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This instrument prepared by and after recording should be returned to:

Thompson Coburn Fagel Haber
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.



Doc#: 0809331057 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2008 11:34 AM Pg: 1 of 8

PIN: 17-07-313-001-0000
17-07-313-002-0000
17-07-313-003-0000
17-07-313-004-0000
17-07-313-005-0000
17-07-313-006-0000
17-07-313-007-0000
17-07-313-008-0000
17-07-313-009-0000
17-07-313-012-0000
17-07-313-013-0000
17-07-313-024-0000
17-07-313-040-0000
17-07-313-044-0000
17-07-313-046-0000

COMMON ADDRESS: 2222 West Lake Street
Chicago, Illinois 60612

THIRD AMENDMENT TO MORTGAGE DOCUMENTS

This Third Amendment to Mortgage Documents (this "Third Amendment") is made and entered into as of April 1, 2008, by and between Vita Food Products, Inc., a Nevada corporation, with its principal office located at 2222 West Lake Street, Chicago, Illinois 60612 ("Mortgagor"), and LaSalle Bank National Association, a national banking association, with its principal office located at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

WITNESSETH:

WHEREAS, prior hereto, Lender provided certain loans, extensions of credit and other financial accommodations to "Borrowers" (hereinafter defined) pursuant to, among other things, (a) that certain Loan and Security Agreement dated as of September 5, 2003, as amended by that certain First Amendment to Loan and Security Agreement dated as of November 5, 2004, that certain Second Amendment to Loan and Security Agreement dated as of December 21, 2004, that certain Third Amendment to Loan and Security Agreement dated as of January 31, 2005, that certain Fourth Amendment to Loan and Security Agreement dated as of April 4, 2005, that

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certain Fifth Amendment to Loan and Security Agreement dated as of June 30, 2005, that certain Sixth Amendment to Loan and Security Agreement dated as of August 4, 2005, that certain Seventh Amendment to Loan and Security Agreement dated as of August 30, 2005, that certain Eighth Amendment to Loan and Security Agreement dated as of March 24, 2006, that certain Ninth Amendment to Loan and Security Agreement dated as of March 30, 2007, and that certain Tenth Amendment to Loan and Security Agreement dated as of April 13, 2007, each by and among Lender, Mortgagor, Virginia Honey Company, Inc., a Virginia corporation ("Virginia Honey"), The Halifax Group, Inc., a Georgia corporation ("Halifax"), and Vita Specialty Foods, Inc., a Delaware corporation ("Specialty Foods") (Mortgagor, Virginia Honey, Halifax and Specialty Foods are individually a "Borrower" and collectively the "Borrowers") (as may be further amended or restated from time to time, collectively the "Loan Agreement"), (b) that certain Mortgage and Security Agreement dated as of September 5, 2003, executed and delivered by Mortgagor to Lender, recorded with the Cook County, Illinois Recorder's office on September 10, 2003, as document number 0325339128, as amended by that certain First Amendment to Mortgage Documents dated as of August 30, 2005, executed and delivered by Mortgagor to Lender, recorded with the Cook County, Illinois Recorder's office on September 15, 2005, as document number 0525834032 (the "First Amendment"), and that certain Second Amendment to Mortgage Documents dated as of April 13, 2007, executed and delivered by Mortgagor to Lender, recorded with the Cook County, Illinois Recorder's office on April 20, 2007, as document number 0711060039 (the "Second Amendment"), encumbering the real property legally described on Exhibit "A" attached hereto, and commonly known as 2222 West Lake Street, Chicago, Illinois 60612 (collectively, the "Mortgage"); (c) that certain Assignment of Rents and Lessor's Interest in Leases dated as of September 5, 2003, executed and delivered by Mortgagor to Lender, recorded with the Cook County, Illinois Recorder's office on September 10, 2003, as document number 0325339129, as amended by the First Amendment, and the Second Amendment, encumbering the Mortgaged Property (collectively, the "Assignment of Rents"); (d) that certain Environmental Indemnity Agreement dated as of September 5, 2003, executed and delivered by Borrowers to Lender (as amended from time to time, "Environmental Indemnity Agreement"), and (e) the other documents, agreements and instruments referenced in any of the foregoing or executed and delivered pursuant thereto (the "Other Agreements");

