

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **May 22, 2009**

NATURE'S SUNSHINE PRODUCTS, INC.

(Exact name of registrant specified in its charter)

Utah
(State or other jurisdiction of
incorporation)

0-8707
(Commission File Number)

87-0327982
(I.R.S. Employer Identification No.)

75 East 1700 South, Provo, Utah
(Address of principal executive offices)

84606
(Zip Code)

Registrant's telephone, including area code: **(801) 342-4300**

N/A

(Former name and former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

The information provided in response to Items 5.01 and 5.02 of this Current Report on Form 8-K is incorporated herein by reference.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT.

On May 22, 2009, Nature's Sunshine Products, Inc. (the "Company") and Kristine F. Hughes, Eugene L. Hughes and Pauline Hughes Francis in their capacity as shareholders of the Company (collectively, the "Hughes Parties") entered into a settlement and voting agreement (the "Prescott Agreement") with Prescott Group Aggressive Small Cap Master Fund, G.P. ("Prescott"). Contemporaneously with the Prescott Agreement, the Company and the Hughes Parties entered into voting agreements (collectively with the Prescott Agreement, the "Voting Agreements") with each of the following shareholders of the Company: Red Mountain Capital Partners II, L.P., Red Mountain Capital Partners III, L.P. and Paradigm Capital Management, Inc. (collectively with Prescott, the "Shareholder Parties").

In connection with the discussions leading up to the Voting Agreements, Prescott, which holds approximately 12 percent of the Company's outstanding shares, had made a written demand under the Utah Revised Business Corporation Act that the Company hold a special meeting of shareholders, or in lieu thereof an annual meeting of shareholders, for the purpose of electing a slate of directors proposed by Prescott. Prescott subsequently made a written demand that Prescott be allowed to inspect and copy the record of shareholders required to be maintained by the Company under the Utah Revised Business Corporation Act. The stated purpose for such inspection was to solicit proxies from the Company's shareholders for the purpose of voting on the election of directors and other matters presented at the meeting of shareholders. Prescott also informed the Company that on April 3, 2009, it had commenced a legal action in the Fourth Judicial District Court for Utah County, Utah (*Prescott Group Aggressive Small Cap Master Fund, G.P. v. Nature's Sunshine Products, Inc.*, Civil No. 090401518) to petition the court to order an annual meeting of shareholders for purposes of electing directors. Ultimately, the complaint was never served and, in connection with the Prescott Agreement, Prescott agreed to withdraw its demands, dismiss its legal action and release the Company, the Hughes Parties and other related parties from claims relating to Prescott's legal action.

The changes to the Board of Directors as contemplated by the Voting Agreements follow a series of meetings among the existing directors and the Company's major shareholders. The current Board engaged in an extensive process of interviewing and evaluating the new Board members proposed by the shareholders and has unanimously endorsed their appointment to the Board, as well as the selection of the slate of directors to be proposed for election at the next annual meeting of shareholders.

The Voting Agreements provide, among other things, that, effective on or about June 7, 2009, ten days following the date of the mailing of an information statement on Schedule 14F-1 (the "Information Statement") to the Company's shareholders, pursuant to Section 14(f) of the Securities and Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, (i) the authorized number of directors of the Board of Directors of the Company (the "Board") will be increased from six to eight directors in accordance with Section 3.2 of the Bylaws of the Company, creating two additional vacancies in addition to one previously unfilled vacancy on the Board, (ii) with the exception of Kristine F. Hughes, all of the current members of the Board, including Robert K. Bowen, Larry A. Deppe, Pauline Hughes Francis and Eugene L. Hughes, will resign as members of the Board, resulting in a total of seven vacancies on the Board and (iii) Michael D. Dean, Albert R. Dowden, Douglas Faggioli, Pauline Hughes Francis, Willem Mesdag, Jeffrey D. Watkins and Candace K. Weir will be appointed to fill such vacancies on the Board and will serve as directors until the next annual meeting of shareholders at which directors are elected and until their respective successors are duly elected and qualified, unless they resign, are removed or are otherwise disqualified from serving as a director of the Company. Ms. Francis is currently a director of the Company, and her resignation and reappointment are for the purpose of changing the Board class to which she is assigned.

The Voting Agreements also provide that, at the next annual meeting of shareholders, which is currently planned for 2009, the Company will nominate, and the Shareholder Parties and the Hughes Parties will vote all of the shares of the Company's common stock beneficially owned by them in favor of, each of the following individuals, with such nominees serving in the Board class set forth opposite his or her name:

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Name	Class
Jeffrey D. Watkins	Class I
Willem Mesdag	Class I
Michael D. Dean	Class II
Douglas Faggioli	Class II
Candace K. Weir	Class II
Kristine F. Hughes	Class III
Pauline Hughes Francis	Class III
Albert R. Dowden	Class III

Pursuant to the Voting Agreements, the Class I directors' terms will expire at the first annual meeting of shareholders following their election (expected to be in 2010), the Class II directors' terms will expire at the second annual meeting of shareholders following their election (expected to be in 2011), and the Class III directors' terms will expire at the third annual meeting of shareholders following their election (expected to be in 2012). Thereafter, as provided in the Company's Restated Articles of Incorporation, the Company expects that the terms of each class of directors will expire at the third annual meeting following the annual meeting at which such class is elected.

The voting arrangement set forth in the Voting Agreements will terminate immediately following the next annual meeting of shareholders of the Company or any adjournment or postponement thereof, or December 31, 2009, whichever is earlier.

As a result of the Voting Agreements, a change in the majority of the Board of Directors will become effective on or about June 7, 2009, ten days following the date of the mailing of the Information Statement to the Company's shareholders. In addition, an aggregate of 7,944,217 shares of the Company's common stock are beneficially owned by the shareholders who are parties to the Voting Agreements, representing approximately 51.2 percent of the issued and outstanding shares of common stock, based upon 15,510,159 shares of common stock issued and outstanding on April 30, 2009. The Company is not aware of any other arrangement or event, the occurrence of which will result in a change in control of the Company.

The foregoing summary does not purport to be a complete description of the Voting Agreements and is qualified in its entirety by reference to such agreements, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

As discussed in more detail in Item 5.01 above, pursuant to the Voting Agreements, effective on or about June 7, 2009, ten days following the date of the mailing of the Information Statement to the Company's shareholders, (i) Robert K. Bowen, Larry A. Deppe, Pauline Hughes Francis and Eugene L. Hughes will resign as members of the Board and (ii) Michael D. Dean, Albert R. Dowden, Douglas Faggioli, Pauline Hughes Francis, Willem Mesdag, Jeffrey D. Watkins and Candace K. Weir will be appointed to fill the vacancies on the Board and will serve as directors until the next annual meeting of shareholders at which directors are elected and until their respective successors are duly elected and qualified, unless they resign, are removed or are otherwise disqualified from serving as a director of the Company. Ms. Francis is currently a director of the Company, and her resignation and reappointment are for the purpose of changing the Board class to which she is assigned. The information provided in response to Item 5.01 of this Current Report on Form 8-K is incorporated herein by reference.

Following the resignations and appointments pursuant to the Voting Agreements, the new Board of Directors will establish committee assignments for each of the committees at its initial meeting, or as soon thereafter as may be practicable.

A copy of the press release announcing the resignations of the current members of the Board, other than Kristine F. Hughes, and the foregoing appointments pursuant to the terms of the Voting Agreements is filed as Exhibit 99.1 to this Current Report on Form 8-K and incorporated herein by reference.

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ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) The following documents are filed as exhibits to this report:

Item No.	Exhibit
10.1	Settlement and Voting Agreement, dated as of May 22, 2009, by and among Nature's Sunshine Products, Inc., Kristine F. Hughes, Eugene L. Hughes, Pauline Hughes Francis and Prescott Group Aggressive Small Cap Master Fund, G.P.
10.2	Voting Agreement, dated as of May 22, 2009, by and among Nature's Sunshine Products, Inc., Kristine F. Hughes, Eugene L. Hughes, Pauline Hughes Francis and Red Mountain Capital Partners II, L.P.
10.3	Voting Agreement, dated as of May 22, 2009, by and among Nature's Sunshine Products, Inc., Kristine F. Hughes, Eugene L. Hughes, Pauline Hughes Francis and Red Mountain Capital Partners III, L.P.
10.4	Voting Agreement, dated as of May 22, 2009, by and among Nature's Sunshine Products, Inc., Kristine F. Hughes, Eugene L. Hughes, Pauline Hughes Francis and Paradigm Capital Management, Inc.
99.1	Press Release issued by Nature's Sunshine Products, Inc., dated May 28, 2009

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Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NATURE'S SUNSHINE PRODUCTS, INC.

Dated: May 28, 2009

By: /s/ Stephen M. Bunker
Stephen M. Bunker, Chief Financial Officer

SETTLEMENT AND VOTING AGREEMENT

THIS SETTLEMENT AND VOTING AGREEMENT (this "Agreement") is made and executed as of the 22nd day of May, 2009 (the "Effective Date"), by, between and among Nature's Sunshine Products, Inc., a Utah corporation organized under the Utah Revised Business Corporation Act ("URBCA") (the "Company"); Prescott Group Aggressive Small Cap Master Fund, G.P., an Oklahoma general partnership (the "Shareholder"); Kristine F. Hughes, Pauline Hughes Francis and Eugene L. Hughes (collectively, the "Hughes Parties").

