In re Crompton Corp. Securities Litigation
Claims Administrator
PO Box 4655
Portland, OR 97208-4655

Website: www.CromptonSecuritiesSettlement.com
Email: questions@cromptonsecuritiessettlement.com
Toll free: 1-866-840-0341

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

IN RE CROMPTON CORP.
SECURITIES LITIGATION

No. 3:03-CV-1293 (EBB)

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

A. To recover as a member of the Class based on your claims in the action entitled *In re Crompton Corp. Securities Litigation*, No. 3:03-CV-1293 (EBB) (the "Lawsuit"), you must complete this Proof of Claim and Release form ("Proof of Claim"). If you fail to submit a Proof of Claim by the deadline, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Lawsuit.

B. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement Fund created in this Lawsuit.

C. YOU MUST COMPLETE AND SUBMIT YOUR PROOF OF CLAIM VIA MAIL POSTMARKED **ON OR BEFORE SEPTEMBER 24, 2010**, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS:

In re Crompton Corp. Securities Litigation
Claims Administrator
P.O. Box 4655
Portland, OR 97208-4655

If you are NOT a member of the Class, as defined in the Notice of Modified Proposed Class Action Settlement and Rescheduling of Fairness Hearing Due to Bankruptcy (the "Notice"), DO NOT submit a Proof of Claim.

D. If you are a member of the Class, you are bound by the terms of any judgment entered in the Lawsuit, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

E. **IF YOU ALREADY SUBMITTED A PROOF OF CLAIM FORM IN CONNECTION WITH THE ORIGINAL SETTLEMENT OF THIS LAWSUIT AND WISH TO PARTICIPATE IN THIS SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING ELSE**. If you are unsure about whether you previously submitted a valid Proof of Claim, you may contact Epiq Systems, the Claims Administrator for this Lawsuit, at the address set forth above or by calling 1-866-840-0341.

II. INSTRUCTIONS FOR CLAIMANT IDENTIFICATION SCHEDULE

A. If you purchased or otherwise acquired the securities of Crompton Corporation ("Crompton") during the period between October 26, 1998, and October 8, 2002, inclusive, including without limitation all persons and entities that purchased or otherwise acquired Crompton securities pursuant to the merger between Crompton & Knowles Corporation and Witco Corporation (the "Class"), and held the security(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the security(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser. The securities of Crompton included in the definition of the Class are Crompton common stock and Crompton notes (collectively, "Crompton Securities").

B. Use Part IV of this form entitled "Claimant Identification Schedule" to identify each owner of record ("nominee"), if different from the beneficial owner of Crompton Securities which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S) OF THE SECURITIES OF CROMPTON UPON WHICH THIS CLAIM IS BASED.

C. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons or entities represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

A. In the space provided below, supply all required details of your transaction(s) in Crompton Securities. If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

B. Please provide all of the requested information with respect to ***all*** of your purchases, acquisitions, and sales of Crompton Securities during the period between October 26, 1998 and October 8, 2002, inclusive, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

C. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

D. **Broker confirmations or other documentation of your transactions in Crompton Securities must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.**

E. The requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the Claimant's cost.

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

In re Crompton Corp. Securities Litigation
No. 3:03-CV-1293 (EBB)

PROOF OF CLAIM AND RELEASE

Must be Postmarked No Later Than: September 24, 2010

Please Type or Print

PART IV: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last):		
Joint Owner's Name (First, Middle, Last):		
Mailing Address (Street, PO Box, Suite, as applicable):		
City:	**State:**	**Zip Code:**
Foreign Province:	**Foreign Country:**	

SSN/TIN of Beneficial Owner (if U.S. Citizen/Resident):	
Daytime Telephone Number:	( ) -
Evening Telephone Number:	( ) -
Email Address:	
Record Owner's Name (if different from beneficial owner listed above):	

Check one:

- □ Individual
- □ Joint Owners
- □ Estate
- □ Corporation
- □ IRA
- □ Partnership
- □ Other_____ (Specify)

Broker confirmations or other documentation of your transactions in Crompton Securities must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PART V: SCHEDULE OF TRANSACTIONS IN CROMPTON COMMON STOCK

A. Number of shares of Crompton common stock held at the close of trading on October 25, 1998: _____. (If none, write 0).

