock specified below (specify a whole number of shares of New Common Stock not greater than the figure in Item 2a), at a Rights Exercise Price of \$[XX] per share, on the terms of and subject to the conditions set forth in the Rights Offering Procedures. To exercise your Initial Rights, you must, along with return of this Rights Exercise Form, pay or arrange for payment to the Subscription Agent on or before the Rights Offering Deadline.

$\frac{\text{_____}}{\text{(Number of Initial Shares of New Common Stock You Elect to Purchase)}}$	X	$\$[XX] =$	$\frac{\text{\$_____}}{\text{_____}}$
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2c. Additional Rights Amount. Only if you have exercised the maximum number of Rights in 2b, by filling in the following blanks, you are indicating that you are interested in purchasing the number of additional shares of New Common Stock specified below (specify a whole number of shares of New Common Stock), at a Rights Exercise Price of \$[XX] per share, on the terms of and subject to the conditions set forth in the Rights Offering Procedures. A total of 7.38 million shares of New Common Stock are available for purchase through the exercise of the Rights. There is no guarantee that any Additional Rights will be available for you to exercise. To exercise your Additional Rights, you must, along with return of this Rights Exercise Form, pay or arrange for payment to the Subscription Agent on or before the Rights Offering Deadline.

² [Amount to be inserted will be calculated by dividing the number of shares of New Common Stock subject to the Rights Offering by the total of all Eligible Holders’ Rights Participation Amounts].

_____ (Number of Additional Shares of New Common Stock You Elect to Purchase)	X	\$[XX] =	\$ _____
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The Debtors may, in their sole discretion, treat any failure to timely pay for the exercise of Rights as a revocation and relinquishment of such Rights.

Item 3. Certifications. I certify that (i) I am the holder, or the authorized signatory of the holder, of shares of common stock or equivalent Interest, and (ii) I am, or such holder is, entitled to participate in the Rights Offering to the extent of my, or such holder’s, Rights Participation Amount indicated under Item 1 above.

Date: _____, 2010

Name of Holder:_____

Social Security or Federal Tax I.D. No.:_____

Signature:_____

Name of Person Signing:_____

(If other than holder)

Title (if corporation, partnership or LLC):_____

Facsimile Number:_____

Email Address:_____

Street Address:_____

City, State, Zip Code:_____

Telephone Number:_____

To ensure receipt of the notice regarding the Rights you are eligible to purchase, please provide your fax number and email address.

PLEASE NOTE: NO EXERCISE OF RIGHTS WILL BE VALID UNLESS A PROPERLY COMPLETED AND SIGNED RIGHTS EXERCISE FORM IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE 5:00 P.M. (EDT) ON [DATE], 2010.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
CHEMTURA CORPORATION, *et al.*,¹) Case No. 09-11233 (REG)
)
)
Debtors.) Jointly Administered
)

INSTRUCTIONS TO RIGHTS EXERCISE FORM FOR REGISTERED HOLDERS

RIGHTS OFFERING DEADLINE

**The Deadline for Exercise of Rights
is 5:00 p.m. (EDT) on
[DATE], 2010 (the “Rights Offering Deadline”).**

**Please leave sufficient time for your
Rights Exercise Form to reach the Subscription Agent.**

To Shareholders:

On August 4, 2010, Chemtura Corporation and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) filed the *Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al.* (as may be modified, amended or supplemented from time to time, the “**Plan**”) and the accompanying *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Chemtura Corporation, et al.* (the “**Disclosure Statement**”).²

On August 4, 2010, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered an order: (a) authorizing the Debtors to solicit acceptances for the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); [Chemtura Canada Co./Cie \(5047\)](#); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).[¶]

² Capitalized terms not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

Plan; (b) approving the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “**Solicitation Packages**”); (d) approving the accompanying Rights Offering Procedures (the “**Rights Offering Procedures**”); and (e) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing objections to the Plan.

Because of the nature and treatment of your shares of common stock or equivalent Interest in Chemtura Corporation under the Plan, you, as an Eligible Holder, are entitled to receive the right, but not the obligation, to purchase your Pro Rata share of 7.38 million shares of New Common Stock pursuant to the attached rights offering subscription exercise form (a “**Rights Exercise Form**”) provided that Class 13a for Chemtura Corporation votes to accept the Plan. For a complete description of the Rights Offering see the accompanying Rights Offering Procedures.

