UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Chapter 11
CHEMTURA CORPORATION, *et al.*,[1]	)	Case No. 09-***11233*** (***REG***)
Debtors.	)	Joint Administration Requested

INTERIM ORDER (I) AUTHORIZING POST-PETITION SECURED SUPERPRIORITY FINANCING PURSUANT TO 11 U.S.C. §§ 105(a), 362, 364(c)(1), 364(c)(2), 364(c)(3) AND 364(d), (II) AUTHORIZING THE DEBTORS' USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (III) AUTHORIZING THE DEBTORS' USE OF PROCEEDS TO REPURCHASE A RECEIVABLES PORTFOLIO, (IV) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361, 363 AND 364, AND (V) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULES 4001(b) AND 4001(c)

Upon the motion, dated March 18, 2009 (the "**Motion**"), of Chemtura Corporation (the "**Borrower**"), and all of its direct and indirect domestic subsidiaries that have filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") and are debtors in these jointly administered chapter 11 cases (the "**Cases**") (such affiliates, together with any entities that subsequently commence jointly administered chapter 11 cases and become guarantors under the DIP Loan Agreement (as defined in Paragraph (d)), the "**Guarantors**"), as debtors and debtors in possession (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); 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).

Borrower and the Guarantors, collectively, the "**Debtors**"), seeking entry of an order (this "**Order**"):

(a) authorizing the Debtors to obtain credit and incur debt secured by liens (as defined in section 101(37) of the Bankruptcy Code and referred to herein as "**Liens**") on property of the Debtors' estates (each time referred herein, as such term is defined in the Bankruptcy Code) pursuant to sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code and with priority, as provided in sections 364(c)(1) and 364(d) of the Bankruptcy Code;

(b) authorizing the Debtors to use cash collateral and other collateral pursuant to sections 363(c) and 363(e) of the Bankruptcy Code and Rule 4001(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), including Local Rule 4001-2, on the terms and conditions set forth in this Order;

(c) authorizing the Debtors to incur debt and obtain postpetition senior secured financing (the "**DIP Facility**") up to an aggregate principal or face amount of $400,000,000 in accordance with that certain Senior Secured Superpriority Debtor-in-Possession Credit Agreement, dated as of March 18, 2009 (the "**DIP Loan Agreement**") among the Borrower, Citibank, N.A., as Initial Issuing Bank and Administrative Agent (the "**Agent**"), and the lenders named therein (together with the Agent, the "**Lenders**"), substantially in the form annexed to the Motion as Exhibit A and incorporated herein by reference, and incur the "Obligations" under the DIP Loan Agreement (as provided for, and defined in, the DIP Loan Agreement, the "**DIP Obligations**");

(d) authorizing the Debtors to grant the Agent (for the ratable benefit of the Agent and the Lenders) Liens upon the Debtors' property as provided in and as contemplated by the DIP Loan Agreement and the Collateral Documents (as defined in the DIP Loan Agreement; the DIP Loan Agreement, the Collateral Documents and all such instruments and documents as may be executed and delivered in connection therewith or which relate thereto, collectively, the "**DIP Loan Documents**"), as supplemented by this Order;

(e) authorizing the Debtors to grant the Agent (for the ratable benefit of the Agent and the Lenders) a Superpriority Claim (as defined in Paragraph 15);

(f) authorizing the Debtors to provide adequate protection to Citibank, N.A., as Agent (the "**Prepetition Agent**") under, and to the lenders party to (collectively, the "**Prepetition Lenders**"), that certain Amended and Restated Credit Agreement, dated as of July 1, 2005, as amended and restated as of July 31, 2007 and as further amended by Amendment No. 1, dated as of September 30, 2007, by Waiver and Amendment No. 2, dated as of December 30, 2008 and by Amendment No. 3, dated prior to the Petition Date on of March 18, 2009, among Chemtura Corporation, as Borrower, the Prepetition Agent and the Prepetition Lenders, that certain Second Amended and Restated Pledge and Security Agreement, dated as of December 30, 2008, as supplemented by the Pledge and Security Agreement, dated as of February 20, 2009, among the Borrower, the Prepetition Agent and the Prepetition Lenders and all collateral, security and ancillary documents executed in connection therewith or which relate thereto (collectively the "**Existing Credit Agreement**"), on account of the Prepetition Secured Indebtedness (as defined in Paragraph N), and solely to the extent of such Prepetition Secured Indebtedness, to protect the Prepetition Agent and Prepetition Lenders from any diminution in the value of their interests in the Prepetition Collateral (as defined in Paragraph N) resulting from

(i) the Debtors' use of Cash Collateral (as defined in Paragraph 6), (ii) the priming Liens and security interests to be granted herein pursuant to section 364(d) of the Bankruptcy Code to secure the DIP Obligations, (iii) the use, sale or lease of the Prepetition Collateral other than Cash Collateral and (iv) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code;

(g) authorizing the Debtors to immediately borrow under the DIP Facility up to an aggregate principal or face amount of $190,000,000, to provide financing for working capital, letters of credit, capital expenditures and other general corporate purposes of the Debtors (subject to any limitations of borrowings under the DIP Loan Documents), subject to the Debtors, out of the proceeds from the initial borrowing under the DIP Facility, (i) indefeasibly repurchasing, free and clear of all Liens, encumbrances and other interests in property, all right, title and interest in and to the Receivables Portfolio (as defined in Paragraph O) by paying to Chemtura Receivables (as defined in Paragraph C) to pay to the Prepetition Receivables Agent (as defined in Paragraph C) aggregate invested capital of $117,388,411.52, plus yield and fees as set forth in the Existing Receivables Facility, and (ii) paying costs and expenses in connection with the DIP Loan Documents and the Cases, including but not limited to any and all fees to be paid upon the Effective Date (as defined in the DIP Loan Agreement) under the DIP Loan Documents; and

(h) setting the date for the hearing (the "**Final Hearing**") to consider the entry of a final order (the "**Final Order**") authorizing and approving, on a final basis, the transactions described in the foregoing clauses (a) through (g).

