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

FORM 8-K

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

Date of Report (Date of earliest event reported): **November 18, 2026**

NATURE'S SUNSHINE PRODUCTS, INC.

(Exact name of registrant specified in its charter)

Utah	**001-34483**	**87-0327982**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2901 West Bluegrass Blvd., Suite 100
Lehi, Utah 84043
(Address of principal executive offices and zip code)

Registrant's telephone, including area code: **(801) 341-7900**

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, no par value	NATR	Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§203.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.
☐

Item 1.01 Entry into a Material Definitive Agreement

On November 18, 2026, Nature's Sunshine Products, Inc. (the "Company"), as borrower, and Bank of America, N.A. (the "Bank"), as lender, entered into an Amended and Restated Loan Agreement (the "Amended Agreement"). The Amended Agreement amends and restates in its entirety the Loan Agreement, dated as of July 11, 2017, between the Company and the Bank, as amended, supplemented, restated or otherwise modified before November 18, 2026 (the "Loan Agreement"). Any indebtedness outstanding under the Loan Agreement immediately before the effectiveness of the Amended Agreement is continued under the Amended Agreement without repayment or novation. The Amended Agreement also preserves the Bank's existing liens, security interests, guaranties and other rights, subject to the terms of the Agreement and related loan documents.

The Amended Agreement (i) extends the availability period of the revolving line of credit to July 1, 2031, (ii) provides that a change of control, as defined in the Amended Agreement, is an event of default, (iii) permits the Company to make investments in or loans to excluded subsidiaries up to caps of $10.0 million and $3.0 million, respectively, and (iv) makes other updating and conforming edits to the Loan Agreement.

The Amended Agreement contains customary representations and warranties, affirmative and negative covenants and events of default. Upon the occurrence and continuation of an event of default, the Bank may terminate further extensions of credit, declare all obligations immediately due and payable and exercise remedies under the loan documents and applicable law. Certain bankruptcy-related events result in automatic acceleration.

The foregoing description of the Amended Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

To the extent required by Item 2.03 of Form 8-K, the information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

Item No.	Exhibit
10.1	Amended and Restated Loan Agreement, dated as of November 18, 2026, between Nature's Sunshine Products, Inc. and Bank of America, N.A.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

NATURE'S SUNSHINE PRODUCTS, INC.

Dated: November 20, 2026

By: ***/s/ Nathan G. Brower***

Nathan G. Brower, Executive Vice President, General Counsel and Corporate Secretary

EXECUTION VERSION

AMENDED AND RESTATED LOAN AGREEMENT

This Amended and Restated Loan Agreement (the "Agreement") dated as of November 18, 2026, is between Bank of America, N.A. (the "Bank") and Nature's Sunshine Products, Inc. (the "Borrower").

RECITALS

A. The Bank previously extended to the Borrower a revolving line of credit in the maximum principal amount of $25,000,000 (the "Existing Line of Credit") pursuant to a Loan Agreement entered into as of July 11, 2017 (the "Original Closing Date") between the Bank and the Borrower (as amended, supplemented, restated or otherwise modified prior to the date hereof, the "Existing Loan Agreement").

B. The Existing Line of Credit and the obligations of the Borrower and the other Obligors (as defined in the Existing Loan Agreement) under the Existing Loan Agreement and the other Existing Loan Documents (as defined herein) (collectively, the "Existing Obligations") are secured by, among other things, the following documents (as each may have been amended, supplemented, restated or otherwise modified prior to the date hereof, collectively, the "Existing Collateral Documents"): (i) a Security Agreement dated as of the Original Closing Date among the Borrower, Quality Nutrition International LLC and Synergy Worldwide, Inc., as pledgors, and the Bank and (ii) a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the Original Closing Date by the Borrower, as trustor, for the benefit of the Bank, as beneficiary.

C. The Existing Obligations are guaranteed pursuant to a Continuing and Unconditional Guaranty dated as of the Original Closing Date by Quality Nutrition International LLC and Synergy Worldwide, Inc. in favor of the Bank (as amended, supplemented, restated or otherwise modified prior to the date hereof, collectively, the "Existing Guaranty").

D. The Borrower and the Bank desire to enter into this Agreement for the purposes of, among other things, amending and restating the Existing Loan Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

In addition to the terms which are defined elsewhere in this Agreement, the following terms have the meanings indicated for the purposes of this Agreement:

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Change of Control" means an event or series of events by which:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire,

whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 35% or more of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis (and taking into account all such securities that such "person" or "group" has the right to acquire pursuant to any option right); or

(b) during any period of twenty-four (24) consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first (1st) day of such period, (ii) whose election or nomination to that board or equivalent governing body was nominated, appointed or approved by individuals referred to in clause (i) above constituting, at the time of such election or nomination, at least a majority of that board or equivalent governing body, or (iii) whose election or nomination to that board or other equivalent governing body was nominated, appointed or approved by individuals referred to in clauses (i) and (ii) above constituting, at the time of such election or nomination, at least a majority of that board or equivalent governing body.

"Civil Asset Forfeiture Reform Act" means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

"Compliance Certificate" means a compliance certificate of the Borrower substantially in the form of Exhibit A attached to this Agreement, signed by an authorized financial officer of the Borrower.

"Controlled Substances Act" means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

"EBITDA" means the Borrower's and its consolidated subsidiaries' net income from continuing operations before income taxes, depreciation, amortization, share-based compensation expense, interest expense, and plus loss or less gain from non-cash foreign exchange transactions and plus losses or less gains from such extraordinary items as may be mutually agreed in writing between the Parties from time to time.

"Environmental Agreement" means the environmental indemnity agreement dated as of the Original Closing Date executed by the Borrower and each Guarantor in favor of the Bank pertaining to the Real Property, as the same may from time to time be extended, amended, restated or otherwise modified. The Environmental Agreement is unsecured.

"Excluded Subsidiary" means any Related Party that is not an Obligor.

"Existing Loan Documents" means the Existing Loan Agreement, the Existing Collateral Documents, the Existing Guaranty, and all other Loan Documents (as defined in the Existing Loan Agreement), as the same may have been extended, amended, restated or otherwise modified.

"Flood Insurance Laws" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, and (c) the National Flood Insurance Reform Act of 1994, and any regulations promulgated pursuant thereto, each as amended and together with any successor law of such type.

"Guarantor" means any person, if any, providing a guaranty with respect to the obligations hereunder, including, as of the Original Closing Date, Quality Nutrition International LLC and Synergy Worldwide, Inc.

"Immaterial Subsidiary" means any Excluded Subsidiary that both (i) as of the last day of the most recently ended fiscal quarter, had (A) EBITDA for the twelve-month period ending on such date or (B) total assets on such date, in each case in an amount that is less than 1.0% of the consolidated EBITDA and total assets, respectively, of the Borrower and the Related Parties for such twelve-month period or on

such date; and (ii) does not own any intellectual property rights that are material to the operations of the Borrower and the Related Parties (considered as a whole).

"Improvements" means all on-site and off-site improvements to the Land for a structure located on the Land, together with all fixtures, tenant improvements and appurtenances now or later to be located on the Land and/or in such improvements.

"Land" means the land described in and encumbered by the Mortgage.

"Mortgage" means the deed of trust or mortgage dated as of the Original Closing Date given by the Borrower or other applicable Obligor to the Bank to secure the obligations hereunder, except for obligations arising out of the Environmental Agreement, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Obligor" means any Borrower, Guarantor and/or Pledgor, or if the Borrower is comprised of the trustees of a trust, any trustor.

"Pledgor" means any person, if any, providing a pledge of collateral with respect to the obligations hereunder, including, as of the Original Closing Date, the Borrower, Quality Nutrition International LLC and Synergy Worldwide, Inc.

"Real Property" means the real property collateral securing this Agreement, including without limitation the real property described in "Collateral" section of this Agreement.

"Related Parties" means the Borrower and its direct and indirect subsidiaries, and the term "Related Party" means each or any of them individually.

"Security Agreement" means any security agreement executed by any Obligor from time to time, including, without limitation, the Amended and Restated Security Agreement dated as of the date hereof among the Bank and the Obligors, as each may be amended, supplemented, restated or otherwise modified from time to time.

2. FACILITY NO. 1: LINE OF CREDIT AMOUNT AND TERMS

2.1 Line of Credit Amount.

(a) The Borrower acknowledges and agrees that (i) pursuant to the Existing Loan Agreement, the Bank extended the Existing Line of Credit to the Borrower and (ii) upon the effectiveness hereof, without duplication of any portion of the Existing Line of Credit on the date hereof, the entire principal amount of the Existing Line of Credit outstanding immediately prior to the date hereof (such amount, if any, the "Existing Line of Credit Balance") held by the Bank shall for all purposes hereunder be deemed to constitute and be referred to, and hereby is consolidated and converted into, a portion of the Line of Credit in like amount hereunder, without constituting a novation or satisfaction of the Existing Line of Credit. During the availability period described below, the Bank will provide a line of credit to the Borrower (the "Line of Credit"). The amount of the Line of Credit (the "Facility No. 1 Commitment") is $25,000,000, as it may be increased in accordance with Section 2.1(d).

(b) This is a revolving line of credit. During the availability period, the Borrower may repay principal amounts and reborrow them.

(c) The Borrower agrees not to permit the principal balance outstanding to exceed the Facility No. 1 Commitment. If the Borrower exceeds this limit, the Borrower will immediately pay the excess to the Bank upon the Bank's demand.

(d) The Facility No. 1 Commitment may be increased as follows:

(i) Provided there exists no Default or Event of Default, upon notice to the Bank, the Borrower may, from time to time, request an increase in the Facility No. 1 Commitment by an amount (for all such requests) not exceeding $25,000,000 (a "Commitment Amount Increase"); provided that (i) any such request for a Commitment Amount Increase shall be in a minimum amount of $5,000,000, and (ii) the Borrower may make a maximum of three (3) such requests.

