
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 8)***

NATURE'S SUNSHINE PRODUCTS, INC.

(Name of Issuer)

Common Stock, no par value

(Title of Class of Securities)

639027101

(CUSIP Number)

**Red Mountain Capital Partners LLC
Attn: Willem Mesdag
10100 Santa Monica Boulevard, Suite 925
Los Angeles, California 90067
Telephone (310) 432-0200**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 25, 2014

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Red Mountain Capital Partners LLC	73-1726370
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input checked="" type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* AF, WC (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
Number of shares beneficially owned by each reporting person with:	7	SOLE VOTING POWER 2,435,877 shares (See Item 5)
	8	SHARED VOTING POWER None (See Item 5)
	9	SOLE DISPOSITIVE POWER 2,435,877 shares (See Item 5)
	10	SHARED DISPOSITIVE POWER None (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,435,877 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.8% (See Item 5)	
14.	TYPE OF REPORTING PERSON* OO – Limited Liability Company	

* See Instructions

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Red Mountain Partners, L.P.	20-4117349
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input checked="" type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* AF, WC (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
Number of shares beneficially owned by each reporting person with:	7	SOLE VOTING POWER 2,407,801 shares (See Item 5)
	8	SHARED VOTING POWER None (See Item 5)
	9	SOLE DISPOSITIVE POWER 2,407,801 shares (See Item 5)
	10	SHARED DISPOSITIVE POWER None (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,407,801 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.6% (See Item 5)	
14.	TYPE OF REPORTING PERSON* PN – Limited Partnership	

* See Instructions

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	RMCP GP LLC	20-4442412
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input checked="" type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* AF (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
Number of shares beneficially owned by each reporting person with:	7	SOLE VOTING POWER 2,407,801 shares (See Item 5)
	8	SHARED VOTING POWER None (See Item 5)
	9	SOLE DISPOSITIVE POWER 2,407,801 shares (See Item 5)
	10	SHARED DISPOSITIVE POWER None (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,407,801 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.6% (See Item 5)	
14.	TYPE OF REPORTING PERSON* OO – Limited Liability Company	

* See Instructions

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Red Mountain Capital Management, Inc.	13-4057186
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* AF (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
Number of shares beneficially owned by each reporting person with:	7	SOLE VOTING POWER 2,435,877 shares (See Item 5)
	8	SHARED VOTING POWER None (See Item 5)
	9	SOLE DISPOSITIVE POWER 2,435,877 shares (See Item 5)
	10	SHARED DISPOSITIVE POWER None (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,435,877 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 12.8% (See Item 5)	
14.	TYPE OF REPORTING PERSON* CO – Corporation	

* See Instructions

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	
	Willem Mesdag	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS* AF (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION U.S. Citizen	
Number of shares beneficially owned by each reporting person with:	7	SOLE VOTING POWER 2,471,067 shares (See Item 5)
	8	SHARED VOTING POWER None (See Item 5)
	9	SOLE DISPOSITIVE POWER 2,471,067 shares (See Item 5)
	10	SHARED DISPOSITIVE POWER None (See Item 5)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,471,067 shares (See Item 5)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.0% (See Item 5)	
14.	TYPE OF REPORTING PERSON* IN – Individual	

* See Instructions

This Amendment No. 8 amends and supplements the Schedule 13D filed with the Securities and Exchange Commission (the "SEC") on November 20, 2006, as amended by Amendment No. 1 thereto, filed with the SEC on January 25, 2007, by Amendment No. 2 thereto, filed with the SEC on February 13, 2007, Amendment No. 3 thereto, filed with the SEC on December 10, 2008, Amendment No. 4 thereto, filed with the SEC on May 28, 2009, Amendment No. 5 thereto, filed with the SEC on September 20, 2012, Amendment No. 6 thereto, filed with the SEC on October 1, 2012, and Amendment No. 7 thereto, filed with the SEC on March 11, 2013 (together, this "Schedule 13D"), by (i) Red Mountain Capital Partners LLC, a Delaware limited liability company ("RMCP LLC"), (ii) Red Mountain Partners, L.P., a Delaware limited partnership ("RMP"), (iii) RMCP GP LLC, a Delaware limited liability company ("RMCP GP"), (iv) Red Mountain Capital Management, Inc., a Delaware corporation ("RMCM"), and (v) Willem Mesdag, a natural person and citizen of the United States of America, with respect to the common stock, no par value (the "Common Stock"), of Nature's Sunshine Products, Inc., a Utah corporation ("Nature's Sunshine"). The filing of any amendment to this Schedule 13D (including the filing of this Amendment No. 8) shall not be construed to be an admission by the Reporting Persons that a material change has occurred in the facts set forth in this Schedule 13D or that such amendment is required under Rule 13d-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