THE COURT HEREBY FINDS THAT:[2]

A. On March 18, 2009 (the "**Petition Date**"), the Debtors filed voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") for relief, and commenced proceedings under, chapter 11 of the Bankruptcy Code. The Cases have been consolidated procedurally for administrative purposes, and the Debtors have continued in the possession of their assets and in the management of their businesses pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. The Bankruptcy Court has jurisdiction, pursuant to 28 U.S.C. §§ 157(b) and 1334, over the Cases, and over the persons and property affected hereby. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). The statutory predicates for the relief sought herein are sections 105, 361, 362, 363, 364, 365 and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001 and 9014 and the Local Bankruptcy Rules. Venue of the Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. Prior to the Petition Date, the Borrower and the Guarantors were provided financing pursuant to the Existing Credit Agreement and through the sale and securitization of certain accounts of the Borrower and the Guarantors pursuant to the (a) Receivables Sale Agreement, dated as of January 23, 2009, among the Borrower, Great Lakes Chemical Corporation, GLCC Laurel, LLC and Biolab, Inc., as the sellers, and Chemtura Receivables LLC, as the buyer, ("**Chemtura Receivables**"), and (b) Receivables Purchase Agreement, dated as of January 23, 2009, among Chemtura Receivables LLC, as the seller, the Borrower, as the

[2] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate.

servicer, Citicorp USA, Inc., as the Agent, (the "**Prepetition Receivables Agent**"), Citigroup Global Markets Inc., as the arranger, The Royal Bank of Scotland PLC, as the syndication agent, and the purchasers party thereto from time to time (collectively, the "**Prepetition Receivables Parties**") (the agreements referred to in clauses (a), (b) and all ancillary documents executed in connection therewith or which relate thereto referred to herein as the "**Existing Receivables Facility**").

D. The Borrower has requested that the Agent and the Lenders enter into the DIP Facility to (a) following entry of this Order, fund expenses and other general corporate purposes of the Borrower and the Guarantors subject to compliance with the DIP Budget (as defined in the DIP Loan Agreement) within the variances set forth in the DIP Loan Agreement, (b) following entry of this Order, indefeasibly repurchase the Receivables Portfolio, (c) following entry of the Final Order, repay a portion of the Prepetition Secured Indebtedness of the Prepetition Lenders who become Lenders under the DIP Facility and (d) following entry of this Order, pay all accrued fees and expenses then due and payable to the Agent and Lenders. The terms and conditions of the DIP Facility are set forth in the DIP Loan Documents and this Order.

E. To provide a guaranty and security for the repayment of the advances under the DIP Facility, and for the payment of the other obligations of the Borrower hereunder and under the DIP Loan Documents, the Borrower and the Guarantors, as the case may be, will provide to the Agent and the Lenders (a) a guaranty from the Guarantors of the due and punctual payment of the obligations of the Borrower under the DIP Facility as set forth the DIP Loan Agreement, and (b) the security interest and Liens described in Section 9.01 of the DIP Loan Agreement.

F. An immediate need exists for the Debtors to obtain funds and financial accommodations with which to continue their ordinary course operations, meet their payroll and other necessary, ordinary course business expenditures, acquire raw materials, goods and services, repurchase the Receivables Portfolio, satisfy the adequate protection provisions hereunder, and administer and preserve the value of their estates. The ability of the Debtors to finance their operations requires the availability of additional working capital, the absence of which would immediately and irreparably harm the Debtors, their estates, and their creditors.

G. The Debtors are unable to obtain unsecured credit allowable only as an administrative expense pursuant to section 503(b)(1) of the Bankruptcy Code.

H. The Debtors also are unable to obtain credit secured by a Lien junior to the Prepetition Agent's and Prepetition Lenders' on the Prepetition Collateral or allowable under sections 364(c)(1), 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code except under the terms and conditions provided in this Order and the DIP Loan Documents. The Debtors are unable to obtain credit for borrowed money without the Debtors (i) granting to the Agent (for the ratable benefit of the Agent and the Lenders) Liens on various of the assets of the Debtors pursuant to sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, (ii) granting to the Agent (for the ratable benefit of the Agent and the Lenders) a superpriority administrative expense claim pursuant to section 364(c)(1) of the Bankruptcy Code, and (iii) allowing the repayment of a portion of the Prepetition Secured Indebtedness of the Prepetition Lenders who are Lenders under the DIP Facility, in each case subject to the terms of this Order and the DIP Loan Agreement. As a condition to any post-petition lending, the Lenders require the Debtors to repurchase the Receivables Portfolio.

I. The ability of the Debtors to finance their operations and the availability of sufficient working capital through the incurrence of indebtedness for borrowed money and other financial accommodations is vital to the Debtors' ability to preserve and maintain their going concern value.

J. The relief requested in the Motion is necessary, essential and appropriate for the continued operation of the Debtors' businesses and the management and preservation of their properties.

K. It is in the best interest of Debtors' estates to be authorized to borrow under the DIP Facility contemplated by the DIP Loan Agreement and the other DIP Loan Documents.

L. The terms and conditions of the DIP Facility, including those which provide for the payment of interest to, and fees of, the Agent (for the ratable benefit of Agent and the Lenders) at the times, and in the manner provided under the DIP Loan Documents, as well as any fees paid directly to the Agent, are fair, reasonable, and the best available under the circumstances.

M. The DIP Loan Documents were negotiated in good faith and at arm's length between the Debtors, on the one hand, and the Agent and the Lenders, on the other hand. Credit to be extended under the DIP Facility will be so extended in good faith, in consequence of which the Agent and the Lenders are entitled to the protection and benefits of section 364(e) of the Bankruptcy Code.

N. Pursuant to the Existing Credit Agreement, the Prepetition Agent and the Prepetition Lenders made loans and other financial accommodations to or for the benefit of the Borrower and the Guarantors. As of the Petition Date, the Debtors acknowledge that the aggregate principal amount of the secured portion of the Debtors' obligations due and owing under the Existing Credit Agreement was no less than $139,200,000 (the "**Prepetition Secured Indebtedness**"). The Prepetition Secured Indebtedness is secured by security interests in, and Liens on, including, all inventory, certain shares of stock or other equity interests and the certificates, if any, representing such shares and all dividends, distributions, return of capital, cash, instruments or other property from time to time received, receivable or otherwise distributed in respect of in exchange for any or all of such shares (the "**Prepetition Collateral**"). The Guarantors have guaranteed and acted as surety for the Prepetition Secured Indebtedness. Nothing in this Order or any DIP Loan Document shall be construed as limiting the amount of Prepetition Secured Indebtedness or shall prejudice the right of the Agent or any Lender, or the rights of any party in interest other than the Debtors (subject to the terms set forth herein) to contest such amount; *provided*, *however*, that for purposes of this Order and the DIP Loan Documents, Prepetition Secured Indebtedness shall equal $139,200,000.

O. Pursuant to the Existing Receivables Facility, the Prepetition Receivables Agent and the Prepetition Receivables Parties purchased undivided fractional interests, as set forth in the Existing Receivables Facility (such interests being the "**Receivables Interests**"), in and to the Pool Receivables, the Related Security with respect thereto and the Collections in respect thereof (all as defined in the Existing Receivables Facility) (such Pool Receivables, Related Security and Collections being the "**Receivables Portfolio**") from Chemtura Receivables, a non-Debtor bankruptcy remote subsidiary of the Borrower. As of the Petition

Date, the aggregate capital invested in the Receivables Portfolio under the Existing Receivables Facility was approximately $117,388,411.52, plus yield and other fees, and costs and expenses (including professionals' fees and disbursements) provided for under the Existing Receivables Facility (the "**Prepetition Receivables Amount**"). The Prepetition Receivables Amount is payable from the Receivables Portfolio.