(ii) Promptly following receipt of a request from the Borrower under paragraph (i) above, the Bank shall notify the Borrower whether or not it has received credit approval to increase the Facility No. 1 Commitment and, if so, whether by an amount equal to or less than the amount requested by the Borrower. The Bank shall provide such notice within twenty (20) business days of receipt of a request from the Borrower. It is expressly understood and agreed that the Bank may elect or decline, in its sole discretion, to provide such Commitment Amount Increase.

(iii) If the Facility No. 1 Commitment is increased in accordance with this Section 2.1(d), the Bank and the Borrower shall determine the effective date of such Commitment Amount Increase (the "Increase Effective Date").

(iv) As a condition precedent to each Commitment Amount Increase, the Borrower shall deliver to the Bank a certificate dated as of the Increase Effective Date signed by a responsible officer of the Borrower certifying that, before and after giving effect to such Commitment Amount Increase, (A) the representations and warranties contained in Article 6 and the other related loan documents are true and correct in all material respects, on and as of the Increase Effective Date (except to the extent that any such representations and warranties (1) refer specifically to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and (2) are subject to any materiality qualifier, in which case such representations and warranties shall be true and correct in all respects), and (B) both before and immediately after giving effect to the Commitment Amount Increase, no Default or Event of Default exists. The Borrower shall deliver or cause to be delivered any other customary documents as reasonably requested by the Bank in connection with any Commitment Amount Increase.

2.2 Availability Period.

The Line of Credit is available on any banking day between the date of this Agreement and July 1, 2031, or such earlier date as the availability may terminate as provided in this Agreement (the "Facility No. 1 Expiration Date").

2.3 Repayment Terms.

(a) The Borrower will pay interest on November 30, 2026, and then on the last day of each month thereafter until payment in full of all principal outstanding under this facility. The amount of each interest payment shall be the amount of accrued interest on the Line of Credit as of the interest payment date or such earlier accrual date as indicated on the billing statement for such interest payment.

(b) The Borrower will repay in full all principal, interest or other charges outstanding under this Agreement no later than the Facility No. 1 Expiration Date.

(c) The Borrower may prepay the Line of Credit in full or in part at any time without premium or penalty. The prepayment will be applied to the most remote payment of principal due under this Agreement.

2.4 Interest Rate.

(a) The interest rate is a rate per year equal to the sum of (i) the greater of the Term SOFR Daily Floating Rate or the Index Floor, plus (ii) 1.50 percentage points. For the purposes of this paragraph, "Index Floor" means 0.00%.

(b) The "Term SOFR Daily Floating Rate" is a fluctuating rate of interest which can change on each banking day. The rate will be adjusted on each banking day to equal the Term SOFR Screen Rate two U.S. Government Securities Business Days prior to the date of determination for a one month term beginning on that date; provided that if such rate is not published prior to 11:00 a.m. Eastern time on such determination date then the Term SOFR Daily Floating Rate will be the Term SOFR Screen Rate on the first U.S. Government Securities Business Day immediately prior thereto for a one month term beginning on that date, in each case, plus the SOFR Adjustment. If at any time the Term SOFR Daily Floating Rate is less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. For purposes of this paragraph only:

i. "CME" means CME Group Benchmark Administration Limited.

ii. "SOFR" means the Secured Overnight Financing Rate as administered by the Federal Reserve Bank of New York (or a successor administrator).

iii. "SOFR Adjustment" with respect to the Term SOFR Daily Floating Rate means 0.10%.

iv. "Term SOFR Screen Rate" means the forward-looking SOFR term rate administered by CME (or any successor administrator satisfactory to the Bank) and published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Bank from time to time).

v. "U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

3. COLLATERAL

3.1 Personal Property.

Other than any "Excluded Assets" (as such term is defined in any Security Agreement), the personal property listed below now owned or owned in the future by the parties listed below will secure the Borrower's obligations to the Bank under this Agreement or, if the collateral is owned by a Guarantor, will secure the guaranty, if so indicated in the Security Agreement. The collateral is further defined in the Security Agreements executed by the owners of the collateral.

(a) Equipment and fixtures owned by each Obligor.

(b) Inventory owned by each Obligor.

(c) Receivables owned by each Obligor.

(d) Patents, trademarks and other general intangibles owned by each Obligor.

(e) All other personal property owned by each Obligor.

3.2 Real Property.

The Borrower's obligations to the Bank under this Agreement will be secured by a lien covering the following real property (including the Land and Improvements) owned by the Borrower:

1655 North Main Street
Spanish Fork, Utah 84660
Utah County Tax ID # 24-046-0063

4. LOAN ADMINISTRATION AND FEES

4.1 Fees.

The Borrower will pay to the Bank the fees set forth on Schedule A.

4.2 Collection of Payments; Payments Generally.

(a) Regularly scheduled interest and principal payments will be made by debit to a deposit account, if direct debit is provided for in this Agreement or is otherwise authorized by the Borrower. For regularly scheduled interest and principal payments not made by direct debit and for all other payments, such payments will be made by such other method as may be permitted by the Bank.

(b) Each disbursement by the Bank and each payment by the Borrower will be evidenced by records kept by the Bank which will, absent manifest error, be conclusively presumed to be correct and accurate and constitute an account stated between the Borrower and the Bank.

(c) All payments to be made by the Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff.

4.3 Borrower's Instructions.

Subject to the terms, conditions and procedures stated elsewhere in this Agreement, the Bank may honor instructions for advances or repayments and any other instructions under this Agreement given by the Borrower (if an individual), or by any one of the individuals the Bank reasonably believes is authorized to sign loan agreements on behalf of the Borrower, or any other individual(s) designated by any one of such authorized signers (each an "Authorized Individual"). The Bank may honor any such instructions made by any one of the Authorized Individuals, whether such instructions are given in writing or by telephone, telefax or Internet and intranet websites designated by the Bank with respect to separate products or services offered by the Bank.

4.4 Direct Debit.

The Borrower agrees that on the due date of any amount due under this Agreement, the Bank will debit the amount due from the Borrower's deposit account with the Bank as designated in writing by the Borrower (the "Designated Account"). Should there be insufficient funds in the Designated Account to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by the Borrower.

4.5 Banking Days.

Unless otherwise provided in this Agreement, a banking day is a day other than a Saturday, Sunday or other day on which commercial banks are authorized to close, or are in fact closed, in the state where the Bank's lending office is located, and, if such day relates to amounts bearing interest at a Reference Rate

(as defined below), in New York City. All payments and disbursements which would be due or which are received on a day which is not a banking day will be due or applied, as applicable, on the next banking day.

4.6 Additional Costs.

If there occurs any Change in Law, the result of which is to increase the cost to the Bank of making any extensions of credit under the Line of Credit (or of maintaining its obligations to make extensions of credit thereunder) or to reduce the amount receivable by the Bank hereunder in respect thereof, the Borrower will pay the Bank, on demand, such amounts as will compensate the Bank for such costs or reductions. Such costs or reductions may include, without limitation, the following:

(a) any reserve or deposit requirements (excluding any reserve requirement already reflected in the calculation of the interest rate in this Agreement); and

(b) any capital requirements relating to the Bank's assets and commitments for credit.

If the Bank makes a claim under this Section 4.6, it shall provide notice to the Borrower (x) describing in reasonable detail the nature of the event giving rise to its claim, (y) certifying the amount claimed, and (z) providing in reasonable detail the calculation of the amount claimed.

Notwithstanding anything to the contrary in this Section 4.6, the Bank shall not be entitled to compensation under this Section 4.6 with respect to any particular Change in Law unless the Bank has notified the Borrower not more than 270 days after the date on which such Change in Law occurred that the Bank intends to recover costs under this Section 4.6 with respect to such Change in Law.

"Change in Law" means the occurrence, after the date of this Agreement, of the adoption or taking effect of any new or changed law, rule, regulation or treaty, or the issuance of any request, rule, guideline or directive (whether or not having the force of law) by any governmental authority; provided that (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives issued in connection with that Act, and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

4.7 Interest Calculation.

Except as otherwise stated in this Agreement, all interest and fees, if any, will be computed on the basis of a 360-day year and the actual number of days elapsed. This results in more interest or a higher fee than if a 365-day year is used. Installments of principal which are not paid when due under this Agreement shall continue to bear interest until paid. To the extent that any calculation of interest or any fee required to be paid under this Agreement shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

4.8 Default Rate.

Upon the occurrence of any Event of Default or after maturity or after judgment has been rendered on any obligation under this Agreement, all amounts outstanding under this Agreement, including any unpaid interest, fees, or costs, will at the option of the Bank bear interest at a rate which is 2.0 percentage points higher than the rate of interest otherwise provided under this Agreement. This may result in compounding of interest. This will not constitute a waiver of any Event of Default.

4.9 Successor Rate.

If at any time an interest rate index provided for in this Agreement (a "Reference Rate") is not available at such time for any reason or the Bank makes the determination to incorporate or adopt a new interest rate index to replace such Reference Rate in credit or loan agreements, then the Bank may replace such Reference Rate with an alternate interest rate index and adjustment, if applicable, as reasonably selected by the Bank, giving due consideration to any evolving or then existing conventions for such interest rate index and adjustment (any such successor interest rate index, as adjusted, the "Successor Rate"). In connection with the implementation of any Successor Rate, the Bank will have the right, from time to time, in good faith to make any conforming, technical, administrative or operational changes to this Agreement as may be appropriate to reflect the adoption and administration thereof and, notwithstanding anything to the contrary herein or in any other loan document, any amendments to this Agreement implementing such conforming changes will become effective upon notice to the Borrower without any further action or consent of the other parties hereto. If at any time any Successor Rate is less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

5. CONDITIONS

Before the Bank is required to extend any credit to the Borrower under this Agreement, it must receive the documents and other items listed below, each in form and content reasonably acceptable to the Bank.

