

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
Under
The Securities Act of 1933

NATURE'S SUNSHINE PRODUCTS, INC.

(Exact name of registrant as specified in its charter)

Utah
 (State or other jurisdiction
 of incorporation or organization)

87-0327982
 (IRS Employer Identification No.)

75 East 1700 South, Provo, Utah 84606
 (Address of principal executive offices) (Zip code)

Nature's Sunshine Products, Inc. 2009 Stock Incentive Plan
 Nonqualified Stock Option Agreement with John Hughes
 Nonqualified Stock Option Agreement with Lynn Ohman
 Nonqualified Stock Option Agreement with Gary Hill
 Nonqualified Stock Option Agreement with Dan Norman
 Nonqualified Stock Option Agreement with Denise Bird
 Nonqualified Stock Option Agreement with Leann Beardall
 Nonqualified Stock Option Agreement with Bryant Yates
 Nonqualified Stock Option Agreement with Steve Bunker
 Nonqualified Stock Option Agreement with Jamon Jarvis
 Nonqualified Stock Option Agreement with Ashlie Overman
 Nonqualified Stock Option Agreement with Efrain Villalobos
 Nonqualified Stock Option Agreement with Larry Hughes
 Nonqualified Stock Option Agreement with Derek Christensen
 Nonqualified Stock Option Agreements with Lynda Hammons
 Nonqualified Stock Option Agreement with Miriam Paz
 Nonqualified Stock Option Agreement with Mitchell Carter
 Nonqualified Stock Option Agreement with Greg Halliday
 Nonqualified Stock Option Agreement with William Keller
 (Full titles of the plans)

Douglas Faggioli
President and Chief Executive Officer
Nature's Sunshine Products, Inc.
75 East 1700 South
Provo, Utah 84606

(Name and Address of agent for service)
(801) 342-4300

(Telephone number, including area code, of agent for service)

With a copy to:
Nolan S. Taylor, Esq.
 Dorsey & Whitney LLP
 136 South Main Street, Suite 1000
 Salt Lake City, Utah
 (801) 933-7360

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
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Common stock, no par value, under the 2009 Stock Incentive Plan	750,000 shares	\$	8.14 (2)	\$	6,105,481 (2)	\$	435.32
Common stock, no par value, under the Nonqualified Stock Option Agreements	133,800 shares(3)	\$	11.85 (4)	\$	1,585,530 (4)	\$	113.05
Totals:	883,800 shares			\$	7,691,011	\$	548.37

- (1) This Registration Statement shall also cover any additional shares of the Registrant's common stock that become issuable by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the Registrant's receipt of consideration which results in an increase in the number of outstanding shares of the Registrant's common stock.
- (2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(h)(1) and (c). The proposed maximum aggregate offering price has been calculated as follows: options to purchase 230,650 shares have been granted with an exercise price of \$5.35; the exercise price or purchase price with respect to 519,350 shares that are being registered herein but remain unissued is based upon the average of the high and low prices of the Common Stock as reported on the Nasdaq Stock Exchange on December 23, 2009.
- (3) The 133,800 shares to be registered under the Nonqualified Stock Option Agreements includes 5,000 shares to be registered under the Nonqualified Stock Option Agreement with John Hughes; 5,000 shares to be registered under the Nonqualified Stock Option Agreement with Lynn Ohman; 6,000 shares to be registered under the Nonqualified Stock Option Agreement with Gary Hill; 6,000 shares to be registered under the Nonqualified Stock Option Agreement with Dan Norman; 5,000 shares to be registered under the Nonqualified Stock Option Agreement with Denise Bird; 2,500 shares to be registered under the Nonqualified Stock Option Agreement with Leann Beardall; 15,000 shares to be registered under the Nonqualified Stock Option Agreement with Bryant Yates; 20,000 shares to be registered under the Nonqualified Stock Option Agreement with Steve Bunker; 12,000 shares to be registered under the Nonqualified Stock Option Agreement with Jamon Jarvis; 2,500 shares to be registered under the Nonqualified Stock Option Agreement with Ashlie Overman; 9,100 shares to be registered under the Nonqualified Stock Option Agreement with Efrain Villalobos; 9,000 shares to be registered under the Nonqualified Stock Option Agreement with Larry Hughes; 1,300 shares to be registered under the Nonqualified Stock Option Agreement with Derek Christensen; 5,100 shares to be registered under the Nonqualified Stock Option Agreement with Miriam Paz; 8,100 shares to be registered under the Nonqualified Stock Option Agreement with Mitchell Carter; 3,000 shares to be registered under the Nonqualified Stock Option Agreement with Greg Halliday; 4,000 shares to be registered under the Nonqualified Stock Option Agreement with William Keller; and 15,200 shares to be registered under the Nonqualified Stock Option Agreements with Lynda Hammons.
- (4) Pursuant to Securities Act Rule 457(h)(1), the maximum offering price per share and in the aggregate, and the registration fee were calculated based upon the exercise price per share of shares issuable upon exercise of stock options previously granted under the Nonqualified Stock Option Agreements.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

In accordance with the Note to Part I of Form S-8, the information specified by Part I (Items 1 and 2) is omitted from this registration statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Nature's Sunshine Products, Inc. (the "Registrant") hereby incorporates by reference into this registration statement the following documents, which have been filed with the Securities and Exchange Commission (the "Commission"):

- (a) The Registrant's Annual Report of Form 10-K, as amended, for the fiscal year ended December 31, 2008;
- (b) All other reports filed with the Commission pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since the end of the fiscal year covered by the Registrant's Annual Report referred to in (a) above; and
- (c) The description of the Registrant's common stock, no par value per share, contained in the Registrant's Registration Statement on Form 8-A (File No. 001-34483) filed on October 6, 2009, including any amendment or report filed for the purpose of updating such description.