P. Subject to the rights of any party in interest (including a statutory committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the "**Committee**") to challenge, the validity, priority, perfection and enforceability of the Prepetition Secured Indebtedness, as set forth in Paragraphs 28 and 29, the Debtors hereby admit that (i) they are truly and justly indebted under the Existing Credit Agreement in the amount of the Prepetition Secured Indebtedness without offsets, defenses, claims (each time used herein, as such term is defined in the Bankruptcy Code) or counterclaims of any kind, (ii) the Prepetition Secured Indebtedness is secured by valid, perfected, enforceable and unavoidable Liens and security interests granted to the Prepetition Agent for the benefit of the Prepetition Lenders, upon and in the Prepetition Collateral, and (iii) the Prepetition Receivables Parties have valid, perfected, enforceable and unavoidable Receivables Interests in and to the Receivables Portfolio owned by Chemtura Receivables and Chemtura Receivables owns the Receivables Portfolio subject only to the Receivables Interests. Subject to the rights of any party in interest (including the Committee) to challenge, the validity, priority, perfection and enforceability of the Prepetition Secured Indebtedness as set forth in Paragraphs 28 and 29, the Debtors further hereby waive and release any right, action or claim they may have (i) to challenge (a) that the Prepetition Secured Indebtedness and the Prepetition Agent's and the Prepetition Lenders' claims are valid, enforceable and unavoidable, (b) that the Prepetition Agent and the Prepetition Lenders hold

valid, perfected, enforceable and unavoidable security interests in, and Liens on, the Prepetition Collateral and the proceeds thereof to the extent of the Prepetition Secured Indebtedness, (c) that the Prepetition Receivables Agent and the Prepetition Receivables Parties hold valid, perfected, enforceable and unavoidable Receivables Interests in and to the Receivables Portfolio and that the Receivables Portfolio is owned by Chemtura Receivables subject only to the Receivables Interests, (d) any assertion made by any person that the Debtors have no offsets, defenses, claims or counterclaims of any kind against the Prepetition Agent and the Prepetition Lenders with respect to the Prepetition Secured Indebtedness, and (e) any assertion made by any person that the Debtors have no offsets, defenses, claims or counterclaims of any kind against the Prepetition Receivables Agent and the Prepetition Receivables Parties with respect to the Prepetition Receivables Amount or (ii) to assert any other claim, cause of action or challenge to the (a) Prepetition Secured Indebtedness or the Liens held by the Prepetition Agent and the Prepetition Lenders in respect thereof, and (b) Prepetition Receivables Amount or the Receivables Interests held by the Prepetition Receivables Agent and the Prepetition Receivables Parties in the Receivables Portfolio or the ownership of the Receivables Portfolio by Chemtura Receivables subject to the Receivables Interests.

Q. The Prepetition Agent and the Prepetition Lenders are entitled, pursuant to sections 361, 363(c), 363(e) and 364(d) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral (to the extent of the Prepetition Secured Indebtedness) from any diminution in value of the Prepetition Collateral resulting from the use of their Cash Collateral and the use, sale or lease of the Prepetition Collateral, the imposition of the automatic stay and the priming of the Prepetition Agent's and the Prepetition Lenders' Liens on the Prepetition Collateral by the Liens in favor of the Agent and Lenders granted in this Order and

the DIP Loan Documents pursuant to section 364(d) of the Bankruptcy Code. The Debtors have agreed, in their reasoned business judgment, to provide adequate protection to the Prepetition Agent and the Prepetition Lenders on the terms and conditions set forth in this Order, which terms and conditions are fair and reasonable and were negotiated in good faith and at arm's length.

R. Notice of the hearing (the "**Interim Hearing**") and the relief requested in the Motion was given on the Petition Date by electronic mail, facsimile and/or overnight delivery to (i) the Office of the United States Trustee for the Southern District of New York (the "**U.S. Trustee**", (ii) counsel to the Prepetition Agent (on behalf of itself and the Prepetition Lenders), (iii) counsel to the Prepetition Receivables Agent (on behalf of itself and the Prepetition Receivables Parties), (iv) counsel to the Agent (on behalf of itself and the Lenders), (v) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims (to the extent practicable), (vi) the indenture trustee for each of the Debtors' outstanding bond issuances, (vii) the Internal Revenue Service, (viii) the Environmental Protection Agency, (ix) the Securities and Exchange Commission, and (x) other secured parties as shown on any Uniform Commercial Code searches conducted prepetition, to the extent practicable (collectively, the "**Initial Notice Parties**"). Such notice constitutes good and sufficient notice of the Motion and the Interim Hearing under the circumstances in accordance with Bankruptcy Rules 4001(b), 4001(c), the Local Bankruptcy Rules and section 102(1) of the Bankruptcy Code, as required by sections 363(c), 363(e), 364(c) and 364(d) of the Bankruptcy Code in light of the emergency nature of the relief requested in the Motion.

S. Good and sufficient cause has been shown for the entry of this Order. Among other things, the entry of this Order will enable the Debtors: to continue the operation of

their business and avoid immediate and irreparable harm to the Debtors' estates and their properties; to meet payroll, related taxes and other operating expenses; to obtain needed supplies and raw materials; and to avoid disputes with the Prepetition Agent and the Prepetition Lenders with respect to adequate protection. Entry of this Order is in the best interests of the Debtors, their creditors, and their estates. Approval of the DIP Facility is vital to avoid immediate and irreparable harm to the Debtors' estates, and is therefore in the best interests of all stakeholders in the Debtors' estates.

NOW THEREFORE, based upon the Motion of the Debtors, and the record before the Bankruptcy Court with respect to the Motion made by the Debtors at the Interim Hearing and good cause appearing therefor,

IT IS ORDERED that:

1. The Motion, and the terms and the conditions of the DIP Facility set forth therein, are hereby approved. The Debtors are authorized to:

(a) enter into the DIP Facility;

(b) execute and deliver each of the DIP Loan Documents to which any Debtor is a party;

(c) with respect to the Borrower, borrow and obtain extensions of credit up to $190,000,000 under the DIP Loan Agreement pending the Final Hearing;

(d) use proceeds of the initial borrowing under the DIP Facility to indefeasibly repurchase the Receivables Portfolio and pay all outstanding capital, plus accrued

and unpaid yield, and related fees, and professional fees, costs and expenses, with respect thereto as set forth in the Existing Receivables Facility;

(e) pay all fees and expenses required under or referred to in the DIP Facility as such become due, including, agent fees, commitment fees, letter of credit fees and facility fees, and reasonable fees and expenses of attorneys, financial advisors, accountants and other professionals; and

(f) pay Adequate Protection Obligations (as defined in Paragraph 10).

