

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Gibson Dunn & Crutcher LLP  
200 Park Avenue, 51<sup>st</sup> Floor  
New York, New York 10166  
Attn: Nicole Phillips Sharpe, Esq.  
Ref # 33022/00283



201105020062

Skagit County Auditor

5/2/2011 Page

1 of

8 1:39PM

**CHICAGO TITLE**

620011793

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

**FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

**Grantor(s)** (Last name, first name, initials)

1. General Chemical LLC, a Delaware limited liability company

**Grantee(s)** (Last name first, then first name and initials)

1. Chicago Title Company of Washington, a Washington corporation

2. General Electric Capital Corporation, as collateral agent

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range):

Ptn. SW NE, 33-35-2

Additional legal is on page [ ] of document.

**Assessor's Property Tax Parcel/Account Number:**

P33486

**Reference Number(s) of Documents assigned or released:** N/A

201010080114

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

This **FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING** (this "**Mortgage Amendment**") is dated as of April 21, 2011 to be effective as of March 9, 2011 (the "**Effective Date**"), by and from **GENERAL CHEMICAL LLC**, a Delaware limited liability company ("**Grantor**"), with an address at c/o Gentek Holding LLC, 90 East Halsey Road, Parsippany, New Jersey 07054, to **CHICAGO TITLE COMPANY OF WASHINGTON** ("**Trustee**"), with an address at 711 Third Avenue, Fifth Floor, New York, NY 10017, for the benefit of **GENERAL ELECTRIC CAPITAL CORPORATION**, as Collateral Agent for Lenders and Lender Counterparties, (in such capacity, "**Beneficiary**"), with an address at 500 W. Monroe Street, Chicago, IL 60661.

**RECITALS:**

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of October 6, 2010 (the "**Original Credit Agreement**"), by and among General Chemical Corporation (as successor in interest to Gentek Holding, LLC), General Chemical Holding Company, certain Subsidiaries of Borrower, as Guarantors, the Lenders party thereto from time to time, Goldman Sachs Credit Partners L.P., as Sole Lead Arranger and Sole Bookrunner, Raymond James Bank, FSB, as Documentation Agent, Keybank National Association, as Syndication Agent, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent;

**WHEREAS**, Grantor previously executed and delivered to Trustee for the benefit of Beneficiary that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "**Original Mortgage**") dated as of October 6, 2010 and recorded on October 8, 2010 as Instrument No. 201010080114 in the Official Records of Skagit County, Washington, encumbering the Mortgaged Property (as defined in the Original Mortgage), including certain land, improvements and fixtures located in Skagit County, in the State of Washington, which land is more particularly described in Exhibit A attached hereto and by this reference incorporated herein;

**WHEREAS**, the Original Mortgage secures, among other things, the obligations of Grantor under the Original Credit Agreement;

**WHEREAS**, the parties to the Original Credit Agreement now desire to amend the Original Credit Agreement pursuant to the terms of that certain Amendment No. 1 to Credit and Guaranty Agreement dated as of March 9, 2011 (the "**Credit Agreement Amendment No. 1**") by and among General Chemical Corporation, General Chemical Holding Company, certain Subsidiaries of Borrower, as Guarantors, the Lenders executing a signature page thereto or a Lender Addendum (as defined in Credit Agreement Amendment No. 1), Goldman Sachs Credit Partners L.P., as Sole Lead Arranger and Sole Bookrunner, and General Electric Capital Corporation, as Administrative Agent and Collateral Agent (the Original Credit Agreement, as amended by such Credit Agreement Amendment No. 1, and any and all amendments, modifications, supplements, restatements, extensions, renewals or replacements thereof are collectively referred to herein as the "**Amended Credit Agreement**");

**WHEREAS**, Grantor and Beneficiary desire to, among other things, give notice of the amendment to the Original Credit Agreement reflected in the Credit Agreement Amendment No. 1 and to confirm that the Original Mortgage remains in full force and effect, except to the extent expressly modified by this Mortgage Amendment.



201105020062

Skagit County Auditor

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Mortgage Amendment by this reference, the premises and the agreements, provisions and covenants herein contained, Grantor and Beneficiary agree as follows:

1. Definitions. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Original Mortgage, or if not defined therein, in the Amended Credit Agreement.