5.1 Authorizations.

If any Obligor is anything other than a natural person, evidence that the execution, delivery and performance by the Borrower and/or such Obligor of this Agreement and any instrument or agreement required under this Agreement have been duly authorized.

5.2 Governing Documents.

If required by the Bank, a copy of (a) the Borrower's organizational documents and (b) each other Obligor's organizational documents.

5.3 Guaranties.

An amended and restated guaranty signed by each of the following: Quality Nutrition International LLC and Synergy Worldwide, Inc.

5.4 Security Agreements.

A signed original Amended and Restated Security Agreement among the Bank and the Obligors covering the personal property collateral which the Bank requires.

5.5 Perfection and Evidence of Priority.

Evidence that the security interests and liens in favor of the Bank are valid, enforceable, properly perfected in a manner acceptable to the Bank and prior to all others' rights and interests, except Permitted Liens and other liens the Bank consents to in writing.

5.6 Payment of Fees.

Payment of all fees, expenses and other amounts due and owing to the Bank. If any fee is not paid in cash, the Bank may, in its discretion, treat the fee as a principal advance under this Agreement or deduct the fee from the loan proceeds.

5.7 KYC Information.

(a) Upon the request of the Bank, the Borrower shall have provided to the Bank, and the Bank shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act.

(b) If the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, it shall have provided a Beneficial Ownership Certification to the Bank if so requested.

5.8 Good Standing.

Certificates of good standing for the Borrower and each other Obligor from its state of formation.

5.9 Legal Opinion.

A written opinion from the Borrower's legal counsel, covering such matters as the Bank may reasonably require. The legal counsel and the terms of the opinion must be reasonably acceptable to the Bank.

5.10 Insurance.

Evidence of insurance coverage, as required in the "Covenants" section of this Agreement.

5.11 Security Instrument.

Signed and acknowledged original amendment to deed of trust, as required by the Bank, related to the deed of trust encumbering the Real Property which was executed by the Borrower in favor of the Bank on or about the Original Closing Date.

5.12 Title Insurance; Fees.

One or more endorsements (each in a form acceptable to the Bank) as the Bank may require to the ALTA lender's title insurance policy issued to the Bank on or about the date of the Original Closing Date, with only such exceptions as may be approved by the Bank. Borrower shall have paid all fees, expenses and other amounts due and owing to the title company issuing such endorsements.

6. REPRESENTATIONS AND WARRANTIES

The Borrower makes the following representations and warranties to the Bank on the date of this Agreement. Each request from the Borrower to the Bank for an extension of credit under this Agreement will constitute a representation and warranty from the Borrower to the Bank that the following representations and warranties are true and correct in all material respects as of the date of such request (except to the extent that any such representations and warranties (a) refer specifically to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and (b) are subject to any materiality qualifier, in which case such representations and warranties shall be true and correct in all respects).

6.1 Formation.

Each Obligor is duly formed and existing under the laws of the state or other jurisdiction where organized.

6.2 Authorization.

This Agreement, and any instrument or agreement required under this Agreement, are within each Obligor’s powers, have been duly authorized, and do not conflict with any of its organizational papers.

6.3 Good Standing.

In each state or other jurisdiction in which each Obligor does business, it is properly licensed, in good standing, and, where required, in compliance with fictitious name (e.g. trade name or d/b/a) statutes, except for such failures that, individually or in the aggregate, would not reasonably be expected to result in a material adverse effect to the Obligors (considered as a whole).

6.4 Government Sanctions.

(a) The Borrower represents that, except as previously disclosed to the Bank, no Obligor, nor any affiliated entities of any Obligor, including in the case of any Obligor that is not a natural person, subsidiaries, nor, to the actual knowledge of the Borrower, any owner, trustee, director, officer, employee, agent, affiliate or representative of any Obligor is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States government, including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is any Obligor located, organized or resident in a country or territory that is the subject of Sanctions.

(b) The Borrower represents and covenants that it will not, directly or indirectly, use the proceeds of the credit provided under this Agreement, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, to fund any activities of or business with any Person, or in any country or territory, in violation of, or in a manner that would cause Bank to violate, applicable law or Sanctions.

6.5 Financial Information.

All financial and other information that has been or will be supplied to the Bank is sufficiently complete to give the Bank accurate knowledge, in all material respects, of the Related Parties' financial condition, including all material contingent liabilities. Since the date of the most recent financial statement provided to the Bank, there has been no material adverse change in the business condition (financial or otherwise), operations, or properties of the Related Parties (considered as a whole). If any Related Party is comprised of the trustees of a trust, the above representations shall also pertain to the trustor(s) of the trust.

6.6 Lawsuits; Regulatory Actions. .

There is (i) no lawsuit, tax claim or other dispute pending or, to the Borrower's knowledge, threatened against any Related Party which, if lost, would materially impair the Related Parties' financial condition (considered as a whole) or the applicable Obligor's ability to repay its obligations as contemplated by this Agreement or any other agreement contemplated hereby, and (ii) no lawsuit, claim or regulatory action involving the Controlled Substances Act, anti-money laundering laws, or the Civil Asset Forfeiture Reform Act pending against the Borrower or any other Obligor (or any collateral for the obligations under this Agreement), except, in the case of (i) and (ii), as set forth on Schedule 6.6.

6.7 Other Obligations.

No Related Party is in default in any respect (to the extent that such default would have a material effect on the Related Parties taken as a whole) on any obligation for borrowed money, any purchase money obligation or any other material lease, commitment, contract, instrument or obligation.

6.8 Tax Matters.

The Borrower has no knowledge of any pending assessments or adjustments of income tax for itself or for any other Related Party for any year and all taxes due by the Related Parties have been paid.

6.9 Collateral.

All collateral pledged under the Mortgage or any Security Agreement given by the Obligors to the Bank to secure the obligations hereunder is owned by the grantor of the lien or other security interest free of any title defects or any liens or interests of others, except Permitted Liens and those which have been approved by the Bank in writing.

6.10 No Event of Default.

There is no Default or Event of Default under this Agreement.

6.11 ERISA Plans.

(a) Each Plan (other than a multiemployer plan) is in compliance in all material respects with ERISA, the Code and other federal or state law, including all applicable minimum funding standards and there have been no prohibited transactions with respect to any Plan (other than a multiemployer plan), which have resulted or could reasonably be expected to result in a material adverse effect to the Related Parties (considered as a whole).

(b) With respect to any Plan subject to Title IV of ERISA:

(i) No reportable event has occurred under Section 4043(c) of ERISA which requires notice.

(ii) No action by the Borrower or any ERISA Affiliate to terminate or withdraw from any Plan has been taken and no notice of intent to terminate a Plan has been filed under Section 4041 or 4042 of ERISA.

(c) The Borrower represents that, as of the date hereof and throughout the term of this Agreement, no Obligor is (i) an employee benefit plan subject to Title I of ERISA; (ii) a plan or account subject to Section 4975 of the Code; (iii) an entity deemed to hold “plan assets” of any such plans or accounts for purposes of ERISA or the Code; or (iv) a “governmental plan” within the meaning of ERISA.

(d) The following terms have the meanings indicated for purposes of this Agreement:

(i) "Code" means the Internal Revenue Code of 1986, as amended.

(ii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(iii) "ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code.

(iv) "Plan" means a plan within the meaning of Section 3(2) of ERISA maintained or contributed to by the Borrower or any ERISA Affiliate, including any multiemployer plan within the meaning of Section 4001(a)(3) of ERISA.

6.12 Enforceable Agreement.

This Agreement is a legal, valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms, and any instrument or agreement required under this Agreement, when executed and delivered, will be similarly legal, valid, binding and enforceable, in each case, except as limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors’ rights generally.

6.13 No Conflicts.

This Agreement does not conflict with any law, agreement, or obligation by which any Obligor is bound.

6.14 Permits, Franchises.

Each Related Party possesses all permits, memberships, franchises, contracts and licenses required and all trademark rights, trade name rights, patent rights, copyrights, and fictitious name rights necessary to enable it to conduct the business in which it is now engaged.

6.15 Insurance.

Each applicable Obligor has obtained, and maintained in effect, the insurance coverage required in the "Covenants" section of this Agreement.

6.16 Flood Zone.

None of the Improvements are located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards, or, if any portion of the Improvements is located within such area, the Borrower or other applicable Obligor has obtained the insurance prescribed herein.

6.17 Government Authorization.

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority (including, without limitation, any nation, state or other political subdivision thereof, any central bank, and any entity exercising executive, legislative, judicial, regulatory or administrative functions, and any corporation or other entity owned or controlled by any of the foregoing) is necessary or required in connection with the execution, delivery or performance by, any Obligor of this Agreement or any other instrument or agreement required hereunder, for which such Obligor is a party, except, in each case, for (a) those that have already been given or obtained and are still in full force and effect and (b) filings and recordings with respect to the collateral.

