Recorded: 10/18/2017 at 1:21:29.0 PM
Fee Amount: $27.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 2883

AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

Recorder's Cover Sheet

Preparer Information	**Linda M. Kirsch** Shuttleworth & Ingersoll PLC 115 3rd Street SE, Suite 500 Cedar Rapids, IA 52401
Return Document To:	**Fried, Frank, Harris, Shriver & Jacobson LLP** One New York Plaza New York, NY 10004 Attn: Jessica H. Mayes
Taxpayer Information:	Paladin Brands Group, Inc. 2211 York Road, Suite 320 Oak Brook, IL 60523
Mortgagor:	Paladin Brands Group, Inc. 2211 York Road, Suite 320 Oak Brook, IL 60523
Mortgagee:	Bank of America, N.A., as collateral agent 101 S. Tyron Street Mail Code: NC1-002-15-36 Charlotte, North Carolina 28255 Attention: Kimberly D. Williams
Legal Description and Document or instrument number of previously recorded documents:	**See Mortgage recorded 11/25/2013 in Book 2013 Page 3668**

Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing

This Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 26, 2017, is entered into by and between Paladin Brands Group, Inc., ("Mortgagor") and Bank of America, N.A., as Agent for the benefit of the Secured Parties referred to therein ("Mortgagee")

RECITALS

A. This Amendment pertains to the certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of November 21, 2013 and filed for record on November 25, 2013 in Book 2013, Page 3668 of the records of the Delaware County, Iowa Recorder (the "Mortgage").

B. Mortgagor and Mortgagee have agreed to amend the Mortgage to exclude a structure from the lien of the Mortgage.

C. The parties wish to reconfirm the terms, provision, conditions, restrictions and covenants of the Mortgage.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subparagraph (ii) of the definition of Encumbered Property in Section 1.01 of the Mortgage is amended by striking the same and inserting in lieu thereof the following:

(ii) all of the Mortgager's right, title and interest in and to all buildings, improvements, fixtures and other structures of improvements of any kind now or hereafter erected or located upon the Land, including, but not limited to, all building materials, water, sanitary and storm sewers, drainage, electricity, steam, gas, telephone and other utility facilities, parking areas, roads, driveways, walks and other site improvements; and all additions and betterments thereto and all renewals, substitutions and replacement thereof, owned or to be owned by the Mortgagor or in which the Mortgagor has or shall acquire and interest, to the extent of the Mortgagor's interest therein, now or hereafter erected or located upon the Land (collectively, the "Improvements"). Notwithstanding anything in the definition of Improvements to the contrary, Improvements shall not include the structure shown on the attached Exhibit B, which structure is the most southeasterly structure located on the Land.

2. All term and condition of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Amendment and the Mortgage shall be read together, as one document.

3. Mortgagor acknowledges receipt of a copy of this Amendment.

Remainder of Page Intentionally Blank
Signature Page Follows:

IN WITNESS WHEREOF, Mortgagor has executed this Amendment to Mortgage as of the date first above written.

MORTGAGOR:

PALADIN BRANDS GROUP, INC.

By: _____
Name: Steve Klyn
Title: Chief Financial Officer, Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF Illinois)
) ss.:
COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 22nd day of September, 2017, by Steve Klyn, as Chief Financial Officer, Vice President & Secretary of Paladin Brands Group, Inc.

OFFICIAL SEAL
Summer H Ugel
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires September 10, 2020

Summer H. Ugel
Notary Public Summer H. Ugel
My Commission Expires 09/10/2020

BANK OF AMERICA, N.A.

BY Priscilla Baker

Name & Title: Priscilla Baker
AVP

STATE OF NC)
) ss:
Mecklenburg COUNTY)

This instrument was acknowledged before me this 25th day of September, 2017, by Priscilla Baker as AVP, of BANK OF America, N.A.

Notary Public in and for said State

KYLE D HARDING
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires May 26, 2019

EXHIBIT B