RECITALS

- A. As of the date of this Agreement, the Shareholder Beneficially Owns 1,865,383 shares of common stock of the Company, representing approximately twelve percent (12%) of the issued and outstanding common stock of the Company, and previously has been granted proxies described on Exhibit A hereto to vote an aggregate of 6,151,675 shares of common stock of the Company (the "Proxies").
- B. By letter dated February 27, 2009, the Shareholder made a written demand (the "Meeting Demand") pursuant to Section 16-10a-702(1)(b) of the URBCA that the Company hold a special meeting of shareholders, or in lieu thereof an annual meeting of the shareholders, for the purpose of electing the slate of directors proposed by the Shareholder.
- C. By letter dated March 10, 2009, the Shareholder or its Affiliates made a written demand (the "Inspection Demand") pursuant to Section 16-10a-1602(2) of the URBCA that the Shareholder be allowed to inspect and copy the record of shareholders required to be maintained by the Company pursuant to Section 16-10a-1601(3) of the URBCA. The Company provided to the Shareholder the information requested in the Inspection Demand.
- D. The Shareholder filed but has not served an action in the Fourth Judicial District Court for Utah County, Utah, styled Prescott Group Aggressive Small Cap Master Fund, G.P. v. Nature's Sunshine Products, Inc., Civil No. 090401518 (the "Civil Action"), asking the court to order an annual meeting of the Company's shareholders.
- E. The Company, the Shareholder and the Hughes Parties have agreed that, among other things, if the Company's Board of Directors (the "Board") is reconstituted as set forth herein, the Shareholder will withdraw the Meeting Demand, the Shareholder will terminate, withdraw or dismiss all legal actions taken with respect to the Company or the Board; the Shareholder and the Hughes Parties will release the Shareholder, the Hughes Parties, the Company and the Board from all claims relating to the Meeting Demand, the Inspection Demand and the Civil Action; and the Shareholder and the Hughes Parties will vote its shares for the election of the members of the reconstituted Board in the next annual meeting of the Company's shareholders. The parties desire to memorialize their compromise in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Certain Definitions.** For purposes of this Agreement:
 - 1.1 "Affiliate" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act.
 - 1.2 "Beneficial Owner," "Beneficial Ownership" and "Beneficially Own" have the same meaning as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act.
 - 1.3 "SEC" means the Securities and Exchange Commission.
 - 1.4 "Voting Shares" means (i) all equity securities of the Company Beneficially Owned by the Shareholder or the Hughes Parties, respectively, as of the date of this Agreement less any such shares disposed of by the Shareholder after the Effective Date in compliance with Section 8.10 and (ii) all additional equity securities of the Company of which the Shareholder or the Hughes Parties may acquire Beneficial Ownership during the period from the date of this Agreement through the Voting Agreement Termination Date.
2. **Withdrawal of Meeting Demand and Acknowledgement Regarding Inspection Demand** The Shareholder hereby irrevocably withdraws the Meeting Demand and acknowledges the Company satisfied the Inspection Demand.
3. **Distribution of Section 14(f) Statement.** Within three (3) business days following the execution of this Agreement, the Company will distribute to its shareholders the information statement (the "Section 14(f) Statement") required by Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14f-1 promulgated pursuant thereto.
4. **Board Changes.** The following actions shall be effective immediately following the tenth (10th) day after the Company distributes to its shareholders the Section 14(f) Statement:
 - 4.1 The number of directors constituting the Board shall be increased to eight (8) in accordance with Section 3.2 of the Bylaws of the Company and one of the newly created vacancies shall be assigned to Class II and the other newly created vacancy shall be assigned to Class III in accordance with Article IX of the Company's Restated Articles of Incorporation.
 - 4.2 The resignations of Robert K. Bowen, Larry K. Deppe, Pauline Hughes Francis, and Eugene L. Hughes as members of the Board attached as Exhibits B-1 through B-4 and previously tendered to the Company shall become effective in accordance with their terms leaving Kristine F. Hughes as the sole remaining incumbent director assigned to Class III and creating four vacancies on the Board in addition to the fifth vacancy previously created by

Franz Cristiani's prior resignation as a director effective March 1, 2007 and the sixth and seventh vacancies created by the increase in the size of the Board of directors as described in Section 4.1.

4.3 Each of the seven persons identified on Exhibit C as an "Appointee" (collectively, the "Appointees") shall be appointed, pursuant to Section 3.10 of the Bylaws of the Company and Section 16-10a-810(1)(c) of the URBCA, to fill the seven vacancies on the Board and serve as directors until the next shareholders' meeting at which directors are elected and until their respective successors shall be duly elected and qualified, unless they resign, are removed or are otherwise disqualified

from serving as a director of the Company, and each such Appointee shall serve in the class set forth next to his or her name on Exhibit C.

5. **Annual Meetings of the Shareholders.** The Company shall use commercially reasonable efforts to hold an annual meeting of the shareholders no later than December 31, 2009 unless otherwise agreed by the then serving Board of Directors (the "Next Annual Meeting").

6. **Voting Agreement.**

6.1 The Shareholder and the Hughes Parties agree that from the date of this Agreement and until immediately following the Next Annual Meeting or any adjournment or postponement thereof or December 31, 2009, whichever is earlier (the "Voting Agreement Termination Date"), at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company, if any, the Shareholder and the Hughes Parties will take such actions as are necessary to effect the intent of this Agreement, including but not limited to the following:

6.1.1 Vote all of the Voting Shares in favor of the Director nominees recommended to the shareholders by the Board, which Director nominees shall be the individuals listed in Exhibit C for the terms listed in Exhibit C (unless they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

6.1.2 Appear, or cause the holder of record of any Voting Shares on any applicable record date to appear at such meeting or otherwise cause the Voting Shares to be counted as present for purposes of establishing a quorum; and

6.1.3 None of the Shareholder or the Hughes Parties shall take any position, make any statement or take any action inconsistent with the foregoing.

6.2 In order to secure the performance of the Shareholder's and the Hughes Parties' obligations under this Agreement, each such party hereby irrevocably grants a proxy appointing Kristine F. Hughes and Pauline Hughes Francis each as such party's attorney-in-fact and proxy, with full power of substitution, for and in its name, place and stead, to vote, express consent or dissent, or otherwise to utilize such party's Voting Shares solely to vote for the Directors or nominees listed on Exhibit C at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof prior to the Voting Agreement Termination Date, in each case in a manner consistent with Section 6.1. Each of the Shareholder and the Hughes Parties hereby represents and warrants that any proxies heretofore

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given in respect of the Voting Shares are not irrevocable and that any such proxies are hereby revoked. Each such party hereby affirms that THE PROXY AND POWER OF ATTORNEY SET FORTH IN THIS AGREEMENT IS IRREVOCABLE AND COUPLED WITH AN INTEREST and shall expire on the Voting Agreement Termination Date.

7. **Dismissal of Civil Action.** The Shareholder concurrently with the execution of this Agreement has directed its attorney of record in the Civil Action to file with the court a notice of dismissal pursuant to Utah R. Civ. P. 41(a)(1) dismissing all claims in the Civil Action without prejudice in the form attached hereto as Exhibit D.

8. **Standstill.** From and after the Effective Date until the Voting Agreement Termination Date, the Shareholder and the Hughes Parties and their respective agents, employees, officers, directors, managers, control persons, representatives, successors, assigns, parent corporations, subsidiaries, Affiliates and all other persons acting in concert with or under the control or direction of any of the Shareholder or the Hughes Parties shall not, directly or indirectly, in any manner without the prior consent of the Company:

8.1 advise, encourage, support or influence any person with respect to the voting or disposition of any shares of the company contrary to the terms of this Agreement;

8.2 grant a proxy with respect to the voting of the shares of the Company to any person other than as to matters not contemplated in the proxy set forth in Section 6.2;

8.3 exercise any rights granted to the Shareholder pursuant to any of the Proxies;

8.4 deposit any shares of the Company in a voting trust or enter into any other arrangement or agreement with respect to the voting thereof other than as to matters not contemplated in the proxy set forth in Section 6.2;

8.5 take any action, alone or in concert with any other person, advise, finance, assist or participate in or encourage any person to take any action which is prohibited to be taken by such party pursuant to this Agreement, or make any investment in or enter into any arrangement with, any other person that engages, or offers or proposes to engage in any of the foregoing;

8.6 pursuant to the URBCA, directly or indirectly (or assist any other person or entity directly or indirectly), make a demand or seek a court order that the Company hold a special meeting of the shareholders, or in lieu thereof an annual meeting of the shareholders, for any purpose including without limitation the purpose of electing directors;

8.7 make, or cause to be made, any public statement or announcement that relates to and constitutes an ad hominem attack on, or relates to or otherwise disparages, the Company, its officers, directors, employees, or any person who has served as an officer, director or employee of the Company;

8.8 recommend or request or induce or attempt to induce any other person to take any of the foregoing actions, or seek to advise, encourage or influence any person with

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respect to the voting of (or the execution of a written consent in respect of) any shares of the Company, except in accordance with the terms of this Agreement;

8.9 propose any other slate of directors for election at the Next Annual Meeting other than the individuals listed on Exhibit C (unless they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

8.10 assign or sell, or offer to assign or sell, any Voting Shares in a private resale transaction or make a gift of any Voting Shares unless the recipient of such shares agrees to be bound by this Agreement in the same manner the Shareholder is bound hereto including without limitation the provisions of Sections 6, 8 and 12 of this Agreement;

8.11 disclose publicly or privately, in a manner that could reasonably be expected to become public, any intention, plan or arrangement inconsistent

with the foregoing; or

8.12 take any action challenging the validity or enforceability of this Agreement.

9. **Release.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the Shareholder and the Hughes Parties, acting for itself and its respective heirs, successors, assigns, parent corporations, subsidiaries and Affiliates, and each of them (the "Releasing Parties"), does hereby release and forever discharge the Shareholder, the Hughes Parties, the Company, its subsidiaries and, as applicable, each of their respective officers, directors, employees, agents, attorneys, consultants, Affiliates, successors and assigns (the "Releasees"), from and in respect of any and all claims and causes of action, whether based on any federal, state or foreign law or right of action, direct, indirect or representative in nature, foreseen or unforeseen, matured or unmatured, known or unknown, which all or any of the Releasing Parties had or may have against the Releasees, or any of them, of any kind, nature or type whatsoever, arising from or related to the Meeting Demand, the Inspection Demand, and the Civil Action, but not otherwise, up to the date of this Agreement, except that the foregoing release does not release any rights and duties under this Agreement or any claims the Releasing Parties may have for the breach of any provisions of this Agreement. The release provided for herein is binding, unconditional, and final.

10. **Representations and Warranties of the Shareholder.** The Shareholder represents and warrants to the Company that (a) it Beneficially Owns the number of Voting Shares as set forth in Recital A, and does not own, or have the right to acquire, any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Shareholder and the Proxies; (b) it has all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Shareholder, enforceable in accordance with its terms; and (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Shareholder of this Agreement.

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11. **Representations and Warranties of the Company and the Hughes Parties.** The Company and the Hughes Parties severally hereby represent and warrant to the Shareholder that (a) the Hughes Parties Beneficially Own an aggregate of 3,187,623 Voting Shares, and do not own, or have the right to acquire, any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Hughes Parties; (b) they have all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Company and the Hughes Parties, enforceable in accordance with its terms; (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Company or the Hughes Parties of this Agreement.