All reports and definitive proxy or information statements filed pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this registration statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this registration statement and to be a part hereof from the date of filing of such documents. Any document or any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a subsequently filed document or a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated herein by reference modifies or supersedes such document or such statement. Any such document or statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Item 4. Description of Securities.

Not Applicable.

Item 5. Interests of Named Experts and Counsel.

Not Applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is a Utah corporation. Section 16-10a-902 of the Utah Revised Business Corporation Act (the "Revised Act") provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (a "Proceeding"), because he or she is or was a director of the corporation or, while a director of the corporation, is or was serving at

its request as a director, officer, partner, trustee, employee, fiduciary or agent of another corporation or other person or of an employee benefit plan (an "Indemnifiable Director"), against any obligation incurred with respect to a Proceeding, including any judgment, settlement, penalty or fine, or reasonable expenses, incurred in the Proceeding if his or her conduct was in good faith and he or she reasonably believed that his or her conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, he or she had no reasonable cause to believe such conduct was unlawful. However, subsection 902(4) places certain limitations on indemnification allowed under Section 902, including that (i) indemnification in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses incurred in connection with the Proceeding and (ii) the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

Section 16-10a-903 of the Revised Act deals with mandatory indemnification of directors and provides that a corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue or matter in the Proceeding, to which he or she was a Party because he or she is or was an Indemnifiable Director of the corporation, against reasonable expenses incurred in connection with the Proceeding or claim with respect to which he or she has been successful.

In addition to the indemnification provided by Sections 902 and 903, Section 16-10a-905 of the Revised Act addresses court-ordered indemnification and provides that an Indemnifiable Director may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction.

Section 16-10a-904 of the Revised Act deals with the advancement of expenses and provides that a corporation may pay for or reimburse the reasonable expenses incurred by an Indemnifiable Director who is a Party to a Proceeding in advance of the final disposition of the Proceeding, upon the satisfaction of certain conditions.

Section 16-10a-907 of the Revised Act addresses indemnification of officers and provides that (i) an officer of the corporation is entitled to mandatory indemnification under Section 903 and is entitled to apply for court-ordered indemnification under Section 905, in each case to the same extent as an Indemnifiable Director, (ii) the corporation may indemnify and advance expenses to an officer of the corporation to the same extent as an Indemnifiable Director, and (iii) a corporation may also indemnify and advance expenses to an officer who is not an Indemnifiable Director to a greater extent than the right of indemnification granted to an Indemnifiable Director, if not inconsistent with public policy, and if provided for by its articles of incorporation, bylaws, general or specific action of its board of directors, or contract.

The Registrant's Amended and Restated Bylaws (the "Bylaws") provide that, subject to the limitations described below, the Registrant shall indemnify any individual made party to a proceeding because he or she is or was a director or officer of the Registrant against liability incurred in the proceeding, but only if (i) the Registrant has authorized the payment in accordance with Sections 16-10a-902, 16-10a-904, 16-10a-906 and 16-10a-907 of the Revised Act, and a determination has been made in accordance with the procedures set forth in such provisions (i) that the director or officer conducted himself or herself in good faith; (ii) that he or she reasonably believed that his or her conduct, if in his or her official capacity with the Registrant, was in the Registrant's best interests; and, (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe such conduct was unlawful. The Registrant may not, however, voluntarily extend such indemnification to an officer or director in connection with a proceeding by the Registrant or in its right in which such officer or director was adjudged liable to the Registrant, or in connection with any other proceeding charging that such person derived an improper personal benefit, whether or not involving action in his or her official capacity, in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit. Notwithstanding the foregoing, the Bylaws provide that the Registrant shall indemnify an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding or the defense of any claim, issue or matter in the proceeding to which the officer or director was a party because he or she is or was one of the Registrant's directors or officers against reasonable expenses that he or she incurred in connection with the proceeding or claim with respect to which he or she was successful. The Registrant's Amended and Restated Articles of Incorporation (the "Amended Articles") also authorize the Registrant to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law. The Bylaws

also provide that the Registrant may pay for or reimburse the reasonable expenses incurred by an officer or director who is party to a proceeding in advance of final disposition of the proceeding if (i) the officer or director furnishes to the Registrant a written affirmation of a good faith belief that he or she has met the applicable standard of conduct under the Bylaws and applicable law necessary for indemnification, (ii) the officer or director furnishes to the Registrant a written undertaking in the form required by the Revised Act, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct, and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification pursuant to the Bylaws and applicable law. The Bylaws also provide that any indemnification or advancement of expenses provided thereby shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any articles of incorporation, bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

The Amended Articles eliminate the personal liability of any director in accordance with Section 16-10a-841 of the Revised Act, which provides that the liability of a director to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action, as a director, may be limited or eliminated by the corporation except for liability for (i) the amount of financial benefit received by a director to which he or she is not entitled; (ii) an intentional infliction of harm on the corporation or its shareholders; (iii) a violation of Section 16-10a-842 of the Revised Act, which prohibits unlawful distributions by a corporation to its shareholders; or (iv) an intentional violation of criminal law.