RMCP LLC, RMP and RMCP GP are sometimes collectively referred to herein as "Red Mountain." Red Mountain, RMCM and Mr. Mesdag are sometimes collectively referred to herein as the "Reporting Persons."

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

Item 3 of this Schedule 13D is hereby amended to include the following information:

Between March 12, 2013 and March 19, 2013, RMP purchased an aggregate of 60,864 shares of Common Stock on the open market at an aggregate purchase price (excluding trading commissions and related administrative costs) of \$931,884.13. The source of funds used by RMP to purchase such shares was working capital of RMP.

As of July 26, 2013, in connection with his departure from the board of directors of Nature's Sunshine, Mr. Genender transferred to RMCP LLC (i) 3,076 shares of Common Stock issued under restricted stock units awarded to Mr. Genender in connection with his service on the board of directors of Nature's Sunshine and (ii) fully vested options to purchase 25,000 shares of Common Stock awarded to Mr. Genender in connection with his service on the board of directors of Nature's Sunshine. As of July 26, 2013, RMCP LLC exercised such options in full and was issued 25,000 shares of Common Stock, at an aggregate exercise price of \$222,000. The source of funds used by RMCP LLC to exercise such options was working capital of RMCP LLC.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

Items 5(a) and 5(b) of this Schedule 13D are hereby amended and restated as follows:

- (a)-(b) RMP beneficially owns, in the aggregate, 2,407,801 shares of Common Stock, which represent approximately 12.6% of the outstanding Common Stock⁽¹⁾ RMP has the sole power to vote or direct the vote, and the sole power to dispose or direct the disposition, of all such 2,407,801 shares of Common Stock.

⁽¹⁾ All calculations of percentage ownership in this Schedule 13D are based on (i) the 16,202,840 shares of Common Stock outstanding as of July 25, 2014, as reported in the Form 10-Q which was filed by Nature's Sunshine with the Securities and Exchange Commission on August 7, 2014, plus (ii) the 2,854,000 shares of Common Stock reported by Nature's Sunshine to have been issued in August 2014 in a private placement. In addition, the calculation of Mr. Mesdag's percentage ownership also includes the 35,190 shares of Common Stock receivable upon exercise of his stock options and issuable pursuant to his restricted stock units.

RMCP LLC also beneficially owns, in the aggregate, 28,076 shares of Common Stock. RMCP LLC has the sole power to vote or direct the vote, and the sole power to dispose or direct the disposition, of all such 28,076 shares of Common Stock. When aggregated together, the shares of Common Stock beneficially owned by RMP and RMCP LLC total 2,435,877, which represent approximately 12.8% of the total outstanding Common Stock.

Mr. Mesdag also holds fully vested options to purchase 25,000 shares of Common Stock and restricted stock units representing a contingent right to receive 10,190 shares of Common Stock.

Because each of RMCP GP, RMCP LLC, RMCM and Mr. Mesdag may be deemed to control RMP, each of RMCP GP, RMCP LLC, RMCM and Mr. Mesdag may be deemed to beneficially own, and to have the power to vote or direct the vote, or dispose or direct the disposition of, all of the Common Stock beneficially owned by RMP.

Each of RMCP LLC, RMP and RMCP GP affirms membership in a group with each other but disclaims membership in a group with RMCM or Mr. Mesdag. Each of RMCM and Mr. Mesdag disclaims membership in a group with any person.