12. **Additional Covenants.** Until the Voting Termination Date, the Company shall and the Shareholder and the Hughes Parties shall cause the Company to:

12.1 propose to be elected at the Next Annual Meeting all directors identified on Exhibit C, except to the extent any such director prior thereto shall have resigned, been removed as a director or otherwise shall have refused to stand for election at the Next Annual Meeting;

12.2 take all reasonable actions necessary to cause the terms of the directors assigned to Class I, Class II and Class III as specified on Exhibit C to terminate only as also specified on Exhibit C; and

12.3 refrain from increasing or decreasing the size of the Board from eight members.

13. **Miscellaneous Provisions.** The following provisions are also an integral part of this Agreement:

13.1 **Public Disclosures.** On or before the date upon which the Company shall be required to file with the SEC a Current Report on Form 8-K with respect to this Agreement and the Company actions contemplated herein, the Company shall issue a press release in a form provided to the Hughes Parties and the Shareholder prior to such issuance. Except as set forth in this Agreement, none of the Company, the Shareholder or the Hughes Parties shall make any public announcement or statement concerning this Agreement or public comment on this Agreement; provided, however, that any party may make such announcement, statement or comment concerning this Agreement as is required by law, including, without limitation, any filing required by applicable rules or regulations of the SEC, or the rules of any stock exchange; provided, further, that the Company may respond to shareholder, analyst and media inquiries regarding the terms of the Agreement. The Company shall disclose this Agreement in a Current Report on Form 8-K filed with the SEC in the time period required by applicable law and file this Agreement as an Exhibit to such Form 8-K.

13.2 **Successors and Assigns.** This Agreement shall bind and benefit the parties' respective heirs, successors, assigns, affiliates, officers, directors, agents, servants, employees and attorneys. No party shall assign this Agreement or any rights or obligations

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hereunder without, with respect to the Shareholder, the prior written consent of the Company, and with respect to the Company and the Hughes Parties, the prior written consent of the Shareholder.

13.3 **No Assignment of Claims.** The parties represent that they have not assigned or otherwise transferred any interests, rights, causes of action, or claims they have, may have, or could have had against one another, including without limitation, those claims arising out of, concerning, or relating to the Civil Action.

13.4 **Captions; Interpretation.** The captions used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms of this Agreement or its intent. As the context requires, the singular shall include the plural, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.

13.5 **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A facsimile transmittal bearing a photocopied signature shall be deemed an original.

13.6 **Severability.** The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.

13.7 **Waiver of Breach.** Any waiver by any party of any breach of any kind by the other, whether direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

13.8 **No Concession of Liability.** This Agreement shall not in any event constitute, be construed or deemed a concession or admission of any liability or wrongdoing of any of the parties.

13.9 **Entire Agreement; Amendment.** With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement among the parties, and it may not be altered, modified or amended except by written agreement signed by the Company and the Shareholder. With respect to the subject matter of this Agreement, and except as expressly provided in the Agreement, all prior and contemporaneous agreements, arrangements and understandings among the parties are hereby superseded and rescinded.

13.10 *Governing Law; Venue.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought exclusively in any state or federal court of competent jurisdiction in the State of Utah, the parties expressly consenting to jurisdiction and venue in such courts.

13.11 *Attorney Fees.* If any party shall breach its obligations under this Agreement, the party not in breach shall be entitled to recover its costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and

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regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, insolvency proceeding, or arbitration proceeding).

13.12 *Cumulative Remedies; Specific Performance.* The rights and remedies of the parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein. The parties acknowledge that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that legal remedies alone for breach of this Agreement may be inadequate. The parties further acknowledge that any party by whom this Agreement is enforceable shall be entitled to institute and prosecute proceedings, either at law or in equity, to seek specific performance of the terms and conditions of this Agreement, to obtain injunctive relief, or to obtain any other appropriate relief or remedy. Any requirements for securing or posting of any bond in connection with such remedies are hereby waived.

13.13 *Notice.* Any notice or other communication required or permitted by this Agreement shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) two business days after such notice shall be faxed to the party at the fax number stated below (or such other number as the party shall provide in writing) or deposited in the United States mail, postage prepaid and certified (return receipt requested) and addressed to the party at the address set forth below (or such other address as the party shall provide in writing):

If to the Company, at the following addresses:

Jamon A. Jarvis
General Counsel, Chief Compliance Officer
NATURE'S SUNSHINE PRODUCTS, INC.
75 East 1700 South
Provo, Utah 84606
Fax: 801.342.4555

Nolan S. Taylor
DORSEY & WHITNEY LLP
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101
Fax: 801.933.7373

If to the Shareholder, at the following addresses:

Phil Frohlich
PRESCOTT GROUP AGGRESSIVE SMALL CAP MASTER FUND, G.P.
1924 South Utica Avenue, #1120
Tulsa, Oklahoma 74104
Fax: 918.742.7303

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Richard C. Taggart
KRUSE LANDA MAYCOCK & RICKS, LLC
136 East South Temple, Suite 2100
Salt Lake City, Utah 84111
Fax: 801.531.7091

If to the Hughes Parties, at the following addresses:

Pauline Hughes Francis
P.O. Box 1007
Salem, UT 84653
Fax: 801.423.3130

Eugene L. Hughes
P.O. Box 51755
Provo, UT 84605

Kristine F. Hughes
P.O. Box 51755
Provo, UT 84605

13.14 *Mutual Participation in Document Preparation.* Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

13.15 *Counsel Review.* The parties severally acknowledge that prior to executing this Agreement, they have either reviewed this Agreement with their legal counsel, or have had the opportunity to review this Agreement with legal counsel of their choice and have elected to forego counsel review.

13.16 *No Third-Party Beneficiary Interests.* Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and the persons or entities who are referred to herein (including without limitation in Section 9); and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

13.17 *Warranty of Authorization.* Each individual executing this Agreement in a representative capacity warrants that he/she has complete and unrestricted authority to execute this Agreement and to bind the party for which such individual purports to act.

13.18 *Further Acts.* Upon reasonable request, the respective parties shall perform such further acts and shall execute and deliver such additional documents and instruments as shall be necessary or desirable to carry out the intent of this Agreement or to induce compliance with this Agreement.

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13.19 *Survival of Representations.* All of the representations, warranties, covenants, and releases of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement.

[Signature pages follow.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____
Its: _____

Kristine F. Hughes

Eugene L. Hughes

Pauline Hughes Francis

PRESCOTT GROUP AGGRESSIVE SMALL CAP MASTER FUND, G.P.

By: PRESCOTT GROUP AGGRESSIVE SMALL CAP, L.P., AND PRESCOTT
GROUP AGGRESSIVE SMALL CAP II, L.P.
Its: General Partners

By: PRESCOTT GROUP CAPITAL MANAGEMENT, L.L.C.
Their: General Partner

By: _____
Phil Frohlich
Its: Manager

EXHIBIT A

Proxies Granted to Shareholders

Shareholder Name	Number of Shares Subject to Proxy
Prism Partners, L.P.; Prism Offshore Fund, Ltd.; Prism Capital Management, Inc.; and Delta Partners, LLC	1,785,473
Paradigm Capital Management, Inc.	1,573,737
Wynnefield Partners Small Cap Value, L.P.	359,720
Wynnefield Partners Small Cap Value, L.P. I	550,782
Wynnefield Small Cap Value Offshore Fund, Ltd.	342,500
Channel Partnership II, L.P.	30,000
Red Mountain Capital Partners II, L.P.	755,050
Red Mountain Capital Partners III, L.P.	562,424
Lake Street Fund L.P.	191,989
TOTAL	6,151,675

EXHIBITS B-1 to B-4

Director Resignations

EXHIBIT C

Board Members

Status	Name	Class	Term Expiry
Appointee	Jeffrey D. Watkins	Class I	2010
Appointee	Willem Mesdag	Class I	2010
Appointee	Michael D. Dean	Class II	2011
Appointee	Douglas Faggioli	Class II	2011
Appointee	Candace King Weir	Class II	2011
Incumbent	Kristine F. Hughes	Class III	2012
Appointee	Pauline Hughes Francis	Class III	2012
Appointee	Albert Ricker Dowden	Class III	2012

EXHIBIT D

Notice of Dismissal

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is made and executed as of the 22nd day of May, 2009 (the "Effective Date"), by, between and among Nature's Sunshine Products, Inc., a Utah corporation organized under the Utah Revised Business Corporation Act ("URBCA") (the "Company"); Red Mountain Capital Partners II, L.P., a Delaware limited partnership (the "Shareholder"); Kristine F. Hughes, Pauline Hughes Francis and Eugene L. Hughes (collectively, the "Hughes Parties").

RECITALS

A. As of the date of this Agreement, the Shareholder Beneficially Owns 755,050 shares of common stock of the Company, representing approximately 4.9% of the issued and outstanding common stock of the Company.

B. The Company and the Shareholder have agreed that, among other things, if the Company's Board of Directors (the "Board") is reconstituted as set forth herein, the Shareholder will vote its shares for the election of the members of the reconstituted Board in the next annual meeting of the Company's shareholders. The parties desire to memorialize their arrangement in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Certain Definitions.** For purposes of this Agreement:

1.1 "Affiliate" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act.

1.2 "Beneficial Owner," "Beneficial Ownership" and "Beneficially Own" have the same meaning as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act.

1.3 "SEC" means the Securities and Exchange Commission.

1.4 "Voting Shares" means (i) all equity securities of the Company Beneficially Owned by the Shareholder or the Hughes Parties, respectively, as of the date of this Agreement less any such shares disposed of by the Shareholder or the Hughes Parties, respectively, after the Effective Date in compliance with Section 6.9 and (ii) all additional equity securities of the Company of which the Shareholder or the Hughes Parties may acquire Beneficial Ownership during the period from the date of this Agreement through the Voting Agreement Termination Date.

2. **Distribution of Section 14(f) Statement.** Within three (3) business days following the execution of this Agreement, the Company will distribute to its shareholders the information statement (the "Section 14(f) Statement") required by Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14f-1 promulgated pursuant thereto.

3. **Board Changes.** The following actions shall be effective immediately following the tenth (10th) day after the Company distributes to its shareholders the Section 14(f) Statement:

3.1 The number of directors constituting the Board shall be increased to eight (8) in accordance with Section 3.2 of the Bylaws of the Company and one of the newly created vacancies shall be assigned to Class II and the other newly created vacancy shall be assigned to Class III in accordance with Article IX of the Company's Restated Articles of Incorporation.