6.18 Marijuana.

The Borrower represents and covenants that the Borrower, each Guarantor, and each direct or indirect subsidiary of the Borrower or any Guarantor that is organized in a jurisdiction of the United States or that conducts business in the United States:

(a) is properly licensed and operating lawfully, in all material respects, with respect to marijuana or any other controlled substance in the United States and in each state or other jurisdiction in which such Person does business, except there shall be no violation of this Section 6.18(a) if a change of law causes the marijuana-related business of such Person to be in violation of any law if such Person promptly changes its operations to be in full compliance with such law;

(b) does not import and/or sell and does not intend to import and/or sell marijuana or any other controlled substance in the United States, except in compliance with applicable law;

(c) does not import and/or sell and does not intend to import and/or sell marijuana or any other controlled substance in a jurisdiction where such activities are prohibited by law;

(d) does not purchase and does not intend to purchase marijuana from a marijuana-related business in the United States or in any other jurisdictions, to the extent that such activities are illegal in such jurisdictions;

(e) does not partner with, invest in, or distribute marijuana or any other controlled substance to any party that purchases, sells, manufactures, or distributes marijuana or any other controlled substance in the United States, except in compliance with applicable law;

(f) does not partner with, invest in, or distribute marijuana or any other controlled substance to any party that purchases, sells, manufactures, or distributes marijuana or any other controlled substance in any jurisdictions where such activities are illegal; and

(g) will not provide testing or lab facilities to persons or companies that sell or distribute marijuana.

"controlled substance" as used in this Section means such term as defined under the Controlled Substances Act.

"Marijuana" as used in this Section means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin, except that marijuana does not include: (1) the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination; or (2) hemp, defined as the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis.

6.19 PACE Financing.

The Borrower has not entered into any Property Assessed Clean Energy ("PACE") or similar energy efficiency or renewable energy financing and has no knowledge of any pending assessments or adjustments with respect to Borrower in connection therewith.

6.20 Beneficial Ownership Certification.

The information included in the Beneficial Ownership Certification most recently provided to the Bank, if applicable, is true and correct in all material respects.

7. COVENANTS

The Borrower agrees, so long as credit is available under this Agreement and until the Bank is repaid in full, the Borrower shall, and shall cause each Related Party:

7.1 Use of Proceeds.

(a) To use the proceeds of the credit extended under this Agreement only for general corporate purposes including, but not limited to, share repurchases approved by the board of directors of the Borrower, Permitted Acquisitions, and other acquisitions or purchases of the equity interests, business, or assets of another Person with the Bank's prior written consent.

(b) The proceeds of the credit extended under this Loan Agreement may not be used directly or indirectly to purchase or carry any "margin stock" as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System, or extend credit to or invest in other parties for the purpose of purchasing or carrying any such "margin stock," or to reduce or retire any indebtedness incurred for such purpose.

7.2 Financial Information.

To provide the following financial information and statements in form and content acceptable to the Bank, and such additional financial information as reasonably requested by the Bank from time to time.

(a) Within 120 days of the Borrower's fiscal year end, the annual financial statements of the Borrower. These financial statements must be audited (with an opinion satisfactory to the Bank) by a nationally recognized Certified Public Accountant ("CPA") or another CPA reasonably acceptable to the Bank. The statements shall be prepared on a consolidated basis for the Borrower and the other Related Parties.

(b) Within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower, and within 90 days of the last fiscal quarter in each fiscal year of the Borrower, quarterly financial statements of the Borrower, certified and dated by an authorized financial officer. These financial statements may be company-prepared. The statements shall be prepared on a consolidated basis for the Borrower and the other Related Parties.

(c) Promptly after sending or receipt, copies of any management letters and material correspondence relating to management letters, sent or received by the Borrower to or from the Borrower's auditor. If no management letter is prepared, the Bank may, in its discretion, request a letter from such auditor stating that no deficiencies were noted that would otherwise be addressed in a management letter.

(d) Together with, and within the time periods specified for, the delivery of each financial statement delivered to the Bank pursuant to paragraphs (a) and (b) above, a Compliance Certificate setting forth (i) the information and computations (in sufficient detail) to establish compliance with all financial covenants at the end of the period covered by the financial statements then being furnished, (ii) a description of each direct or indirect subsidiary of any Obligor created, or the equity interests of any other person acquired, directly or indirectly, by any Obligor, during the applicable fiscal quarter covered by such Compliance Certificate and (iii) whether there existed as of the date of such financial statements and whether there exists as of the date of the certificate, any Default or Event of Default under this Agreement applicable to the party submitting the information and, if any such Default or Event of Default exists, specifying the nature thereof and the action the Borrower is taking and proposes to take with respect thereto.

(e) The budget (including a capital expenditures budget) of the Borrower, prepared on a quarterly basis for the upcoming fiscal year of the Borrower and otherwise in form and content acceptable to the Bank, within 90 days after the end of each fiscal year of the Borrower.

(f) Promptly after the Bank's request, such other books, records, statements, lists of property and accounts, budgets, forecasts or reports as to the Borrower and as to each other Obligor as the Bank may reasonably request.

7.3 Funded Debt to EBITDA Ratio.

To maintain, at the times and pursuant to the terms set forth below, and on a consolidated basis for the Borrower and consolidated subsidiaries, a ratio of Funded Debt to EBITDA not exceeding 2.0:1.0.

"Funded Debt" means the aggregate principal amount of all outstanding liabilities for borrowed money and other interest-bearing liabilities, including current and long term debt, less the non-current portion of Subordinated Liabilities.

"Subordinated Liabilities" means liabilities subordinated to the Borrower's obligations to the Bank in a manner acceptable to the Bank in its sole discretion.

This covenant will be tested at the end of each reporting period for which the Bank requires financial statements, beginning with the fiscal quarter of the Borrower ending September 30, 2017, using the EBITDA of the twelve-month period ending with that reporting period and the Funded Debt outstanding on the date of determination.

7.4 Basic Fixed Charge Coverage Ratio.

To maintain, at the times and pursuant to the terms set forth below, and on a consolidated basis for the Borrower and consolidated subsidiaries, a Basic Fixed Charge Coverage Ratio of at least 1.25:1.0.

"Basic Fixed Charge Coverage Ratio" means the ratio of (a) EBITDA less Maintenance Capital Expenditures to (b) the sum of interest expense, the current portion of long term debt (not including the Line of Credit), the current portion of capitalized lease obligations, cash income tax expense and dividends, withdrawals, and other distributions (not including share repurchases).

"Maintenance Capital Expenditures" means expenditures to replace existing fixed or capital assets (including pursuant to capital leases) undertaken to sustain current revenue and profitability.

This covenant will be tested at the end of each reporting period for which the Bank requires financial statements, using the results of the twelve-month period ending with that reporting period. The current portion of long-term liabilities will be measured as of the last day of the calculation period.

7.5 Reserved.

7.6 Bank as Principal Depository.

To maintain the Bank or one of its affiliates as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts, as determined on a consolidated basis.

7.7 Other Debts.

Not to have outstanding or incur any direct indebtedness for borrowed money, the deferred purchase price for property or services, or lease obligations (other than, in each case, those to the Bank or to any affiliate of the Bank) (collectively, "Debt"), or become liable for the Debt of others, without the Bank's written consent. For purposes of this Agreement, Banc of America Leasing & Capital, LLC ("BALC") shall be deemed to be an affiliate of the Bank. This does not prohibit:

(a) Acquiring goods, supplies, or merchandise on normal trade credit.

(b) Debt in existence on the date of this Agreement and listed on Schedule 7.7, and refinancings of such Debt that do not increase the principal amount of such Debt outstanding.

(c) Additional Debt for the acquisition of fixed assets, to the extent permitted elsewhere in this Agreement.

(d) Leases for real property entered into in the ordinary course of business.

(e) Other Debt in the aggregate principal amount outstanding at any time not to exceed $6,000,000.

7.8 Other Liens.

Not to create, assume, or allow any security interest or lien (including judicial liens) on property each Related Party now or later owns without the Bank's written consent. This does not prohibit the following (collectively, "Permitted Liens"):

(a) Liens and security interests in favor of the Bank or any affiliate of the Bank.

(b) Liens for taxes not yet due or that are being contested in good faith and by appropriate proceedings and as to which adequate reserves are maintained in accordance with GAAP.

(c) Liens outstanding on the date of this Agreement and listed on Schedule 7.8.

(d) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other similar liens imposed by law, arising in the ordinary course of business that are not overdue by more than 30 days or that are being contested in good faith and by appropriate proceedings and as to which adequate reserves are maintained in accordance with GAAP.

(e) Pledges, deposits and other liens (i) made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations and (ii) securing liability for reimbursement or indemnification obligations of insurance carriers providing insurance to an Obligor.

(f) Liens in favor of lessors securing operating leases that are not prohibited by this Agreement.

(g) Judgment or other similar liens in connection with legal proceedings in the aggregate principal amount net of amounts for which insurance providers are providing coverage up to $500,000 and that do not constitute an Event of Default.

(h) Any other liens on property not otherwise permitted by this Section 7.8 so long as the lesser of (i) the aggregate principal amount of the obligations secured thereby and (ii) the aggregate fair market value of the assets subject thereto does not exceed $500,000 at any time outstanding.

7.9 Maintenance of Assets.

(a) Not to sell, assign, lease, transfer or otherwise dispose of any part of any Related Party's business or any Related Party's assets except:

(i) inventory and immaterial assets sold in the ordinary course of such Related Party's business;

(ii) money or cash in a manner not otherwise prohibited by this Agreement;

(iii) machinery or equipment no longer useful in the business of any Related Party;

(iv) assets transferred (A) by any Related Party to any Obligor or (B) by any Excluded Subsidiary to another Excluded Subsidiary;

(v) in connection with making Investments permitted under Section 7.10 hereof, or Loans permitted under Section 7.11 hereof;

(vi) any involuntary taking or condemnation of property by a governmental authority that does not result in an Event of Default under Section 9.11 hereof;

(vii) declarations of dividends on, and redemptions or other purchases of, the Borrower's common stock;

(viii) dispositions of other assets at fair market value; and

(ix) immaterial intellectual property no longer useful in the business of any Related Party.

(b) Not to enter into any sale and leaseback agreement covering any of its fixed assets.

(c) To maintain and preserve all rights, privileges, and franchises any Related Party has that are material to such Related Party's business, except where such failures, individually or in the aggregate, would not reasonably be expected to result in a material adverse effect to the Related Parties (considered as a whole).

