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

Cole Taylor Bank
9550 W. Higgins Road
Rosemont, Illinois 60018
Attention: Donald Tomlinson

Property address:

2222 West Lake Street
Chicago, Illinois 60612

PINs:

17-07-313-001 through
17-07-313-009, inclusive;
17-07-313-012; 17-07-313-013;
17-07-313-024; 17-07-313-040;
17-07-313-044; 17-07-313-046



Doc#: 1117144088 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/20/2011 04:10 PM Pg: 1 of 9

Space above this line for Recorder's use

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

This First Amendment to Mortgage and Security Agreement (this "**Amendment**") is made effective as of the 13th day of June 2011, by and between VITA FOOD PRODUCTS, INC., a Nevada corporation ("**Mortgagor**"), and Cole Taylor Bank, an Illinois banking corporation ("**Lender**").

PRELIMINARY STATEMENTS

A. Mortgagor previously executed in favor of Lender (a) a Mortgage and Security Agreement, dated as of March 5, 2010, recorded on April 1, 2010, with the Cook County Recorder of Deeds, State of Illinois, as Document Number 1009116038 (the "**Mortgage**"); and (b) an Assignment of Rents and Lessor's Interest in Leases, dated as of March 5, 2010, recorded on April 1, 2010, with the Cook County Recorder of Deeds, State of Illinois, as Document Number 1009116039 (the "**Assignment**"), each covering real property commonly known as 2222 West Lake Street, Chicago, Illinois 60612, and more particularly described on Exhibit A attached hereto and incorporated herein, as security for the full and timely payment and performance by Borrowers of the Liabilities (a) defined in the Mortgage) and the Covenants (as defined in the Mortgage).

B. At the present time the Mortgagor requests, and the Lender is agreeable to, (i) certain changes to the definition of "Loan Documents"; and (ii) certain other changes as more particularly described herein, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Mortgagor and Lender agree as follows:

1. Preliminary Statements. The preliminary statements set forth above are accurate, represent the intent of the parties hereto, and are incorporated herein by reference. Unless otherwise defined in this

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Amendment, capitalized terms used herein will have the same meaning in this Amendment as set forth in the Mortgage.

2. Confirmation. Mortgagor hereby confirms and certifies to Lender that each representation and warranty made by the Mortgagor contained in the Mortgage is true, complete, and correct in all respects as of the date hereof.

3. Mortgage Modifications.

3.1. The Loan Documents secured by the Mortgage have been modified. Accordingly, the paragraph of the Mortgage beginning with "WHEREAS, the Financial Accommodations are evidenced or secured by, among other agreements, instruments, and documents, the following", which describes the Loan Documents, is hereby modified to read as follows in its entirety:

" WHEREAS, the Financial Accommodations are evidenced or secured by, among other agreements, instruments, and documents, the following: (1) that certain Credit and Security Agreement, dated as of March 5, 2010, by and between Borrowers and Lender (as amended, renewed, restated, or replaced from time to time, the "**Credit Agreement**"); (2) that certain Replacement Revolving Note dated as of June 13, 2011, executed and delivered by Borrowers to Lender in a maximum aggregate principal amount of \$14,000,000, as such amount may be increased from time to time at the option of Lender in accordance with the Loan Documents (as defined below); (3) that certain Machinery & Equipment Term Note dated as of March 5, 2010, executed and delivered by Borrowers to Lender in the original principal amount of \$1,926,000, as such amount may be increased from time to time at the option of Lender in accordance with the Loan Documents; (4) that certain Real Estate Term Note dated as of March 5, 2010, executed and delivered by Borrowers to Lender in the original principal amount of \$3,520,000, as such amount may be increased from time to time at the option of Lender in accordance with the Loan Documents; (5) that certain Replacement Capital Expenditure Term Note dated as of June 13, 2011, executed and delivered by Borrowers to Lender in a maximum aggregate principal amount of \$2,421,428, as such amount may be increased from time to time at the option of Lender in accordance with the Loan Documents; (6) that certain Special Advance Term Note dated as of March 5, 2010, executed and delivered by Borrowers to Lender in the original principal amount of \$500,000, as such amount may be increased from time to time at the option of Lender in accordance with the Loan Documents; (7) that certain Assignment of Rents and Lessor's Interest in Lease, dated as of March 5, 2010, executed and delivered by Mortgagor to Lender; (8) the Environmental Indemnity Agreement (as defined below); (9) that certain Grant of Security Interest in Trademarks and Patents dated as of March 5, 2010, executed and delivered by Borrowers to Lender; and (10) any increases, replacements, or restatements of, or renewals, modifications, amendments, or substitutions to any of the foregoing (collectively the "**Loan Documents**"). Terms used but not otherwise defined herein are used herein as defined in the Credit Agreement."

3.2 The notice address of Lender has changed. Accordingly, the notice address for Lender appearing in Section 7.1 of the Mortgage is hereby modified to read as follows in its entirety:

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“ If to Lender, then to:

Cole Taylor Bank
9550 W. Higgins Road
Rosemont, Illinois 60018
Attention: Donald Tomlinson
Fax no.: (847) 698-5718

with a copy to:

McGuireWoods LLP
77 W. Wacker Drive, Suite 4100
Chicago, Illinois 60601
Attention: Arthur Muir
Fax no.: (312) 698-4568”

3.3 Certificate of Exemption number 1FEC641B-F3B0-4C0D-9574-21634247F6DF, which is affixed to the Mortgage, is hereby modified as follows:

(a) The phrase “PIN: 17-07-313-001-0000” is hereby modified to read as follows in its entirety: “17-07-313-001 through 17-07-313-009, inclusive; 17-07-313-012; 17-07-313-013; 17-07-313-024; 17-07-313-040; 17-07-313-044; 17-07-313-046”.