2. The Debtors hereby are authorized and directed to do and perform all acts and to make, execute, and deliver all instruments and documents which may be required or necessary for the performance by the Debtors under the DIP Loan Documents and the creation and perfection of (i) the Liens granted by the Debtors, as described in and provided for by the DIP Loan Documents and (ii) the Adequate Protection Liens (as defined in Paragraph 10).

3. Each officer of the Debtors hereby is authorized to execute and deliver each of the DIP Loan Documents, such execution and delivery to be conclusive of their respective authority to act in the name of and on behalf of the Debtors.

4. The Debtors hereby are authorized and directed to grant to the Agent (for the ratable benefit of the Agent and the Lenders) and the Agent is hereby granted (for the ratable benefit of the Agent and the Lenders) as collateral pursuant to the DIP Loan Documents to secure all DIP Obligations: (i) pursuant to sections 364(c)(2) of the Bankruptcy Code and subject only to the Carve-Out, first priority, valid, binding, enforceable and perfected security interests in, and Liens upon, all unencumbered tangible and intangible property of the Debtors'

estates and on all cash (whether maintained in an account with the Agent or otherwise) and any investments of the funds therein, inventory, the Receivables Portfolio and any other accounts receivable, and other right to payment whether arising before or after the Petition Date (including any such property that is subject to valid and perfected Liens in existence on the Petition Date, to the extent that such Liens are thereafter released or otherwise extinguished in connection with the satisfaction of the obligations secured by such obligations); (ii) pursuant to section 364(c)(3) of the Bankruptcy Code and subject to the Carve-Out, junior, valid, binding, enforceable and perfected security interests in, and Liens upon all real, personal and mixed property of the Debtors' estates that are subject to valid and perfected Liens in existence on the Petition Date other than property of the Debtors' estates that secures the Prepetition Secured Indebtedness (which Liens will for the avoidance of doubt be junior to existing Liens); and (iii) pursuant to section 364(d) of the Bankruptcy Code and subject to the Carve-Out, valid, binding, enforceable and perfected priming Liens upon all tangible and intangible property of the Debtors' estates that secures the Prepetition Secured Indebtedness. The property described in this Paragraph 4, and the collateral in which Liens are granted pursuant to this Paragraph 4, including, all of the property and assets of the Debtors and their estates, real and personal, tangible and intangible, including all causes of action (except as provided below), whether owned as of the Petition Date or after acquired or arising, and regardless of where located or by whomsoever held (and as further set forth in Article IX of the DIP Loan Agreement), and whether now owned or in which the Debtors have any interest or hereafter acquired or in which the Debtors obtain an interest are referred to herein as the "**DIP Collateral**", *provided that* the DIP Collateral under this Order shall not include, and the Agent shall not be granted a Lien on, actions for preferences, fraudulent conveyances, and other avoidance power claims under sections 544, 545, 547, 548,

550, and 553 of the Bankruptcy Code (collectively, "**Avoidance Actions**"), nor shall it include the proceeds of such Avoidance Actions, for the purposes of this Order and pending the Final Order.

5. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby lifted, as necessary, to permit (i) the Debtors to grant the Liens to the Agent (for the ratable benefit of the Agent and the Lenders), as provided in Paragraph 4 (the "**DIP Liens**"), and the Adequate Protection Liens, (ii) the Debtors to perform the DIP Obligations and incur the liabilities to the Agent and the Lenders under the DIP Loan Documents, (iii) the exercise of remedies by the Agent following a DIP Order Event of Default in accordance with and as defined in Paragraph 21, including delivery by the Agent of an Enforcement Notice (as defined in Paragraph 23) and (iv) any action of the Lenders to file and record financing statements, mortgages or other instruments to provide further notice of and evidence the grant and perfection of the Liens granted to the Agent and Lenders, as the Agent shall determine.

6. (a) The Debtors hereby are authorized to use the cash and cash equivalent proceeds of the Prepetition Collateral that constitute "cash collateral" within the meaning of section 363 of the Bankruptcy Code (the "**Cash Collateral**") and other property in which the Prepetition Agent and the Prepetition Lenders have an interest pursuant to sections 363(b) and 363(c) of the Bankruptcy Code in accordance with the terms and conditions of the DIP Loan Agreement and this Order; *provided* that, irrespective of whether the DIP Loan Agreement at any particular time is effective between or constitutes binding obligations of the parties thereto, such Cash Collateral only may be used as authorized and permitted herein and only (other than with respect to the Carve-Out) so long as (i) subject to Paragraph 23, no Event of Default (as defined in the DIP Loan Agreement) shall have occurred and is continuing under

the DIP Loan Agreement, (ii) the Termination Date (as defined in Paragraph 20) shall not have occurred under the DIP Loan Agreement, (iii) the Final Order shall have been entered by the Bankruptcy Court on or before the thirtieth (30^{th}) day after the Petition Date and (iv) the Debtors are not in default of their Adequate Protection Obligations under this Order.

(b) Except as otherwise agreed in writing among the Debtors, the Agent and the Lenders, the Debtors shall use proceeds of the DIP Facility, Cash Collateral or proceeds of any Prepetition Collateral or DIP Collateral only as permitted under the DIP Loan Documents.

7. The DIP Liens are created and granted pursuant to sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code and, with respect to the priming of the Liens of the Prepetition Lenders on the Prepetition Collateral only, section 364(d) of the Bankruptcy Code. With the exception of (a) the Carve-Out, and (b) (i) property of each of the Debtors' estates which, on the Petition Date, was subject to a valid and perfected Lien (other than property of the Debtors' estates that secures the Prepetition Secured Indebtedness) or becomes subject to a valid Lien perfected (but not granted) after the Petition Date to the extent such post-Petition Date perfection in respect of prepetition claims is expressly permitted under the Bankruptcy Code (the "**Permitted Prior Liens**") and (ii) such other Liens as are expressly permitted under the DIP Loan Documents (together with the Permitted Prior Liens, the "**DIP Permitted Liens**"), the DIP Liens are first, prior, perfected, and superior to any security, mortgage, collateral interest or Lien or claim to the DIP Collateral. Notwithstanding anything to the contrary set forth elsewhere in this Order, the DIP Liens shall be, and hereby are senior in priority to any and all Adequate Protection Liens of the Prepetition Agent or Prepetition Lenders. The DIP Liens and the Adequate Protection Liens shall not be subject or subordinate to (i) any DIP Permitted Lien or

security interest that is avoided and preserved for the benefit of the Debtors and their estates, (ii) except as provided in this Order and the DIP Loan Documents, any Liens arising after the Petition Date including, any Liens or security interests granted in favor of any federal, state municipal or other governmental unit, commission, board or court for any liability of the Debtors; or (iii) any intercompany or affiliate liens of the Debtors. Moreover, nothing herein shall be deemed to affect the assertion by any party of valid rights of setoff or recoupment.