2. Mortgage Amendment.

The Original Mortgage is hereby amended as follows:

3.1 Definition of "Credit Agreement." Whenever referred to in the Original Mortgage or this Mortgage Amendment, the term "Credit Agreement" shall mean the Original Credit Agreement, as amended by the Credit Agreement Amendment No. 1, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time.

3.2 Definition of "Mortgage." Whenever referred to in the Original Mortgage or this Mortgage Amendment, the term "Mortgage" shall mean the Original Mortgage, as amended by this Mortgage Amendment, as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Indebtedness or the Obligations or giving notice of any such changes. Any future amendment, amendment and restatement, supplementation, or other modification of the Original Mortgage may or may not be recorded.

3.3 Definition of "Indebtedness." The definition of "Indebtedness" in the Original Mortgage is hereby amended by inserting the following parenthetical at the end of clause (i) thereof immediately before the word "and": "(including, without limitation, the New Tranche B Term Loan (as defined in the Credit Agreement Amendment No. 1))".

3. Limited Amendment; Ratification. This Mortgage Amendment is given solely to amend the Original Mortgage as set forth herein. No further amendment or modification is made or intended, and the terms and provisions of the Original Mortgage shall, except as expressly modified herein, continue in full force and effect from and after the date hereof. The warranties, representations, covenants and agreements contained in the Original Mortgage, as herein expressly amended, are hereby specifically reaffirmed and remade by Grantor and the entire Original Mortgage, as herein expressly amended, is hereby ratified, approved and confirmed in every respect. Grantor also hereby ratifies and confirms, as of the date of the Original Mortgage and as of the date hereof, the liens, encumbrances and security interests in and on the Mortgaged Property intended to be created by the Original Mortgage, as amended hereby.

4. No Release or Novation. The Obligations are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, security interest or assignment created or evidenced by the Mortgage and all such liens, security interests and assignments and the priority thereof shall relate back to the date that the Original Mortgage was filed as referenced in the recitals above. Grantor and Beneficiary intend that this Mortgage Amendment shall in no way affect the priority of the Original Mortgage or constitute a novation of the indebtedness secured thereby.

5. No Change in Mortgage Priority.

5.1 Definition: Junior Lien Claimant. A "Junior Lien Claimant" means any holder of any interest or claim that affects any Mortgaged Property or estate or interest therein, which interest or



claim is recorded after the date the Original Mortgage was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Mortgage.

5.2 *Change to Obligations.* The Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a "*Change*"). Changes may include any or all of the following, none of which shall impair the priority of the lien of the Mortgage as against the liens of Junior Lien Claimants: (i) complete or partial amendment and restatement of any or all terms and conditions of the Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the Indebtedness; and/or (v) modifications or additional amounts advanced with respect to the Indebtedness.

5.3 *Effect of Change(s).* The Original Mortgage (as amended by this Mortgage Amendment and as it may be further amended with or without record notice of such amendment) shall continue to secure the Obligations, with the same priority of lien as the Original Mortgage, even if the Obligations are subject to Change, whether or not: (a) any notice is recorded with respect to such Change; (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Mortgage) or the interest rate of the Indebtedness or otherwise adversely affects Junior Lien Claimants; or (c) Grantor executes or delivers new or additional note(s) to evidence or confirm such Change. The execution and delivery of this Mortgage Amendment, or of any subsequent or prior (if any) amendment of the Mortgage, shall not impair, reduce or subordinate, in whole or in part, the priority of the Mortgage. The Obligations (taking into account the effect of the Change) shall continue to be secured by the Mortgage, with the same priority of lien, even if any such Change occurs.

5.4 *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that the Obligations are subject to Change(s) from time to time. By taking or accepting its interest in the Mortgaged Property subject to the Mortgage, each Junior Lien Claimant understands, acknowledges, and agrees that the priority and validity of the lien of the Mortgage shall not be impaired or limited in any way by any Change. Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to any Obligation, or otherwise impair or reduce the priority of the lien of the Mortgage.

5.5 *Interaction with Credit Documents.* The foregoing provisions relating to Junior Lien Claimants shall not be deemed to limit, or waive any restrictions or prohibitions on transfers (including restrictions or prohibitions on junior liens) set forth in the Credit Documents.