The filing of this Schedule 13D shall not be construed as an admission that any Reporting Person is the beneficial owner of any of the shares of Common Stock that such Reporting Person may be deemed to beneficially own. Without limiting the foregoing sentence, each of RMCM and Mr. Mesdag disclaims beneficial ownership of all shares of Common Stock reported in this Schedule 13D. In addition, the filing of this Schedule 13D shall not be construed as an admission that any partner, member, director, officer or affiliate of any Reporting Person is the beneficial owner of any of the shares of Common Stock that such partner, member, director, officer or affiliate may be deemed to beneficially own. Without limiting the foregoing sentence, Mr. Teets disclaims beneficial ownership of all shares of Common Stock reported in this Schedule 13D.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Item 6 of this Schedule 13D is hereby amended to include the following information:

RMCP LLC and Nature's Sunshine entered into a confidentiality and standstill agreement (the "Confidentiality and Standstill Agreement") on August 25, 2014, pursuant to which Nature's Sunshine has agreed to provide RMCP LLC with certain information about Nature's Sunshine on a confidential basis and RMCP LLC has agreed to certain standstill provisions. The standstill provisions include limitations on the ability of Red Mountain to (i) acquire more than 19.99% of the issued and outstanding Common Stock, (ii) solicit proxies to vote any Common Stock, (iii) submit a proposal to Nature's Sunshine for any extraordinary transaction involving Nature's Sunshine or any of its securities or assets, or (iv) seek to control or influence the board of directors or management or policies of Nature's Sunshine. Unless terminated earlier pursuant to the provisions of the Confidentiality and Standstill Agreement, the standstill provisions expire on the earlier to occur of (x) August 21, 2018 or (y) the later of (a) June 30, 2015 or (b) three months after the date upon which no persons affiliated with Red Mountain is serving on the Nature's Sunshine board of directors; provided that the limitations on Red Mountain's ability to acquire more than 19.99% of the issued and outstanding Common Stock expire on the earlier of (X) August 21, 2018 or (Y) the later of (A) June 30, 2015 or (B) the date upon which no persons affiliated with Red Mountain is serving on the DXLG board of directors.

The foregoing description of the Confidentiality and Standstill Agreement is a summary only and is qualified in its entirety by reference to the full text of the Confidentiality and Standstill Agreement, which is filed as Exhibit 5 to this Schedule 13D and is hereby incorporated herein by reference.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS.

Item 7 of this Schedule 13D is hereby amended to include the following information:

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
5	Confidentiality and Standstill Agreement dated as of August 25, 2014, by and between Nature's Sunshine Products, Inc. and Red Mountain Capital Partners LLC (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 28, 2014

RED MOUNTAIN CAPITAL PARTNERS LLC

/s/ Willem Mesdag

By: Willem Mesdag

Title: Authorized Signatory

RED MOUNTAIN PARTNERS, L.P.

By: RMCP GP LLC, its general partner

/s/ Willem Mesdag

By: Willem Mesdag

Title: Authorized Signatory

RMCP GP LLC

/s/ Willem Mesdag

By: Willem Mesdag

Title: Authorized Signatory

RED MOUNTAIN CAPITAL MANAGEMENT, INC.

/s/ Willem Mesdag

By: Willem Mesdag

Title: President

WILLEM MESDAG

/s/ Willem Mesdag

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
1	Joint Filing Agreement dated as of November 20, 2006, by and among the Reporting Persons (incorporated by reference to Exhibit 1 to the Schedule 13D filed by certain of the Reporting Persons with the SEC on November 20, 2006).
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. (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by Nature's Sunshine with the SEC on May 28, 2009).
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. (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by Nature's Sunshine with the SEC on May 28, 2009).
4	Joint Filing Agreement dated as of March 11, 2013, by and among the Reporting Persons (incorporated by reference to Exhibit 4 to Amendment No. 7 to the Schedule 13D filed by the Reporting Persons with the SEC on March 11, 2013).
5	Confidentiality and Standstill Agreement dated as of August 25, 2014, by and between Nature's Sunshine Products, Inc. and Red Mountain Capital Partners LLC (filed herewith).

August 25, 2014

Red Mountain Capital Partners LLC
10100 Santa Monica Boulevard, Suite 925
Los Angeles, California 90067

Ladies and Gentlemen:

1. Red Mountain Capital Partners LLC, a Delaware limited liability company ("Red Mountain"), and Nature's Sunshine Products, Inc., a Utah corporation (the "Company" and, together with Red Mountain, the "Parties"), understand and agree that, subject to the terms of, and in accordance with, this letter agreement, the Company has provided, in connection with Will Mesdag's service on the board of the directors of the Company (the "Board"), and expects to continue to provide Red Mountain with certain information about its finances, businesses and operations (including certain financial information and the information and materials provided or made available to the Board during the time when any person affiliated with Red Mountain serves on the Board); provided that nothing in this letter agreement obligates the Company to disclose any information if such disclosure would be unlawful or result in a breach by the Company or one of its subsidiaries of a confidentiality agreement with a third party. Any such information provided by the Company shall be used by Red Mountain and its Affiliates (as defined below) solely to enable Red Mountain and its Affiliates to make non-publicly disclosed suggestions to the Board regarding the Company's ongoing business and corporate strategies and policies.

