

This instrument prepared by,
and after recording return to:

ENT 84580 BK 4417 PG 160
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1997 Oct 28 10:24 am FEE 25.00 BY JRD
RECORDED FOR FOUNDERS TITLE

Susan D. Kennedy, Esq.
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017

**AMENDMENT NO. 1 TO DEED OF TRUST, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT NO. 1 TO DEED OF TRUST, ASSIGNMENT OF
LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
(this "**Amendment**") is made as of the 24th day of October, 1997 among
LAROCHE INDUSTRIES INC. (the "**Trustor**") and THE CHASE
MANHATTAN BANK, as Administrative Agent for the Lenders (the
"**Beneficiary**").

WITNESSETH:

WHEREAS, the Trustor, in order to secure payment, performance and
observance of its indebtedness, liabilities and obligations arising under a Credit
Agreement dated as of August 26, 1997 among the Trustor, the lenders party
thereto (the "**Lenders**") and the Beneficiary (the "**Credit Agreement**"), the other
Financing Documents (as defined in the Credit Agreement) and certain other
amounts payable by the Trustor, entered into a Deed of Trust, Assignment of
Leases and Rents, Security Agreement and Fixture Filing dated as of August 27,
1997 (the "**Deed of Trust**") with Susan Peterson, as Trustee for the benefit of the
the Beneficiary, which Deed of Trust was recorded in Utah County, Utah, on
August 28, 1997 as Entry 66317, in Book 4360, Page 556 and which Deed of
Trust encumbers the interest of the Trustor in and to the parcel of land and
improvements thereon described in Exhibit A annexed hereto;

WHEREAS, the Trustor, the Beneficiary and the Lenders have amended
the Credit Agreement by entering into Amendment No. 1 to the Credit Agreement
(the "**Amendment**"), dated as of October 24, 1997, pursuant to which the Lenders
have agreed, among other things, to increase the commitment to make Revolving
Loans, with the Trustor's obligations being secured by the Deed of Trust and
other collateral; and

WHEREAS, the Beneficiary and the Lenders have agreed to enter into the Amendment only on the condition that the Deed of Trust is amended as provided herein.


NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The definition of "**Credit Agreement**" appearing in paragraph A of the Recitals of the Deed of Trust is hereby amended so that all references in the Deed of Trust to the Credit Agreement shall be references to the Credit Agreement, as amended by the Amendment, and as further amended from time to time.
2. Section 1.01 of the Deed of Trust is hereby amended as follows: The definition of "**Security Agreement**" is amended by replacing the words "the date hereof" with the words "August 26, 1997."
3. Section 4.01 of the Deed of Trust is hereby amended by changing the amount "**\$100,000,000**" to "**\$125,000,000**" where such amount appears therein.
4. Except as modified hereby, the terms and conditions of the Deed of Trust remain unchanged and in full force and effect and are hereby ratified and confirmed. The Trustor hereby confirms that it has no defenses or offsets with respect to its obligations under the Deed of Trust, as modified hereby.
5. The Trustor affirms and agrees that the Deed of Trust, as modified hereby, extends to and fully secures the entire amount of the Secured Obligations, including the additional **\$25,000,000** in aggregate principal amount of Revolving Loans.
6. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment under seal as of the date and year first above written.

GRANTOR

LAROCHE INDUSTRIES INC.

By: 
Name: R.P. BRODSKY
Title: TREASURER

BENEFICIARY

THE CHASE MANHATTAN BANK, AS
ADMINISTRATIVE AGENT

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this
Amendment under seal as of the date and year first above written.

GRANTOR

LAROCHE INDUSTRIES INC.


By: _____

Name:

Title:

BENEFICIARY

THE CHASE MANHATTAN BANK, AS
ADMINISTRATIVE AGENT

By:  _____

Name:

ROBERT T. SACKS

Title:

MANAGING DIRECTOR

ACKNOWLEDGMENT FORM

State of Georgia)
:SS.
County of Fulton)

The foregoing instrument was acknowledged before me this 15th day of Oct., 1997, by Cynthia McLucas, of LaRoche Industries Inc., a Delaware corporation.