(d) To make any repairs, renewals, or replacements to keep each Related Party's properties in good working condition, ordinary wear and tear excepted.

(e) To execute and deliver such documents as the Bank deems necessary to create, perfect and continue the security interests contemplated by this Agreement.

7.10 Investments.

Not to have any existing, or make any new, investments in any individual or entity, or make any capital contributions (collectively, "Investments") to any individual or entity, except for:

(a) Existing Investments listed on Schedule 7.10, including, without limitation, in the Borrower's direct or indirect subsidiaries.

(b) Investments in any of the following:

(i) time deposits and certificates of deposit;

(ii) U.S. treasury bills and other obligations of or fully guaranteed or insured by the federal government or any instrumentality thereof;

(iii) readily marketable securities (including commercial paper, but excluding restricted stock and stock subject to the provisions of Rule 144 of the Securities and Exchange Commission);

(iv) commercial paper issued by any issuer rated at least A-1 by S&P or at least P-1 by Moody's; and

(v) investments in money market funds substantially all of whose assets are comprised of assets of the type described in clauses (i) through (iv) above.

(c) Loans, advances and other extensions of credit permitted under Section 7.11 hereof.

(d) (i) Investments in any Obligor; and (ii) Investments in Excluded Subsidiaries in an aggregate amount invested from the date hereof not to exceed $10,000,000.

(e) The acquisition of all or substantially all of the equity interests with ordinary voting power of another Person, or all or substantially all of the assets of another Person, or the acquisition of material intellectual property from a Person, provided that the Borrower gives written notice thereof to the Bank not less than ten (10) days prior to the consummation thereof (or such shorter period of time as agreed to by the Bank in its reasonable discretion) and, provided further that at the time thereof and after giving effect thereto: (i) no Event of Default has occurred and is continuing or would result from such acquisition, (ii) the aggregate amount of consideration paid by the applicable Related Party does not exceed $5,000,000 on a cumulative basis for all such acquisitions after the date of this Agreement, (iii) the Borrower would be in pro forma compliance with the financial covenants under this Agreement for the most recent calculation period if such acquisition had been completed on the first day of such calculation period, and (iv) if any such

acquisition results in the creation or acquisition of a direct or indirect domestic subsidiary of the Borrower, the Borrower shall, and shall cause any such subsidiary, to comply with the provisions of Section 7.26 hereof (a "Permitted Acquisition").

7.11 Loans.

Not to make any loans, advances or other extensions of credit ("Loans") to any individual or entity, except for:

(a) Existing Loans listed on Schedule 7.11.

(b) (i) Loans to any Obligor; and (ii) Loans to Excluded Subsidiaries in an aggregate amount at any time outstanding not to exceed $3,000,000.

(c) Loans in the nature of accounts receivable, notes receivable or other extensions of trade credit arising from the sale or lease of goods or services in the ordinary course of business to non-affiliated entities.

7.12 Change of Management.

Within four banking days after any event described in Item 5.02 of Form 8-K occurs with respect to the Borrower, other than an event described in clause (e) or (f) of that Item, the Borrower shall provide to the Bank the applicable notice and disclosure required under Form 8-K with respect to such events.

7.13 Change of Ownership.

Not to cause, permit, or suffer any change in ownership of any direct or indirect subsidiary of the Borrower, such that the Borrower ceases to own and control, directly or indirectly, a majority of the capital ownership of such subsidiary.

7.14 Additional Negative Covenants.

Not to, without the Bank's written consent:

(a) Enter into any consolidation, merger, or other combination unless (i) an Obligor is the survivor thereof or (ii) with respect to any Excluded Subsidiary, an Excluded Subsidiary is the survivor thereof.

(b) Acquire or purchase a business or its assets other than a Permitted Acquisition.

(c) Engage in any business activities substantially different from the Related Parties' present business.

(d) Liquidate or dissolve any Related Party's business (except (i) with respect to any Immaterial Subsidiary or (ii) pursuant to Section 7.14(a) hereof); provided that no more than five Immaterial Subsidiaries may be liquidated or dissolved under this clause (d) or have their business suspended or closed under clause (f) below during the period commencing on the date hereof and ending on the Facility No. 1 Expiration Date.

(e) Apply for or knowingly accept any PACE or similar energy efficiency or renewable energy financing.

(f) Voluntarily suspend its business except for (i) the suspension or closure of the business of any Immaterial Subsidiary, or (ii) any closure of the business mandated or advised by a government

authority due to conditions not directly caused by the negligence or willful misconduct of Borrower or any other Related Party; provided that no more than five Immaterial Subsidiaries may be liquidated or dissolved under clause (d) above or have their business suspended or closed under this clause (f) during the period commencing on the date hereof and ending on the Facility No. 1 Expiration Date.

7.15 Notices to Bank.

To promptly notify the Bank in writing of:

(a) Any Default or Event of Default under this Agreement.

(b) Any change in any Obligor's name, legal structure, principal residence, or name on any driver's license or special identification card issued by any state (for an individual), state of registration (for a registered entity), place of business, or chief executive office if the Obligor has more than one place of business.

(c) Any investigation by any governmental authority, or any litigation, arbitration or other proceeding instituted or threatened against Borrower or any Obligor, including pursuant to the Controlled Substances Act, anti-money laundering Laws, or the Civil Asset Forfeiture Reform Act and any material development therein.

7.16 Insurance.

(a) General Business Insurance. To maintain insurance reasonably satisfactory to the Bank as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of the Obligor's properties, business interruption insurance, product liability and workers' compensation, and any other insurance which is usual for such Obligor's business. Borrower's primary general liability insurance policy shall provide for at least thirty (30) days prior notice to the Bank of any cancellation thereof.

(b) Insurance Covering Collateral. To maintain all risk property damage insurance policies (including without limitation windstorm coverage, flood coverage, and hurricane coverage if advisable for the location of the collateral) covering the tangible property comprising the collateral. Each insurance policy must be in an amount reasonably acceptable to the Bank. The insurance must be issued by an insurance company reasonably acceptable to the Bank. Borrower's primary property insurance policy must include a mortgagee or lender's loss payable endorsement in favor of the Bank in a form acceptable to the Bank.

(c) Other Insurance. In addition, the Borrower and such Obligor shall maintain such other insurance as the Bank may reasonably require to comply with the Bank's regular requirements and practices in similar transactions, which may include earthquake insurance and insurance covering acts of terrorism.

(d) Evidence of Insurance. Promptly after the request of the Bank, to deliver to the Bank a copy of each insurance policy then in force, or, if permitted by the Bank, a certificate of insurance listing all insurance in force.

7.17 Compliance with Laws.

To comply with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to (i) cause a material adverse

change in any Obligor's financial condition, business, operations or properties, or ability to repay the credit, or (ii) result in the forfeiture of any material property of any Obligor under the Controlled Substances Act or anti-money laundering laws; or (c) such non-compliance does not otherwise violate the terms of any collateral document executed in connection with this Agreement.

7.18 Books and Records.

To maintain adequate books and records, including complete and accurate records regarding all Collateral.

7.19 Audits.

To allow the Bank and its agents to inspect the Borrower's properties and examine, audit, and make copies of books and records at any time. If any of the Borrower's properties, books or records are in the possession of a third party, the Borrower authorizes that third party to permit the Bank or its agents to have access to perform inspections or audits and to respond to the Bank's requests for information concerning such properties, books and records.

7.20 Perfection of Liens.

To help the Bank perfect and protect its security interests and liens, and reimburse it for related costs it incurs to protect its security interests and liens.

7.21 Cooperation.

To take any action reasonably requested by the Bank to carry out the intent of this Agreement.

7.22 Flood Insurance.

If at any time any portion of any structure on the Property is insurable against casualty by flood and is located in a Special Flood Hazard Area under the Flood Insurance Laws, to maintain a flood insurance policy on the structure and the personal property owned by the Borrower or other applicable Obligor located within the structure and acting as collateral under this Agreement, in form and amount acceptable to the Bank but in no amount less than the amount sufficient to meet the requirements of the Flood Insurance Laws as such requirements may from time to time be in effect.

For the purposes of this paragraph, “Property” means the real and personal property conveyed and encumbered by the Mortgage.

7.23 Inspections and Appraisals of Real Property.

To allow the Bank and its agents to visit the Real Property at any reasonable time for the purpose of inspecting the Real Property and conducting appraisals, and deliver to the Bank any financial or other information concerning the Real Property as the Bank may request.

7.24 Use or Leasing of the Real Property Collateral.

To occupy the Real Property for the conduct of its regular business. The Borrower will not change its intended use of the Real Property without the Bank's prior written approval.

7.25 Indemnity Regarding Use of Real Property.

To indemnify, defend with counsel acceptable to the Bank, and hold the Bank harmless from and against all liabilities, claims, actions, damages, costs and expenses (including all legal fees and expenses of Bank's counsel) arising out of or resulting from the construction of any improvements on the Real

Property, or the ownership, operation, or use of the Real Property, whether such claims are based on theories of derivative liability, comparative negligence or otherwise. The Borrower's obligations to the Bank under this Paragraph shall survive termination of this Agreement and repayment of the Borrower's obligations to the Bank under this Agreement, and shall also survive as unsecured obligations after any acquisition by the Bank of the Real Property or any part of it by foreclosure or any other means.