WHEREAS, contemporaneously herewith, Borrowers have requested that Lender enter into that certain Eleventh Amendment to Loan and Security Agreement of even date herewith by and between Borrowers and Lender (the "Eleventh Amendment to Loan Agreement"), and provide the additional financial accommodations set forth therein (collectively the "Additional Financial Accommodations"), including, without limitation, increasing the maximum principal amount of the Revolving Loan from \$9,500,000 to \$10,000,000 and providing an additional term loan advance in the principal amount of \$1,238,000; and

WHEREAS, Lender is willing to provide the Additional Financial Accommodations to Borrowers pursuant to the Eleventh Amendment to Loan Agreement, provided, among other things, Mortgagor executes and delivers this Third Amendment to Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein and other good and valuable consideration,

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the receipt and sufficiency of which is hereby acknowledged, Lender and Mortgagor hereby agree as set forth in this Third Amendment.

1. **Use of Defined Terms.** Except as expressly set forth in this Third Amendment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage.

2. **Consolidation of Term Loan A and Term Loan B/New Term Loan D.**

A. On or around September 5, 2003, Lender provided a term loan to Borrowers in the original principal amount of \$6,500,000.00, which has a current outstanding principal balance of \$4,082,000.00 ("Existing Term Loan A"). On or around September 5, 2003, Lender provided a multi-draw line of credit to Borrowers in a maximum aggregate principal amount not to exceed \$3,000,000, which has a current outstanding principal balance of \$100,000.00 ("Existing Term Loan B"). Pursuant to the Eleventh Amendment to Loan Agreement, Existing Term Loan A and Existing Term Loan B have been consolidated into a single term loan, and together with the "Additional Term Loan A Advance" in the principal amount of \$1,238,000, are collectively "Term Loan A". As of April 1, 2008, Term Loan A shall have a principal balance of Five Million Four Hundred Twenty Thousand and no/100 Dollars (\$5,420,000.00). Term Loan A shall be evidenced by Term Note A and shall be secured by the Mortgage and the Assignment of Rents

B. Pursuant to the Eleventh Amendment to Loan Agreement, Lender shall provide to Borrowers a multi-draw line of credit in a maximum aggregate principal amount not to exceed \$1,000,000 ("Term Loan D"). Term Loan D shall be evidenced by Term Note D and shall be secured by the Mortgage and the Assignment of Rents.

3. **Acknowledgement of New Debt.** Mortgagor hereby acknowledges and agrees that (A) the definition of "Liabilities" set forth in the Mortgage and the Assignment of Rents includes, without limitation, the loans evidenced by (1) that certain revolving Note of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed \$10,000,000.00, as amended, renewed, restated or replaced from time to time, (2) that certain Term Note A of even date herewith executed and delivered by Borrowers to Lender in the principal amount of \$5,420,000.00, as amended, renewed, restated or replaced from time to time, (3) that certain Term Note C of even date herewith executed and delivered by Borrowers to Lender in the principal amount of \$1,000,000.00, as amended, renewed, restated or replaced from time to time, and (4) that certain Term Note D of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed \$1,000,000.00, as amended, renewed, restated or replaced from time to time, and (B) the Mortgage and the Assignment of Rents, as amended hereby, secure the full and timely payment and performance of the Liabilities and the Covenants, including, without limitation, the full and timely payment of the Liabilities evidenced by the promissory notes referenced above.

4. **Reaffirmation of Mortgage and Assignment of Rents.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, obligations, agreements and liabilities contained in the Mortgage and the Assignment of Rents, as amended hereby.