The Bylaws provide that the Registrant may purchase and maintain insurance on behalf of any person who is or was one of the Registrant's directors, officers, employees, fiduciaries or agents, or is or was serving at the Registrant's request as a director, officer, employee, fiduciary or agent of another corporation or other person, or of an employee benefit plan, against liability incurred by him or her in such capacity or arising out of his or her status in such capacity, whether or not the Registrant would have the power to indemnify him or her against such liability under applicable law. The Registrant maintains insurance from commercial carriers against certain liabilities that may be incurred by its directors and officers.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

Exhibit No.	Description	Where Located
4.1	Amended and Restated Articles of Incorporation of the Registrant	Incorporated by reference to Exhibit 3(i) to the Registrant's Quarterly Report on Form 10-Q (File No. 001-34483) filed with the Securities and Exchange Commission on November 9, 2009

4.2	Amended and Restated Bylaws of the Registrant	Incorporated by reference to Exhibit 3(ii) to the Registrant's Quarterly Report on Form 10-Q (File No. 001-34483) filed with the Securities and Exchange Commission on November 9, 2009
5.1	Opinion of Dorsey & Whitney LLP	Filed herewith
23.1	Consent of Deloitte & Touche LLP	Filed herewith
23.2	Consent of Dorsey & Whitney LLP (contained in Exhibit 5.1 to this registration statement)	Filed herewith
24.1	Power of Attorney (included in the signature pages to this registration statement)	Filed herewith
99.1	Nature's Sunshine Products, Inc. 2009 Stock Incentive Plan	Incorporated by reference to Appendix C to the Registrant's Proxy Statement filed with the Securities and Exchange Commission on October 19, 2009 (File No. 001-34483)
99.2	Form of Non-Qualified Stock Option Award Agreement under the Nature's Sunshine Products, Inc. 2009 Stock Incentive Plan	Incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K (File No. 001-34483) filed with the Securities and Exchange Commission on November 12, 2009
99.3	Form of Nonqualified Stock Option Agreement with Employees Listed on the Form S-8 Cover Page	Filed herewith
99.4	The Nonqualified Stock Option Agreement with Ashlie Overman	Filed herewith

Item 9. Undertakings.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered

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would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Provo, State of Utah on December 29, 2009.

By: /s/ Douglas Faggioli
 Douglas Faggioli
 President and Chief Executive Officer

(Power of Attorney on Following Page)

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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each of the undersigned officers and directors does hereby constitute and appoint Douglas Faggioli and Stephen M. Bunker, and each of them, or their substitute or substitutes, as his or her true and lawful attorneys-in-fact and agents, with full power and authority to do any and all acts and things and to execute and file or cause to be filed any and all instruments, documents or exhibits which said attorneys and agents, or either one of them, determine may be necessary or advisable or required to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules or regulations or requirements of the Securities and Exchange Commission in connection with this registration statement. Without limiting the generality of the foregoing power and authority, the powers granted include the power and authority to sign the names of the undersigned officers and directors in the capacities indicated below to this registration statement, to any and all amendments, both pre-effective and post-effective, and supplements to this registration statement and to any and all instruments, documents or exhibits filed as part of or in conjunction with this registration statement or amendments or supplements thereof, with the powers of substitution and revocation, and each of the undersigned hereby ratifies and confirms all that said attorneys and agents, or either one of them, or their substitute or substitutes, shall lawfully do or cause to be done by virtue hereof. In witness whereof, each of the undersigned has executed this Power of Attorney as of the dates indicated below.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Douglas Faggioli</u> Douglas Faggioli	President, Chief Executive Officer and Director (<i>principal executive officer</i>)	December 29, 2009
<u>/s/ Stephen M. Bunker</u> Stephen M. Bunker	Chief Financial Officer (<i>principal financial and accounting officer</i>)	December 29, 2009
<u>/s/ Willem Mesdag</u> Willem Mesdag	Director	December 29, 2009
<u>/s/ Jeffrey D. Watkins</u> Jeffrey D. Watkins	Director	December 29, 2009
<u>/s/ Michael D. Dean</u> Michael D. Dean	Director	December 29, 2009
<u>/s/ Candace K. Weir</u> Candace K. Weir	Director	December 29, 2009
<u>/s/ Albert R. Dowden</u> Albert R. Dowden	Director	December 29, 2009
<u>/s/ Pauline Hughes Francis</u> Pauline Hughes Francis	Director	December 29, 2009
<u>/s/ Kristine F. Hughes</u> Kristine F. Hughes	Director	December 29, 2009

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EXHIBIT INDEX

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December 29, 2009

Nature's Sunshine Products, Inc.
75 East 1700 South
Provo, Utah 84606

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to Nature's Sunshine Products, Inc., a Utah corporation (the "*Company*"), in connection with the registration under the Securities Act of 1933, as amended, on a registration statement on Form S-8 (the "*Registration Statement*") of an aggregate of 883,800 shares of the Company's common stock, no par value per share (the "*Shares*"), which are to be offered and sold under the Nature's Sunshine Products, Inc. 2009 Stock Incentive Plan and the nonqualified stock option agreements between the Company and the individuals set forth on the Registration Statement (collectively, the "*Plans*"). This opinion is being delivered at your request.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In rendering our opinion set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Company, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to our opinion, we have relied upon certificates of officers of the Company and of public officials.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, upon issuance, delivery and payment therefor in accordance with the terms of the Plans, will be validly issued, fully paid and nonassessable.