3.2 The resignations of Robert K. Bowen, Larry K. Deppe, Pauline Hughes Francis, and Eugene L. Hughes as members of the Board attached as Exhibits A-1 through A-4 and previously tendered to the Company shall become effective in accordance with their terms leaving Kristine F. Hughes as the sole remaining incumbent director assigned to Class III and creating four vacancies on the Board in addition to the fifth vacancy previously created by Franz Cristiani's prior resignation as a director effective March 1, 2007 and the sixth and seventh vacancies created by the increase in the size of the Board of directors as described in Section 3.1.

3.3 Each of the seven persons identified on Exhibit B as an "Appointee" (collectively, the "Appointees") shall be appointed, pursuant to Section 3.10 of the Bylaws of the Company and Section 16-10a-810(1)(c) of the URBCA, to fill the seven vacancies on the Board and serve as directors until the next shareholders' meeting at which directors are elected and until their respective successors shall be duly elected and qualified, unless they resign, are removed or are otherwise disqualified from serving as a director of the Company, and each such Appointee shall serve in the class set forth next to his or her name on Exhibit B.

4. **Annual Meetings of the Shareholders.** The Company shall use commercially reasonable efforts to hold an annual meeting of the shareholders no later than December 31, 2009 unless otherwise agreed by the then serving Board of Directors (the "Next Annual Meeting").

5. **Voting Agreement.**

5.1 The Shareholder and the Hughes Parties agree that from the date of this Agreement and until immediately following the Next Annual Meeting or any adjournment or postponement thereof or December 31, 2009, whichever is earlier (the "Voting Agreement Termination Date"), at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company, if any, the Shareholder and the Hughes Parties will take such actions as are necessary to effect the intent of this Agreement, including but not limited to the following:

5.1.1 Vote all of the Voting Shares in favor of the Director nominees recommended to the shareholders by the Board, which Director nominees shall be

the individuals listed in Exhibit B for the terms listed in Exhibit B (unless they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

5.1.2 Appear, or cause the holder of record of any Voting Shares on any applicable record date to appear at such meeting or otherwise cause the Voting Shares to be counted as present for purposes of establishing a quorum; and

5.1.3 None of the Shareholder or the Hughes Parties shall take any position, make any statement or take any action inconsistent with the foregoing.

5.2 In order to secure the performance of the Shareholder's and the Hughes Parties' obligations under this Agreement, each such party hereby irrevocably grants a proxy appointing Kristine F. Hughes and Pauline Hughes Francis each as such party's attorney-in-fact and proxy, with full power of substitution, for and in its name, place and stead, to vote, express consent or dissent, or otherwise to utilize such party's Voting Shares solely to vote for the Directors or nominees listed on Exhibit B at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof prior to the Voting Agreement Termination Date, in each case in a manner consistent in all material respects with Section 5.1. Each of the Shareholder and the Hughes Parties hereby represents and warrants that any proxies heretofore given in respect of the Voting Shares are not irrevocable and that any such proxies are hereby revoked including, without limitation, any proxy granted by the Shareholder to Prescott Group Aggressive Small Cap Master Fund, G.P., Phil Frolich or Duminda DeSilva, or any of their Affiliates. Each such party hereby affirms that THE PROXY AND POWER OF ATTORNEY SET FORTH IN THIS AGREEMENT IS IRREVOCABLE AND COUPLED WITH AN INTEREST and shall expire on the Voting Agreement Termination Date.

6. **Standstill.** From and after the Effective Date until the Voting Agreement Termination Date, the Shareholder and the Hughes Parties and their respective agents, employees, officers, directors, managers, control persons, representatives, successors, assigns, parent corporations, subsidiaries, Affiliates and all other persons acting in concert with or under the control or direction of any of the Shareholder or the Hughes Parties shall not, directly or indirectly, in any manner without the prior consent of the Company:

6.1 advise, encourage, support or influence any person with respect to the voting or disposition of any shares of the company contrary to the terms of this Agreement;

6.2 grant a proxy with respect to the voting of the shares of the Company to any person other than as to matters not contemplated in the proxy set forth in Section 5.2;

6.3 deposit any shares of the Company in a voting trust or enter into any other arrangement or agreement with respect to the voting thereof other than as to matters not contemplated in the proxy set forth in Section 5.2;

6.4 take any action, alone or in concert with any other person, advise, finance, assist or participate in or encourage any person to take any action which is prohibited to be taken by such party pursuant to this Agreement, or make any investment in or enter into any

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arrangement with, any other person that engages, or offers or proposes to engage in any of the foregoing:

6.5 pursuant to the URBCA, directly or indirectly (or assist any other person or entity directly or indirectly), make a demand or seek a court order that the Company hold a special meeting of the shareholders, or in lieu thereof an annual meeting of the shareholders, for any purpose including without limitation the purpose of electing directors;

6.6 make or cause to be made, any public statement or announcement that relates to and constitutes an ad hominem attack on, or relates to or otherwise disparages, the Company, its officers, directors, employees, or any person who has served as an officer, director or employee of the Company;

6.7 recommend or request or induce or attempt to induce any other person to take any of the foregoing actions, or seek to advise, encourage or influence any person with respect to the voting of (or the execution of a written consent in respect of) any shares of the Company, except in accordance with the terms of this Agreement;

6.8 propose any other slate of directors for election at the Next Annual Meeting other than the individuals listed on Exhibit B (unless they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

6.9 assign or sell, or offer to assign or sell, any Voting Shares in a private resale transaction or make a gift of any Voting Shares unless the recipient of such shares agrees to be bound by this Agreement in the same manner the Shareholder is bound hereto including without limitation the provisions of Sections 5, 6 and 9 of this Agreement;

6.10 disclose publicly or privately, in a manner that could reasonably be expected to become public, any intention, plan or arrangement inconsistent with the foregoing; or

6.11 take any action challenging the validity or enforceability of this Agreement.

7. **Representations and Warranties of the Shareholder.** The Shareholder represents and warrants to the Company that (a) it Beneficially Owns the number of Voting Shares as set forth in Recital A, and does not own, or have the right to acquire, any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Shareholder; (b) it has all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Shareholder, enforceable in accordance with its terms; and (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Shareholder of this Agreement.

8. **Representations and Warranties of the Company and Hughes Parties** The Company and the Hughes Parties severally hereby represent and warrant to the Shareholder that (a) the Hughes Parties Beneficially Own an aggregate of 3,187,623 Voting Shares, and do

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not own or have the right to acquire any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Hughes Parties; (b) they have all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Company and the Hughes Parties, enforceable in accordance with its terms; and (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Company or the Hughes Parties of this Agreement.

9. **Additional Covenants.** Until the Voting Agreement Termination Date, the Company shall and the Shareholder and the Hughes Parties shall cause the Company to:

9.1 propose to be elected at the Next Annual Meeting all directors identified on Exhibit B, except to the extent any such director prior thereto shall have resigned, been removed as a director or otherwise shall have refused to stand for election at the Next Annual Meeting;

9.2 take all reasonable actions necessary to cause the terms of the directors assigned to Class I, Class II and Class III as specified on Exhibit B to terminate only as also specified on Exhibit B; and

9.3 refrain from increasing or decreasing the size of the Board from eight members.

10. **Miscellaneous Provisions.** The following provisions are also an integral part of this Agreement:

10.1 *Public Disclosures.* On or before the date upon which the Company shall be required to file with the SEC a Current Report on Form 8-K with respect to this Agreement and the Company actions contemplated herein, the Company shall issue a press release in a form provided to the Hughes Parties and the Shareholder prior to such issuance. Except as set forth in this Agreement, none of the Company, the Shareholder or the Hughes Parties shall make any public announcement or statement concerning this Agreement or public comment on this Agreement; provided, however, that any party may make such announcement, statement or comment concerning this Agreement as is required by law, including, without limitation, any filing required by applicable rules or regulations of the SEC, or the rules of any stock exchange; provided, further, that the Company may respond to shareholder, analyst and media inquiries regarding the terms of the Agreement. The Company shall disclose this Agreement in a Current Report on Form 8-K filed with the SEC in the time period required by applicable law and file this Agreement as an Exhibit to such Form 8-K.

10.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties' respective heirs, successors, assigns, affiliates, officers, directors, agents, servants, employees and attorneys. No party shall assign this Agreement or any rights or obligations hereunder without, with respect to the Shareholder, the prior written consent of the Company, and with respect to the Company and the Hughes Parties, the prior written consent of the Shareholder.

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10.3 *No Assignment of Claims.* The parties represent that they have not assigned or otherwise transferred any interests, rights, causes of action, or claims they have, may have, or could have had against one another.

10.4 *Captions; Interpretation.* The captions used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms of this Agreement or its intent. As the context requires, the singular shall include the plural, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.

10.5 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A facsimile transmittal bearing a photocopied signature shall be deemed an original.

10.6 *Severability.* The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.

10.7 *Waiver of Breach.* Any waiver by any party of any breach of any kind by the other, whether direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

10.8 *No Concession of Liability.* This Agreement shall not in any event constitute, be construed or deemed a concession or admission of any liability or wrongdoing of any of the parties.

10.9 *Entire Agreement; Amendment.* With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement among the parties, and it may not be altered, modified or amended except by written agreement signed by the Company and the Shareholder. With respect to the subject matter of this Agreement, and except as expressly provided in the Agreement, all prior and contemporaneous agreements, arrangements and understandings among the parties are hereby superseded and rescinded.

10.10 *Governing Law; Venue.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought exclusively in any state or federal court of competent jurisdiction in the State of Utah, the parties expressly consenting to jurisdiction and venue in such courts.

10.11 *Costs.* Each party shall bear its own costs and expenses in connection with the negotiation, execution and performance of this Agreement or the events or actions referred to herein.

10.12 *Attorney Fees.* If any party shall breach its obligations under this Agreement, the party not in breach shall be entitled to recover its costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and

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regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, insolvency proceeding, or arbitration proceeding).

10.13 *Cumulative Remedies; Specific Performance.* The rights and remedies of the parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein. The parties acknowledge that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that legal remedies alone for breach of this Agreement may be inadequate. The parties further acknowledge that any party by whom this Agreement is enforceable shall be entitled to institute and prosecute proceedings, either at law or in equity, to seek specific performance of the terms and conditions of this Agreement, to obtain injunctive relief, or to obtain any other appropriate relief or remedy. Any requirements for securing or posting of any bond in connection with such remedies are hereby waived.