6. Effect of Amendment. Except to the extent specifically modified or amended by this Mortgage Amendment, the Original Mortgage is and remains in full force and effect according to the terms thereof.

7. Successors and Assigns. This Mortgage Amendment shall bind and inure to the benefit of Grantor, Beneficiary, Trustee and the Secured Parties and their respective successors, substitutes and assigns.

8. Recordation; Costs and Expenses. Grantor shall cause this instrument to be filed and/or recorded in the filing or recording offices referenced in the recitals above and/or such other place as requested by Beneficiary, and Grantor shall pay to Beneficiary and/or such other entity as requested by Beneficiary all expenses incurred in connection with the preparation, execution, filing and recordation of this Mortgage Amendment, including, without limitation, attorneys' fees, filing fees, recording fees,



201105020062

Skagit County Auditor

documentary stamp, mortgage and intangible taxes and title search charges and other charges incurred to assure or insure the priority of the lien of the Mortgage.

9. Governing Law. This Mortgage Amendment shall be construed, interpreted and governed in accordance with Section 10 of the Mortgage.

10. Counterparts. This Mortgage Amendment may be executed in any number of original counterparts, which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same instrument; signature and acknowledgment pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Mortgage Amendment shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

*[Remainder of page intentionally left blank.]*



201105020062  
Skagit County Auditor

IN WITNESS WHEREOF, Grantor and Beneficiary have on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this Mortgage Amendment to be duly executed and delivered by authority duly given.

WITNESS:

GRANTOR:

GENERAL CHEMICAL LLC

By: [Signature]  
Name: Daniel E. Ditz  
Title: VP Finance

By: [Signature]  
Name: William E. Redmond Jr.  
Title: CEO

State of NJ

County of Sussex

Acknowledgment

I certify that before me appeared this day April 14 2011, a person known to me, who after being sworn said he/she is CEO of General Chemical LLC, a Delaware limited liability company, and is duly authorized to act on behalf of said Company, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Company.

Witness my hand and official seal, this 14 day of April, 2011.

Notary Seal

Wendy Brescia, Notary Public  
Wendy Brescia  
(Printed Name of Notary)

My Commission Expires: 6/1/2015

WENDY A. BRESCIA  
ID # 2396889  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 6/1/2015



201105020062  
Skagit County Auditor

**WITNESS:**

**BENEFICIARY:**

GENERAL ELECTRIC CAPITAL CORPORATION, as  
Collateral Agent

By: 

Name: **Anthony Ciraulo**  
Title: **Duly Authorized Signatory**

By: 

Name: **JANANI SHARMA**  
Title: **Duly Authorized Signatory**

State of Connecticut


County of Fairfield

**Acknowledgment**

I certify that before me appeared this day Janani Sharma, a person known to me, who after being sworn said he/she is the duly authorized signatory \_\_\_\_\_ of General Electric Capital Corporation, and is duly authorized to act on behalf of said Corporation, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said Corporation.

Witness my hand and official seal, this 17<sup>th</sup> day of April, 2011.

Notary Seal

  
**MARY E. PROCACCINI**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES APR 30, 2015**

My Commission Expires: 04/30/2015



201105020062

Skagit County Auditor

EXHIBIT A TO  
MORTGAGE AMENDMENT

Legal Description of Premises:

A tract of land in the North one-half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 35 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on the Northerly line of the North Texas Road (also known as County Road No. 591), which point is distant 15.68 feet North and 194.49 feet East of the Southwest corner of said subdivision (the Westerly line of said subdivision bears North 1°12'30" East;  
thence North 1°34' East a distance of 639.7 feet along the boundary of the property of Shell Oil Company to a point on the North line of said subdivision;  
thence South 88°49'15" East along the North line of said subdivision and the boundary of Shell Oil Company a distance of 1116.68 feet to a point (now marked by a pipe) on the Westerly right-of-way of Betterton Extension Road;  
thence South 0°57' west along said westerly right-of-way a distance of 641.5 feet to a point (now marked by a pipe) on the Northerly right-of-way of said North Texas Road;  
thence North 88°43'37" West along said Northerly right-of-way a distance of 1123.58 feet to the point or place of beginning;

EXCEPT any portion lying within the East 20 feet of the South 20 feet of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 33.

Situated in Skagit County, Washington



201105020062  
Skagit County Auditor