Our opinion expressed above is limited to the laws of the State of Utah.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. The foregoing opinion is being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very Truly Yours,

/s/ Dorsey & Whitney LLP

DORSEY & WHITNEY LLP

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 18, 2009 (May 15, 2009 as to Note 1 as it relates to the correction of volume rebates and Note 11 for events that occurred after March 18, 2009) relating to the financial statements and financial statement schedule of Nature's Sunshine Products, Inc. and subsidiaries (which report expresses an unqualified opinion and includes an explanatory paragraph relating to the adoption of Financial Accounting Standards Board Interpretation No. 48, "Accounting for Uncertainty in Income Taxes") and our report dated March 18, 2009 relating to the effectiveness of the Company's internal control over financial reporting (which report expresses an adverse opinion on the effectiveness of the Company's internal control over financial reporting because of material weaknesses), appearing in the Annual Report on Form 10-K/A of Nature's Sunshine Products, Inc. and subsidiaries for the year ended December 31, 2008.

DELOITTE & TOUCHE LLP
Salt Lake City, UT
December 29, 2009

**NATURE'S SUNSHINE PRODUCTS, INC.
NONQUALIFIED STOCK OPTION AGREEMENT**

THIS STOCK OPTION AGREEMENT (this "Agreement") is dated as of March 16, 2007 (the "Award Date"), between NATURE'S SUNSHINE PRODUCTS, INC., a Utah corporation (the "Corporation"), and [NAME] ("Employee").

A. For the purpose of promoting the success of the Corporation, the Corporation from time to time approves the grant of stock options to key employees, including officers, whether or not directors, of the Corporation, to attract, motivate, retain and reward such persons and to provide incentives for high levels of individual performance and improved financial performance of the Corporation; and

B. As evidenced by this Agreement, the Corporation wishes to grant to Employee a certain stock option, defined in Section 1, hereof, which option is not intended as and shall not be deemed to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code, as may be amended.

NOW, THEREFORE, in consideration of services rendered and to be rendered by Employee for the Corporation, the Corporation and Employee hereby agree to the provisions set forth herein.

1. Option Granted. This Agreement evidences the grant to Employee, as of the Award Date, of an option to purchase an aggregate of () shares of common stock of the Corporation (the "Option").
2. Exercise Price. The Option entitles Employee to purchase all or any portion of the Option shares at a price per share of **Eleven Dollars and Eighty-Five Cents (\$11.85)**, exercisable from time to time, subject to the provisions of this Agreement. Such price is the Fair Market Value of the shares on the Award Date, determined by the Corporation based on the determination that as of the Award Date the Corporation's stock is readily tradable on an established securities market within the meaning of Treas. Reg. § 1.409A-1(k), and shall be equal to the closing price on the trading day before the Award Date.

In the event that the Corporation's stock should not be readily tradable on an established securities market, Fair Market Value shall be determined by the Corporation in accordance with Treas. Reg. § 1.409A-1(b)(5)(iv).

3. Exercisability of Option.
 - a. *In General.* The Option may be exercised beginning on the later of (i) the first year anniversary of the Award Date, or (ii) the date the Corporation has registered

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with SEC, on Form S-8, the shares of common stock to be issued under the Option. To the extent Employee does not in any year purchase all or any portion of the shares to which Employee is entitled to purchase, Employee has the cumulative right thereafter to purchase any shares not so purchased and such right shall continue until the Option terminates. When the Option terminates for any reason, no additional shares may be purchased under this Option.

- b. *Upon Change in Control.* Unless prior to a Change in Control Event the Corporation determines otherwise, then upon the occurrence of a Change in Control Event the Option shall become immediately exercisable. For this purpose, "Change in Control Event" shall mean:
 - i. approval by the stockholders of the Corporation of the dissolution or liquidation of the Corporation;
 - ii. approval by the stockholders of the Corporation of an agreement to merge or consolidate, or otherwise reorganize, with or into one or more entities that are not subsidiaries, as a result of which less than 50% of the outstanding voting securities of the surviving or resulting entity immediately after the reorganization are, or will be, owned by stockholders of the Corporation immediately before such reorganization (assuming for purposes of such determination that there is no change in the record ownership of the Corporation's securities from the record date for such approval until such reorganization and that such record owners hold no securities of the other parties to such reorganization);
 - iii. approval by the stockholders of the Corporation of the sale of substantially all of the Corporation's business and/or assets to a person or entity which is not a subsidiary;
 - iv. any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) (other than a person having such ownership as of the Award Date) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing more than 50% of the combined voting power of the Corporation's then outstanding securities entitled to then vote generally in the election of directors of the Corporation; or
 - v. during any period not longer than two consecutive years, individuals who at the beginning of such period constituted the board of directors of the Corporation cease to constitute at least a majority thereof, unless the election, or the nomination for election by the Corporation's stockholders, of each new board member was approved by a vote of at least three-fourths of the board members then still in office who were board members at the beginning of such period (including for these purposes, new members whose election or nomination was so approved).