10.14 *Notice.* Any notice or other communication required or permitted by this Agreement shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) two business days after such notice shall be faxed to the party at the fax number stated below (or such other number as the party shall provide in writing) or deposited in the United States mail, postage prepaid and certified (return receipt requested) and addressed to the party at the address set forth below (or such other address as the party shall provide in writing):

If to the Company, at the following addresses:

Jamon A. Jarvis
General Counsel, Chief Compliance Officer
NATURE'S SUNSHINE PRODUCTS, INC.
75 East 1700 South
Provo, Utah 84606
Fax: 801.342.4555

Nolan S. Taylor
DORSEY & WHITNEY LLP
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101
Fax: 801.933.7373

If to the Shareholder, at the following addresses:

Steven D. Durbin
RED MOUNTAIN CAPITAL PARTNERS II, L.P.
10100 Santa Monica Blvd., Suite 925
Los Angeles, CA 90067
Fax: 310.432.0201

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David C. Lee
MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071
Fax: 213.593.2885

If to the Hughes Parties, at the following addresses:

Pauline Hughes Francis
P.O. Box 1007
Salem, UT 84653
Fax: 801.423.3130

Eugene L. Hughes
P.O. Box 51755
Provo, UT 84605

Kristine F. Hughes
P.O. Box 51755
Provo, UT 84605

10.15 *Mutual Participation in Document Preparation.* Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

10.16 *Counsel Review.* The parties severally acknowledge that prior to executing this Agreement, they have either reviewed this Agreement with their legal counsel, or have had the opportunity to review this Agreement with legal counsel of their choice and have elected to forego counsel review.

10.17 *No Third-Party Beneficiary Interests.* Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and the persons or entities who are referred to herein; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

10.18 *Warranty of Authorization.* Each individual executing this Agreement in a representative capacity warrants that he/she has complete and unrestricted authority to execute this Agreement and to bind the party for which such individual purports to act.

10.19 *Further Acts.* Upon reasonable request, the respective parties shall perform such further acts and shall execute and deliver such additional documents and instruments as shall be necessary or desirable to carry out the intent of this Agreement or to induce compliance with this Agreement.

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10.20 *Survival of Representations.* All of the representations, warranties, covenants, and releases of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement.

[Signature pages follow.]

9

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____
Its: _____

Kristine F. Hughes

Eugene L. Hughes

Pauline Hughes Francis

RED MOUNTAIN CAPITAL PARTNERS II, L.P.

By: _____
Willem T. Mesdag
Its: Partner

EXHIBITS A-1 to A-4

Director Resignations

EXHIBIT B

Board Members

Status	Name	Class	Term Expiry
Appointee	Jeffrey D. Watkins	Class I	2010
Appointee	Willem Mesdag	Class I	2010
Appointee	Michael D. Dean	Class II	2011
Appointee	Douglas Faggioli	Class II	2011
Appointee	Candace King Weir	Class II	2011
Incumbent	Kristine F. Hughes	Class III	2012
Appointee	Pauline Hughes Francis	Class III	2012
Appointee	Albert Ricker Dowden	Class III	2012

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is made and executed as of the 22nd day of May, 2009 (the "Effective Date"), by, between and among Nature's Sunshine Products, Inc., a Utah corporation organized under the Utah Revised Business Corporation Act ("URBCA") (the "Company"); Red Mountain Capital Partners III, L.P., a Delaware limited partnership (the "Shareholder"); Kristine F. Hughes, Pauline Hughes Francis and Eugene L. Hughes (collectively, the "Hughes Parties").

RECITALS

A. As of the date of this Agreement, the Shareholder Beneficially Owns 562,424 shares of common stock of the Company, representing approximately 3.6% of the issued and outstanding common stock of the Company.

B. The Company and the Shareholder have agreed that, among other things, if the Company's Board of Directors (the "Board") is reconstituted as set forth herein, the Shareholder will vote its shares for the election of the members of the reconstituted Board in the next annual meeting of the Company's shareholders. The parties desire to memorialize their arrangement in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Certain Definitions.** For purposes of this Agreement:

1.1 "Affiliate" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act.

1.2 "Beneficial Owner," "Beneficial Ownership" and "Beneficially Own" have the same meaning as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act.

1.3 "SEC" means the Securities and Exchange Commission.

1.4 "Voting Shares" means (i) all equity securities of the Company Beneficially Owned by the Shareholder or the Hughes Parties, respectively, as of the date of this Agreement less any such shares disposed of by the Shareholder or the Hughes Parties, respectively, after the Effective Date in compliance with Section 6.9 and (ii) all additional equity securities of the Company of which the Shareholder or the Hughes Parties may acquire Beneficial Ownership during the period from the date of this Agreement through the Voting Agreement Termination Date.

2. **Distribution of Section 14(f) Statement.** Within three (3) business days following the execution of this Agreement, the Company will distribute to its shareholders the information statement (the "Section 14(f) Statement") required by Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14f-1 promulgated pursuant thereto.

3. **Board Changes.** The following actions shall be effective immediately following the tenth (10th) day after the Company distributes to its shareholders the Section 14(f) Statement:

3.1 The number of directors constituting the Board shall be increased to eight (8) in accordance with Section 3.2 of the Bylaws of the Company and one of the newly created vacancies shall be assigned to Class II and the other newly created vacancy shall be assigned to Class III in accordance with Article IX of the Company's Restated Articles of Incorporation.

3.2 The resignations of Robert K. Bowen, Larry K. Deppe, Pauline Hughes Francis, and Eugene L. Hughes as members of the Board attached as Exhibits A-1 through A-4 and previously tendered to the Company shall become effective in accordance with their terms leaving Kristine F. Hughes as the sole remaining incumbent director assigned to Class III and creating four vacancies on the Board in addition to the fifth vacancy previously created by Franz Cristiani's prior resignation as a director effective March 1, 2007 and the sixth and seventh vacancies created by the increase in the size of the Board of directors as described in Section 3.1.

3.3 Each of the seven persons identified on Exhibit B as an "Appointee" (collectively, the "Appointees") shall be appointed, pursuant to Section 3.10 of the Bylaws of the Company and Section 16-10a-810(1)(c) of the URBCA, to fill the seven vacancies on the Board and serve as directors until the next shareholders' meeting at which directors are elected and until their respective successors shall be duly elected and qualified, unless they resign, are removed or are otherwise disqualified from serving as a director of the Company, and each such Appointee shall serve in the class set forth next to his or her name on Exhibit B.

4. **Annual Meetings of the Shareholders.** The Company shall use commercially reasonable efforts to hold an annual meeting of the shareholders no later than December 31, 2009 unless otherwise agreed by the then serving Board of Directors (the "Next Annual Meeting").

5. **Voting Agreement.**

5.1 The Shareholder and the Hughes Parties agree that from the date of this Agreement and until immediately following the Next Annual Meeting or any adjournment or postponement thereof or December 31, 2009, whichever is earlier (the "Voting Agreement Termination Date"), at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company, if any, the Shareholder and the Hughes Parties will take such actions as are necessary to effect the intent of this Agreement, including but not limited to the following:

5.1.1 Vote all of the Voting Shares in favor of the Director nominees recommended to the shareholders by the Board, which Director nominees shall be

the individuals listed in Exhibit B for the terms listed in Exhibit B (unless they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

5.1.2 Appear, or cause the holder of record of any Voting Shares on any applicable record date to appear at such meeting or otherwise cause the Voting Shares to be counted as present for purposes of establishing a quorum; and

5.1.3 None of the Shareholder or the Hughes Parties shall take any position, make any statement or take any action inconsistent with the foregoing.

5.2 In order to secure the performance of the Shareholder's and the Hughes Parties' obligations under this Agreement, each such party hereby irrevocably grants a proxy appointing Kristine F. Hughes and Pauline Hughes Francis each as such party's attorney-in-fact and proxy, with full power of substitution, for and in its name, place and stead, to vote, express consent or dissent, or otherwise to utilize such party's Voting Shares solely to vote for the Directors or nominees listed on Exhibit B at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof prior to the Voting Agreement Termination Date, in each case in a manner consistent with Section 5.1. Each of the Shareholder and the Hughes Parties hereby represents and warrants that any proxies heretofore given in respect of the Voting Shares are not irrevocable and that any such proxies are hereby revoked including, without limitation, any proxy granted by the Shareholder to Prescott Group Aggressive Small Cap Master Fund, G.P., Phil Frolich or Duminda DeSilva, or any of their Affiliates. Each such party hereby affirms that THE PROXY AND POWER OF ATTORNEY SET FORTH IN THIS AGREEMENT IS IRREVOCABLE AND COUPLED WITH AN INTEREST and shall expire on the Voting Agreement Termination Date.

6. **Standstill.** From and after the Effective Date until the Voting Agreement Termination Date, the Shareholder and the Hughes Parties and their respective agents, employees, officers, directors, managers, control persons, representatives, successors, assigns, parent corporations, subsidiaries, Affiliates and all other persons acting in concert with or under the control or direction of any of the Shareholder or the Hughes Parties shall not, directly or indirectly, in any manner without the prior consent of the Company:

6.1 advise, encourage, support or influence any person with respect to the voting or disposition of any shares of the company contrary to the terms of this Agreement;

6.2 grant a proxy with respect to the voting of the shares of the Company to any person other than as to matters not contemplated in the proxy set forth in Section 5.2;

6.3 deposit any shares of the Company in a voting trust or enter into any other arrangement or agreement with respect to the voting thereof other than as to matters not contemplated in the proxy set forth in Section 5.2;

6.4 take any action, alone or in concert with any other person, advise, finance, assist or participate in or encourage any person to take any action which is prohibited to be taken by such party pursuant to this Agreement, or make any investment in or enter into any

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arrangement with, any other person that engages, or offers or proposes to engage in any of the foregoing:

6.5 pursuant to the URBCA, directly or indirectly (or assist any other person or entity directly or indirectly), make a demand or seek a court order that the Company hold a special meeting of the shareholders, or in lieu thereof an annual meeting of the shareholders, for any purpose including without limitation the purpose of electing directors;

6.6 make or cause to be made, any public statement or announcement that relates to and constitutes an ad hominem attack on, or relates to or otherwise disparages, the Company, its officers, directors, employees, or any person who has served as an officer, director or employee of the Company;

6.7 recommend or request or induce or attempt to induce any other person to take any of the foregoing actions, or seek to advise, encourage or influence any person with respect to the voting of (or the execution of a written consent in respect of) any shares of the Company, except in accordance with the terms of this Agreement;

6.8 propose any other slate of directors for election at the Next Annual Meeting other than the individuals listed on Exhibit B (unless they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

6.9 assign or sell, or offer to assign or sell, any Voting Shares in a private resale transaction or make a gift of any Voting Shares unless the recipient of such shares agrees to be bound by this Agreement in the same manner the Shareholder is bound hereto including without limitation the provisions of Sections 5, 6 and 9 of this Agreement;

6.10 disclose publicly or privately, in a manner that could reasonably be expected to become public, any intention, plan or arrangement inconsistent with the foregoing; or

6.11 take any action challenging the validity or enforceability of this Agreement.