7.26 Subsidiary Guaranties and Collateral.

(a) Guarantors. The Borrower shall give notice to the Bank of the creation of any direct or indirect subsidiary of any Related Party, or the direct or indirect acquisition by any Related Party of the equity interests of any other person, during any fiscal quarter of the Borrower in the Compliance Certificate delivered by the Borrower to the Bank with respect to such fiscal quarter pursuant to Section 7.2(d) hereof. If required by the Bank, the Borrower will cause each of its direct and indirect domestic subsidiaries, whether newly formed, after acquired or otherwise existing, to promptly (and in any event within thirty (30) days after the earlier of the date any Compliance Certificate disclosing the formation or acquisition of such subsidiary is delivered to the Bank or is due to be delivered pursuant to Section 7.2(d) hereof (or such longer period of time as agreed to by the Bank in its reasonable discretion)) become a Guarantor hereunder by way of execution of a Guaranty, in form and substance satisfactory to the Bank. In connection with the foregoing, the Borrower shall deliver to the Bank, with respect to each new Guarantor, such other documents and agreements as reasonably required by the Bank, including, without limitation, resolutions, organizational documents and incumbency certificates with respect to such new Guarantor.

(b) Collateral. Subject to the terms of the Security Agreement, the Borrower will cause each Guarantor's tangible and intangible personal and real property now owned or hereafter acquired by it (other than any "Excluded Assets" (as such term is defined in any Security Agreement)) to be subject at all times to a first priority, perfected lien (subject to Permitted Liens) in favor of the Bank to secure the obligations incurred under this Agreement or otherwise in connection with this Agreement or any Guaranty. The Borrower shall provide opinions of counsel and any filings and deliveries reasonably necessary in connection therewith to perfect the security interests therein, all in form and substance reasonably satisfactory to the Bank.

(c) Further Assurances. Promptly after request of the Bank, execute and deliver any and all further instruments and documents and take all such other action reasonably requested by the Bank to maintain in favor of the Bank, liens and insurance rights on the collateral required to be delivered hereby that are duly perfected in accordance with the requirements hereof, all other documents executed in connection herewith and all applicable laws.

7.27 Cash Collateral; Account Control Agreements.

The Borrower shall, and shall cause each other Obligor who has pledged or otherwise granted a security interest in cash, accounts, deposit accounts and/or securities accounts (or similar collateral) to secure the obligations under this Agreement to, not open, maintain or otherwise have any deposit or other accounts (including securities accounts) at any bank or other financial institution, or any other account where money or securities are or may be deposited or maintained with any person, other than (a) deposit accounts that are maintained at all times with depositary institutions as to which the Bank shall have received a satisfactory account control agreement, (b) securities accounts that are maintained at all times with financial institutions as to which the Bank shall have received a satisfactory account control agreement, (c) deposit accounts established solely as payroll and other zero balance accounts and such accounts are held with the Bank and (d) other deposit accounts, so long as such accounts are held with the Bank; provided, however, that an account control agreement shall not be required for a deposit account so long as the aggregate balance in all such deposit accounts (that are not maintained with the Bank) that are not subject to an account control agreement does not exceed $50,000 at any time.

7.28 Acknowledgement Regarding Any Supported QFCs.

To the extent that this Agreement or any other agreement contemplated hereby (collectively, the "Loan Documents") provides support, through a guarantee or otherwise, for any Swap Contract or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the Borrower acknowledges and agrees as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

(b) As used in this Section 7.28, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions

of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

7.29 Patriot Act; Beneficial Ownership Regulation.

Promptly following any request therefor, to provide information and documentation reasonably requested by the Bank for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation.

7.30 Change in Business Status.

The Borrower agrees that, with respect to the Borrower or any Obligor which is a business entity, not to, without the Bank's written consent, adopt a plan of division or divide itself into two or more business entities (pursuant to a "plan of division" under Section 18-217 of the Delaware Limited Liability Company Act or a similar arrangement under any other applicable state statute).

8. HAZARDOUS SUBSTANCES

8.1 Representation and Warranty Regarding Hazardous Substances.

Before signing this Agreement, the Borrower researched and inquired into the previous uses and ownership of the Real Property. Based on that due diligence, the Borrower represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Real Property, in each case, in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could result in liability under, applicable Environmental Laws (defined below), except as described on Schedule 8.1.

8.2 Compliance Regarding Hazardous Substances.

To the best of its knowledge, the Borrower has complied, and will comply and cause all occupants of the Real Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). The Borrower shall promptly, at the Borrower's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Real Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Real Property; or (iii) maintain the fair market value of the Real Property. The Borrower acknowledges that hazardous substances may materially impair the value and use of the Real Property.

8.3 Notices Regarding Hazardous Substances.

Until full repayment of the loan, the Borrower will promptly notify the Bank in writing if it knows, suspects or believes that it is more likely than not that (a) there is any hazardous substance in or around the Real Property, or in the soil, groundwater or soil vapor on or under the Real Property, in each case, in amounts or concentrations or under circumstances that constitute or constituted a violation of, or could result in liability under, applicable Environmental Laws, or (b) the Borrower or the Real Property will be subject to any threatened or pending investigation by any governmental agency under any current or future law, regulation or ordinance pertaining to any material violation of or liability under Environmental Laws.

8.4 Site Visits, Observations and Testing.

The Bank and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to the Borrower, to enter and visit the Real Property and any other locations where any personal property collateral securing this Agreement is located, for the purposes of observing the Real Property and the personal property collateral, taking and removing environmental samples, and conducting tests on any part of the Real Property. The Borrower shall reimburse the Bank on demand for the costs of any such environmental investigation and testing. The Bank, during any site visit, observation or testing conducted pursuant to this paragraph, will not unreasonably interfere with the Borrower's use of the Real Property and the personal property collateral. The Bank is under no duty, however, to visit or observe the Real Property or the personal property collateral or to conduct tests, and any such acts by the Bank will be solely for the purposes of protecting the Bank's security and preserving the Bank's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of the Borrower; (ii) impose any liability on the Bank other than in respect of damage to the property caused by the Bank or its employees; or (iii) be a representation or warranty of any kind regarding the Real Property or the personal property collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). The Bank agrees to provide Borrower with a copy of any such Environmental Report. In the event the Bank has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to any regulatory authority or other party, the Borrower authorizes the Bank to make such a disclosure. The Borrower further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to the Borrower by the Bank or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of the Borrower) by the Borrower without advice or assistance from the Bank.

8.5 Unsecured Obligation.

Notwithstanding any provision in the Mortgage, the Borrower's obligations to the Bank under this Article are not secured by the Real Property.

8.6 Definition of Hazardous Substances.

The term "hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

9. EVENTS OF DEFAULT AND REMEDIES

If any of the following events (each, an "Event of Default") occurs and is continuing, the Bank may do one or more of the following without prior notice except as required by law or expressly agreed in writing by the Bank: declare the Borrower in default, stop making any additional credit available to the Borrower, and require the Borrower to repay its entire debt to the Bank immediately. If an event which, with notice or the passage of time, would constitute an Event of Default (each, a "Default") has occurred and is continuing, the Bank has no obligation to make advances or extend additional credit under this Agreement. In addition, if any Event of Default occurs and is continuing, the Bank shall have all rights, powers and remedies available under any instruments and agreements required by or executed in connection with this Agreement, as well as all rights and remedies available at law or in equity. If an Event of Default occurs under the paragraph entitled "Bankruptcy/Receivers," below with respect to any Obligor, then the entire debt outstanding under this Agreement will automatically be due immediately.

9.1 Failure to Pay.

The Borrower fails to make a payment under this Agreement when due.

9.2 Other Bank Agreements.

(a) (i) Any Obligor defaults under any other document executed or delivered in connection with this Agreement, including without limitation, any note, guaranty, subordination agreement, mortgage or other collateral agreement, and such default is not cured within any applicable cure period provided for therein; (ii) any Obligor purports to revoke or disavow any guaranty or collateral agreement provided in connection with this Agreement; (iii) any representation or warranty made by any Obligor in this Agreement or other document executed or delivered in connection herewith is false when made or deemed to be made; or (iv) any Related Party defaults under any other agreement with the Bank or any affiliate of the Bank, including, without limitation, BALC.

(b) If, in the Bank's opinion, any default under subparagraph (a)(i) or (a)(iv) above is capable of being remedied but the applicable document does not provide a cure or remedy period, the breach will not be considered an Event of Default under this Agreement for a period of thirty (30) days after earlier of (x) the date that the Borrower knew or should have known of the default, and (y) the date on which the Bank gives written notice of the default to the Borrower.

9.3 Cross-default.

Any Related Party (a) fails to make any payment of principal or interest in respect of Debt when due and such failure continues past the applicable grace period, if any, specified in the agreement or instrument relating to such Debt or (b) fails to perform any other term relating to such Debt, the effect of which is to permit the holder thereof to accelerate such Debt, and, in each case, the outstanding principal amount of applicable Debt for which such failures have occurred and are continuing exceeds $500,000.

9.4 False Information.

Any Obligor has given the Bank information or representations that were false or misleading in any material respect when delivered or made.

9.5 Bankruptcy/Receivers.

(a) Any Related Party or any general partner of any Related Party files a bankruptcy petition; (b) a bankruptcy petition is filed against any Related Party or any general partner of any Related Party that is not dismissed, discharged, stayed or bonded within 60 days after the filing thereof; (c) any Related Party or any general partner of any Related Party makes a general assignment for the benefit of creditors; (d) a receiver or similar official is appointed for a substantial portion of any Related Party’s business; (e) a material portion of any Related Party’s business is terminated; or (f) any Related Party is liquidated or dissolved without the Bank’s prior written consent and, if such consent is given, its remaining assets are not immediately thereafter transferred to another Related Party.

9.6 Lien Priority.

The Bank fails to have an enforceable first lien (except for Permitted Liens) on or security interest in any property given as security for this Agreement (or any guaranty), except for property sold, assigned, leased, transferred or otherwise disposed of in a manner not prohibited under this Agreement.

