

# L/C Facility & Facility Order

Term	Description
<b>Parties</b>	BANA as Agent and Letter of Credit Issuer (any assignee of part of Commitment becomes an additional Letter of Credit Issuer).  Grace as Account Party
<b>Termination Date</b>	LOC terminates on the earlier of the first anniversary of date of execution or the Plan's effective date
<b>Termination</b>	Grace may terminate facility upon 10 days' notice
<b>Commitments</b>	\$100,000,000, subject to Availability
<b>Availability</b>	At any time, (a) the lesser of (i) an amount equal to 95.24% of the L/C Cash Collateral Account Balance or (ii) \$100,000,000, minus (b) the aggregate outstanding face amount of all Letters of Credit
<b>Fees</b>	<ul style="list-style-type: none"> <li>• <i>Facility Fee</i>: \$250,000</li> <li>• <i>Administration Fee</i>: \$75,000</li> <li>• <i>Letter of Credit Fee</i>: for each month, equal to one percent (1.00%) per annum, multiplied by the average daily maximum aggregate amount from time to time available to be drawn under all outstanding Letters of Credit during such month, plus a "fronting fee" of one-quarter of one percent (0.25%) per annum multiplied by the average daily maximum aggregate amount from time to time available to be drawn under all outstanding standby Letters of Credit during such month</li> <li>• <i>Unused Line Fee</i>: on the first day of each month and on the Termination Date, the Applicable Percentage times the amount by which the Commitments exceeded the average daily undrawn face amount of outstanding Letters of Credit during the immediately preceding month (or shorter period if calculated for the first month or on the Termination Date)</li> </ul>
<b>Applicable Percentage</b>	With respect to the payment of the Unused Line Fee, for each month (or lesser period as applicable, if the average daily Availability during such month (or such lesser period) is (i) less than or equal to \$50,000,000, 0.50% per annum, or (ii) greater than \$50,000,000, 0.75% per annum
<b>Indemnification</b>	Grace indemnifies Agent and Letter of Credit Issuers, with a carve-out for gross

<b>L/C Facility &amp; Facility Order</b>	
<b>Term</b>	<b>Description</b>
	negligence and willful misconduct
<b>Obligations</b>	Obligations to BANA arising under the L/C Facility and the Hedging Transactions.
<b>Collateral</b>	Cash held in the L/C Cash Collateral Account, equal to 105% of aggregate amount of outstanding LOCs; subject to Control Agreements
<b>Super-Priority Administrative Claims</b>	Section 364(c)(1) super-priority claims for Obligations to the extent of funds in the Cash Collateral Accounts
<b>Liens</b>	Senior liens on the Cash Collateral Accounts pursuant to section 364(c)(2) and junior liens pursuant to section 364(c)(3). Cash Collateral Accounts include L/C Cash Collateral Account, the F/X Hedge Cash Collateral Account and the Commodity Hedge Cash Collateral Account
<b>Section 506(c)</b>	Debtors and their estates waive right to assert claims against the Letter of Credit Issuers and the Agent.
<b>Interest Rate</b>	Base Rate plus 2.5% per annum on due but unpaid Obligations
<b>Base Rate</b>	For any day, a per annum rate equal to the greatest of (a) the Prime Rate for such day; (b) the Federal Funds Rate for such day, plus 0.50%; and (c) LIBOR for a 30-day interest period as determined on such day
<b>Default Interest Rate</b>	Applicable interest rate <i>plus</i> 2.0% per annum on due but unpaid Obligations upon occurrence of a continuing Event of Default
<b>Maximum Interest</b>	Maximum rate legally chargeable by any Letter of Credit Issuer under applicable law
<b>Events of Default</b>	<ul style="list-style-type: none"> <li>• Nonpayment of Obligations</li> <li>• Breach of certain affirmative or negative covenants</li> <li>• Failure to fund Cash Collateral Accounts</li> <li>• Judgment against the Debtors in excess of \$10 million</li> <li>• ERISA Event greater than \$25 million</li> <li>• Conversion of chapter 11 cases to chapter 7</li> <li>• Plan of Reorganization does not provide for payment of Obligations</li> </ul>
<b>Remedies Upon Event of Default</b>	Without further order of the Court, remedies include: (i) termination of L/C Facility; (ii) immediate payment of Obligations; (iii) application of Cash Collateral Accounts proceeds to unpaid Obligations; and (iv) lifting of the section 362 automatic stay to accomplish any of the foregoing
<b>Governing Law</b>	New York, without regard for conflicts of laws, and except as New York law may conflict with applicable Bankruptcy Code provisions

<b>2010 ISDA Master Agreement</b>	
<b>Term</b>	<b>Description</b>
<b>Parties</b>	BANA and Grace
<b>Types of Transactions</b>	F/X and Commodities Hedging Transactions
<b>Credit Support</b>	Specified in the LOC Agreement
<b>Collateral</b>	<ul style="list-style-type: none"> <li>• <u>Accounts</u>. Cash held in two separate Cash Collateral Accounts (the F/X Hedge</li> </ul>

### 2010 ISDA Master Agreement

Term	Description
	Cash Collateral Account and the Commodity Hedge Cash Collateral Account), subject to the Control Agreements
	<ul style="list-style-type: none"><li>• <u>Cash Balance Calculation.</u> Cash balances in each Cash Collateral Account to be separately adjusted up or down on a daily basis to equal 115% of BANA's mark-to-market exposure with respect to the exposure to the F/X and Commodities Hedging Transactions, respectively</li></ul>
Netting	As specified by 2010 ISDA Master Agreement § 1(c)
Events of Default	As specified by 2010 ISDA Master Agreement § 5
Cross Default	An Event of Default under the LOC Agreement will constitute an Event of Default under the 2010 ISDA Master Agreement, which would permit BANA to terminate outstanding Hedging Transactions and satisfy unpaid Obligations pursuant to the LOC Agreement's terms
Governing Law	New York (without reference to New York conflicts of law doctrine)