Notwithstanding anything contained in the Plan to the contrary, if Class 13a for Chemtura Corporation votes to reject the Plan, under no circumstances shall you have any Rights (as defined in the Rights Offering Procedures) with respect to such shares of common stock or equivalent Interest, any Rights Exercise Form received by the Subscription Agent (as defined below) shall be null and void, and any payment received by the Subscription Agent will be refunded to you, without interest. [The deadline for all holders of Claims and Interests to vote on the Plan is September 9, 2010 at 5:00 p.m. \(Eastern Daylight Time\) \(the “Voting Deadline”\). The Debtors will file the results of the voting and tabulation on the Plan as soon as reasonably practicable following the Voting Deadline. If you wish to know the results, you will have the opportunity to do so by visiting the Debtors’ restructuring website or obtaining copies of any pleadings filed in these chapter 11 cases for a fee via PACER, as described below.](#)

If you would like to obtain a copy of the Disclosure Statement, the Plan or related documents, you should contact Kurtzman Carson Consultants LLC, the voting and claims agent retained by the Debtors in these chapter 11 cases (the “**Voting and Claims Agent**”), by: (a) calling the Debtors’ restructuring hotline at (866) 967-0261; (b) visiting the Debtors’ restructuring website at: www.kccllc.net/chemtura; (c) e-mailing the Debtors at kcc_chemtura@kccllc.com and/or (d) writing to Chemtura Balloting Center, c/o Kurtzman Carson Consultants LLC, 2335 Alaska Ave., El Segundo, California 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://ecf.nysb.uscourts.gov>.

Please use the attached Rights Exercise Form to make your election. In order to elect to participate in the Rights Offering, you must complete and return the attached Rights Exercise Form and pay or arrange for payment to Epic Bankruptcy Solutions (the “**Subscription Agent**”) on or before the Rights Offering Deadline set forth above. Your Rights Exercise Form will be processed by the Subscription Agent in accordance with its established procedures. **Please note that your election to exercise Rights will be binding upon you and irrevocable.**

Questions. If you have any questions about this Rights Exercise Form or the Rights Offering Procedures described herein, please contact the Subscription Agent at (866) 734-9387.

To purchase New Common Stock pursuant to the Rights Offering:

1. The number of shares of common stock or equivalent Interest you hold is **indicated** in Item 1.
2. **Complete** the calculation in Item 2a.
3. **Complete** Item 2b, indicating the whole number of Initial Rights which you wish to exercise.
4. **Complete** Item 2c, indicating the whole number of Additional Rights which you wish to exercise, if any.
5. **Read and Complete** the certification in Item 3.
6. **Return the Rights Exercise Form** in the pre-addressed envelope to the Subscription Agent on or before the Rights Offering Deadline.

Before exercising any Rights, Eligible Holders should read the Disclosure Statement, including the section entitled “Risks Related to the Debtors’ Businesses” and the New Chemtura Total Enterprise Value contained therein.

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IF THE PLAN IS CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

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New York, New York
Dated: _____, 2010

/s/ M. Natasha Labovitz

Richard M. Cieri
M. Natasha Labovitz

Craig A. Bruens
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

Counsel to the Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)
In re:) Chapter 11
)
CHEMTURA CORPORATION, *et al.*,¹) Case No. 09-11233 (REG)
)
Debtors.) Jointly Administered
_____)

RIGHTS EXERCISE FORM FOR REGISTERED HOLDERS

Please consult the Rights Offering Procedures for additional information with respect to this Rights Exercise Form.

RIGHTS OFFERING DEADLINE

The Deadline for Exercise of Rights is 5:00 p.m. (EDT) on [DATE], 2010 (the “Rights Offering Deadline”).

Please provide your email address and fax number in Item 3 to ensure you receive any notices regarding your Rights in a timely manner.

Item 1. Pro Rata Share. Your Pro Rata share is based on the number of shares of common stock or equivalent Interest in Chemtura Corporation that you hold.

