
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): June 21, 2013

Chemtura Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-15339
(Commission
file number)

52-2183153
(IRS employer
identification number)

1818 Market Street, Suite 3700, Philadelphia, Pennsylvania
199 Benson Road, Middlebury, Connecticut
(Address of principal executive offices)

19103
06749
(Zip Code)

(203) 573-2000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement.

On June 24, 2013, Chemtura Corporation (the “Company”) announced that it had received, pursuant to its previously announced cash tender offer and consent solicitation (the “Offer and Solicitation”) with respect to any and all of its outstanding \$455,000,000 aggregate principal amount of 7.875% Senior Notes due 2018 (the “2018 Notes”), the requisite consents to adopt proposed amendments to the indenture governing the 2018 Notes (the “Indenture”) that would eliminate substantially all of the restrictive covenants, certain events of default and related provisions contained in the Indenture. The Offer and Solicitation are being made upon the terms and subject to the conditions set forth in the Company’s Offer to Purchase and Consent Solicitation Statement, dated June 10, 2013 (the “Offer to Purchase”).

As of 5:00 p.m. New York City time, on June 21, 2013, holders of \$348,346,000 of the 2018 Notes, representing approximately 76.56% of the 2018 Notes, had tendered their 2018 Notes in the Offer and Solicitation and consented to the proposed amendments to the Indenture.

In conjunction with receiving the requisite consents, the Company, the applicable guarantors and U.S. Bank National Association, as trustee, executed Supplemental Indenture No. 2 to the Indenture, dated as of June 21, 2013 (“Supplemental Indenture No. 2”), implementing the proposed amendments described above. Supplemental Indenture No. 2 became effective upon execution, but the proposed amendments to the Indenture will not become operative unless and until the Company accepts the 2018 Notes for purchase pursuant to the terms and conditions described in the Offer to Purchase.

A copy of Supplemental Indenture No. 2 is attached hereto as Exhibit 4.1 and is incorporated herein by reference.

Item 8.01 Other Events.

On June 24, 2013, the Company issued a press release announcing its receipt of the requisite consents pursuant to the Offer and Solicitation. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	Supplemental Indenture No. 2, dated as of June 21, 2013, among Chemtura Corporation, the guarantors party thereto and U.S. Bank National Association, as trustee.
99.1	Press Release, dated June 24, 2013, announcing the receipt of requisite consents to enter into Supplemental Indenture No. 2 pursuant to the Offer and Solicitation.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Chemtura Corporation

(Registrant)

By: /s/ Stephen C. Forsyth

Name: Stephen C. Forsyth

Title: Executive Vice President and
Chief Financial Officer

Date: June 24, 2013

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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99.1	Press Release, dated June 24, 2013, announcing the receipt of requisite consents to enter into Supplemental Indenture No. 2 pursuant to the Offer and Solicitation.

SUPPLEMENTAL INDENTURE NO. 2, dated as of June 21, 2013 (this “Supplemental Indenture”), by and among Chemtura Corporation, a Delaware corporation (the “Company”), the guarantors listed on the signature pages hereto (the “Guarantors”) and U.S. Bank National Association, as trustee (in such capacity and not in its individual capacity, the “Trustee”).

WHEREAS, there has heretofore been executed and delivered to the Trustee an Indenture, dated as of August 27, 2010, as amended by Supplemental Indenture No. 1, dated as of November 10, 2010 (as so amended, the “Indenture”), providing for the issuance of the Company’s 7.875% Senior Notes due 2018 (the “Notes”);

WHEREAS, Section 9.02 of the Indenture provides that the Company, the Guarantors and the Trustee may amend the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (the “Requisite Consents”), subject to certain limitations set forth in the Indenture;

WHEREAS, the Company and the Guarantors have duly authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, the Company has offered to purchase for cash any and all of the outstanding Notes (the “Tender Offer”), upon the terms and subject to the conditions set forth in the Company’s Offer to Purchase and Consent Solicitation Statement, dated June 10, 2013, as may be amended, supplemented or modified from time to time (the “Offer to Purchase”);