8. All amounts applied to the payment of the DIP Obligations shall be applied thereto in the manner set forth in the DIP Loan Documents.

9. The Debtors hereby are authorized and directed to use proceeds of the DIP Facility and Cash Collateral to, at the closing of the DIP Facility, repurchase the Receivables Portfolio. Such repurchase shall be irrevocable and shall not be subject to challenge, rescission, disgorgement or any other challenge under any circumstances, including, pursuant to any claim by any party in interest.

10. (a) Solely to the extent of the Prepetition Secured Indebtedness, and in accordance with sections 363(e) and 364(d) of the Bankruptcy Code, as adequate protection, subject and subordinate only to (i) the Carve-Out, (ii) the DIP Liens, and (iii) Permitted Prior Liens, the Prepetition Agent is hereby granted (for the ratable benefit of the Prepetition Agent and the Prepetition Lenders) valid, binding, enforceable and perfected Liens (the "**Adequate Protection Liens**") in all DIP Collateral to secure an amount of Prepetition Secured Indebtedness equal to any diminution in the value of the Prepetition Collateral subsequent to the Petition Date (the "**Adequate Protection Obligations**") by (i) the reduction in the Prepetition Agent's and Prepetition Lenders' interest in the Prepetition Collateral as a consequence of the

priming authorized hereunder, (ii) sale, lease or use (other than by payment of the Prepetition Secured Indebtedness which is not secured by the Adequate Protection Liens) of the Prepetition Collateral including any Cash Collateral, and (iii) the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code.

(b) As additional adequate protection in accordance with sections 361, 363 and 364(d) of the Bankruptcy Code, and subject to section 506(b) of the Bankruptcy Code, the Debtors hereby are authorized and directed, notwithstanding anything to the contrary set forth elsewhere in this Order, to pay to the Prepetition Agent (for application in accordance with the Existing Credit Agreement) and for the benefit of all Prepetition Lenders, including those who are Lenders, solely on account of diminution in value of the Prepetition Collateral and subject to disgorgement to the extent that any payments authorized hereunder exceed the diminution in value, except to the extent such payments are otherwise authorized under the Bankruptcy Code: (i) monthly payment of current interest and letter of credit fees on the Prepetition Secured Indebtedness at the applicable non-default rates per the terms of the Existing Credit Agreement; and (ii) on a current basis and promptly upon delivery of invoices therefor (subject in all respects to applicable privilege or work product doctrines), the reasonable and documented fees and disbursements of respective professionals (including but not limited to, the reasonable and documented fees and disbursements of counsel and advisers as permitted under the Existing Credit Agreement) for the Prepetition Agent (including the payment on the Effective Date or as soon thereafter as is practicable of any unpaid prepetition fees and expenses) and the continuation of the payment to the Prepetition Agent on a current basis of the fees that are provided for under the Existing Credit Agreement as it relates to the Prepetition Secured Indebtedness (clauses (i) and (ii) together, the "**Adequate Protection Payments**"; for the

avoidance of doubt, the Adequate Protection Payments and the Adequate Protection Liens comprise the Adequate Protection Obligations), which invoices shall be provided to counsel for the Debtors, the Committee and the U.S. Trustee.

11. Payment of the Prepetition Secured Indebtedness and the Adequate Protection Obligations shall, at all times, be subordinated to the indefeasible payment in full in cash of the DIP Obligations and the Carve-Out. Without limiting the generality of the foregoing, unless and until all outstanding DIP Obligations are indefeasibly paid in full in cash and the Termination Date shall have occurred, under no circumstances shall any holder of Prepetition Secured Indebtedness or Adequate Protection Obligations have, with respect thereto, any enforcement rights against the DIP Collateral or any other rights or remedies that may interfere with or otherwise restrict the rights and remedies of the Agent or the Lenders hereunder, under the DIP Loan Documents or otherwise with respect to DIP Obligations. The Agent and the Lenders shall have no obligations to the Prepetition Agent, any Prepetition Lender, the Prepetition Receivables Agent or any Prepetition Receivables Parties with respect to the DIP Collateral, including: (i) any collection, sale or other disposition of any or all of the DIP Collateral by the Agent or Lenders shall be free and clear of any and all security interests, Liens and claims of the Prepetition Agent or the Prepetition Lenders, or of any and all security interests, Liens and claims, if any, of the Prepetition Receivables Agent and Prepetition Receivables Parties; (ii) that none of the foregoing parties will oppose, interfere with or otherwise attempt to prevent the Agent on behalf of itself and the Lenders from enforcing their security interests in, or Liens on, any of the DIP Collateral; (iii) that none of the foregoing parties shall have any right to require the Agent and Lenders to (a) marshal any property or assets of the Debtors, or (b) enforce any guaranty or any security interest or lien given by any person or entity

other than any of the Debtors to secure the payment of any or all of the DIP Obligations as a condition precedent or concurrent to taking any action against or with respect to the DIP Collateral.

12. (a) This Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of (i) the DIP Liens and (ii) the Adequate Protection Liens, in each case without the necessity of filing or recording this Order (other than as docketed in the Cases) or any financing statement, mortgage or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any other action to validate or perfect the DIP Liens and the Adequate Protection Liens, or to entitle the Agent or the Prepetition Agent to the priorities granted herein (including, in respect of cash or deposits or investment property, any requirement that the Agent or a Lender have possession of or dominion and control over, any such cash in order to perfect an interest therein); *provided* that the Debtors are authorized to execute and the Agent may file or record financing statements, mortgages or other instruments further to evidence or further to perfect the DIP Liens authorized, granted and perfected hereby; and *provided further* that no such filing or recordation shall be necessary or required in order to create, perfect or affect the priority of any such Lien.

(b) To the extent provided for in Section 10.04 of the DIP Loan Agreement, Section 9.04 of the Existing Credit Agreement and Section 11.05 of the Existing Receivables Facility, as the case may be, the Debtors are hereby authorized and directed to pay, as soon as practicable, all reasonable and documented costs, fees and out of pocket expenses of the Agent and the Lenders, the Prepetition Agent, the Prepetition Lenders, the Prepetition Receivables Agent and the Prepetition Receivables Parties, including costs, fees and expenses incurred in connection with the negotiation and documentation of the DIP Facility and the

matters set forth in this Order, and for any other costs and expenses. None of such costs and expenses shall be subject to the approval of the Bankruptcy Court, and no recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Bankruptcy Court, which invoices shall be provided to counsel for the Debtors, the Committee and the U.S. Trustee.