Cynthia McLucas
Notary Public in and for said County and State

Seal



Residing at:

159 Lloyd Drive
Marietta, GA 30066

ACKNOWLEDGMENT FORM

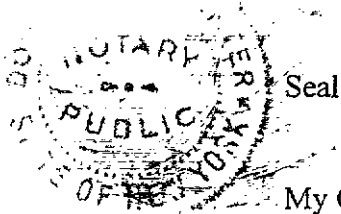
State of New York)

County of New York) :SS.

The foregoing instrument was acknowledged before me this 7th day of October, 1997, by Robert J. Sachs, of The Chase Manhattan Bank, a New York banking corporation.

Dorothy E. Hunter
Notary Public in and for said County and State

DOROTHY E. HUNTER
Notary Public, State of New York
No. 4922824
Qualified in Bronx County, 1999
Commission Expires Mar 14, 1999



My Commission expires:

March 14, 1998

Residing at:

4639 Matilda Ave.
Bronx, N.Y., 10470

EXHIBIT A

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COMMENCING at a point in a fence, which is 424.05 feet South and 883.28 feet West from the East quarter corner of Section 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Basis of bearing is the State Coordinate System); thence South 07°46'32" East along said fence 2796.57 feet; thence South 82°30'21" West along a fence extended 147.14 feet; thence North 07°57'36" West along the East side and East side extended of an existing sub-station building 35.24 feet; thence South 82°13'39" West along the South side of a garage 108.33 feet; thence North 11°59'48" West 25.69 feet to a fence; thence North 14°56'37" West along a fence 283.94 feet to a fence corner; thence South 83°36'20" West 29.09 feet to a fence corner; thence North 20°34'54" West along a fence 280.71 feet to a fence corner; thence North 14°56'19" West along a fence 1448.27 feet; thence North 08°15'56" West 136.96 feet to a fence; thence North 07°27'14" West along a fence 69.61 feet to a fence corner; thence North 82°14'36" East along a fence 53.65 feet; thence North 03°18'46" West 106.60 feet; thence North 10°55'05" East 92.03 feet; thence North 25°14'35" East 120.70 feet; thence North 40°54'42" East 377.48 feet; thence North 86°07'56" East 125.13 feet to the point of beginning.

Less any portion lying within the Railroad right of Way along the East side of said property.

EXHIBIT A (continued)

TRACT II

All that tract or parcel of land in E 1/2 of E 1/2 of Section 8 and in NE 1/4 of NE 1/4 of Section 17, T.6S., R.2E, Salt Lake Base and Meridian, within USSC's Geneva Steel Plant, Geneva, Utah County, Utah, 20 feet in width, whose centerline is generally described as follows:

BEGINNING AT THE WEST SIDE OF UTAH STATE ROAD 114 AT S. 3255, E. 1499 (BASED ON USSC's GENEVA PLANT GRID SYSTEM); THENCE TO S. 3211, E. 1120; THENCE TO S. 2725, E. 1125; THENCE TO S. 2660, E. 1065; THENCE CONTINUING IN THE CENTERLINE OF ROAD 3 TO S. 2660, E. 0280; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 2134, E. 0280; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 2056, E. 0269; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 1699, E. 0171; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 1620, E. 0160; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 1354, E. 0160; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 0632, E. 0161; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO S. 0202, W. 0015; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 'D' TO N. 3445, W. 0015; THENCE ALONG THE CENTERLINE OF ROAD 5 TO N. 3445, E. 0520; THENCE CONTINUING ALONG THE CENTERLINE OF ROAD 5 TO N. 3510, E. 0810; THENCE CONTINUING ALONG THE SAME TO N. 3595, E. 1100; THENCE CONTINUING ALONG THE SAME TO N. 3600, E. 1180, THE WEST LINE OF LAROCHE'S LAND.