(b) The phrase “Borrower: Vita Foods Products, Inc.” is hereby modified to read as follows in its entirety: “Borrower: Vita Food Products, Inc., Vita Consumer Products, Inc., and Vita Specialty Foods, Inc.”

(c) The phrase “Loan / Mortgage Amount: \$3,520,000.00” is hereby modified to read as follows in its entirety: “Loan / Mortgage Amount: up to \$50,000,000.00, as such amount may be increased from time to time at the option of Cole Taylor Bank in accordance with the Loan Documents (as defined in that certain Mortgage and Security Agreement, dated as of March 5, 2010, made by Vita Food Products, Inc., as Mortgagor, in favor of Cole Taylor Bank, as Lender, and recorded on April 1, 2010, with the Cook County Recorder of Deeds, State of Illinois, as Document Number 1009116038”.

4. Representations and Warranties. Mortgagor represents and warrants to Lender that: (a) upon the execution and delivery of this Amendment, this Amendment shall be valid, binding, and enforceable upon Mortgagor in accordance with its terms; (b) the execution and delivery of this Amendment will not, nor will the observance or performance of any of the matters and things herein set forth, (i) violate any provisions of law or any applicable regulation, order, writ, injunction, or decree of any court or governmental authority, or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement, or contract of any kind to which Mortgagor is a party, by which Mortgagor is bound, or which is binding upon or applicable to the Premises, or any portion thereof; (c) there is not any condition, event, or circumstance existing, or any litigation, demand, charge, claim, petition, or governmental investigation or proceeding pending, or to the best knowledge of Mortgagor, threatened, against Mortgagor or the Premises, which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect (as defined in the Credit Agreement); and (d) there are no contracts of any kind outstanding which would be binding on a successor in title to the Premises other than the Mortgage and the Assignment.

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5. Miscellaneous.

5.1 Except as expressly amended herein or as contemplated herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms. This Amendment is a Loan Document.

5.2 This Amendment and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Amendment and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the promissory notes evidencing the Loans (as defined in the Credit Agreement) secured by the Mortgage.

5.3 This Amendment may be executed in one or more counterparts, all of which, when taken together, shall constitute one original agreement.

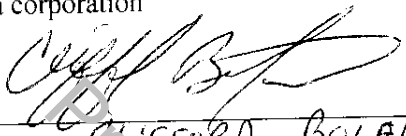
5.4 This Amendment shall not be construed more strictly against Lender than against Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Mortgagor and Lender have contributed substantially and materially to the preparation of this Amendment, and Mortgagor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Amendment.

5.5 Each of the parties to this Amendment represents that it has been advised by its respective counsel of the legal and practical effect of this Amendment, and recognizes that it is executing and delivering this Amendment, intending thereby to be legally bound by the terms and provisions hereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Amendment, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

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This First Amendment to Mortgage and Security Agreement has been entered into as of the date first above written.

MORTGAGOR	
VITA FOOD PRODUCTS, INC., a Nevada corporation	
By:	
Name:	<u>CLIFFORD BOLEN</u>
Title:	<u>PRESIDENT</u>
LENDER	
COLE TAYLOR BANK, an Illinois banking corporation	
By:	_____
Name:	_____
Title:	_____

Property of Cook County Clerk's Office

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This First Amendment to Mortgage and Security Agreement has been entered into as of the date first above written.

MORTGAGOR
VITA FOOD PRODUCTS, INC., a Nevada corporation
By: _____ Name: _____ Title: _____
LENDER
COLE TAYLOR BANK, an Illinois banking corporation
By:  Name: Donald A. Tomlinson Title: Senior Vice President

Property of Cook County Clerk's Office

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MORTGAGOR ACKNOWLEDGMENT

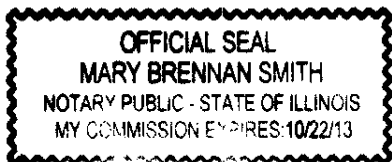
State of Illinois)
County of De Kalb) S.S. 344-48-2-1-2

I, Mary Brennan Smith, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cliff Bolin, 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 First Amendment to Mortgage and Security Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of June 2011.

Mary Brennan Smith
Notary Public

My commission expires:
10/22/13



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LENDER ACKNOWLEDGMENT

State of Illinois)
) S.S.
County of Cook)

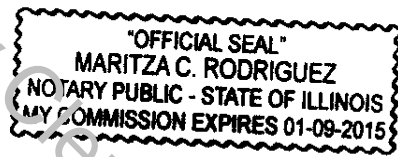
I, Maritza C. Rodriguez, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Tomlinson, who is personally known to me to be a Senior Vice President of COLE TAYLOR BANK, and the same person whose name is subscribed to the foregoing First Amendment to Mortgage and Security Agreement, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13 day of June 2011.

Maritza C. Rodriguez
Notary Public

My commission expires:

1-9-2015



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EXHIBIT A to First Amendment to Mortgage and Security Agreement

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.

PINs:

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