2. All information about the Company or any third party that is furnished by the Company or its Representatives (as defined below) to Red Mountain before the date hereof, now or in the future, and regardless of the manner in which it is furnished, is referred to in this letter agreement as "Proprietary Information". Proprietary Information does not include, however, any information that (i) is or becomes generally available to the public other than as a result of a disclosure by Red Mountain, any of its Affiliates or any of their respective Representatives in violation of this letter agreement; (ii) was available to Red Mountain, any of its Affiliates or any of their respective Representatives on a non-confidential basis prior to its disclosure by the Company or its Representatives; (iii) becomes available to Red Mountain, any of its Affiliates or any of their respective Representatives from a person other than the Company or its Representatives who is not subject to any legally binding obligation to keep such information confidential; or (iv) was independently developed by Red Mountain, any of its Affiliates or any of their respective Representatives without reference to or use of the Proprietary Information. For purposes of this letter agreement, (x) "Affiliates" of Red Mountain shall mean (A) Red Mountain Partners, L.P., a Delaware limited partnership, (B) RMCP GP LLC, a Delaware limited liability company, (C) Red Mountain Capital Management, Inc., (D) Mr. Mesdag, and (E) any other current or future person that falls within the definition of "affiliate" under the Securities and Exchange Act of 1934, as amended, (y) "Representative" shall mean, as to any person, its directors, officers, employees, agents and attorneys; and (z) "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.

3. Subject to paragraph 4 below, unless otherwise agreed to in writing by the Company, Red Mountain shall, (i) except as required by law, keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any person (other than to its Affiliates, its Representatives and Representatives of its Affiliates who have a need to know such information for purposes of assisting in Red Mountain's evaluation of the Company, provided that each such Affiliate and Representative shall keep confidential all Proprietary Information that is so disclosed or revealed to him or her in accordance with Red Mountain's confidentiality obligations hereunder with respect to such Proprietary Information); (ii) not use Proprietary Information for any purpose other than enabling Red Mountain to make non-publicly disclosed suggestions to the Board regarding the Company's ongoing business and corporate strategies and policies; and (iii) except as required by law or legal process, not disclose to any person the fact that Proprietary Information has been disclosed to Red Mountain, provided that, for the avoidance of doubt, the disclosure of the existence of this letter agreement and the filing of this letter agreement as an exhibit to any Schedule 13D or amendment thereto shall not be deemed to be a breach of the foregoing clause (iii). Red Mountain will be responsible for any violation of the confidentiality provisions of this letter agreement by its Affiliates, its Representatives and the Representatives of its Affiliates as if they were parties hereto. The obligations of Red Mountain contained in this paragraph 3 to keep Proprietary Information confidential shall survive any termination or expiration of this letter agreement solely for a period of 18 months from and after such termination or expiration.

4. In the event that Red Mountain, any of its Affiliates or any of their respective Representatives is requested pursuant to, or required by, applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any national securities exchange, market or automated quotation system applicable to Red Mountain or any of its Affiliates) or by legal process to disclose any Proprietary Information, Red Mountain shall provide the Company with prompt notice of such request or requirement in order to enable the Company (i) to seek an appropriate protective order or other remedy, (ii) to consult with Red Mountain with respect to the Company's taking steps to resist or narrow the scope of such request or legal process or (iii) to waive compliance, in whole or in part, with the terms of this letter agreement. In the event that such protective order or other remedy is not timely sought or obtained, or the Company waives compliance, in whole or in part, with the terms of this letter agreement, Red Mountain shall (x) use commercially reasonable efforts to disclose only that portion of the Proprietary Information which is, in the opinion of outside legal counsel, legally required to be disclosed and to ensure that all Proprietary Information that is so disclosed will be accorded confidential treatment and (y) provide the Company with the text of such required disclosure as far in advance of its disclosure as reasonably practicable and consider in good faith the Company's suggestions concerning the nature and scope of the information to be contained therein. In the event that Red Mountain shall have complied, in all material respects, with the provisions of this paragraph 4, such disclosure may be made by Red Mountain, such Affiliate or such Representative, as applicable, without any liability hereunder.

