


This instrument prepared by
and after recording return to:

Ray D. Gibbons, Esq.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203


20090505000166110 1/2 \$613.70
Shelby Cnty Judge of Probate, AL
05/05/2009 12:39:02 PM FILED/CERT

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "First Amendment") is made and entered into as of July 3, 2008, by and between **AVANTI POLAR LIPIDS, INC.**, an Alabama corporation (the "Borrower"), whose address is 700 Industrial Park Drive, Alabaster, Alabama 35007, Attention: Mr. Walter Shaw, in favor of **REGIONS BANK**, an Alabama banking corporation (the "Bank"), whose address is P.O. Box 10247, Birmingham, Alabama 35202, Attention: Mr. Donald W. Dobbins, Jr. (the "Bank"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in that certain Credit Agreement dated as of August 3, 2007 between Borrower and Bank (as amended from time to time, the "Credit Agreement").

WHEREAS, Borrower executed and delivered in favor of Bank that certain Mortgage and Security Agreement dated as of August 3, 2007, and recorded in the office of the Judge of Probate of Shelby County, Alabama on August 15, 2007 as Instrument No. 20070815000384260 (the "Mortgage"); and

WHEREAS, Borrower and Bank desire to amend the Mortgage as provided for hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Bank hereby agree that the Mortgage is amended as follows:

1. To secure the Construction Note, the Equipment Note, and the Term Note, Borrower does hereby convey, mortgage and warrant, grant, bargain, sell, assign, transfer, pledge and set over, re-convey, re-mortgage and re-warrant, re-grant, re-bargain, re-sell, re-assign, re-transfer, re-pledge and re-set over to Bank, its successors and assigns, a Lien and security interest on, upon and in the Mortgaged Property (as defined in the Mortgage).

2. The maximum principal indebtedness secured by the Mortgage is hereby increased from \$3,473,614.00 to \$3,873,352.00 (\$399,738.00 of which amount is new indebtedness, on which mortgage recording tax is due upon the recordation of this First Amendment).

3. Except as hereinafter expressly amended, the terms of the Mortgage are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

AVANTI POLAR LIPIDS, INC.

By: Walter Shaw
Walter Shaw, its President

REGIONS BANK

By: Donald W. Dobbins, Jr.
Its: VICE PRESIDENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Walter 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 16th day of July, 2008 April, 2009 [SEAL]

Patricia L. Ross
Notary Public
My Commission Expires: 6-15-2012

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald Dobbins, Jr., whose name as VP of Regions Bank, an Alabama banking 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 17th day of April, 2009 July, 2008 [SEAL]

Sandra L. Ross
Notary Public
My Commission Expires: _____

MY COMMISSION EXPIRES APRIL 7, 2012