

**NOTE TO PROBATE JUDGE:** This Amendment is being recorded as additional security for the Obligations described in a Second Amendment to Mortgage of even date herewith between Avanti Polar Lipids, Inc., an Alabama corporation, and IBERIABANK, a Louisiana state bank, which Second Amendment to Mortgage is being filed for record concurrently with the recording of this Amendment.

STATE OF ALABAMA            )

SHELBY COUNTY                )

**SECOND AMENDMENT  
TO  
ACCOMMODATION MORTGAGE**

**THIS SECOND AMENDMENT TO ACCOMMODATION MORTGAGE** ("this Amendment") dated as of March 25, 2016 is entered into by **W.A.S., LLC**, an Alabama limited liability company (the "Grantor"), and **IBERIABANK**, a Louisiana state bank (the "Lender").

**Recitals**

A. The Grantor previously entered into that certain Accommodation Mortgage dated December 1, 2010 in favor of the Lender, as recorded on December 30, 2010 at 10:46:24 AM, bearing instrument number 20101230000439570 (28 pages) of the public records of Shelby County, Alabama as amended by that certain First Amendment thereto dated as of March 27, 2013 (the "Mortgage").

B. Avanti Polar Lipids, Inc., an Alabama corporation (the "Borrower"), has requested that the Lender make a closed-end line/term loan available to the Borrower in the maximum principal amount of \$2,500,000 (the "2016 Closed-End Line/Term Loan"). The Borrower is an Affiliate of the Grantor inasmuch as Walter A. Shaw and Rowena C. Shaw (together, the "Sole Members") are the sole members of the Grantor and the sole shareholders of the Borrower.

C. As a condition precedent to making the 2016 Closed-End Line/Term 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 2016 Closed-End Line/Term Loan.

D. The Sole Members own all of the legal and beneficial interests in the Borrower and the Grantor. The extension of the 2016 Closed-End Line/Term Loan by the Lender to the Borrower will result in direct financial benefit to the Borrower and will result in indirect financial benefit to the Sole Members by enhancing their financial interests in the Borrower.

E. In order to induce the Lender to make the 2016 Closed-End Line/Term Loan to the Borrower, the Grantor 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 Grantor and the Lender hereby agree and the Mortgage is hereby further 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 Grantor and the Lender acknowledge that the obligations of the Borrower under the 2016 Closed-End Line/Term 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 (o) to Exhibit B:

Master Note (2016 Closed-End Line/Term Loan) dated March 25, 2016 in the maximum principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) executed by the Borrower in favor of the Lender, which evidences a closed-end line/term 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 Grantor hereby grants, bargains, sells, assigns and conveys unto the Lender, and hereby grants to the Lender a security interest in, all of the Grantor's right, title and interest in, to and under the Property.

6. Reaffirmance of Representations and Warranties. The Grantor 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 Grantor.

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.

  
20160413000120620 2/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
04/13/2016 08:17:48 AM FILED/CERT



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.

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.