5. For a period commencing on the date of this letter agreement and ending on the earlier of (x) the later to occur of (i) June 30, 2015 or (ii) (A) the date upon which no persons affiliated with Red Mountain are serving on the Board (in the case of subparagraph (a) below) and (B) three months after such date (in the case of subparagraphs (b) through (h) below) and (y) the date that is four years after August 21, 2014, none of Red Mountain or any person affiliated with Red Mountain shall, without the prior written consent of the Company or the Board, directly or indirectly:

- (a) acquire, offer to acquire, or agree to acquire, directly or indirectly, by purchase or otherwise, (i) any additional common stock of the Company or direct or indirect rights to acquire common stock of the Company, such that Red Mountain, its Affiliates and any other person affiliated with Red Mountain collectively would beneficially own, directly or indirectly, for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 13d-3 thereunder (or any comparable or successor law or regulation), after giving effect to such acquisition, in excess of 19.99% of the amount of the issued and outstanding common stock of the Company, provided that, for the avoidance of doubt, any increase in percentage beneficial ownership of common stock of the Company beyond 19.99% that is caused by a reduction in the number of issued and outstanding common stock of the Company from time to time shall not be deemed to be a violation of this subparagraph (a), or (ii) any assets of the Company or any subsidiary thereof or any successor to or person in control of the Company;
- (b) make, or in any way participate, directly or indirectly, in any "solicitation" of "proxies" to vote (as such terms are used in the rules of the Securities and Exchange Commission), or seek to advise or influence any person or entity with respect to the voting of any voting securities of the Company;
- (c) nominate, or seek to nominate, directly or indirectly, any person to the Board;
- (d) make any public announcement with respect to, or submit a proposal for, or offer of (with or without conditions) any extraordinary transaction involving the Company or any of its securities or assets (including, for the avoidance of doubt and without limitation, a tender offer);
- (e) form, join or in any way participate in a "group" as defined in Section 13(d)(3) of the Exchange Act in connection with any of the foregoing provided that, for the avoidance of doubt, the existence of a group consisting of Red Mountain, its Affiliates and other persons affiliated with Red Mountain shall not be deemed to be a violation of this subparagraph (e);

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- (f) otherwise act or seek to control or influence the Board or the management or policies of the Company provided that the taking of any action described in subparagraph (a) after the expiration of the restrictions thereunder shall not, by itself, be deemed a violation of this subparagraph (f); or
 - (g) take any action that could reasonably be expected to require the Company to make a public announcement regarding the possibility of any of the events described in subparagraphs (a) through (e) above (provided that the taking of any action described in subparagraph (a) after the expiration of the restrictions thereunder shall not, by itself, be deemed a violation of this subparagraph (g)).

For the avoidance of doubt, if Mr. Mesdag or any other person affiliated with Red Mountain serves on the Board, the provisions of this paragraph 5 are not intended to be construed to limit Mr. Mesdag or such person's confidential communications with the Company or the Board in his capacity as a member of the Board.

6. Notwithstanding anything to the contrary herein, Red Mountain may, in its sole discretion, terminate the provisions of paragraph 5 of this letter agreement (including all restrictions thereunder on the activities in which Red Mountain, its Affiliates and other persons affiliated with Red Mountain may engage with respect to the Company) by delivering written notice of such termination to the Company at any time after the approval by the Board of:

- (a) any sale of more than 20% of the assets of the Company and its subsidiaries, taken as a whole;
- (b) the beneficial ownership (as defined by Rule 13d-3 under the Exchange Act) by any person of more than 20% of any class of outstanding equity securities of the Company, including any equity issuance, tender offer, exchange offer or other transaction or series of transactions that, if consummated, would result in any person beneficially owning more than 20% of any class of outstanding equity securities of the Company; or
- (c) any merger, consolidation or other business combination involving the Company or any of its subsidiaries and a third party, other than any such transaction where (i) the holders of equity securities of the Company outstanding immediately prior to such transaction continue to hold a majority of the equity securities of the surviving or resulting company or its ultimate parent immediately after giving effect to the transaction, and (ii) does not otherwise involve either (A) any sale of more than 20% of the assets of the Company and its subsidiaries, taken as a whole or (B) where no person after such transaction will beneficially own (within the meaning of Rule 13d-3 under the Exchange Act) more than 20% of any class of outstanding equity securities of the Company.