WHEREAS, in connection with the Tender Offer, the Company has also solicited consents from the Holders of the Notes to certain proposed amendments (the “Proposed Amendments”) to the Indenture as described in the Offer to Purchase and set forth in Article I of this Supplemental Indenture, with the operation of such Proposed Amendments being subject to the satisfaction or waiver by the Company of the conditions to the Tender Offer and the acceptance by the Company for purchase and payment of the Notes validly tendered and not validly withdrawn pursuant to the Tender Offer;

WHEREAS, the Company has received and delivered to the Trustee the Requisite Consents to effect the Proposed Amendments in accordance with Section 9.02 of the Indenture;

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement, in accordance with its terms, have been complied with or have been performed or done; and

WHEREAS, pursuant to the terms of the Tender Offer to which this Supplemental Indenture relates, a consent payment will be made to certain Holders of the Notes who tender their Notes and deliver their consents to the Proposed Amendments.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I

AMENDMENTS TO INDENTURE

- (a) The Indenture is hereby amended to delete each of the following sections in its entirety, and insert in lieu thereof the phrase “[Intentionally Omitted]”:
 - (i) Section 4.03 Provision of Financial Information.
 - (ii) Section 4.04 Stay, Extension and Usury Laws.
 - (iii) Section 4.05 Limitation on Liens.
 - (iv) Section 4.06 Offer to Repurchase upon a Change of Control.
 - (v) Section 4.07 Limitation on Asset Sales.

- (vi) Section 4.08 Restricted Payments.
 - (vii) Section 4.09 Limitation on Incurrence of Indebtedness and Issuance of Preferred Stock.
 - (viii) Section 4.10 Limitation on Dividend and Other Restrictions Affecting Restricted Subsidiaries.
 - (ix) Section 4.11 Limitation on Transactions with Affiliates.
 - (x) Section 4.12 Designation of Restricted and Unrestricted Subsidiaries.
 - (xi) Section 4.13 Business Activities.
 - (xii) Section 4.14 Payments for Consent.
 - (xiii) Section 4.15 Additional Note Guarantees.
 - (xiv) Section 4.16 Compliance Certificate.
 - (xv) Section 4.17 Covenant Suspension.
 - (xvi) Clauses (i) and (iii) of paragraph (a) of Section 5.01 (Merger, Consolidation or Sale of Assets).
 - (xvii) Clauses (iii), (iv), (v), (vi) and (vii) of paragraph (b) of Section 6.01 (Events of Default).
- (b) Any definitions used exclusively in the provisions of the Indenture that are deleted pursuant to this Article I, and any definitions used exclusively within such definitions, are hereby deleted in their entirety from the Indenture, and all references in the Indenture to any sections or clauses set forth above in this Article I, any and all obligations thereunder and any Event of Default related solely to such sections and clauses, are hereby deleted throughout the Indenture.

ARTICLE II

MISCELLANEOUS

- (a) *Terms Defined.* For all purposes of this Supplemental Indenture, except as otherwise defined or unless the context otherwise requires, terms used in capitalized form in this Supplemental Indenture and defined in the Indenture have the meanings specified in the Indenture.
- (b) *Instruments To Be Read Together.* This Supplemental Indenture is an indenture supplemental to and in implementation of the Indenture, and said Indenture and this Supplemental Indenture shall henceforth be read together. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes shall be bound hereby and thereby.
- (c) *Confirmation.* The Indenture as amended and supplemented by this Supplemental Indenture is in all respects confirmed and preserved.
- (d) *Trust Indenture Act Controls.* If any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision that is required to be included in this Supplemental Indenture or the Indenture by the Trust Indenture Act of 1939, as amended, as in force at the date that this Supplemental Indenture is executed, the provisions required by such Trust Indenture Act shall control.
- (e) *Governing Law.* THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