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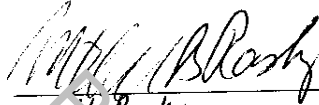
5. **Reaffirmation of Environmental Indemnity Agreement.** Mortgagor hereby reaffirms and remakes all of its representations, warranties, covenants, duties, indemnifications, obligations, agreements and liabilities contained in the Environmental Indemnity Agreement, including, but not limited to, the indemnification set forth in Section 3 thereof. Mortgagor hereby represents and warrants to Lender that all of the representations and warranties set forth in the Environmental Indemnity Agreement are true and correct as of the date hereof.
6. **Severability.** Wherever possible, each provision of this Third Amendment shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Third Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Third Amendment, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.
7. **Fees, Costs and Expenses.** Mortgagor agrees to pay, upon demand, all fees, costs, title charges and expenses incurred by Lender, including, but not limited to, reasonable attorneys' fees, in connection with the preparation, execution, delivery, recording and administration of this Third Amendment and the other agreements, documents and instruments executed and delivered pursuant hereto or in connection herewith.
8. **Exhibit.** The Exhibit referred to herein is attached hereto, made a part hereof and incorporated herein by this reference thereto.
9. **Choice of Law.** This Third Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.
10. **Conflict.** If, and to the extent, the terms and provisions of this Third Amendment contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the terms and provisions of this Third Amendment shall govern and control; provided, however, to the extent the terms and provisions of this Third Amendment do not contradict or conflict with the terms and provisions of the Mortgage or the Assignment of Rents, the Mortgage and the Assignment of Rents, as amended by this Third Amendment, shall remain in and have their intended full force and effect, and Lender and Mortgagor hereby affirm, confirm and ratify the same.
11. **Waiver of Jury Trial.** MORTGAGOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.

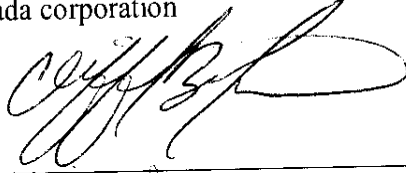
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IN WITNESS WHEREOF, Lender and Mortgagor have caused this Third Amendment to be executed and delivered by their duly authorized officers as of the date first set forth above.

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

VITA FOOD PRODUCTS, INC.,
a Nevada corporation

By: 
Name: M. Rasky
Title: SVP

By: 
Name: Jeffrey Baker
Title: President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROBERT F. RAMIREZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CLIFFORD BOLES who is personally known to me to be the PRESIDENT & CEO of **VITA FOOD PRODUCTS, INC.**, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31 day of MARCH, 2008.

Robert F Ramirez
Notary Public



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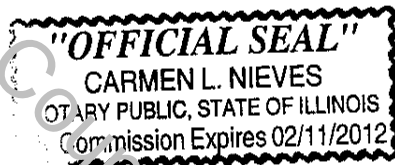
STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, Carmen L. Nieves, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mitchell B. Rasky who is personally known to me to be a Sr. V.P. of **LASALLE BANK NATIONAL ASSOCIATION**, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of March, 2008.

Carmen L. Nieves

Notary Public



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EXHIBIT "A" TO SECOND AMENDMENT TO MORTGAGE DOCUMENTS LEGAL DESCRIPTION

PARCEL 1:

LOT 13 (EXCEPT THE EAST 10.0 FEET THEREOF), ALL OF LOTS 14 TO 22, INCLUSIVE, AND LOTS 26 TO 41, INCLUSIVE (EXCEPT THE SOUTHERLY 10.0 FEET OF SAID LOTS 26 TO 41) IN BLOCK 1 OF SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO PARCEL 2:

LOTS 1 TO 5, INCLUSIVE, AND ALL OF THE 10.0 FOOT PRIVATE ALLEY EAST OF AND ADJOINING SAID LOTS 1 TO 5 IN BOWEN'S SUBDIVISION OF LOTS 23 TO 25 IN SUBDIVISION BLOCK AFORESAID.

ALSO PARCEL 3:

THAT PART OF THE EAST AND WEST 16.0 FOOT ALLEY LYING EAST OF THE WEST LINE OF LOT 26 EXTENDED NORTH AND WEST OF THE WEST LINE OF THE EAST 10 FEET OF LOT 13 EXTENDED SOUTH, IN BLOCK 1 OF SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION AFORESAID.

ALSO PARCEL 4:

LOTS 42 TO 50, INCLUSIVE, (EXCEPT THE SOUTHERLY 10 FEET OF SAID LOTS 48, 49 AND 50) IN BLOCK 1 IN WALLER'S SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

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