7. **Representations and Warranties of the Shareholder.** The Shareholder represents and warrants to the Company that (a) it Beneficially Owns the number of Voting Shares as set forth in Recital A, and does not own, or have the right to acquire, any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Shareholder; (b) it has all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Shareholder, enforceable in accordance with its terms; and (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Shareholder of this Agreement.

8. **Representations and Warranties of the Company and Hughes Parties** The Company and the Hughes Parties severally hereby represent and warrant to the Shareholder that (a) the Hughes Parties Beneficially Own an aggregate of 3,187,623 Voting Shares, and do

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not own or have the right to acquire any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Hughes Parties; (b) they have all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Company and the Hughes Parties, enforceable in accordance with its terms; and (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Company or the Hughes Parties of this Agreement.

9. **Additional Covenants.** Until the Voting Agreement Termination Date, the Company shall and the Shareholder and the Hughes Parties shall cause the Company to:

9.1 propose to be elected at the Next Annual Meeting all directors identified on Exhibit B, except to the extent any such director prior thereto shall have resigned, been removed as a director or otherwise shall have refused to stand for election at the Next Annual Meeting;

9.2 take all reasonable actions necessary to cause the terms of the directors assigned to Class I, Class II and Class III as specified on Exhibit B to terminate only as also specified on Exhibit B; and

9.3 refrain from increasing or decreasing the size of the Board from eight members.

10. **Miscellaneous Provisions.** The following provisions are also an integral part of this Agreement:

10.1 *Public Disclosures.* On or before the date upon which the Company shall be required to file with the SEC a Current Report on Form 8-K with respect to this Agreement and the Company actions contemplated herein, the Company shall issue a press release in a form provided to the Hughes Parties and the Shareholder prior to such issuance. Except as set forth in this Agreement, none of the Company, the Shareholder or the Hughes Parties shall make any public announcement or statement concerning this Agreement or public comment on this Agreement; provided, however, that any party may make such announcement, statement or comment concerning this Agreement as is required by law, including, without limitation, any filing required by applicable rules or regulations of the SEC, or the rules of any stock exchange; provided, further, that the Company may respond to shareholder, analyst and media inquiries regarding the terms of the Agreement. The Company shall disclose this Agreement in a Current Report on Form 8-K filed with the SEC in the time period required by applicable law and file this Agreement as an Exhibit to such Form 8-K.

10.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties' respective heirs, successors, assigns, affiliates, officers, directors, agents, servants, employees and attorneys. No party shall assign this Agreement or any rights or obligations hereunder without, with respect to the Shareholder, the prior written consent of the Company, and with respect to the Company and the Hughes Parties, the prior written consent of the Shareholder.

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10.3 *No Assignment of Claims.* The parties represent that they have not assigned or otherwise transferred any interests, rights, causes of action, or claims they have, may have, or could have had against one another.

10.4 *Captions; Interpretation.* The captions used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms of this Agreement or its intent. As the context requires, the singular shall include the plural, and vice versa; and the masculine shall include the feminine and neuter, and vice versa.

10.5 *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A facsimile transmittal bearing a photocopied signature shall be deemed an original.

10.6 *Severability.* The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.

10.7 *Waiver of Breach.* Any waiver by any party of any breach of any kind by the other, whether direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

10.8 *No Concession of Liability.* This Agreement shall not in any event constitute, be construed or deemed a concession or admission of any liability or wrongdoing of any of the parties.

10.9 *Entire Agreement; Amendment.* With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement among the parties, and it may not be altered, modified or amended except by written agreement signed by the Company and the Shareholder. With respect to the subject matter of this Agreement, and except as expressly provided in the Agreement, all prior and contemporaneous agreements, arrangements and understandings among the parties are hereby superseded and rescinded.

10.10 *Governing Law; Venue.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought exclusively in any state or federal court of competent jurisdiction in the State of Utah, the parties expressly consenting to jurisdiction and venue in such courts.

10.11 *Costs.* Each party shall bear its own costs and expenses in connection with the negotiation, execution and performance of this Agreement or the events or actions referred to herein.

10.12 *Attorney Fees.* If any party shall breach its obligations under this Agreement, the party not in breach shall be entitled to recover its costs, expenses and reasonable attorney fees from the breaching party, whether such sums be expended with or without suit and

6

regardless of the forum (including but not limited to recourse in connection with any bankruptcy case, insolvency proceeding, or arbitration proceeding).

10.13 *Cumulative Remedies; Specific Performance.* The rights and remedies of the parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein. The parties acknowledge that irreparable harm would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that legal remedies alone for breach of this Agreement may be inadequate. The parties further acknowledge that any party by whom this Agreement is enforceable shall be entitled to institute and prosecute proceedings, either at law or in equity, to seek specific performance of the terms and conditions of this Agreement, to obtain injunctive relief, or to obtain any other appropriate relief or remedy. Any requirements for securing or posting of any bond in connection with such remedies are hereby waived.

10.14 *Notice.* Any notice or other communication required or permitted by this Agreement shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) two business days after such notice shall be faxed to the party at the fax number stated below (or such other number as the party shall provide in writing) or deposited in the United States mail, postage prepaid and certified (return receipt requested) and addressed to the party at the address set forth below (or such other address as the party shall provide in writing):

If to the Company, at the following addresses:

Jamon A. Jarvis
General Counsel, Chief Compliance Officer
NATURE'S SUNSHINE PRODUCTS, INC.
75 East 1700 South
Provo, Utah 84606
Fax: 801.342.4555

Nolan S. Taylor
DORSEY & WHITNEY LLP
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101
Fax: 801.933.7373

If to the Shareholder, at the following addresses:

Steven D. Durbin
RED MOUNTAIN CAPITAL PARTNERS III, L.P.
10100 Santa Monica Blvd., Suite 925
Los Angeles, CA 90067
Fax: 310.432.0201

7

David C. Lee
MUNGER, TOLLES & OLSON LLP
355 South Grand Avenue, 35th Floor
Los Angeles, CA 90071
Fax: 213.593.2885

If to the Hughes Parties, at the following addresses:

Pauline Hughes Francis
P.O. Box 1007
Salem, UT 84653
Fax: 801.423.3130

Eugene L. Hughes
P.O. Box 51755
Provo, UT 84605

Kristine F. Hughes
P.O. Box 51755
Provo, UT 84605

10.15 *Mutual Participation in Document Preparation.* Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.

10.16 *Counsel Review.* The parties severally acknowledge that prior to executing this Agreement, they have either reviewed this Agreement with their legal counsel, or have had the opportunity to review this Agreement with legal counsel of their choice and have elected to forego counsel review.

10.17 *No Third-Party Beneficiary Interests.* Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and the persons or entities who are referred to herein; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

10.18 *Warranty of Authorization.* Each individual executing this Agreement in a representative capacity warrants that he/she has complete and unrestricted authority to execute this Agreement and to bind the party for which such individual purports to act.

10.19 *Further Acts.* Upon reasonable request, the respective parties shall perform such further acts and shall execute and deliver such additional documents and instruments as shall be necessary or desirable to carry out the intent of this Agreement or to induce compliance with this Agreement.

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10.20 *Survival of Representations.* All of the representations, warranties, covenants, and releases of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement.

[Signature pages follow.]

9

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____
Its: _____

Kristine F. Hughes

Eugene L. Hughes

Pauline Hughes Francis

RED MOUNTAIN CAPITAL PARTNERS III, L.P.

By: _____
Willem T. Mesdag
Its: Partner

EXHIBITS A-1 to A-4

Director Resignations

EXHIBIT B

Board Members

Status	Name	Class	Term Expiry
Appointee	Jeffrey D. Watkins	Class I	2010
Appointee	Willem Mesdag	Class I	2010
Appointee	Michael D. Dean	Class II	2011
Appointee	Douglas Faggioli	Class II	2011
Appointee	Candace King Weir	Class II	2011
Incumbent	Kristine F. Hughes	Class III	2012
Appointee	Pauline Hughes Francis	Class III	2012
Appointee	Albert Ricker Dowden	Class III	2012

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "Agreement") is made and executed as of the 22nd day of May, 2009 (the "Effective Date"), by, between and among Nature's Sunshine Products, Inc., a Utah corporation organized under the Utah Revised Business Corporation Act ("URBCA") (the "Company"); Paradigm Capital Management, Inc., a New York corporation (the "Shareholder"); Kristine F. Hughes, Pauline Hughes Francis and Eugene L. Hughes (collectively, the "Hughes Parties").

RECITALS

A. As of the date of this Agreement, the Shareholder Beneficially Owns 1,573,737 shares of common stock of the Company, representing approximately 10.2% of the issued and outstanding common stock of the Company.

B. The Company and the Shareholder have agreed that, among other things, if the Company's Board of Directors (the "Board") is reconstituted as set forth herein, the Shareholder will vote its shares for the election of the members of the reconstituted Board in the next annual meeting of the Company's shareholders. The parties desire to memorialize their arrangement in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Certain Definitions.** For purposes of this Agreement:

1.1 "Affiliate" has the meaning set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act.

1.2 "Beneficial Owner," "Beneficial Ownership" and "Beneficially Own" have the same meaning as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act.

1.3 "SEC" means the Securities and Exchange Commission.