_____ [XX] _____
(Shares of common stock or equivalent Interest you hold as of the Rights Offering Record Date)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer-identification number, are: Chemtura Corporation (3153); A&M Cleaning Products, LLC (4712); Aqua Clear Industries, LLC (1394); ASCK, Inc. (4489); ASEPSIS, Inc. (6270); BioLab Company Store, LLC (0131); BioLab Franchise Company, LLC (6709); Bio-Lab, Inc. (8754); BioLab Textile Additives, LLC (4348); [Chemtura Canada Co./Cie \(5047\)](#); CNK Chemical Realty Corporation (5340); Crompton Colors Incorporated (3341); Crompton Holding Corporation (3342); Crompton Monochem, Inc. (3574); GLCC Laurel, LLC (5687); Great Lakes Chemical Corporation (5035); Great Lakes Chemical Global, Inc. (4486); GT Seed Treatment, Inc. (5292); HomeCare Labs, Inc. (5038); ISCI, Inc. (7696); Kem Manufacturing Corporation (0603); Laurel Industries Holdings, Inc. (3635); Monochem, Inc. (5612); Naugatuck Treatment Company (2035); Recreational Water Products, Inc. (8754); Uniroyal Chemical Company Limited (Delaware) (9910); Weber City Road LLC (4381); and WRL of Indiana, Inc. (9136).[⌘]

Item 2. Rights. Pursuant to the Plan and the accompanying Rights Offering Procedures, each Eligible Holder is entitled to participate in the Rights Offering based upon its “Rights Participation Amount.” To subscribe, fill out Items 2a, 2b, and 2c below and read and complete Item 3 below.

2a. Initial Rights Amount. The maximum number of initial shares of New Common Stock for which you may subscribe is calculated as follows:

$\frac{[XX]}{\text{(Amount from Item 1 Above)}}$	X	$[XX]^2 =$	$\frac{\text{(Maximum Number of Initial Rights)}}{\text{Round Down to Nearest Whole Number}}$
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2b. Exercise Amount. By filling in the following blanks, you are indicating that you are electing to purchase the number of shares of New Common Stock specified below (specify a whole number of shares of New Common Stock not greater than the figure in Item 2a), at a Rights Exercise Price of \$[XX] per share, on the terms of and subject to the conditions set forth in the Rights Offering Procedures. To exercise your Initial Rights, you must, along with return of this Rights Exercise Form, pay or arrange for payment to the Subscription Agent on or before the Rights Offering Deadline.

$\frac{\text{(Number of Initial Shares of New Common Stock You Elect to Purchase)}}{\text{(Number of Initial Shares of New Common Stock You Elect to Purchase)}}$	X	$\$[XX] =$	$\frac{\text{\$}}{\text{\$}}$
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2c. Additional Rights Amount. Only if you have exercised the maximum number of Rights in 2b, by filling in the following blanks, you are indicating that you are interested in purchasing the number of additional shares of New Common Stock specified below (specify a whole number of shares of New Common Stock), at a Rights Exercise Price of \$[XX] per share, on the terms of and subject to the conditions set forth in the Rights Offering Procedures. A total of 7.38 million shares of New Common Stock are available for purchase through the exercise of the Rights. There is no guarantee that any Additional Rights will be available for you to exercise. To exercise your Additional Rights, you must, along with return of this Rights Exercise Form, pay or arrange for payment to the Subscription Agent on or before the Rights Offering Deadline.

$\frac{\text{(Number of Additional Shares of New Common Stock)}}{\text{(Number of Additional Shares of New Common Stock)}}$	X	$\$[XX] =$	$\frac{\text{\$}}{\text{\$}}$
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² [Amount to be inserted will be calculated by dividing the number of shares of New Common Stock subject to the Rights Offering by the total of all Eligible Holders’ Rights Participation Amounts].

Common Stock You Elect to Purchase)			
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The Debtors may, in their sole discretion, treat any failure to timely pay for the exercise of Rights as a revocation and relinquishment of such Rights.

Item 3. Certifications. I certify that (i) I am the holder, or the authorized signatory of the holder, of shares of common stock or equivalent Interest, and (ii) I am, or such holder is, entitled to participate in the Rights Offering to the extent of my, or such holder's, Rights Participation Amount indicated under Item 1 above.

Date: _____, 2010

Name of Holder: _____

Social Security or Federal Tax I.D. No.: _____

Signature: _____

Name of Person Signing: _____

(If other than holder)

Title (if corporation, partnership or LLC): _____

Facsimile Number: _____

Email Address: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

To ensure receipt of the notice regarding the Rights you are eligible to purchase, please provide your fax number and email address.

PLEASE NOTE: NO EXERCISE OF RIGHTS WILL BE VALID UNLESS A PROPERLY COMPLETED AND SIGNED RIGHTS EXERCISE FORM IS RECEIVED BY THE SUBSCRIPTION AGENT ON OR BEFORE 5:00 P.M. (EDT) ON [DATE], 2010.