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Notwithstanding any of the foregoing to the contrary, any acceleration of the Option shall comply with applicable regulatory requirements, including, without limitation, Section 409A of the Internal Revenue Code.

- c. *Possible Early Termination of Accelerated Option.* If the Option has been fully accelerated as permitted by paragraph (b) but is not exercised prior to (i) a dissolution of the Corporation, or (ii) a reorganization event described in Section 8 that the Corporation does not survive, or (iii) the consummation of reorganization event described in Section 8 that results in a Change of Control, and no provision has been made for the survival, substitution, exchange or other settlement of the Option, the Option shall thereupon terminate.
4. Procedures for Exercise of Option.
 - a. *Procedure.* The Option shall be deemed to be exercised when the Treasurer of the Corporation receives written notice of such exercise from the Employee, together with the required payment made in accordance with paragraph c below.
 - b. *Fractional Shares/Minimum Issue.* Cash, other securities or other property will be paid or transferred in lieu of any fractional share interests. No fewer than

100 shares may be purchased on exercise of the Option at one time unless the number purchased is the total number at the time available for purchase under the Option.

- c. *Payment Provisions.* The purchase price of any shares purchased on exercise of the Option shall be paid in full at the time of each purchase in one or a combination of the following methods: (i) in cash or by electronic funds transfer; (ii) by check payable to the order of the Corporation; (iii) if authorized by the Corporation, by a promissory note of the Employee; (iv) if authorized by the Corporation, by notice and third party payment; or (v) if authorized by the Corporation, by the delivery of shares of common stock of the Corporation already owned by the Employee at least six months prior to the date of exercise.

5. Termination of Option. The Option shall terminate and be of no further force or effect upon any of the following:

- a. the sixth annual anniversary of the Award Date;
- b. on the date of termination of Employee's employment with the Corporation if the Option is not exercisable on or before such date;
- c. three months (or such later date as the Corporation may in its sole discretion specify) after termination of Employee's employment with the Corporation for any reason other than for cause (as determined by the Corporation in its sole discretion), or Employee's death or disability (as determined by the Corporation in its sole discretion);

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- d. on the date of termination of Employee's employment with the Corporation if such termination is for cause (as determined by the Corporation in its sole discretion);
- e. twelve months after termination of Employee's employment with the Corporation because of Employee's disability (as determined by the Corporation in its sole discretion); or
- f. twelve months after Employee's death.

6. Securities Laws. The Corporation may from time to time impose such conditions on the exercise of the Option as it deems necessary or advisable to ensure that rights granted under the Option satisfy the requirements of applicable federal and state securities laws. Such conditions may include, without limitation, the partial or complete suspension of the right to exercise the Option.

7. Non-transferability of Option. The Option may not be transferred or assigned by Employee or exercised by anyone other than Employee except pursuant to (i) Employee's will, (ii) applicable laws of descent and distribution, or (iii) a judgment, decree or order made pursuant to a state domestic relations law and that assigns a portion of the Option to the Employee's spouse or former spouse.

8. Adjustments. If there shall occur any extraordinary dividend or other extraordinary distribution in respect of the common stock (whether in the form of cash, common stock, other securities, or other property), or any recapitalization, stock split (including a stock split in the form of a stock dividend), reverse stock split, reorganization, merger, combination, consolidation, split-up, spin-off, combination, repurchase, or exchange of common stock or other securities of the Corporation, or there shall occur any other like corporate transaction or event in respect of the common stock, then the Corporation shall, in such manner and to such extent (if any) as it deems appropriate and equitable (1) proportionately adjust any or all of (a) the number, amount and type of shares of common stock (or other securities or property) subject to the Option, (b) the grant, purchase, or exercise price of the Option, (c) the securities issuable upon exercise of the Option, or (2) in the case of an extraordinary dividend or other distribution, merger, reorganization, consolidation, combination, sale of assets, split up, exchange, or spin off, make provision for a cash payment or for the substitution or exchange of the Option or the securities deliverable to the holder of the Option based upon the distribution or consideration payable to holders of the common stock of the Corporation upon or in respect of such event.