13. The Agent, in its discretion, may file a copy of this Order as a mortgage, financing statement or similar perfection document with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which the Debtors have real or personal property (but is not required to perfect any Lien).

14. The DIP Loan Agreement and each of the DIP Loan Documents, respectively, shall constitute and evidence the valid and binding DIP Obligations of each of the Debtors, which DIP Obligations shall be enforceable against each of the Debtors in accordance with their terms and the terms of this Order.

15. (a) The DIP Obligations shall be an allowed administrative expense claim with priority, subject and subordinate only to the Carve-Out, under sections 364(c)(1) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever (the "**Superpriority Claim**").

(b) Claims of the Prepetition Agent and Prepetition Lenders with respect to the Adequate Protection Obligations shall be entitled to all of the benefits of section 507(b) of the Bankruptcy Code; *provided* that any claim of the Prepetition Agent or Prepetition Lenders arising thereunder shall be (i) an allowed administrative expense claim junior in priority

and subordinate in all respects to only the Superpriority Claim and the Carve-Out, and (ii) otherwise senior in priority over all other administrative expense claims and unsecured claims against the Debtors, now existing or hereafter arising, of any kind or nature whatsoever (the "**Junior Superpriority Claim**").

16. Interest on the DIP Obligations shall accrue at the rates and shall be paid at the times as provided in the DIP Loan Documents. All DIP Obligations shall become due and payable, without notice or demand, on the Termination Date.

17. Except for the Carve-Out, no costs or expenses of administration, including, professional fees allowed and payable under sections 330 and 331 of the Bankruptcy Code that have been or may be incurred in the Cases, and no priority claims to the DIP Collateral are, or will be, prior to or on a parity with the DIP Obligations, the Adequate Protection Obligations, any Superpriority Claim or Junior Superpriority Claim, or any other claims of the Agent (whether for itself or for the ratable benefit of the Lenders), the Lenders or the Prepetition Agent (whether for itself or for the ratable benefit of the Prepetition Lenders) arising hereunder.

18. The term "**Carve-Out**" means (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the U.S. Trustee under Section 1930(a) of title 28 of the United States Code, (ii) professional fees of the Debtors and the Committee that are incurred prior to an Event of Default, and invoiced and payable under sections 330 and 331 of the Bankruptcy Code, whether prior to or after an Event of Default (but only to the extent that such fees are payable pursuant to an order of the Bankruptcy Court), and (iii) without duplication of the amounts described in clause (ii), professional fees of the Debtors and the Committee in an aggregate amount not to exceed $8,000,000 incurred after the occurrence and during the continuance of an

Event of Default (but only to the extent that such fees are payable pursuant to an order of the Bankruptcy Court); *provided, however*, (to the extent allowed by the Bankruptcy Court), that the Debtors shall be permitted to pay the professional fees described in clause (ii) and the amount of such fees and expenses paid under clause (ii) shall not be reduced by the amount of any compensation and reimbursement of expenses incurred prior to the occurrence of an Event of Default (to the extent allowed by the Bankruptcy Court) whether paid prior to or after an Event of Default or any fees, expenses, indemnities or other amounts paid to the Agent or the Lenders and their respective attorneys and agents and; *provided, further,* that nothing herein shall be construed to impair the ability of any party to object to any fees, expenses, reimbursement or compensation described above in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Guidelines for Reviewing Applications for Compensation & Reimbursement of Expenses Filed Under 11 U.S.C. Section 330 and any applicable order of the Bankruptcy Court.

19. Solely upon entry of the Final Order, as a further condition of the DIP Facility and any obligation of the Agent or the Lenders to make credit extensions pursuant to the DIP Loan Documents other than the Carve-Out, no costs or expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral, the Prepetition Collateral or the Cash Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law without the prior written consent of the Agent or the Prepetition Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent, the Lenders, the Prepetition Agent or the Prepetition Lenders.

20. All (a) DIP Obligations shall be immediately due and payable, without notice and demand, and (b) authority to use the proceeds of the DIP Facility and to use Cash Collateral shall cease, subject to the obligations with respect to the Carve-Out, both on the date that is the earliest to occur of (the "**Termination Date**") (i) the Maturity Date (as defined in the DIP Loan Agreement), (ii) the effective date of a plan of reorganization of the Borrower and the Guarantors, and (iii) the date of termination of the Commitments in accordance with Section 2.05 or 6.01 of the DIP Loan Agreement.

21. The occurrence of the Termination Date or, if sooner, the Agent's furnishing the Debtors with notice of the occurrence of any Event of Default (as defined in the DIP Loan Agreement) shall constitute a "**DIP Order Event of Default**". Unless and until the DIP Obligations and Adequate Protection Obligations are unconditionally and indefeasibly repaid in full in cash, the protections afforded to the Agent under the DIP Loan Documents and hereunder, and any actions taken pursuant thereto and hereto, and the Carve-Out (as to pre-conversion or pre-effective date services), shall survive the entry of any order confirming a plan of reorganization or converting any of the Cases into a case pursuant to chapter 7 of the Bankruptcy Code. The Debtors agree not to seek, and it shall constitute an Event of Default under the DIP Loan Agreement, if any of the Debtors seek, or if there is entered, (i) any modifications or extensions of this Order without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the Agent, (ii) an order converting any of the Cases to a case under chapter 7 of the Bankruptcy Code or (iii) an order dismissing any of the Cases. If an order dismissing any of the Cases under section 1122 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code), to the fullest extent permitted by law, that

(i) the DIP Liens, the Adequate Protection Liens, the Superpriority Claim and the Junior Superpriority Claim granted, pursuant to the DIP Loan Documents and this Order, shall continue in full force and effect and maintain their priorities as provided in this Order until the DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full in cash and (ii) the Bankruptcy Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, Liens, priorities and security interests as provided in this Order.

22. The time and manner of payment of the DIP Obligations, the DIP Liens and the Superpriority Claim shall not be altered or impaired by any chapter 11 plan of reorganization, that may hereafter be confirmed or by any further order of the Bankruptcy Court which may hereafter be entered without the consent of the Agent and the Lenders.

