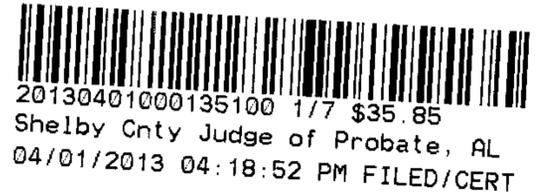


NOTE TO PROBATE JUDGE: This instrument is being filed as security for the obligations of Avanti Polar Lipids, Inc., an Alabama corporation (the "Borrower"), to IBERIABANK, a Louisiana state bank (the "Lender"), under a promissory note of even date herewith in the maximum principal amount of \$2,600,000.00. Therefore, mortgage tax payable in connection with the recording of this amendment is \$3,900.00.

STATE OF ALABAMA)
SHELBY COUNTY)



**FIRST AMENDMENT
TO
MORTGAGE**

THIS FIRST AMENDMENT TO MORTGAGE ("this Amendment") dated as of March 27, 2013 is entered into by **AVANTI POLAR LIPIDS, INC.**, an Alabama corporation (the "Borrower"), and **IBERIABANK**, a Louisiana state bank (the "Lender").

Recitals

A. The Borrower previously entered into that certain Mortgage dated December 1, 2010 in favor of the Lender, as recorded on December 30, 2010 at 10:46:23 AM, bearing instrument number 20101230000439560 (30 pages) of the public records of Shelby County, Alabama (the "Mortgage").

B. The Borrower has requested that the Lender make a construction loan available to the Borrower in the maximum principal amount of \$2,600,000 (the "2013 Construction Loan").

C. As a condition precedent to making the 2013 Construction Loan, the Lender will require an amendment to the Mortgage to increase the indebtedness secured thereby, to include the obligations of the Borrower with respect to the 2013 Construction Loan.

D. In order to induce the Lender to make the 2013 Construction Loan to the Borrower, the Borrower has agreed to enter into this Amendment with the Lender.

Agreement

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower and the Lender hereby agree and the Mortgage is hereby amended as follows:

1. **Rules of Construction.** For the purposes of this Amendment, the rules of construction shall be the same as set forth in the Mortgage.

2. **Acknowledgement.** The Borrower and the Lender acknowledge that the obligations of the Borrower under the 2013 Construction Loan shall be included within the definition of "Obligations" and therefor secured by the Mortgage.

3. Amendment. The Mortgage shall be hereby amended by adding the following subparagraph (n) to Exhibit B:

Master Note dated March 27, 2013 in the maximum principal amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) executed by the Borrower in favor of the Lender, which evidences a construction loan made by the Lender to the Borrower.

4. Definitions.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Mortgage.

(b) All references in the Mortgage and this Amendment to "this Mortgage" shall refer to the Mortgage, as amended of even date herewith.

(c) All references in the Mortgage to any other document executed in connection with the Credit Agreement, shall refer to such document as amended in connection with this Amendment and as such document may hereafter be amended.

5. Regrant of Security Interest/Mortgage. As security for the Obligations (as the definition of such term has been revised in this Amendment), the Borrower hereby grants, bargains, sells, assigns and conveys unto the Lender, and hereby grants to the Lender a security interest in, all of the Borrower's right, title and interest in, to and under the Property.

6. Reaffirmance of Representations and Warranties. The Borrower hereby represents and warrants that (i) all of the representations and warranties set out in the Mortgage are true and correct as of the date hereof (other than representations and warranties that expressly relate to an earlier date), (ii) it is in compliance with all the terms and provisions set forth in the Mortgage on their part to be observed and performed, and (iii) no Event of Default, nor any event which upon notice or lapse of time or both would constitute such an Event of Default has occurred and is continuing.

7. Consents, Registrations, Approvals, etc. No registration with or consent or approval of, or other action by, any governmental authority is required for the execution, delivery and performance of this Amendment, or any of the Credit Documents by the Borrower.

8. Mortgage to Remain. Except as expressly modified and amended, the Mortgage shall remain in full force and effect in accordance with its terms.

9. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one agreement and any party may execute this Amendment by executing any one or more such counterparts.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

11. Headings. The headings and captions used in this Amendment are for purposes of convenient reference only and shall not limit or define the meaning of any provision of this Amendment.



20130401000135100 2/7 \$35.85
Shelby Cnty Judge of Probate, AL
04/01/2013 04:18:52 PM FILED/CERT

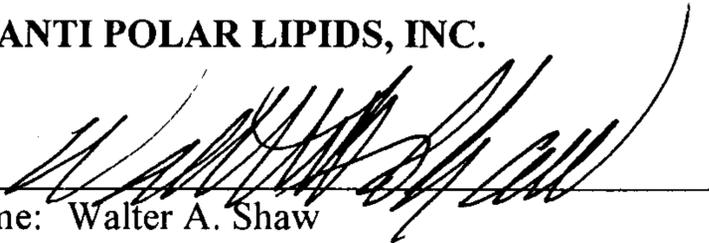
12. Enforceability. If any provision of this Amendment is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Lender to effectuate the provisions hereof.

[remainder of page intentionally left blank]


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Shelby Cnty Judge of Probate, AL
04/01/2013 04:18:52 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned Borrower and Lender have caused this instrument to be executed by their respective duly authorized representative on the date set forth below the respective notarial acknowledgment.

AVANTI POLAR LIPIDS, INC.

By: 
Name: Walter A. Shaw
Its: President

IBERIABANK

By: _____
Its: _____



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Shelby Cnty Judge of Probate, AL
04/01/2013 04:18:52 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned Borrower and Lender have caused this instrument to be executed by their respective duly authorized representative on the date set forth below the respective notarial acknowledgment.

AVANTI POLAR LIPIDS, INC.

By: _____
Name: Walter A. Shaw
Its: President

IBERIABANK

By: *[Signature]*
Its: Senior Vice President


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Shelby Cnty Judge of Probate, AL
04/01/2013 04:18:52 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Walter A. Shaw, whose name as President of AVANTI POLAR LIPIDS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 20th day of March, 2013.

Kathleen DeLoach
Notary Public

AFFIX SEAL

My commission expires: 6-14-2016

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of IBERIABANK, a Louisiana state bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

AFFIX SEAL

My commission expires: _____

This instrument was prepared by:

Lucas B. Gambino
MAYNARD, COOPER & GALE, P.C.
2400 Regions/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 254-1000


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Shelby Cnty Judge of Probate, AL
04/01/2013 04:18:52 PM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Walter A. Shaw, whose name as President of AVANTI POLAR LIPIDS, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2013.

Notary Public

AFFIX SEAL

My commission expires: _____

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Hunter Hill, whose name as Senior President of IBERIABANK, a Louisiana state bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this the 25 day of March, 2013.

Elizabeth J. Hitchcock
Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES SEPTEMBER 9, 2014

My commission expires: _____

This instrument was prepared by:

Lucas B. Gambino
MAYNARD, COOPER & GALE, P.C.
2400 Regions/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618
(205) 254-1000


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Shelby Cnty Judge of Probate, AL
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