9.7 Judgments.

Any final, non-appealable judgments or arbitration awards involving in the aggregate liability (less any amount covered by insurance) in an amount exceeding $500,000 are entered against any Related Party.

9.8 Government Action.

Any government authority takes action that materially adversely affects any Related Party's financial condition or ability to repay its obligations under this Agreement.

9.9 ERISA Plans.

A reportable event occurs under Section 4043(c) of ERISA, or any Plan termination (or commencement of proceedings to terminate a Plan) or the full or partial withdrawal from a Plan under Section 4041 or 4042 of ERISA occurs; provided such event or events could reasonably be expected, in the judgment of the Bank, to have a material adverse effect to the Related Parties (considered as a whole).

9.10 Covenants.

Any default in the performance of or compliance with any obligation, agreement or other provision contained in this Agreement (other than those specifically described as an Event of Default in this Article), and with respect to any such default that by its nature can be cured, such default shall continue for a period of thirty (30) days from its occurrence.

9.11 Forfeiture.

A judicial or nonjudicial forfeiture or seizure proceeding is commenced by a government authority and remains pending with respect to the property of any Related Party or any part thereof with a fair market value in excess of $500,000, on the grounds that the property or any part thereof had been used to commit or facilitate the commission of a criminal offense by any person, including any tenant, pursuant to any law, including under the Controlled Substances Act or the Civil Asset Forfeiture Reform Act, regardless of whether or not the property shall become subject to forfeiture or seizure in connection therewith.

9.12 Change of Control.

The occurrence of any Change of Control.

10. ENFORCING THIS AGREEMENT; MISCELLANEOUS

10.1 GAAP.

Except as otherwise stated in this Agreement, all financial statements provided to the Bank hereunder shall be prepared, and all determinations of compliance with all financial covenants will be made, in accordance with generally accepted accounting principles ("GAAP") (except, as to interim financial statements, for the absence of footnotes and subject to year-end adjustments), consistently applied; provided, however, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the financial statements of the Borrower for the most recently ended fiscal year prior to the Original Closing Date for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes.

10.2 Governing Law.

Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the laws of the State of Utah (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

10.3 Venue and Jurisdiction.

The Borrower agrees that any action or suit against the Bank arising out of or relating to this Agreement shall be filed in federal court or state court located in the Governing Law State. The Borrower agrees that the Bank shall not be deemed to have waived its rights to enforce this section by filing an action or suit against any Obligor in a venue outside of the Governing Law State. If the Bank does commence an action or suit arising out of or relating to this Agreement, the Borrower agrees that the case may be filed in federal court or state court in the Governing Law State. The Bank reserves the right to commence an action or suit in any other jurisdiction where any Borrower, any other Obligor, or any Collateral has any presence or is located. The Borrower consents to personal jurisdiction and venue in such forum selected by the Bank and waives any right to contest jurisdiction and venue and the convenience of any such forum. The provisions of this section are material inducements to the Bank's acceptance of this Agreement.

10.4 Successors and Assigns.

This Agreement is binding on the Borrower's and the Bank's successors and assignees. The Borrower agrees that it may not assign this Agreement without the Bank's prior consent. The Bank agrees that it may not sell participations in or assign this loan and the related loan documents without the Borrower's prior written consent unless (a) an Event of Default has occurred and is continuing at the time of the assignment or (b) the assignment or participation is to an affiliate of the Bank that, in the case of an assignment, agrees to be bound by the provisions of this Agreement. The Bank may exchange information about the Borrower and any other Obligor (including, without limitation, any information regarding any hazardous substances) with actual or potential participants or assignees. If a participation is sold or the loan is assigned, the purchaser will have the right of set-off against the Borrower.

10.5 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (c) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

10.6 Waiver of Class Actions.

The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank of America, N.A., its subsidiaries and affiliates, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. **THIS CLASS**

ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.

10.7 Severability; Waivers.

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Bank retains all rights, even if it makes a loan after default. If the Bank waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

10.8 Expenses.

(a) The Borrower shall pay to the Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees, expended or incurred by the Bank in connection with (i) the negotiation and preparation of this Agreement and any related agreements, the Bank's continued administration of this Agreement and such related agreements, and the preparation of any amendments and waivers related to this Agreement or such related agreements, (ii) filing, recording and search fees, appraisal fees, field examination fees, title report fees, and documentation fees with respect to any collateral and books and records of any Obligor, (iii) subject to Section 4.6, the Bank's costs or losses arising from any Changes in Law which are allocated to this Agreement or any credit outstanding under this Agreement, and (iv) costs or expenses required to be paid by any Obligor that are paid, incurred or advanced by the Bank.

(b) The Borrower will indemnify and hold the Bank harmless from any loss, liability, damages, judgments, and costs of any kind relating to or arising directly or indirectly out of (i) this Agreement or any document required hereunder, (ii) any credit extended or committed by the Bank to the Borrower hereunder, and (iii) any litigation or proceeding related to or arising out of this Agreement, any such document, or any such credit, including, without limitation, any act resulting from (A) the Bank complying with instructions the Bank reasonably believes are made by any Authorized Individual and (B) the Bank's reliance on any Communication executed using an Electronic Signature, or in the form of an Electronic Record, that the Bank reasonably believes is made by any Authorized Individual; provided that such indemnity will not be available (y) for the payment of taxes measured or imposed upon the net income, corporate or franchise tax of the Bank or (z) to the extent that such loss, liability, damages, judgments or costs are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from (1) the gross negligence or willful misconduct of the Bank or any of its agents or (2) the Bank's breach in bad faith of the Bank's obligations under this Agreement or another agreement executed in connection herewith. This paragraph will survive this Agreement's termination, and will benefit the Bank and its officers, employees, and agents.

(c) The Borrower shall reimburse the Bank for any reasonable costs and attorneys' fees incurred by the Bank in connection with (i) the enforcement or preservation of the Bank's rights and remedies and/or the collection of any obligations of the Borrower which become due to the Bank and in connection with any "workout" or restructuring, and (ii) the prosecution or defense of any action in any way related to this Agreement, the credit provided hereunder or any related agreements, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by the Bank or any other person) relating to the Borrower or any other person or entity, except an action by an Obligor against Bank in respect of the Bank's breach in bad faith of the Bank's obligations under this Agreement or another agreement executed in connection herewith; provided, however, that in accordance with Section 78B-5-826 of the Utah Code, as and to the extent Borrower shall prevail in any such actions, the

Bank shall reimburse Borrower for any reasonable costs and attorneys' fees incurred by Borrower in connection therewith.

10.9 Set-Off.

Upon and after the occurrence of an Event of Default under this Agreement, (a) the Borrower hereby authorizes the Bank at any time without notice and whether or not the Bank shall have declared any amount owing by the Borrower to be due and payable, to set off against, and to apply to the payment of, the Borrower's indebtedness and obligations to the Bank under this Agreement and all related agreements, whether matured or unmatured, fixed or contingent, liquidated or unliquidated, any and all amounts owing by the Bank to the Borrower, and in the case of deposits, whether general or special (except trust and escrow accounts), time or demand and however evidenced, and (b) pending any such action, to hold such amounts as collateral to secure such indebtedness and obligations of the Borrower to the Bank and to return as unpaid for insufficient funds any and all checks and other items drawn against any deposits so held as the Bank, in its sole discretion, may elect. The Borrower hereby grants to the Bank a security interest in all deposits and accounts maintained with the Bank to secure the payment of all such indebtedness and obligations of the Borrower to the Bank.

10.10 One Agreement.

This Agreement and any related security or other agreements required by this Agreement constitute the entire agreement between the Borrower and the Bank with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail. PURSUANT TO UTAH CODE SECTION 25-5-4, THE BORROWER IS NOTIFIED THAT THIS AGREEMENT AND ANY OTHER AGREEMENTS REQUIRED BY THIS AGREEMENT ARE A FINAL EXPRESSION OF THE AGREEMENT BETWEEN THE BANK AND THE APPLICABLE OBLIGORS, AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

10.11 Notices.

Unless otherwise provided in this Agreement or in another agreement between the Bank and the Borrower, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax number(s) listed on the signature page, or to such other addresses as the Bank and the Borrower may specify from time to time in writing (any such notice a "Written Notice"). Written Notices shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered. In lieu of a Written Notice, notices and/or communications from the Bank to the Borrower may, to the extent permitted by law, be delivered electronically (i) by transmitting the communication to the electronic address provided by the Borrower or to such other electronic address as the Borrower may specify from time to time in writing, or (ii) by posting the communication on a website and sending the Borrower a notice to the Borrower's postal address or electronic address telling the Borrower that the communication has been posted, its location, and providing instructions on how to view it (any such notice, an "Electronic Notice"). Electronic Notices shall be effective when the communication, or a notice advising of its posting to a website, is sent to the Borrower's electronic address.

10.12 Headings.

Article and paragraph headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

10.13 Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the Bank.

10.14 Borrower/Obligor Information; Reporting to Credit Bureaus.

The Borrower authorizes the Bank at any time to verify or check any information given by the Borrower to the Bank, check the Borrower's credit references, verify employment, and obtain credit reports and other credit bureau information from time to time in connection with the administration, servicing and collection of the loans under this Agreement. The Borrower agrees that the Bank shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to the Borrower and all other Obligors as is consistent with the Bank's policies and practices from time to time in effect.

10.15 Customary Advertising Material.

The Borrower consents to the publication by the Bank of customary advertising material relating to the transactions contemplated hereby using the name, product photographs, logo or trademark of the Borrower.

10.16 Amendments.

This Agreement may be amended or modified only in writing signed by each party hereto.