- (f) *Consent to Jurisdiction.* Any legal suit, action or proceeding arising out of or based upon this Supplemental Indenture or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in The City of New York or the courts of the State of New York in each case located in The City of New York (collectively, the “Specified Courts”), and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Indenture shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties (to the fullest extent permitted by applicable law) irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that such suit, action or other proceeding has been brought in an inconvenient forum.
- (g) *Successors.* All agreements of the Company in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors. All agreements of each Guarantor in this Supplemental Indenture shall bind its successors, except as otherwise provided in Section 10.04 of the Indenture.
- (h) *Severability.* In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not (to the fullest extent permitted by applicable law) in any way be affected or impaired thereby.
- (i) *Counterpart Originals.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by facsimile, PDF or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Supplemental Indenture. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, PDF transmission or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or other electronic transmission shall be deemed to be their original signatures for all purposes.
- (j) *Headings.* The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.
- (k) *Effectiveness; Operativeness; Termination.* This Supplemental Indenture will become effective and binding upon the Company, the Guarantors, the Trustee and the Holders of the Notes upon execution and delivery of this Supplemental Indenture. All of the provisions of this Supplemental Indenture other than Article I hereof will become operative on, and simultaneously with, the time that this Supplemental Indenture becomes effective. Article I of this Supplemental Indenture will become operative upon, and simultaneously with, and shall have no force or effect prior to, the written notification to the Trustee by the Company that it has accepted for purchase and payment (the “Early Settlement Date”) Notes constituting at least a majority in aggregate principal amount of the Notes then outstanding, pursuant to the terms of the Tender Offer. Prior to the Early Settlement Date, the Company may terminate this Supplemental Indenture upon written notice to the Trustee.
- (l) *Responsibility of Trustee.* The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

CHEMTURA CORPORATION

By: /s/ Stephen C. Forsyth
Name: Stephen C. Forsyth
Title: Executive Vice President and
Chief Financial Officer

BIO-LAB, INC.
GREAT LAKES CHEMICAL CORPORATION
HOMECARE LABS, INC.

By: /s/ Arthur C. Fullerton
Name: Arthur C. Fullerton
Title: Vice President

CROMPTON COLORS INCORPORATED
RECREATIONAL WATER PRODUCTS, INC.

By: /s/ Billie S. Flaherty
Name: Billie S. Flaherty
Title: President

GLCC LAUREL, LLC

By: /s/ Billie S. Flaherty
Name: Billie S. Flaherty
Title: Vice President

[Signature Page to Supplemental Indenture No. 2]

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Raymond S. Haverstock

Name: Raymond S. Haverstock

Title: Vice President

[Signature Page to Supplemental Indenture No. 2]



Press Release

CHEMTURA ANNOUNCES RECEIPT OF REQUISITE CONSENTS FOR CONSENT SOLICITATION FOR OUTSTANDING 7.875% SENIOR NOTES DUE 2018

Middlebury, CT (June 24, 2013) – Chemtura Corporation (NYSE: CHMT) (“Chemtura” or the “Company”) announced today that it has received, pursuant to its previously announced cash tender offer and consent solicitation with respect to any and all of its outstanding \$455.0 million aggregate principal amount of 7.875% Senior Notes due 2018 (the “Notes”), the requisite consents to adopt proposed amendments (the “Proposed Amendments”) to the indenture governing the Notes (the “Indenture”) that would eliminate substantially all of the restrictive covenants, certain events of default and related provisions contained therein.

The Company announced that as of 5:00 p.m., New York City time, on June 21, 2013 (the “Consent Date”), tenders and consents had been delivered with respect to \$348,346,000 aggregate principal amount of Notes, representing approximately 76.56% of the outstanding aggregate principal amount of Notes. In conjunction with receiving the requisite consents, the Company, the applicable guarantors and U.S. Bank National Association, as trustee, executed a supplemental indenture with respect to the Indenture implementing the Proposed Amendments. The supplemental indenture became effective upon execution, but the Proposed Amendments will not become operative unless and until the Company accepts the Notes for purchase pursuant to the terms and conditions described in the Offer to Purchase (as defined below).

The tender offer and consent solicitation are being made on the terms and subject to the conditions set forth in the Company’s Offer to Purchase and Consent Solicitation Statement, dated June 10, 2013 (the “Offer to Purchase”). The tender offer and consent solicitation are subject to the satisfaction or waiver of certain conditions that are more fully described in the Offer to Purchase, including, among others, the consummation of a future offering of unsecured senior debt securities by the Company, on terms and conditions acceptable to the Company, in its sole discretion, yielding net proceeds in an amount sufficient to fund all of its obligations under the tender offer and consent solicitation.