23. Upon the occurrence of a DIP Order Event of Default and at any time thereafter during the continuance thereof, with five business days' prior written notice (an "**Enforcement Notice**") of any such occurrence, in each case given to the Debtors and the Debtors' counsel, counsel to the Committee, the Prepetition Agent, and the U.S. Trustee, the Agent shall be entitled to exercise the Agent's rights and remedies as set forth in the DIP Loan Documents or under applicable law (including, the right to setoff monies of the Debtors in accounts maintained with the Agent or any Lender). Any Enforcement Notice shall also be filed with the Bankruptcy Court. This Order shall not prejudice the rights of any party-in-interest to oppose the exercise of the Agent's or the Lenders' remedies; *provided* that the only issue that may be raised by any party in opposition thereto shall be whether a DIP Order Event of Default has in fact occurred and is continuing, and the Debtors hereby waive their right to seek any relief, whether under section 105 of the Bankruptcy Code or otherwise, that would in any way impair, limit or restrict, or delay the exercise or benefit of, the rights and remedies of Agent or

the Lenders under the DIP Loan Documents or this Order. At the expiration of the five business day period, in the absence of a determination by the Bankruptcy Court that a DIP Order Event of Default has not occurred or is not continuing, the Agent and the Lenders shall be entitled to pursue all remedies under the DIP Loan Documents or applicable law without further order to the Bankruptcy Court. The automatic stay is hereby deemed modified to permit the pursuit of such remedies. In no event shall the Agent, the Lenders, the Prepetition Agent, the Prepetition Lenders, the Prepetition Receivables Agent or the Prepetition Receivables Parties be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to the DIP Collateral.

24. In addition, immediately following the occurrence and during the continuance of any DIP Order Event of Default: (i) the Debtors shall continue to deliver and cause the delivery of the proceeds of DIP Collateral to the Agent, as provided in the DIP Loan Documents; and (ii) any obligation otherwise imposed on the Agent and the Lenders to provide any Loan (as defined in the DIP Loan Agreement) or any other extension of credit under the DIP Facility shall be suspended.

25. Nothing included herein shall prejudice, impair, or otherwise affect the rights of the Agent, the Lenders, the Prepetition Agent, the Prepetition Lenders, the Prepetition Receivables Agent or the Prepetition Receivables Parties to seek any other or supplemental relief in respect of the Debtors consistent with and subject to the provisions of this Order.

26. If any provision of this Order is hereafter modified, amended, vacated, reversed or stayed in any respect by subsequent order of this or any other court for any reason, such modification, amendment, vacation, reversal or stay shall not affect the validity of any Obligation or liability incurred pursuant to this Order.

27. The Liens, Superpriority Claim and Junior Superpriority Claim granted to the Agent under the DIP Facility and this Order, and to the Prepetition Agent under this Order, and the priority thereof, and any payments made pursuant to the DIP Facility and this Order, shall be binding (subject to the terms of this Order) on the Debtors, any successor trustee or examiner, and all creditors of the Debtors, as provided in section 364(e) of the Bankruptcy Code.

28. (a) Notwithstanding anything herein or in any other order by the Bankruptcy Court to the contrary, no party may, and no borrowings, proceeds of letters of credit, Cash Collateral, Prepetition Collateral, DIP Collateral, portion of the proceeds of the DIP Facility or part of the Carve-Out may be used for any of the following (each, a "**Lender Claim**") without the prior written consent of each affected party to: (a) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of any amount due under any DIP Loan Document or the Existing Credit Agreement or the Liens or claims granted under this Order, any DIP Loan Document or the Existing Credit Agreement, (b) assert any claim or cause of action against any Agent, Lender, Prepetition Agent or Prepetition Lender or their respective agents, affiliates, representatives, attorneys or advisors, (c) except to contest the occurrence or continuation of a DIP Order Event of Default, prevent, hinder or otherwise delay the Agent's or the Prepetition Agent's assertion, enforcement or realization on the Cash Collateral or the DIP Collateral in accordance with the DIP Loan Documents, the Existing Credit Agreement or this Order, (d) assert or prosecute any action for preferences, fraudulent conveyances, other

avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against any Prepetition Agent or Prepetition Lender or their respective agents, affiliates, representatives, attorneys or advisors in connection with matters related to the Existing Credit Agreement, the Prepetition Secured Indebtedness or the Prepetition Collateral (including the obligations thereunder), or (e) seek to modify any of the rights granted to the Agent, the Lenders, the Prepetition Agent or the Prepetition Lenders hereunder or under the DIP Loan Documents or the Existing Credit Agreement, provided that advisors to the Committee may investigate the Prepetition Secured Indebtedness, and subject to Paragraph 29 and to any applicable law with respect to standing, commence any related proceedings as a representative of the Debtors' estates at an expense not to exceed $50,000.

(b) Notwithstanding anything herein or in any other order by the Bankruptcy Court to the contrary, no party may, and no borrowings, proceeds of letters of credit, Cash Collateral, Prepetition Collateral, DIP Collateral, portion of the proceeds of the DIP Facility or part of the Carve-Out may be used for any of the following without the prior written consent of each affected party to: (a) object, contest or raise any defense to the validity, perfection, priority, extent or enforceability of the "true sale" nature of the sale of the Receivables Portfolio by the Debtors to Chemtura Receivables, any amounts due under the Existing Receivables Facility or the Liens and security interests of the Prepetition Receivables Parties against the Receivables Portfolio, (b) assert any claim or cause of action against any Prepetition Receivables Agent or Prepetition Receivables Party or their respective agents, affiliates, representatives, attorneys or advisors, (c) assert or prosecute any action for preferences, fraudulent conveyances, other avoidance power claims or any other claims, counterclaims or causes of action, objections, contests or defenses against any Prepetition

Receivables Agent or Prepetition Receivables Party or their respective agents, affiliates, representatives, attorneys or advisors in connection with matters related to the Receivables Portfolio or the Existing Receivables Facility (including the obligations thereunder), or (d) assert or prosecute any claim that the assets and liabilities of Chemtura Receivables should be substantively consolidated with any of the Debtors or with each other.

29. (a) Each stipulation, admission and agreement contained in this Order shall be binding upon the Debtors and any successor thereto (including, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors) under all circumstances and for all purposes, and the Debtors are deemed to have irrevocably waived and relinquished all Lender Claims as of the date of entry of this Order. Each stipulation, admission and agreement contained in this Order shall also be binding upon all other parties in interest, including, the Committee, under all circumstances and for all purposes, except to the extent that (i) a party in interest has, subject to the limitations contained herein, including, *inter alia*, in Paragraph 28, timely and properly filed an adversary proceeding or contested matter asserting a Lender Claim with respect to any of the stipulations or admissions set forth in this Order by no later than the date that is 60 days (or such later date as has been agreed to, in writing, by the applicable Prepetition Agent in its sole discretion) after the appointment of the Committee, *provided* that if the Committee files a motion for approval to commence and prosecute an adversary proceeding (with a draft complaint attached thereto) within the 60-day period in connection with a Lender Claim, such 60-day period shall be extended to 75 days, and (ii) there is a final order in favor of the plaintiff sustaining such Lender Claim.