1.4 "Voting Shares" means (i) all equity securities of the Company Beneficially Owned by the Shareholder or the Hughes Parties, respectively, as of the date of this Agreement less any such shares disposed of by the Shareholder or the Hughes Parties, respectively, after the Effective Date in compliance with Section 6.9 and (ii) all additional equity securities of the Company of which the Shareholder or the Hughes Parties may acquire Beneficial Ownership during the period from the date of this Agreement through the Voting Agreement Termination Date (hereinafter defined).

2. **Distribution of Section 14(f) Statement.** Within three (3) business days following the execution of this Agreement, the Company will distribute to its shareholders the information statement (the "Section 14(f) Statement") required by Section 14(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and Rule 14f-1 promulgated pursuant thereto.

3. **Board Changes.** The following actions shall be effective immediately following the tenth (10th) day after the Company distributes to its shareholders the Section 14(f) Statement:

3.1 The number of directors constituting the Board shall be increased to eight (8) in accordance with Section 3.2 of the Bylaws of the Company and one of the newly created vacancies shall be assigned to Class II and the other newly created vacancy shall be assigned to Class III in accordance with Article IX of the Company's Restated Articles of Incorporation.

3.2 The resignations of Robert K. Bowen, Larry K. Deppe, Pauline Hughes Francis, and Eugene L. Hughes as members of the Board attached as Exhibits A-1 through A-4 and previously tendered to the Company shall become effective in accordance with their terms leaving Kristine F. Hughes as the sole remaining incumbent director assigned to Class III and creating four vacancies on the Board in addition to the fifth vacancy previously created by Franz Cristiani's prior resignation as a director effective March 1, 2007 and the sixth and seventh vacancies created by the increase in the size of the Board of directors as described in Section 3.1.

3.3 Each of the seven persons identified on Exhibit B as an "Appointee" (collectively, the "Appointees") shall be appointed, pursuant to Section 3.10 of the Bylaws of the Company and Section 16-10a-810(1)(c) of the URBCA, to fill the seven vacancies on the Board and serve as directors until the next shareholders' meeting at which directors are elected and until their respective successors shall be duly elected and qualified, unless they resign, are removed or are otherwise disqualified from serving as a director of the Company, and each such Appointee shall serve in the class set forth next to his or her name on Exhibit B.

4. **Annual Meetings of the Shareholders.** The Company shall use commercially reasonable efforts to hold an annual meeting of the shareholders no later than December 31, 2009 unless otherwise agreed by the then serving Board of Directors (the "Next Annual Meeting").

5. **Voting Agreement.**

5.1 The Shareholder and the Hughes Parties agree that from the date of this Agreement and until immediately following the Next Annual Meeting or any adjournment or postponement thereof or December 31, 2009, whichever is earlier (the "Voting Agreement Termination Date"), at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company, if any, the Shareholder and the Hughes Parties will take the following actions to effect the intent of this Agreement:

5.1.1 Vote all of the Voting Shares in favor of the Director nominees listed in Exhibit B, in those classes and for the terms listed in Exhibit B (unless

they or any of them prior thereto shall have resigned or been removed as a director or otherwise shall have refused to stand for election);

5.1.2 Appear, or cause the holder of record of any Voting Shares on any applicable record date to appear at such meeting or otherwise cause the Voting Shares to be counted as present for purposes of establishing a quorum; and

5.1.3 None of the Shareholder or the Hughes Parties shall take any position, make any statement or take any action inconsistent with the foregoing.

5.2 In order to secure the performance of the Shareholder's and the Hughes Parties' obligations under this Agreement, each such party hereby irrevocably grants a proxy appointing Kristine F. Hughes and Pauline Hughes Francis each as such party's attorney-in-fact and proxy, with full power of substitution, for and in its name, place and stead, to vote, express consent or dissent, or otherwise to utilize such party's Voting Shares SOLELY to vote for those nominees and in those classes as are specified and listed on Exhibit B at the Next Annual Meeting or any other meeting of shareholders of the Company or any adjournment or postponement thereof prior to the Voting Agreement Termination Date, in each case in a manner consistent with Section 5.1. Each of the Shareholder and the Hughes Parties hereby represents and warrants that any proxies heretofore given in respect of the Voting Shares are not irrevocable and that any such proxies are hereby revoked including, without limitation, any proxy granted by the Shareholder to Prescott Group Aggressive Small Cap Master Fund, G.P., Phil Frolich or Duminda DeSilva, or any of their Affiliates. Each such party hereby affirms that THE PROXY AND POWER OF ATTORNEY SET FORTH IN THIS AGREEMENT IS IRREVOCABLE AND COUPLED WITH AN INTEREST and SHALL EXPIRE ON THE VOTING AGREEMENT TERMINATION DATE.

6. **Standstill.** From and after the Effective Date until the Voting Agreement Termination Date, the Shareholder and the Hughes Parties and their respective agents, employees, officers, directors, managers, control persons, representatives, successors, assigns, parent corporations, subsidiaries, Affiliates and all other persons acting in concert with or under the control or direction of any of the Shareholder or the Hughes Parties shall not, directly or indirectly, in any manner without the prior consent of the Company:

- 6.1 advise, encourage, support or influence any person with respect to the voting or disposition of any shares of the company contrary to the terms of this Agreement;
- 6.2 grant a proxy with respect to the voting of the shares of the Company to any person other than as to matters not contemplated in the proxy set forth in Section 5.2;
- 6.3 deposit any shares of the Company in a voting trust or enter into any other arrangement or agreement with respect to the voting thereof other than as to matters not contemplated in the proxy set forth in Section 5.2;
- 6.4 take any action, alone or in concert with any other person, advise, finance, assist or participate in or encourage any person to take any action which is prohibited to be taken by such party pursuant to this Agreement, or make any investment in or enter into any

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arrangement with, any other person that engages, or offers or proposes to engage in any of the foregoing;

6.5 pursuant to the URBCA, directly or indirectly (or assist any other person or entity directly or indirectly), make a demand or seek a court order that the Company hold a special meeting of the shareholders, or in lieu thereof an annual meeting of the shareholders, for any purpose including without limitation the purpose of electing directors;

6.6 make or cause to be made, any public statement or announcement that relates to and constitutes an ad hominem attack on, or relates to or otherwise disparages, the Company, its officers, directors, employees, or any person who has served as an officer, director or employee of the Company;

6.7 recommend or request or induce or attempt to induce any other person to take any of the foregoing actions, or seek to advise, encourage or influence any person with respect to the voting of (or the execution of a written consent in respect of) any shares of the Company, except in accordance with the terms of this Agreement;

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6.9 assign or sell, or offer to assign or sell, any Voting Shares in a private resale transaction or make a gift of any Voting Shares unless the recipient of such shares agrees to be bound by this Agreement in the same manner the Shareholder is bound hereto including without limitation the provisions of Sections 5, 6 and 9 of this Agreement;

6.10 disclose publicly or privately, in a manner that could reasonably be expected to become public, any intention, plan or arrangement inconsistent with the foregoing; or

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8. **Representations and Warranties of the Company and Hughes Parties.** The Company and the Hughes Parties severally hereby represent and warrant to the Shareholder that (a) the Hughes Parties Beneficially Own an aggregate of 3,187,623 Voting Shares, and do

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not own or have the right to acquire any economic or voting rights with respect to the Company's securities except with respect to the Voting Shares of the Hughes Parties; (b) they have all requisite power and authority to execute, deliver and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation of the Company and the Hughes Parties, enforceable in accordance with its terms; and (d) no consent, approval, waiver, authorization or filing, which has not already been obtained or is otherwise contemplated by this Agreement, is necessary for the execution, delivery and performance by the Company or the Hughes Parties of this Agreement.

9. **Additional Covenants.** Until the Voting Agreement Termination Date, the Company shall and the Shareholder and the Hughes Parties shall cause the Company to:

9.1 propose to be elected at the Next Annual Meeting all directors identified on Exhibit B, except to the extent any such director prior thereto shall have resigned, been removed as a director or otherwise shall have refused to stand for election at the Next Annual Meeting;

9.2 take all reasonable actions necessary to cause the terms of the directors assigned to Class I, Class II and Class III as specified on Exhibit B to

terminate only as also specified on Exhibit B; and

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Jamon A. Jarvis
General Counsel, Chief Compliance Officer
NATURE'S SUNSHINE PRODUCTS, INC.
75 East 1700 South
Provo, Utah 84606
Fax: 801.342.4555

Nolan S. Taylor

DORSEY & WHITNEY LLP
136 South Main Street, Suite 1000
Salt Lake City, Utah 84101
Fax: 801.933.7373

If to the Shareholder, at the following addresses:

Candace King Weir
Paradigm Capital Management, Inc.
9 Elk Street
Albany, New York 12207
Fax: 518-351-3550

7

David I. Ferber, Esq.
Ferber Chan Essner & Collier, LLP
530 Fifth Avenue, 23rd Floor
New York, New York 10036
Fax: 212-944-7630

If to the Hughes Parties, at the following addresses:

Pauline Hughes Francis
P.O. Box 1007
Salem, UT 84653
Fax: 801.423.3130

Eugene L. Hughes
P.O. Box 51755
Provo, UT 84605

Kristine F. Hughes
P.O. Box 51755
Provo, UT 84605

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[Signature pages follow.]

9

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____
Its: _____

Kristine F. Hughes

Eugene L. Hughes

Pauline Hughes Francis

PARADIGM CAPITAL MANAGEMENT, INC.

By: _____
Candace King Weir
Its: Chief Executive Officer

EXHIBITS A-1 to A-4

Director Resignations

EXHIBIT B

Board Members

Status	Name	Class	Term Expiry
Appointee	Jeffrey D. Watkins	Class I	2010
Appointee	Willem Mesdag	Class I	2010
Appointee	Michael D. Dean	Class II	2011
Appointee	Douglas Faggioli	Class II	2011
Appointee	Candace King Weir	Class II	2011
Incumbent	Kristine F. Hughes	Class III	2012
Appointee	Pauline Hughes Francis	Class III	2012
Appointee	Albert Ricker Dowden	Class III	2012

FOR IMMEDIATE RELEASE

**NATURE'S SUNSHINE PRODUCTS ANNOUNCES
AGREEMENTS RELATING TO THE
RESTRUCTURING OF ITS BOARD OF DIRECTORS**

PROVO, UTAH, May 28, 2009 — Nature's Sunshine Products, Inc. ("Nature's Sunshine" or the "Company"), a leading manufacturer and marketer of encapsulated herbs and vitamins, today announced that it has entered into agreements with several of its major shareholders relating to the restructuring of Nature's Sunshine's Board of Directors. Under these agreements (the "Voting Agreements"), the Nature's Sunshine Board will be expanded to eight directors, three of the current directors will retire from the Board, and six new directors will be added to the Board. The shareholder parties to the Voting Agreements have agreed to vote their shares in favor of the election of this slate of directors at the next annual meeting of shareholders, which is planned for 2009.