9. Miscellaneous.

a. *Authority.* The Corporation shall have the authority to:

- i. construe and interpret this Agreement, further define the terms used in this Agreement, and prescribe, amend and rescind rules and regulations relating to the administration of this Agreement;

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- ii. cancel, modify, or waive the Corporation's rights with respect to, or modify, discontinue, suspend, or terminate the Option, subject to any required consent under paragraph k below;

- iii. to accelerate or extend the exercisability or extend the term of the Option; and

- iv. to make all other determinations and take such other action as contemplated by this Agreement or as may be necessary or advisable for the administration of this Agreement and the effectuation of its purposes.

b. *Delegation.* Any rights or obligations of the Corporation under this Agreement may be assigned or delegated by the Corporation to a committee or to one or more individuals. Any reference to the Corporation in this Agreement shall be construed to refer to such agent or designee.

c. *Binding Determinations.* Any action taken by, or inaction of, the Corporation relating or pursuant to this Agreement shall be within the absolute discretion of the Corporation and shall be conclusive and binding upon all persons.

d. *Reliance on Experts.* In making any determination or in taking or not taking any action under this Agreement, the Corporation may obtain and may rely upon the advice of experts, including professional advisors to the Corporation. No director, officer or agent of the Corporation shall be liable for any such action or determination taken or made or omitted in good faith.

e. *No Employment Contract.* Nothing contained in this Agreement shall confer upon Employee any right to continue in the employ or other service of the Corporation or constitute any contract or agreement of employment or other service, nor shall interfere in any way with the right of the Corporation to change the Employee's compensation or other benefits or to terminate the employment of such person, with or without cause.

f. *No Funding.* The Employee shall have no right, title or interest in any fund or in any specific asset (including shares of common stock, except as expressly otherwise provided) of the Corporation by reason of the Option or this Agreement.

- g. *No Fiduciary Relationship.* Neither the provisions of this Agreement nor any action taken pursuant to the provisions of this Agreement shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Corporation and the Employee or other person.
- h. *Compliance with Laws.* This Agreement, the Option and the issuance and delivery of shares of common stock under the Option are subject to compliance with all applicable federal and state laws, rules and regulations (including, but not limited to, state and federal securities laws and federal margin requirements) and

to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. Any securities delivered under this Agreement shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Corporation, provide such assurances and representations to the Corporation as the Corporation may deem necessary or desirable to assure compliance with all applicable legal requirements.

- i. *Tax Withholding — Cash or Shares.* Upon exercise or vesting of the Option, the Corporation shall have the right at its option to (i) require the Employee (or personal representative or beneficiary, as the case may be) to pay or provide for payment of the amount of any taxes which the Corporation may be required to withhold with respect to such transaction or (ii) deduct from any amount payable in cash the amount of any taxes which the Corporation may be required to withhold with respect to such cash amount. In any case where a tax is required to be withheld in connection with the delivery of shares of common stock under this Agreement, the Corporation may grant to the Employee the right to elect, pursuant to such rules and subject to such conditions as the Corporation may establish, to have the Corporation reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares valued at their then fair market value, to satisfy such withholding obligation.
- j. *Tax Withholding — Tax Loans.* The Corporation may, in its discretion, authorize a loan to the Employee in the amount of any taxes which the Corporation may be required to withhold with respect to shares of common stock received by Employee under this Agreement. Such a loan shall be for a term, at a rate of interest and pursuant to such other terms and conditions as the Corporation, under applicable law, may establish.
- k. *Amendment.* Without limiting any other express authority of the Corporation under but subject to the express limits of this Agreement, the Corporation by agreement or resolution may waive conditions of or limitation on the Option, without the consent of the Employee, and may make other changes to the terms and conditions of the Option, provided that no amendment shall, without written consent of the Employee, affect in any manner materially adverse to the Employee any rights or benefits of the Employee or obligations of the Corporation under the Option.
- l. *Privileges of Stock Ownership.* Except as otherwise expressly authorized by the Corporation or this Agreement, the Employee shall not be entitled to any privilege of stock ownership as to any shares of common stock not actually delivered to and held of record by him or her. No adjustment will be made for dividends or other rights as a stockholder for which a record date is prior to such date of delivery.
- m. *Choice of Law.* This Agreement and the Option shall be governed by, and construed in accordance with the laws of the State of Utah.

- n. *Severability.* If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Agreement shall continue in effect.
- o. *Agreement Construction.* It is the intent of the Corporation that this Agreement and the Option satisfy and be interpreted in a manner that, if the Employee is or may be subject to Section 16 of the Exchange Act, satisfies the applicable requirements of Rule 16b-3 so that such persons will be entitled to the benefits of Rule 16b-3 or other exemptive rules under Section 16 of the Exchange Act and will not be subjected to avoidable liability thereunder. If any provision of this Agreement or the Option would otherwise frustrate or conflict with the intent expressed above, that provision to the extent possible shall be interpreted and deemed amended so as to avoid such conflict, but to the extent of any remaining irreconcilable conflict with such intent as to such persons in the circumstances, such provision shall be deemed void.

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

NATURE'S SUNSHINE PRODUCTS, INC.

EMPLOYEE

By: _____
 Its: _____
 Date: _____

Date: _____

SCHEDULE OF INDIVIDUALS WHO HAVE RECEIVED OPTIONS

<u>NAME OF OPTION HOLDER</u>	<u>NUMBER OF SHARES</u>
John Hughes	5,000
Lynn Ohman	5,000
Gary Hill	6,000
Dan Norman	6,000
Denise Bird	5,000
Leann Beardall	2,500
Bryant Yates	15,000
Steve Bunker	20,000
Jamon Jarvis	12,000
Efrain Villalobos	9,100
Larry Hughes	9,000

Derek Christensen	1,300
Miriam Paz	5,100
Mitchell Carter	8,100
Greg Halliday	3,000
William Keller	4,000
Lynda Hammons	15,200

**NATURE'S SUNSHINE PRODUCTS, INC.
MANAGER STOCK OPTION AGREEMENT**

THIS MANAGER STOCK OPTION AGREEMENT (this "Agreement") is dated as of the 16th day of March, 2007 (the "Award Date"), between NATURE'S SUNSHINE PRODUCTS, INC., a Utah corporation (the "Corporation"), and Ashlie Overman (hereinafter collectively referred to as "Optionee").