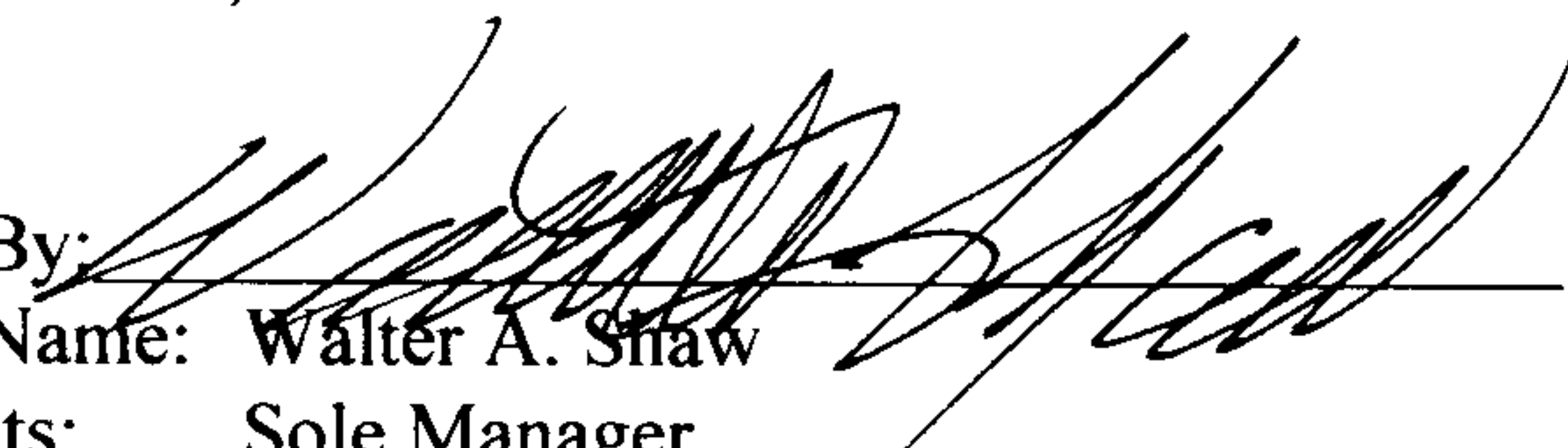
[remainder of page intentionally left blank]



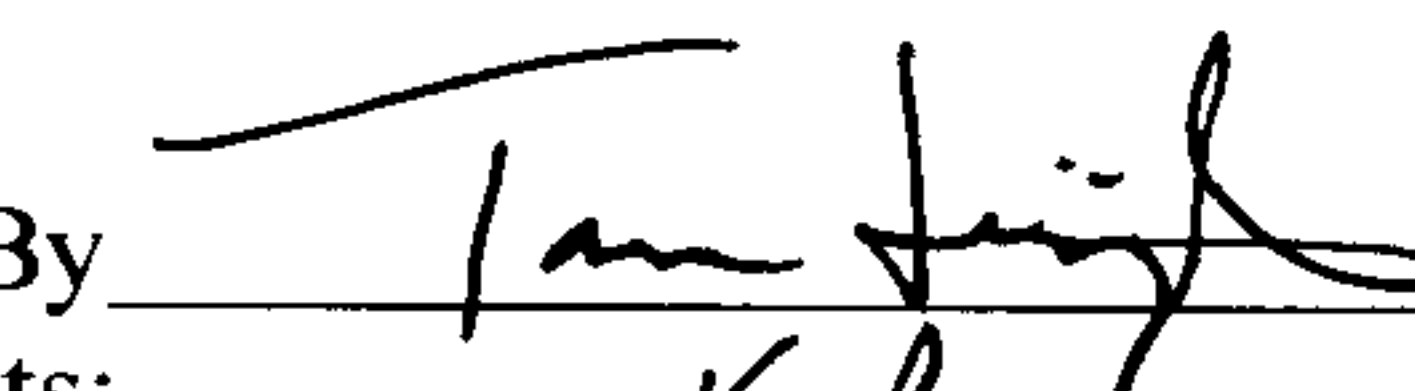
20160413000120620 3/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
04/13/2016 08:17:48 AM FILED/CERT


**IN WITNESS WHEREOF**, the undersigned Grantor 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.

**W.A.S., LLC**

By:   
Name: Walter A. Shaw  
Its: Sole Manager

**IBERIABANK**

By:   
Its: K.P.

  
20160413000120620 4/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
04/13/2016 08:17:48 AM 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 Sole Manager of W.A.S., LLC, an Alabama limited liability company, 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 limited liability company.

Given under my hand and official seal, this the 25 day of March, 2016.

*Patricia Hobbes*  
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 Tanner Livingston, whose name as VP 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, 2016.

*Misty Dawn Rigdon*  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

MISTY DAWN RIGDON Notary Public, Alabama State At Large My Commission Expires August 23, 2016
---

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

20160413000120620 5/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
04/13/2016 08:17:48 AM FILED/CERT