These changes to the Board of Directors follow a series of meetings among the existing directors and the Company's major shareholders. The current Board engaged in an extensive process of interviewing and evaluating the new Board members proposed by the shareholders and has unanimously endorsed their appointment to the Board, as well as the selection of the slate of directors to be proposed for election at the next annual meeting of shareholders. As part of its deliberations, the current Board also determined that, following the appointments to the Board as contemplated by the Voting Agreements, six of its eight directors will be "independent directors" within the meaning of the NASDAQ Stock Market Rules.

"Given the efforts of the Board to fairly evaluate each candidate and our cooperative dialogue with some of our larger shareholders," Kristine F. Hughes, Chairman of the Board of Directors, said, "we are confident that the changes announced today are in the long-term best interests of the Company and its shareholders. I look forward to working closely with our new directors for the benefit of all shareholders of Nature's Sunshine." Ms. Hughes also thanked each of the resigning directors for their service to Nature's Sunshine. "We appreciate the dedicated service of Larry Deppe and Bob Bowen over the past three years. As a founder of Nature's Sunshine, Gene Hughes has been a fundamental part of the Company since its inception. We are grateful for his years of service as a director and know that he will continue to be an important voice for Nature's Sunshine in the future as an emeritus Board member."

The shareholders of Nature's Sunshine who have signed Voting Agreements with respect to the foregoing consist of Kristine F. Hughes, Eugene L. Hughes and Pauline Hughes Francis (collectively the "Hughes Parties"), acting in their individual capacity as Company shareholders, Prescott Group Aggressive Small Cap Master Fund, G.P. ("Prescott"), Red Mountain Capital Partners II, L.P., Red Mountain Capital Partners III, L.P. and Paradigm Capital Management, Inc. These shareholders beneficially hold in the aggregate 7,944,217 shares of the Company's common stock, representing approximately 51.2 percent of the total outstanding shares.

In connection with the discussions leading up to the Voting Agreements, Prescott, which holds approximately 12 percent of Nature's Sunshine's outstanding shares, had made a written demand under the Utah Revised Business Corporation Act that Nature's Sunshine hold a shareholder meeting to elect a slate of directors proposed by Prescott. Prescott also informed Nature's Sunshine that on

April 3, 2009, it commenced a legal action in Utah state court to petition the court to order an annual meeting of shareholders for purposes of electing directors. Ultimately, the complaint was never served and, in connection with its Voting Agreement, Prescott has agreed to withdraw its demands, dismiss its legal action and release Nature's Sunshine, the Hughes Parties and other related parties from claims relating to Prescott's legal action.

Contemporaneously with executing the Voting Agreement with Prescott, Nature's Sunshine and the Hughes Parties entered into separate Voting Agreements with each of the other foregoing shareholders. The Prescott agreement, and each of the other shareholder Voting Agreements, also provide that, effective on or about June 7, 2009, which is ten days following the anticipated date of mailing to shareholders of Nature's Sunshine's Information Statement on Schedule 14F-1 required under Section 14(f) of the Securities and Exchange Act of 1934 and related rules:

- the authorized number of directors of Nature's Sunshine's Board will be increased from six to eight, creating two additional vacancies in addition to one previously unfilled vacancy on the Board;
- with the exception of Kristine F. Hughes, all current Board members, including Pauline Hughes Francis, Robert K. Bowen, Larry A. Deppe and Eugene L. Hughes, will resign as directors, resulting in a total of seven vacancies on the Board; and
- Michael D. Dean, Albert R. Dowden, Douglas Faggioli, Pauline Hughes Francis, Willem Mesdag, Jeffrey D. Watkins and Candace K. Weir will be appointed to fill the seven vacancies to serve as directors until the next annual meeting of shareholders at which directors are elected and until their respective successors are duly elected and qualified, unless they resign, are removed or are otherwise disqualified from serving as a director. Ms. Francis is currently a director of Nature's Sunshine. Her resignation and reappointment are solely for the purpose of changing the Board class to which she is assigned.

Biographical information for the proposed new directors is as follows:

- Mr. Dean has served as Chief Executive Officer of Mediaur Technologies Inc. since 2003, and is responsible for all aspects of this privately-owned satellite technology company that provides proprietary antenna system solutions for both private industries and governments. Mr. Dean also serves on the advisory board of several digital media and technology companies and advises principals and investors in the digital media sector. Before joining Mediaur, Mr. Dean was Executive Vice President of ABC Cable Networks, a multi-billion dollar global division of Disney, where he was responsible for the non-creative, day-to-day business, including Affiliate Sales and Marketing, Finance, Legal, Broadcasting Operations, IT, Human Resources, and Business Development. Earlier at Disney, he was Senior Vice President of Corporate Strategic Planning and Development, responsible for all corporate strategy, development and deal work in Disney's broadcasting, cable, and film studio businesses. Before Disney, Mr. Dean was a strategy consultant with Bain & Company and holds an MBA from Harvard Business School.
- Mr. Dowden serves as a director of the AIM Mutual Funds, Annuity and Life Re, Ltd., various Reich & Tang mutual funds, and as a director of Homeowners of America Holding Corporation and Homeowners of America Insurance. Mr. Dowden is a founder and has served as managing director of The Boss Group, a Houston based private

investment and management firm, since 2004. Mr. Dowden has previously served as a director of The Hertz Corporation, Volvo Group, Magellan Insurance Co., Genmar, National Media Corp. and CompuDyne Corp. Prior to these positions, Mr. Dowden served as President and Chief Executive Officer of Volvo Group North America, Inc. and Senior Vice President of its Swedish parent company, AB Volvo until 1998. Prior to joining Volvo in 1974 as General Counsel to its North American operations, he practiced law with the New York based international law firm of Rogers & Wells (now Clifford Chance).

- Mr. Faggioli is the President and Chief Executive Officer of Nature's Sunshine. Prior to his appointment as President and Chief Executive Officer in November 2003, Mr. Faggioli served as Executive Vice President and Chief Operating Officer of the Company. He began his employment with the Company in 1983 and has served as one of its officers since 1989. Mr. Faggioli is also a Certified Public Accountant.

Mr. Mesdag is the Managing Partner of Red Mountain Capital Partners LLC, an investment firm based in Los Angeles and an affiliate of Red Mountain Capital Partners II, L.P. and Red Mountain Capital Partners III, L.P., which are shareholder parties to a Voting Agreement. From 2002 to 2004, he served as Senior Advisor for the Davis Companies. Prior to 2002, Mr. Mesdag was a partner and Managing Director of Goldman, Sachs & Co., having joined the firm in 1981 from Ballard, Spahr, Andrews & Ingersoll where he was a securities lawyer. He currently serves on the boards of 3i Group plc, Encore Capital Group Inc., Cost Plus Inc. and Davis Petroleum Corp. and previously served as Vice Chairman of the board of Skandia Insurance Company Ltd. Mr. Mesdag received his J.D. from the Cornell Law School in 1978 and his B.A. from Northwestern University in 1974.

Mr. Watkins is the President of Prescott Group Capital Management, LLC, an affiliate of Prescott, and serves as the co-manager of the Prescott Mid Cap, L.P. Mr. Watkins currently serves on the board of Annuity and Life Re, Ltd., and served as a director of Carreker Corporation from March 2006 until April 2007. Prior to joining Prescott in July 2001, Mr. Watkins served for 18 years as a portfolio manager for Capital Advisors, Inc., a registered investment advisor, located in Tulsa, Oklahoma. Mr. Watkins received his B.S.B.A from the University of Tulsa in 1983.

Ms. Weir is Director and President of C.L.King & Associates, Inc., an independent research securities brokerage firm located in Albany, N.Y., and Paradigm Capital Management Inc., a registered investment adviser, which firms she founded in 1972 and 1994, respectively. Paradigm Capital Management, Inc. has also executed a Voting Agreement. Ms. Weir is President and Trustee of Paradigm Funds. She also serves on the boards of several non-profit cultural, healthcare and public interest organizations. Ms. Weir received her B.A. from Vassar College in 1967.

The Voting Agreements further provide that, at the next annual meeting of shareholders, which is currently planned for 2009, Nature's Sunshine will nominate, and Prescott, the Hughes Parties and the other shareholder parties to the Voting Agreements will vote all shares of common stock beneficially owned by them in favor of, each of the following individuals, with such nominees serving in the board class set forth opposite his or her name:

<u>Name</u>	<u>Class</u>
Jeffrey D. Watkins	Class I
Willem Mesdag	Class I
Michael D. Dean	Class II
Douglas Faggioli	Class II
Candace K. Weir	Class II
Kristine F. Hughes	Class III
Pauline Hughes Francis	Class III
Albert R. Dowden	Class III

The two Class I directors' terms will expire at the first annual meeting of shareholders following their election (expected to be in 2010), the three Class II directors' terms will expire at the second annual meeting of shareholders following their election (expected to be in 2011), and the three Class III directors' terms will expire at the third annual meeting of shareholders following their election (expected to be in 2012). Thereafter, the directors of each class will be elected for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected.

The voting arrangements set forth in the Voting Agreements will terminate immediately following the next annual meeting of shareholders of Nature's Sunshine or any adjournment or postponement thereof, or December 31, 2009, whichever is earlier.

The description of the foregoing transactions is qualified in its entirety by reference to the full text of the Voting Agreements, which are included as exhibits to Nature's Sunshine's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 28, 2009.

About Nature's Sunshine Products, Inc.

Nature's Sunshine manufactures and markets through direct sales encapsulated and tableted herbal products, high quality natural vitamins, and other complementary products. In addition to the United States, Nature's Sunshine has operations in Japan, Mexico, Central America, South Korea, Canada, Dominican Republic, Venezuela, Ecuador, Peru, the United Kingdom, Columbia, Brazil, Thailand, Israel, Singapore, Malaysia, Indonesia, The Philippines, Australia, Hong Kong, Taiwan and the Russian Federation. Nature's Sunshine also has exclusive distribution agreements with selected companies in Argentina, Australia, Chile, New Zealand and Norway.

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