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of Crompton common stock between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Number of Shares	Price per Share	Total Price (excluding commissions, taxes, and fees)

C. Number of shares of Crompton common stock held at the close of trading on October 8, 2002: _____. (If none, write 0).

PART VI: SCHEDULE OF TRANSACTIONS IN CROMPTON 8.50% NOTES DUE 2005

A. Beginning Holdings: Face amount of Crompton 8.50% Notes held at the close of trading on October 25, 1998: _____. (If none, write 0).

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of Crompton 8.50% Notes Due 2005 between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Face Amount	Price per 1,000 face amount	Total Price (excluding commissions, taxes, and fees)

C. Unsold Holdings: Face amount of Crompton 8.50% Notes held as of the close of trading on October 8, 2002: _____. (If none, write 0).

PART VII: SCHEDULE OF TRANSACTIONS IN CROMPTON 6.60% NOTES DUE 2003

A. Beginning Holdings: Face amount of Crompton 6.60% Notes held at the close of trading on October 25, 1998: _____. (If none, write 0).

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of Crompton 6.60% Notes Due 2003 between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Face Amount	Price per 1,000 face amount	Total Price (excluding commissions, taxes, and fees)

C. Unsold Holdings: Face amount of Crompton 6.60% Notes held as of the close of trading on October 8, 2002: _____. (If none, write 0).

PART VIII: SCHEDULE OF TRANSACTIONS IN CROMPTON 6.125% NOTES DUE 2006

A. Beginning Holdings: Face amount of Crompton 6.125% Notes held at the close of trading on October 25, 1998: _____. (If none, write 0).

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of Crompton 6.125% Notes Due 2006 between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Face Amount	Price per 1,000 face amount	Total Price (excluding commissions, taxes, and fees)

C. Unsold Holdings: Face amount of Crompton 6.125% Notes held as of the close of trading on October 8, 2002: _____. (If none, write 0).

PART IX: SCHEDULE OF TRANSACTIONS IN CROMPTON 7.75% NOTES DUE 2023

A. Beginning Holdings: Face amount of Crompton 7.75% Notes held at the close of trading on October 25, 1998: _____. (If none, write 0).

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of Crompton 7.75% Notes Due 2023 between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Face Amount	Price per 1,000 face amount	Total Price (excluding commissions, taxes, and fees)

C. Unsold Holdings: Face amount of Crompton 7.75% Notes held as of the close of trading on October 8, 2002: _____. (If none, write 0).

PART X: SCHEDULE OF TRANSACTIONS IN CROMPTON 6.875% NOTES DUE 2026

A. Beginning Holdings: Face amount of Crompton 6.875% Notes held at the close of trading on October 25, 1998: _____. (If none, write 0).

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of Crompton 6.875% Notes Due 2026 between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Face Amount	Price per 1,000 face amount	Total Price (excluding commissions, taxes, and fees)

C. Unsold Holdings: Face amount of Crompton 6.875% Notes held as of the close of trading on October 8, 2002: _____. (If none, write 0).

PART XI: SCHEDULE OF TRANSACTIONS IN CALL OPTIONS ON CROMPTON COMMON STOCK

A. Beginning Holdings: Number of contracts of call options on Crompton common stock owned at the close of trading on October 25, 1998: _____. (If none, write 0).

Number of Call Option Contracts	Expiration Date (Month/Year)	Strike Price	Total Amount Paid for the Call Options
			$
			$

B. Please list all transactions (purchases, received shares, sales, and delivered shares) of call options on Crompton common stock between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Number of Call Option Contracts	Price per Call Option	Expiration Date (Month/Year)	Strike Price	Total Amount Paid or Received (excluding commissions, taxes, and fees)	Enter "E" if Exercised (Purchases), "A" if Assigned (Sales), or "X" if Expired	Exercised/ Assigned Date (Month/Day/Year)

C. Unsold Holdings: Number of unexpired call options on Crompton common stock held at the close of trading on October 8, 2002: _____. (If none, write 0).

Number of Call Option Contracts	Expiration Date (Month/Year)	Strike Price

PART XII: SCHEDULE OF TRANSACTIONS IN PUT OPTIONS ON CROMPTON COMMON STOCK

A. Beginning Holdings: Number of contracts of put options on Crompton common stock owned at the close of trading on October 25, 1998 _____. (If none, write 0).

