

18. The following is a summary of the chief terms and conditions of the Transactions:

<u>TERM</u>	<u>DESCRIPTION</u>
	The Sale
SELLER	• W. R. Grace & Co.-Conn.
BUYER	• Chevron U.S.A. Inc.
SALE ASSET	• Part of Grace's LLC Interest equal to 5% of the total LLC Interests, which shall be free and clear of all liens and encumbrances pursuant to section 363(f).
SALE PRICE	• \$4.0 million

<u>TERM</u>	<u>DESCRIPTION</u>
CONSUMMATION	<ul style="list-style-type: none"> As soon as practicable after the Order shall have been entered and become final.
AMENDMENT NO. 4 TO LLC AGREEMENT	<p style="text-align: center;">LLC Amendment</p> <ul style="list-style-type: none"> Documentation of 50%-50% ownership Modification of allocations of taxes and distributions as between Grace and Buyer Deputy Managing Director, a newly created position, added to the Officers
AMENDMENT NO. 4 TO GRACE CREDIT AGREEMENT	<p style="text-align: center;">Credit Agreement Amendment</p> <ul style="list-style-type: none"> Decrease of Grace's revolving credit commitment to ART from \$24.75 million to \$20.25 million, thereby making it equal to Chevron Capital's commitment Terms otherwise remain unchanged; expires March 1, 2010
\$8,700,000 GRACE DEMAND NOTE	<p style="text-align: center;">Capital Loans</p> <ul style="list-style-type: none"> Principal: payable in 80 monthly installments beginning January 15, 2010, and upon demand by ART Interest: three-month LIBOR plus 1.25 percentage points (125 basis points), payable monthly, reset quarterly; increases by one percentage point (100 basis points) after default in any payment of principal or interest Prepayable at any time without premium or penalty Payment demand may be made by Buyer 180 days after any payment default, or upon subsequent bankruptcy of Grace or dissolution of ART Grace principal and interest payments effectively recovered from ART through Catalyst Supply Agreement surcharge
UP TO \$3,500,000 GRACE DEMAND NOTE	<ul style="list-style-type: none"> Principal: amount of 2009 maintenance capital loans by ART; payable in 96 monthly installments beginning February 15, 2010, and upon demand by ART Interest: three-month LIBOR plus 1.25 percentage points (125 basis points), payable monthly, reset quarterly; increases by one percentage point (100 basis points) after default in any payment of principal or interest Prepayable at any time without premium or penalty Grace principal and interest payments effectively recovered from ART through Catalyst Supply Agreement surcharge