7. To the extent that any Proprietary Information may include material subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the Parties understand and agree that they have a commonality of interest with respect to such matters and it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Proprietary Information provided by the Company that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under these privileges, this letter agreement, and under the joint defense doctrine. Nothing in this letter agreement obligates the Company to reveal material subject to the attorney-client privilege, work product doctrine or any other applicable privilege. For the avoidance of doubt, if Mr. Mesdag or any other person affiliated with Red Mountain serves on the Board, Mr. Mesdag or such person shall not share any legally privileged information received in Mesdag or such person's capacity as a member of the Board with Red Mountain.

8. Red Mountain acknowledges that neither the Company nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any Proprietary Information, and Red Mountain agrees that none of such persons shall have any liability to any of Red Mountain, any of its Affiliates or any of their respective Representatives relating to or arising from the use of any Proprietary Information.

9. At any time upon the request of the Company, Red Mountain shall promptly deliver to the Company or destroy (provided that any such destruction shall be certified by Red Mountain) all Proprietary Information and all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the possession of Red Mountain, any of its Affiliates or any of their respective Representatives; provided that Red Mountain, its Affiliates and their respective Representatives shall be permitted to retain a copy of such Proprietary Information to the extent such person believes in good faith that the retention of such copy is required under applicable law (including the recordkeeping requirements under the Investment Advisers Act of 1940, as amended). Red Mountain acknowledges that the Company reserves the right, in its sole discretion and without giving any reason therefor, to request the return or destruction of Proprietary Information pursuant to this paragraph 9.

10. Red Mountain is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

11. Without prejudice to the rights and remedies otherwise available to either party hereto, the Company shall be entitled to equitable relief by way of injunction or otherwise if Red Mountain, any of its Affiliates or any of their respective Representatives breaches or threatens to breach any of the provisions of this letter agreement.

12. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13. This letter agreement shall be governed by and construed in accordance with the laws of the State of Utah. Each Party hereby irrevocably and unconditionally consents to the exclusive institution and resolution of any action, suit or proceeding of any kind or nature with respect to or arising out of this letter agreement brought by any Party in the U.S. federal and Utah state courts located in the state of Utah. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this letter agreement in such court, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The Parties agree that a final judgment in any such dispute shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by law.

14. This letter agreement contains the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, understandings, arrangements and discussions between the Parties regarding such subject matter.

15. No provision in this letter agreement can be waived, modified or amended except by written consent of the Parties, which consent shall specifically refer to the provision to be waived, modified or amended.

16. If any provision of this letter agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this letter agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.

17. This letter agreement shall inure to the benefit of, and be enforceable by, the Company and its successors and assigns. Red Mountain agrees and acknowledge that this letter agreement is being entered into by and on behalf of the Company and its affiliates, subsidiaries and divisions and that they shall be third party beneficiaries hereof, having all rights to enforce this letter agreement. Red Mountain further agrees that, except for such parties, nothing herein expressed or implied is intended to confer upon or give any rights or remedies to any other person under or by reason of this letter agreement.

18. This letter agreement shall terminate automatically upon the later to occur of (i) June 30, 2015 or (ii) the date upon which no persons affiliated with Red Mountain are serving on the Board; provided that Red Mountain's obligations under paragraphs 3 and 5 shall terminate as provided for therein and in paragraph 6.

19. This letter agreement may be executed in two or more counterparts (including by fax and .pdf), which together shall constitute a single agreement.

Please confirm your agreement with the foregoing by signing and returning this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement.

Very truly yours,

NATURE'S SUNSHINE
PRODUCTS, INC.

By: /s/ Richard Strulson
Name: Richard Strulson
Title: EVP, GC, CCO

ACCEPTED AND AGREED as of the date first written above:

RED MOUNTAIN CAPITAL PARTNERS LLC

By: /s/ Willem Mesdag
Name: Willem Mesdag
Title: Managing Partner

[Signature Page to Letter Agreement]