IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
W. R. GRACE & CO., et al.,[1]	)	**Case No. 01-01139 (___)**
	)	**(Jointly Administered)**
	)	
Debtors.	)	

AFFIDAVIT UNDER 11 U.S.C. 327(e)

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

Fred R. Jacobberger, being duly sworn, upon his/her oath, deposes and says:

1. I am a partner of Jacobberger, McCarthy & Assoc., LLC, located at 2720 Maplewood Dr., Maplewood MN 55109 (the Firm).

2. The Debtors have requested that the Firm provide legal services to the Debtors, and the Firm has consented to provide such services.

[1] The Debtors consist of the following 62 entities: W. R. Grace & Co. (f/k/a Grace Specialty Chemicals, Inc.), W. R. Grace & Co.-Conn., A-1 Bit & Tool Co., Inc., Alewife Boston Ltd.. Alewife Land Corporation, Amicon, Inc., CB Biomedical, Inc. (f/k/a Circe Biomedical, Inc.), CCHP, Inc., Coalgrace. Inc., Coalgrace II, Inc., Creative Food 'N Fun Company, Darex Puerto Rico, Inc., Del Taco Restaurants, Inc.. Dewey and Almy, LLC (f/k/a Dewey and Almy Company), Ecarg, Inc., Five Alewife Boston Ltd., G C Limited Partners I, Inc. (f/k/a Grace Cocoa Limited Partners I, Inc.), G C Management. Inc. (f/k/a Grace Cocoa Management, Inc.), GEC Management Corporation, GN Holdings, Inc., GPC Thomasville Corp., Gloucester New Communities Company, Inc., Grace A-B Inc., Grace A-B II Inc., Grace Chemical Company of Cuba, Grace Culinary Systems, Inc., Grace Drilling Company, Grace Energy Corporation, Grace Environmental, Inc.. Grace Europe, Inc., Grace H-G Inc., Grace H-G II Inc., Grace Hotel Services Corporation, Grace International Holdings, Inc. (f/k/a Dearborn International Holdings, Inc.), Grace Offshore Company, Grace PAR Corporation, Grace Petroleum Libya Incorporated, Grace Tarpon Investors, Inc., Grace Ventures Corp., Grace Washington, Inc., W. R. Grace Capital Corporation, W. R. Grace Land Corporation, Gracoal, Inc., Gracoal II, Inc., Guanica-Caribe Land Development Corporation, Hanover Square Corporation, Homco International, Inc., Kootenai Development Company, L B Realty, Inc., Litigation Management, Inc. (f/k/a GHSC Holding, Inc., Grace JVH, Inc., Asbestos Management, Inc.), Monolith Enterprises, Incorporated, Monroe Street, Inc., MRA Holdings Corp. (f/k/a Nestor-BNA Holdings Corporation), MRA Intermedco, Inc. (f/k/a Nestor-BNA, Inc.), MRA Staffing Systems. Inc. (f/k/a British Nursing Association, Inc.), Remedium Group, Inc. (f/k/a Environmental Liability Management, Inc., E&C Liquidating Corp., Emerson & Cuming, Inc.), Southern Oil, Resin & Fiberglass, Inc., Water Street Corporation, Axial Basin Ranch Company, CC Partners (f/k/a Cross Country Staffing), Hayden-Gulch West Coal Company, H-G Coal Company.

3. The Firm may have performed services in the past and may perform services in the future, in matters unrelated to these chapter 11 cases, for persons that are parties-in-interest in the Debtors' chapter 11 cases.

4. As part of its customary practice, the Firm is retained in cases, proceedings and transactions involving many different parties, some of whom may represent or be employed by the Debtors, claimants and parties-in-interest in these chapter 11 cases. The Firm does not perform services for any such person in connection with these chapter 11 cases, or have any relationship with any such person, their attorneys or accountants that would be adverse to the Debtors or their estates.

5. Neither I nor any principal of or professional employed by the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principals and regular employees of the Firm.

6. Neither I nor any principal of or professional employed by the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates.

7. The Debtors owe the Firm $79,354.59 for prepetition services.

8. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Affidavit.

Executed on [9/9], 2002.

JENNIFER LYNN STEVENSON
NOTARY PUBLIC-MINNESOTA
My Comm. Expires Jan. 31, 2006

Sworn to and subscribed before me
this 9th day of September 2002

Notary Public
My Commission expires: 1/31/06

JACOBBERGER, MICALLEF & ASSOCIATES, LLC
ATTORNEYS AT LAW
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FRED R. JACOBBERGER

INVOICE

June 17, 2002

Mr. Michael Cohan
W. R. Grace & Co.
62 Whittemore Avenue
Cambridge MA 02140

Re: Cemstone

Date	Services	Hrs.
02/21/02	Telephone conference with Mr. Cohan; letter to Mr. Cohan	.4
03/08/02	Review materials forwarded by Mr. Cohan	2.5
3/11/02	Legal research re accord and satisfaction and forfeiture, Minnesota and Massachusetts	3.5
3/15/02	Telephone conference with Mr. Cohan	.2
3/18/02	E-mail exchange with Mr. Cohan re telephone conference	.2
03/26/02	Telephone conference with Mssrs. Cohan, Ragan, Meyer, Conlin and Vitale	1.0
04/01/02	Review draft of "renegotiated" contract forwarded by Mr. Cohan	.2

04/29/02	Telephone conference with Mr. Cohan	.2
05/01/02	Review damages materials forwarded by Mr. Cohan; review file; prepare draft complaint; letter to Mr. Cohan	2.5
05/06/02	Telephone conference with Mr. Cohan	.2
05/07/02	Letter to Mr. Becken enclosing complaint	.2
05/08/02	Telephone conferences with Mr. O'Neal (attorney for Cemstone) and Mr. Cohan	.4
06/12/02	Review draft of settlement agreement e-mailed by Mr. Cohan; review file; e-mail to Mr. Cohan	.5
		12.0@$210

TOTAL OWING **$2,520.00**

6-21-2002

HECT # 00172120002
40-0038

O/K to pay

OK TO PAY