(b) The success of any particular Lender Claim shall not alter the binding effect on each party in interest of any stipulation or admission not subject to such Lender

Claim. Except to the extent (but only to the extent) a timely and properly filed adversary proceeding or contested matter asserting a Lender Claim is successful, (i) the Prepetition Secured Indebtedness shall constitute allowed claims, not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaims, defense or "claim" (as such term is defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or other applicable law, for all purposes in the Cases and any subsequent chapter 7 cases, (ii) the security interests of the Prepetition Agent and Prepetition Lenders pursuant to the Existing Credit Agreement to the extent securing the Prepetition Secured Indebtedness shall be deemed to have been, as of the Petition Date, legal, valid, binding perfected and enforceable liens and security interests not subject to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaims, defense or "claim" (as such term is defined in the Bankruptcy Code) of any kind, and (iii) the Prepetition Secured Indebtedness and the security interests of the Prepetition Agent and Prepetition Lenders pursuant to the Existing Credit Agreement to the extent securing the Prepetition Secured Indebtedness shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' estates, including, any successor thereto (including, any chapter 7 or chapter 11 trustee appointed or elected for any of the Debtors).

(c) Nothing in this Order vests or confers on any person (as defined in the Bankruptcy Code), including the Committee, standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, Lender Claims with respect to the Existing Credit Agreement or the Prepetition Secured Indebtedness.

30. The Agent's or any Lender's failure to seek relief or otherwise exercise its rights and remedies under the DIP Facility or this Order, and the Prepetition Agent's, any

Prepetition Lender's, the Prepetition Receivables Agent's or any Prepetition Receivables Party's failure to seek relief or otherwise exercise its rights and remedies under this Order, shall not constitute a waiver of any of the Agent's, such Lender's, the Prepetition Agent's, such Prepetition Lender's, the Prepetition Receivables Agent's or any Prepetition Receivables Party's rights hereunder, thereunder, or otherwise.

31. Subject to the provisions of the DIP Loan Agreement, the Debtors, the Agent and the Required Lenders may amend, and the Agent and the Lenders may waive, any provision of the DIP Loan Documents, and the Debtors may update any representations and release the Agent and Lenders, without seeking the approval of the Bankruptcy Court; *provided* that such amendment or waiver, in the judgment of the Debtors and the Agent, is either nonprejudicial to the rights of third parties or is not material, and that notice thereof be provided to the Prepetition Agent, counsel for the Committee and the U.S. Trustee no less than three days prior to the effective date of such amendment or waiver (or such shorter period as to which such parties may agree). Except as otherwise set forth in the foregoing sentence, no waiver, modification, or amendment of any of the provisions hereof or of the DIP Loan Documents shall be effective unless set forth in writing and approved by the Bankruptcy Court.

32. Nothing in this Order or in any of the DIP Loan Documents or any other documents or agreements related to the DIP Facility shall in any way be construed or interpreted to impose upon the Agent or any of the Lenders, or the Prepetition Agent or the Prepetition Lenders, the Prepetition Receivables Agent or the Prepetition Receivables Parties any liability for any claims or causes of action arising from activities or by the Debtors or any of their affiliates prior to the Petition Date or subsequent to the Petition Date, whether in connection with the operation of their businesses, the Cases, any restructuring efforts prior to the commencement

of the Cases, or otherwise. In no event shall the Agent or any Lender, or the Prepetition Agent or any Prepetition Lender, the Prepetition Receivables Agent or any Prepetition Receivables Party, whether in connection with the exercise of any rights or remedies under the DIP Loan Documents or otherwise, be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors, so long as the DIP Lenders' actions do not constitute, within the meaning of 42 U.S.C. §§ 901(20)(F), actual participation in the management or operational affairs of a vessel or facility owned or operated by a Debtor, or otherwise cause liability to arise to the federal or state government or the status of responsible person or managing agent to exist under applicable law (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, sections 9601 *et seq*. of title 29, United States Code, as amended, or any similar federal or state statute).

33. Any Subsidiary (as defined in the DIP Loan Agreement) of the Debtors that hereafter becomes a debtor in a case under chapter 11 of the Bankruptcy Code in this Court shall automatically, immediately upon the filing of a petition for relief for such Subsidiary, be deemed to be one of the "Debtors" hereunder in all respects, and all the terms and provisions of this Order, including, those provisions granting security interests in, and Liens on, the DIP Collateral, and Superpriority Claims in each of the Cases, shall immediately be applicable in all respects to such Subsidiary and its chapter 11 estate.

34. In the event of any inconsistency between the terms and conditions of any DIP Loan Document or Prepetition Loan Documents and of this Order, the provisions of this Order shall govern and control.

35. Following entry of this Order, the Debtors shall, on or before March ***23***, 2009, provide notice of the Motion, this Order and the Final Hearing by telecopy, overnight delivery service, hand delivery or U.S. mail to each of the Initial Notice Parties and, without duplication, to (i) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims, (ii) counsel to the Agent and counsel to each Lender, if known by the Debtors, (iii) if practicable, the applicable state and local taxing authorities, (iv) parties who have filed a request for service prior to such date, and (v) other secured parties as shown on any Uniform Commercial Code searches conducted prepetition. Such notice shall constitute good and sufficient notice of the Final Hearing. The notice of approval of this Order shall state that any party in interest objecting to the DIP Facility, the adequate protection of the Prepetition Lenders or the terms of the Final Order shall file written objections in the Cases with the Bankruptcy Court, and shall serve such objections so that they are received, by no later than 4:00 p.m. (EDT) on ***April 6***, 2009. Any such objections shall be served upon: (a) Kirkland & Ellis LLP, Attorneys for the Debtors, 153 E 53rd Street, New York, New York 10022 Attn: Richard M. Cieri, Esq., M. Natasha Labovitz, Esq. and Joshua A. Sussberg, Esq.; (b) Shearman & Sterling, Attorneys for the Agent, 599 Lexington Avenue, New York, New York 10022, Attn: Fredric Sosnick, Esq. and Jill Frizzley, Esq., and (c) the U.S. Trustee.

36. This Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable immediately upon execution hereof.

37. The Final Hearing to consider the Motion and Final Order is hereby scheduled for ***April 13***, 2009 ***at 9:45 a.m.*** at United States Bankruptcy Court, Southern District of New York, before the undersigned United States Bankruptcy Judge.

SO ORDERED by the Court this ***20*** day of March 2009.

s/ Arthur J. Gonzalez
United States Bankruptcy Judge