



Skagit County Auditor

\$298.00

3/15/2017 Page

1 of

7 2:07PM

When recorded return to:

GUARDIAN NORTHWEST TITLE CO.

113103

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: James E. Dillon, Esq.

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

Grantor: CHEMTRADE SOLUTIONS LLC, a Delaware limited liability
company f/k/a GENERAL CHEMICAL LLC, a Delaware limited liability
company

Grantee: MANUFACTURERS AND TRADERS TRUST COMPANY, AS
COLLATERAL TRUSTEE

Abbreviated Legal: Ptn. SW NE, 33-35-2
See Exhibit A for additional legal. , PAGE 7

Reference Nos (if any): 201404300052

Tax Parcel No: P33486 **XrefID:** 350233-0-002-0006

CHEMTRADE SOLUTIONS LLC,
a Delaware limited liability company
f/k/a GENERAL CHEMICAL LLC,
a Delaware limited liability company, as grantor
(Trustor)

and

MANUFACTURERS AND TRADERS TRUST COMPANY,
AS COLLATERAL TRUSTEE, as beneficiary
(Beneficiary)

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

Dated: As of March 16, 2017

Location: Anacortes, Washington

County: Skagit County

PREPARED BY AND UPON
RECORDATION RETURN TO:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: James E. Dillon, Esq.

THIS AMENDMENT TO DEED OF TRUST SECURES OBLIGATIONS WHICH MAY
PROVIDE FOR FUTURE ADVANCES, ADJUSTMENTS IN THE INTEREST RATE AND
PAYMENT AMOUNTS AND A BALLOON PAYMENT.

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

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made this 10 day of March, 2017 by and between CHEMTRADE SOLUTIONS LLC, a Delaware limited liability company f/k/a GENERAL CHEMICAL LLC, a Delaware limited liability company ("Trustor"), and MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as Collateral Trustee pursuant to the hereinafter defined Collateral Trust Agreement ("Beneficiary").

WITNESSETH:

A. Beneficiary is the Collateral Trustee under that certain Collateral Trust Agreement dated August 2, 2005 by and among Chemtrade Logistics (US), Inc., Chemtrade Sulphur US Holdings Inc., P2S5 LLC (formerly Chemtrade P2S5 Inc.), Chemtrade Refinery Services Inc. (formerly, Peak Sulfur, Inc.), Chemtrade Phosphorous Specialties, L.L.C. (formerly, Peak Chemical, L.L.C.), Chemtrade Performance Chemicals US, LLC, Chemtrade Holding Partnership (now dissolved), Chemtrade Refinery Solutions Limited Partnership, Sulex, Inc., Chemtrade Holdco US Inc. and Chemtrade Refinery Solutions GPCo LLC, as grantors, and Beneficiary, as collateral trustee (as it may be amended, modified, extended, renewed, supplemented or restated from time to time, the "Collateral Trust Agreement"). Unless otherwise indicated, capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Collateral Trust Agreement.

B. Trustor executed that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 23, 2014 (the "Original Deed of Trust") to secure the Obligations (as defined in the Original Deed of Trust), which Original Deed of Trust was recorded as Auditor's No. 201404300052 with the Skagit County, Washington Auditor, with respect to the real property described in Exhibit A hereto. The Original Deed of Trust, as amended hereby and as it may be further amended, modified, extended, renewed, supplemented or restated from time to time shall be referred to herein as the "Deed of Trust."

C. Trustor, certain other borrowers, Bank of Montreal, as Administrative Agent, and various institutions identified as Lenders therein have entered into that certain Credit Agreement dated as of February 7, 2017 (as it may be further amended, modified, extended, renewed, supplemented or restated from time to time, the "Credit Agreement").

D. Upon the effectiveness of the Credit Agreement, the Obligations shall thereafter mean and include the obligations of the Trustor pursuant to its guaranty of the obligations set forth in the Credit Agreement and the Loan Documents (as defined in the Credit Agreement).

NOW, THEREFORE, Trustor and Beneficiary do hereby agree as follows:

1. Obligations. As of the date hereof, for purposes hereof, the Obligations shall include the obligations of the Trustor set forth in the Credit Agreement and the Loan Documents, and this Deed of Trust shall secure all such obligations. The Credit Agreement provides for a

revolving loan in the maximum total amount of \$705,000,000 (with an additional \$200,000,000 accordion feature and additional swing lines up to \$20,000,000) and a term loan in the maximum total amount of \$325,000,000.

2. Effect of Amendment. Except as expressly amended herein, the Deed of Trust in all other respects are hereby confirmed and ratified as of the date hereof. The Secured Debt Documents, as hereby amended, are and shall remain the binding obligations of the Credit Parties, and except to the extent amended by this Amendment, all of the terms, provisions, conditions, agreements, covenants, representations, warranties and powers contained in the Secured Debt Documents shall be and remain in full force and effect and the same are hereby ratified and confirmed.

3. Successors and Assigns. Subject to the terms and conditions of the Secured Debt Documents, this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[The remainder of this page has intentionally been left blank. Signature page follows.]

IN WITNESS WHEREOF, Trustor and Beneficiary have executed this Amendment as of the date first set forth above.

TRUSTOR:

CHEMTRADE SOLUTIONS LLC, a Delaware limited liability company f/k/a GENERAL CHEMICAL LLC, a Delaware limited liability company

By:

Name: Tab McCullough

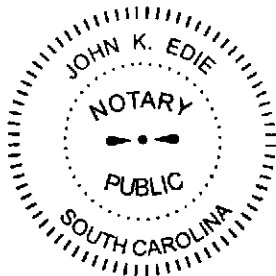
Title: Vice-President and Assistant Treasurer

ACKNOWLEDGEMENT

STATE OF South Carolina)
) ss.
COUNTY OF Lexington)

I certify that I know or have satisfactory evidence that Tab McCullough is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Vice-President of CHEMTRADE SOLUTIONS LLC, a Delaware limited liability company f/k/a GENERAL CHEMICAL LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 6th, 2017



John K. Edie
(Signature of Notary)

John K. Edie

(Name legibly printed or stamped)

Notary Public in and for the State of South Carolina
residing at 955 E Main St, Lexington, SC 29072
My appointment expires on 10/01/2018

BENEFICIARY:

MANUFACTURERS AND TRADERS
TRUST COMPANY

By: [Signature]
Name: Aaron G. McManus
Title: Vice President

ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF Erie)

I certify that I know or have satisfactory evidence that Aaron G. McManus is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Vice President of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 27, 2017



[Signature]
(Signature of Notary)

(Name legibly printed or stamped)
Notary Public in and for the State of _____,
residing at _____
My appointment expires on _____.

EXHIBIT A
Legal Description

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 THE PROPERTY 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 LINE A DISTANCE OF 641.5 FEET TO A POINT (NOW MARKED BY A PIPE) ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID NORTH TEXAS ROAD;

THENCE NORTH 88°43'37" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 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.