Number of Put Option Contracts	Expiration Date (Month/Year)	Strike Price	Total Amount Paid for the Put Options
			$
			$

B. Please list all sales (writings) and covering transactions (repurchases) of put options on Crompton common stock between October 26, 1998 and October 8, 2002, inclusive:

Date(s) of Transactions (Month/Day/Year)	Type of Transaction	Number of Put Option Contracts	Price per Put Option	Expiration Date (Month/Year)	Strike Price	Total Amount Paid or Received (excluding commissions, taxes, and fees)	Enter "E" if Exercised (Repurchases), "A" if Assigned (Sales), or "X" if Expired	Exercised/ Assigned Date (Month/Day/Year)

C. Open Put obligations: Number of open put options that were the obligation of the claimant at the close of trading on October 8, 2002: _____. (If none, write 0).

Number of Put Option Contracts	Expiration Date (Month/Year)	Strike Price

YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

If you require additional space, please attach extra schedules in the same format as above. **Copies of broker's confirmations or other documentation evidencing your transactions in Crompton Securities must be attached.**

PART XIII: SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS

1. I (We) submit this Proof of Claim and Release under the terms of the Amended Stipulation and Agreement of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Connecticut with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein and any Judgment which may be entered in the Lawsuit. I (We) further acknowledge that I (we) am (are) bound by and subject to the terms of any Judgment that may be entered in the Lawsuit.
2. I (We) agree to furnish additional information to the Claims Administrator to support this claim if required to do so.

PART XIV: DEFINITIONS AND RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, discharge and release all "Released Claims" against all "Released Parties," including "Unknown Claims," as defined below.

(a) "Released Parties" means the Defendants, Don L. Blankenship, Richard M. Hayden, and each of their respective past or present subsidiaries, parents, successors and predecessors (including Witco), officers, directors, shareholders, general or limited partners, representatives, affiliates, members, agents, employees, attorneys, advisors, auditors, accountants, or any person, firm, trust, corporation, officer, director or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of them, or the legal representatives, heirs, administrators, successors in interest or assigns of any of them.

(b) "Released Claims" means any and all claims, rights, demands, obligations, controversies, debts, damages, losses, causes of action and liabilities of any kind or nature whatsoever, whether in law, equity, direct, derivative, or otherwise, including both known and Unknown Claims (as defined below), suspected or unsuspected, accrued or unaccrued, arising out of, connected with, or in any way relating to the subject matters of the Action, the merger of Witco and Crompton, and the purchase, acquisition, or sale of Crompton securities during the Class Period (including any acquisition of Crompton securities as a result of Crompton's merger with Witco), that have been or could have been asserted by members of the Class in the Action against the Released Parties (as defined below).

(c) "Unknown Claims" means any and all (i) Released Claims which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any (ii) Settled Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor, which, in each case of (i) and (ii), if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Settled Defendants' Claims, the Parties stipulate and agree that upon the Effective Date, Lead Plaintiffs shall expressly waive and relinquish to the fullest extent permitted by law, and each Class Member shall be deemed to have waived and relinquished, andby operation of the Order and Final Judgment shall have expressly waived and relinquished, any and all provisions, rights and benefits conferred by federal law, any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

It is the intention of Lead Plaintiffs and Defendants that, notwithstanding the provisions of Section 1542 or any similar provisions, rights and benefits conferred by law, and notwithstanding the possibility that Lead Plaintiffs, Defendants, or their counsel may discover or gain a more complete understanding of the facts, events or law that, if presently known or fully understood, would have affected the decision to enter into the Amended Stipulation, any and all Released Claims, including Unknown Claims, shall be fully, finally and forever settled. Lead Plaintiffs and Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Settled Defendants' Claims was separately bargained for and was a key element of the Settlement.

2. This release shall be of no force or effect unless and until the Court gives final approval to the Settlement and the Effective Date occurs.

PART XV: REPRESENTATIONS

1. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
2. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions and sales transaction in Crompton Securities which occurred during the Class Period and the type and amount of Crompton Securities held by me (us) at the close of trading on October 25, 1998 and the close of trading on October 8, 2002.
3. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a) (1) (c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the State of Connecticut and the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was executed this

_____ day of _____ in _____
(month) (year)

_____.
(City, State, Country)

_____
(Sign your name here)

_____
(Type or print your name here)

_____
(Capacity of persons signing, e.g., Beneficial Purchaser, Executor or Administrator)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the Certification section of the Proof of Claim and Release above.
2. If this claim is being made on behalf of joint claimants, both must sign.
3. Remember to attach supporting documentation.
4. Do not send original stock certificates.
5. Keep a copy of your Proof of Claim and Release form and all documents submitted for your records.
6. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
7. If you move, please send the Claims Administrator your new address.

These forms and your supporting documentation must be postmarked no later than **September 24, 2010**.