Subject to the terms and conditions set forth in the Offer to Purchase, holders who validly tendered their Notes on or prior to the Consent Date will receive the total consideration of \$1,117.50 per \$1,000 principal amount of Notes accepted for purchase, which includes a consent payment of \$30.00 per \$1,000 principal amount of Notes. The Company intends to pay the total consideration, plus accrued and unpaid interest up to, but not including, the date of payment, on the early settlement date, which is expected to occur after the Consent Date but prior to the Expiration Date (as defined below), assuming satisfaction or waiver of the conditions to the tender offer and consent solicitation.

Holders who validly tender their Notes after the Consent Date but on or prior to 11:59 p.m., New York City time, on July 8, 2013, unless extended or earlier terminated by the Company in its sole discretion (such date and time, as the same may be extended or earlier terminated, the "Expiration Date"), will receive the tender offer consideration of \$1,087.50 per \$1,000 principal amount of Notes accepted for purchase, plus accrued and unpaid interest up to, but not including, the date of payment, on the final settlement date, which is expected to occur promptly following the Expiration Date, assuming satisfaction or waiver of the conditions to the tender offer and consent solicitation. Holders of Notes tendered after the Consent Date will not receive the consent payment.

In accordance with the terms of the Offer to Purchase, tenders of Notes (including previously tendered Notes) may no longer be validly withdrawn and consents may no longer be validly revoked, except in the limited circumstances described in the Offer to Purchase.

Notes that are not tendered or that are not accepted for purchase pursuant to the tender offer will remain outstanding, and the holders thereof will be bound by the Proposed Amendments contained in the supplemental indenture even though they have not consented to the Proposed Amendments.

Citigroup Global Markets Inc. is acting as the dealer manager and solicitation agent and D.F. King & Co., Inc. is acting as the tender agent and information agent for the tender offer and consent solicitation. Requests for documents may be directed to D.F. King & Co., Inc. at (800) 829-6551 (toll-free) or (212) 269-5550 (collect). Questions regarding the tender offer and consent solicitation may be directed to Citigroup Global Markets Inc. at (800) 558-3745 (toll-free) or (212) 723-6106 (collect).

This press release is for informational purposes only and does not constitute an offer to buy or a solicitation of an offer to sell or a solicitation of consents with respect to any securities, and should not be deemed to be an offer to sell or a solicitation of an offer to buy any securities of the Company in the proposed refinancing transaction or any other transaction. The tender offer and consent solicitation are only being made pursuant to the terms of the Offer to Purchase. The tender offer and consent solicitation are not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. None of the Company, the dealer manager and solicitation agent, the tender agent and information agent, the trustee or their respective affiliates is making any recommendation as to whether or not holders should tender all or any portion of their Notes in the tender offer.

About Chemtura Corporation

Chemtura, with 2012 net sales of \$2.6 billion,¹ is a global manufacturer and marketer of specialty chemicals, agrochemicals and pool, spa and home care products. Additional information concerning Chemtura is available at www.chemtura.com.

¹ 2012 net sales of \$2.6 billion reflects discontinued operations treatment for the sale of Chemtura's Antioxidants business.

Forward-Looking Statements

This press release includes forward-looking statements within the meaning of Section 27(a) of the Securities Act of 1933, as amended, and Section 21(e) of the Exchange Act of 1934, as amended. The forward-looking statements contained in this press release include, but are not limited to, statements related to the consummation of the tender offer and consent solicitation, which is subject to, and conditioned on, the satisfaction or waiver of certain conditions, including the successful completion of a proposed refinancing transaction and other customary conditions. There can be no assurance that the refinancing transaction or the tender offer and consent solicitation will ultimately be consummated as described or at all. These statements are based on the Company's estimates and assumptions and on currently available information.

The Company's forward-looking statements include information concerning possible or assumed future results, and the Company's actual results may differ significantly from the results discussed. Forward-looking information is intended to reflect opinions as of the date this press release was issued. The Company undertakes no duty to update any forward-looking statements to conform the statements to actual results or changes in its operations.

Contacts

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