A. For the purpose of promoting the success of the Corporation, the Corporation from time to time approves the grant of stock options to key individuals, including consultants and other service providers, of the Corporation, to attract, motivate, retain and reward such persons and to provide incentives for high levels of individual performance and improved financial performance of the Corporation; and

B. The Optionee is a Senior National Manager for the Corporation and as such performs sales, advisory and consulting services to the Corporation.

C. As evidenced by this Agreement, the Corporation wishes to grant to Optionee a certain stock option, defined in Section 1, hereof, which option is not intended as and shall not be deemed to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code, as may be amended.

NOW, THEREFORE, in consideration of services rendered and to be rendered by Optionee for the Corporation, the Corporation and Optionee hereby agree to the provisions set forth herein.

1. **Option Granted.** This Agreement evidences the grant to Optionee, as of the Award Date, of an option to purchase an aggregate of Two Thousand Five Hundred (2,500) shares of Common Stock of the Corporation (the "Option").
2. **Exercise Price.** The Option entitles Optionee to purchase all or any portion of the Option shares at a price per share of Eleven Dollars and Eighty-Five Cents (\$11.85), exercisable from time to time, subject to the provisions of this Agreement. Such price is the Fair Market Value of the shares on the Award Date, determined by the Corporation based on the determination that as of the Award Date the Corporation's stock is readily tradable on an established securities market within the meaning of Treas. Reg. § 1.409A-1(k), and shall be equal to the closing price on the trading day before the Award Date.

In the event that the Corporation's stock should not be readily tradable on an established securities market, Fair Market Value shall be determined by the Corporation in accordance with Treas. Reg. § 1.409A-1(b)(5)(iv).

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3. **Exercisability of Option.** The Option may be exercised as follows: (i) one-half of the shares subject to the Option may be exercised on the later of (a) the first annual anniversary of the Award Date or (b) the date the Corporation has registered with SEC, on Form S-8, the shares of common stock to be issued under the Option; and (ii) one-half of the shares subject to the Option may be exercised on the later of (a) the second annual anniversary of the Award Date or (b) one year from the date the Corporation has registered with SEC, on Form S-8, the shares of common stock to be issued under the Option. To the extent Optionee does not in any year purchase all or any portion of the shares to which Optionee is entitled to purchase, Optionee has the cumulative right thereafter to purchase any shares not so purchased and such right shall continue until the Option terminates. When the Option terminates for any reason, no additional shares may be purchased under this Option.
4. **Procedures for Exercise of Option.**
 - a. **Procedure.** The Option shall be deemed to be exercised when the Treasurer of the Corporation receives written notice of such exercise from the Employee, together with the required payment made in accordance with paragraph c below.
 - b. **Fractional Shares/Minimum Issue.** Cash, other securities or other property will be paid or transferred in lieu of any fractional share interests. No fewer than 100 shares may be purchased on exercise of the Option at one time unless the number purchased is the total number at the time available for purchase under the Option.
 - c. **Payment Provisions.** The purchase price of any shares purchased on exercise of the Option shall be paid in full at the time of each purchase in one or a combination of the following methods: (i) in cash or by electronic funds transfer; (ii) by check payable to the order of the Corporation; (iii) if authorized by the Corporation, by a promissory note of the Employee; (iv) if authorized by the Corporation, by notice and third party payment; or (v) if authorized by the Corporation, by the delivery of shares of common stock of the Corporation already owned by the Employee at least six months prior to the date of exercise.
5. **Termination of Option.** The Option shall terminate and be of no further force or effect upon any of the following:
 - a. the sixth annual anniversary of the Award Date (the "Expiration Date");
 - b. Optionee ceases to be a Senior National Manager (as determined under the Corporation's then existing eligibility standards) for a cumulative total of six months beginning with the Award Date and ending on the Expiration Date;
 - c. Optionee ceases to be a Senior National Manager (as determined under the Corporation's then existing eligibility standards) for any three consecutive months beginning with the Award Date and ending on the Expiration Date; or
 - d. twelve months after Optionee's death.

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6. **Securities Laws.** The Corporation may from time to time impose such conditions on the exercise of the Option as it deems necessary or advisable to ensure that rights granted under the Option satisfy the requirements of applicable federal and state securities laws. Such conditions may include, without limitation, the partial or complete suspension of the right to exercise the Option.
7. **Non-transferability of Option.** The Option may not be transferred or assigned by Optionee or exercised by anyone other than Optionee except pursuant to (i) Optionee's will, (ii) applicable laws of descent and distribution, or (iii) a judgment, decree or order made pursuant to a state domestic relations law and that assigns a portion of the Option to the Employee's spouse or former spouse.
8. **Miscellaneous.**
 - a. **Authority.** The Corporation shall have the authority to:

- i. construe and interpret this Agreement, further define the terms used in this Agreement, and prescribe, amend and rescind rules and regulations relating to the administration of this Agreement;
 - ii. cancel, modify, or waive the Corporation's rights with respect to, or modify, discontinue, suspend, or terminate the Option, subject to any required consent under paragraph k below;
 - iii. to accelerate or extend the exercisability or extend the term of the Option; and
 - iv. to make all other determinations and take such other action as contemplated by this Agreement or as may be necessary or advisable for the administration of this Agreement and the effectuation of its purposes.
- b. *Delegation.* Any rights or obligations of the Corporation under this Agreement may be assigned or delegated by the Corporation to a committee or to one or more individuals. Any reference to the Corporation in this Agreement shall be construed to refer to such agent or designee.
- c. *Binding Determinations.* Any action taken by, or inaction of, the Corporation relating or pursuant to this Agreement shall be within the absolute discretion of the Corporation and shall be conclusive and binding upon all persons.
- d. *Reliance on Experts.* In making any determination or in taking or not taking any action under this Agreement, the Corporation may obtain and may rely upon the advice of experts, including professional advisors to the Corporation. No director, officer or agent of the Corporation shall be liable for any such action or determination taken or made or omitted in good faith.
- e. *No Employment Contract.* Nothing contained in this Agreement shall confer upon Employee any right to continue in the employ or other service of the Corporation

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or constitute any contract or agreement of employment or other service, nor shall interfere in any way with the right of the Corporation to change the Employee's compensation or other benefits or to terminate the employment of such person, with or without cause.

- f. *No Funding.* The Employee shall have no right, title or interest in any fund or in any specific asset (including shares of common stock, except as expressly otherwise provided) of the Corporation by reason of the Option or this Agreement.
- g. *No Fiduciary Relationship.* Neither the provisions of this Agreement nor any action taken pursuant to the provisions of this Agreement shall create, or be construed to create, a trust of any kind or a fiduciary relationship between the Corporation and the Employee or other person.
- h. *Compliance with Laws.* This Agreement, the Option and the issuance and delivery of shares of common stock under the Option are subject to compliance with all applicable federal and state laws, rules and regulations (including, but not limited to, state and federal securities laws and federal margin requirements) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. Any securities delivered under this Agreement shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Corporation, provide such assurances and representations to the Corporation as the Corporation may deem necessary or desirable to assure compliance with all applicable legal requirements.
- i. *Tax Withholding — Cash or Shares.* Upon exercise or vesting of the Option, the Corporation shall have the right at its option to (i) require the Employee (or personal representative or beneficiary, as the case may be) to pay or provide for payment of the amount of any taxes which the Corporation may be required to withhold with respect to such transaction or (ii) deduct from any amount payable in cash the amount of any taxes which the Corporation may be required to withhold with respect to such cash amount. In any case where a tax is required to be withheld in connection with the delivery of shares of common stock under this Agreement, the Corporation may grant to the Employee the right to elect, pursuant to such rules and subject to such conditions as the Corporation may establish, to have the Corporation reduce the number of shares to be delivered by (or otherwise reacquire) the appropriate number of shares valued at their then fair market value, to satisfy such withholding obligation.
- j. *Tax Withholding — Tax Loans.* The Corporation may, in its discretion, authorize a loan to the Employee in the amount of any taxes which the Corporation may be required to withhold with respect to shares of common stock received by Employee under this Agreement. Such a loan shall be for a term, at a rate of interest and pursuant to such other terms and conditions as the Corporation, under applicable law, may establish.

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- k. *Amendment.* Without limiting any other express authority of the Corporation under but subject to the express limits of this Agreement, the Corporation by agreement or resolution may waive conditions of or limitation on the Option, without the consent of the Employee, and may make other changes to the terms and conditions of the Option, provided that no amendment shall, without written consent of the Employee, affect in any manner materially adverse to the Employee any rights or benefits of the Employee or obligations of the Corporation under the Option.
- l. *Privileges of Stock Ownership.* Except as otherwise expressly authorized by the Corporation or this Agreement, the Employee shall not be entitled to any privilege of stock ownership as to any shares of common stock not actually delivered to and held of record by him or her. No adjustment will be made for dividends or other rights as a stockholder for which a record date is prior to such date of delivery.
- m. *Choice of Law.* This Agreement and the Option shall be governed by, and construed in accordance with the laws of the State of Utah.
- n. *Severability.* If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Agreement shall continue in effect.
- o. *Agreement Construction.* It is the intent of the Corporation that this Agreement and the Option satisfy and be interpreted in a manner that, if the Employee is or may be subject to Section 16 of the Exchange Act, satisfies the applicable requirements of Rule 16b-3 so that such persons will be entitled to the benefits of Rule 16b-3 or other exemptive rules under Section 16 of the Exchange Act and will not be subjected to avoidable liability thereunder. If any provision of this Agreement or the Option would otherwise frustrate or conflict with the intent expressed above, that provision to the extent possible shall be interpreted and deemed amended so as to avoid such conflict, but to the extent of any remaining irreconcilable conflict with such intent as to such persons in the circumstances, such provision shall be deemed void.

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

By: _____
Its: _____
Date: _____

Date: _____
Address: _____