10.17 Confidentiality.

The Bank shall treat all non-public information regarding the Obligors and their subsidiaries and their respective assets and businesses (other than any such information that is available to the Bank on a non-confidential basis prior to disclosure by the Obligors, "Confidential Information") confidential and shall not disclose any Confidential Information to any Person not party to this Agreement other than the Obligors and their subsidiaries (and their respective employees and advisors) and the Bank's affiliates (and their and the Bank's respective directors, officers and employees). Notwithstanding the foregoing, the Bank may disclose Confidential Information to (a) attorneys for and other advisors to the Bank and its affiliates who have a duty to keep such Confidential Information confidential, (b) to regulatory authorities so long as they are informed of the confidential nature of such information, (c) as may be required under applicable law or by any subpoena or similar legal process (provided that the Bank shall, to the extent permitted under applicable law, notify the Borrower prior to making the required disclosure and limit the disclosure to the portion of the Confidential Information that must be disclosed under applicable law), (d) to any actual or potential assignee or participant of the Bank, (e) in connection with any litigation that involves claims related to the rights or duties under this Agreement and the other documents executed in connection herewith, (f) to the extent reasonably necessary for the exercise of any secured creditor remedy under this Agreement or the other documents executed in connection herewith, (g) any rating agency for the purpose of obtaining a credit rating applicable to the Bank, and (h) any other Person (i) with the written consent of the Borrower or (ii) to the extent such Confidential Information (A) becomes publicly available other than as a result of a breach of this Section, or (B) becomes available to the Bank on a non-confidential basis from a source other than an Obligor (provided such source was not itself in breach of any confidentiality obligation in providing such information) and not otherwise in violation of this Section.

Any Person required to maintain the confidentiality of Confidential Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised at least the same degree of care to maintain the confidentiality of such Confidential Information as such Person would accord to its own confidential information. Each Obligor hereby agrees that the failure of the Bank or any other Person specified in this Section to comply with the provisions of this Section shall not relieve such Obligor of any of its obligations under this Agreement or any of the other related loan documents.

10.18 Electronic Records and Signatures.

This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may, if agreed by the Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The Borrower agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the Borrower to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Bank. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of the Bank's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Obligor without further verification and (b) upon the request of the Bank any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

10.19 Amendment and Restatement of Prior Agreement.

This Agreement is an amendment and restatement, in its entirety, of the Existing Loan Agreement effective as of the date hereof, and any indebtedness outstanding thereunder shall be deemed to be outstanding under this Agreement. From and after the effectiveness of such amendment and restatement, the term "Loan Agreement", as used in any of the other related loan documents, shall mean and refer to this Agreement. Nothing in this Agreement shall be deemed to be a repayment or novation of the Existing Obligations, or to release or otherwise adversely affect any lien, mortgage or security interest securing such Existing Obligations or any rights of the Bank against any guarantor, surety or other party primarily or secondarily liable for such Existing Obligations.

Without limiting the generality of the foregoing, the Borrower hereby (i) reaffirms its obligations under any agreement under which it has granted to the Bank a lien, mortgage or security interest in any of its real or personal property and (ii) confirms that such agreements, including but not limited to any Waiver of Jury Trial or Dispute Resolution Provision contained therein, remain in full force and effect, without defense, offset, or counterclaim.

The Existing Loan Documents shall continue in full force and effect in accordance with their terms unless otherwise amended by the parties thereto, including pursuant to this Agreement and any other Loan Document executed by the parties as of the date hereof. The Existing Loan Documents and all agreements, instruments and documents executed or delivered in connection with any of the foregoing shall each be deemed to be amended to the extent necessary to give effect to the provisions of this Agreement. Each reference to the "Loan Agreement" in any Existing Loan Document shall mean and be a reference to this Agreement (as further amended, restated, supplemented or otherwise modified from time to time). The "Obligations" as used in the Existing Loan Documents (or any other term used therein to describe or refer to the indebtedness, liabilities and obligations of the Borrower or any other Obligor to the Bank) includes, without limitation, the indebtedness, liabilities and obligations of the Borrower and the other Obligors under this Agreement and the other Loan Documents delivered hereunder, and under the Existing Loan Agreement and the other Existing Loan Documents, as amended and restated hereby, as the same further may be amended, modified, supplemented and/or restated from time to time. Cross-references in the Loan Documents to particular section numbers in the Existing Loan Agreement shall be deemed to be cross-references to the corresponding sections, as applicable, of this Agreement. All references in the Existing Collateral Documents to the "Obligations" or any other obligations, liabilities or indebtedness of the Borrower or any other Obligor owing from time to time to the Bank shall be deemed to refer to, without limitation, the "Obligations" of the Borrower and the other Obligors under, pursuant to and as defined in this Agreement. All references in the Existing Collateral Documents to the "Loan Documents" shall be deemed to refer to and include, without limitation, all Loan Documents entered into in connection with this Agreement on the date hereof.

[Signature Page Follows]

10.20 Signature Page

The Borrower executed this Agreement as of the date stated at the top of the first page.

Bank:

Bank of America, N.A.

By: /s/ David R. Barney
David R. Barney, Senior Vice President

Borrower:

Nature's Sunshine Products, Inc.

By: /s/ Kenneth G. Romanzi
Kenneth G. Romanzi, Chief Executive Officer

Prepared by: Greenberg Traurig, LLP

Address where notices to the Bank are to be sent:

Bank of America
Gateway Village-900 Building
NC1-026-06-06
900 W. Trade St
Charlotte, NC 28255

Address where notices to the Borrower are to be sent:

Nature's Sunshine Products, Inc.
2901 West Bluegrass Boulevard, Suite 100
Lehi, UT 84043
Attention: Legal Department
Telephone: (801) 341-7344

with a copy to:

Bank of America, N.A.
UT9-060-02-01
60 E South Temple, STE 280
Salt Lake City, UT 84111
Attention: David R. Barney, Senior Vice President
Telephone: 801-236-3137

with a copy to:

Dorsey & Whitney LLP
111 S. Main Street, Suite 2100
Salt Lake City, UT 84111-2176
Attention: Ken Logsdon, Esq.

10.21 USA Patriot Act Notice.

Federal law requires Bank of America, N.A. (the "Bank") to provide the following notice. The notice is not part of the foregoing agreement or instrument and may not be altered. Please read the notice carefully.

USA PATRIOT ACT NOTICE

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrower's legal name, address, tax ID number or social security number and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrower, guarantors or other related persons.

SCHEDULE A

FEES

(a) Facility No. 1 Loan Fee.

The Borrower agrees to pay a loan fee for Facility No. 1 in the amount of $50,000. This fee is due on the date of this Agreement.

(b) Late Fee.

To the extent permitted by law, the Borrower agrees to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of the Bank's rights with respect to the default.

(c) Returned Payment Fee.

The Bank, in its discretion, may collect from the Borrower a reasonable returned payment fee each time a payment is returned or if there are insufficient funds in the designated account when a payment is attempted through automatic payment.

(d) Unused Commitment Fee.

The Borrower agrees to pay a fee on any difference between the Facility No. 1 Commitment and the amount of credit it actually uses, determined by the daily amount of credit outstanding during the specified period. The fee will be calculated at 0.25% per year. This fee is due on the last day of each quarter until the expiration of the availability period.

SCHEDULE 6.6

LAWSUITS; REGULATORY ACTIONS

None.

SCHEDULE 7.7

EXISTING DEBT

None.

SCHEDULE 7.8

EXISTING LIENS

None.

SCHEDULE 7.10

EXISTING INVESTMENTS

SUBSIDIARY	**JURISDICTION**
NATR Distribution (M) SDN. BHD.	Malaysia
Nature's Sunshine (Far East) Limited	Hong Kong
Nature's Sunshine Hong Kong Limited	Hong Kong
Nature's Sunshine Marketing Ltda.	Brazil
Nature's Sunshine (Hangzhou) Limited	China
Nature's Sunshine Products de Honduras, S.A. de C.V.	Honduras
Nature's Sunshine Products de Panamá, S.A.	Panama
Nature's Sunshine Products del Ecuador, S.A.	Ecuador
Nature's Sunshine Products Dominicana, S. R.L.	Dominican Republic
Nature's Sunshine Products International Distribution B.V.	Netherlands
Nature's Sunshine Products of Russia, Inc.	Utah
Nature's Sunshine Products Poland sp. z.o.o.	Poland

Nature's Sunshine Products de Colombia, S.A.	Colombia
Nature's Sunshine Products de El Salvador, S.A. C.V.	El Salvador
Nature's Sunshine Products de Mexico, S.A. de C.V.	Mexico
Nature's Sunshine Products de Venezuela, C.A.	Venezuela
Nature’s Sunshine Products India Private Limited	India
Nature's Sunshine Products of Canada, Ltd.	Canada
Nature's Sunshine Produtos Naturais Ltda.	Brazil
NSP de Guatemala, S.A.	Guatemala
NSP Labs Inc	Utah
Nutribiome Professional, Inc.	Utah
PT Nature’s Sunshine Products Indonesia	Indonesia
Shanghai Nature’s Sunshine Health Products Trading Co. Ltd.	China
Qemp Inc	Utah
Quality Nutrition International, LLC	Utah
PT Synergy Worldwide	Indonesia
Synergy (Shanghai) Food Co., Ltd	China
Synergy Taiwan	Taiwan
Synergy Taiwan, Inc.	Utah
Synergy Vietnam Co., Ltd.	Vietnam
Synergy Worldwide Beauty and Health India Private Limited	India
Synergy Worldwide (HK) Ltd.	Hong Kong
Synergy Worldwide (S) PTE Ltd.	Singapore
Synergy Worldwide Europe B.V.	Netherlands
Synergy Worldwide Europe Management Services Spain S.L.U.	Spain
Synergy Worldwide Inc.	Utah
Synergy Worldwide, Inc.	Philippines
Synergy Worldwide Italy S.R.L.	Italy
Synergy Worldwide Japan G.K.	Japan
Synergy Worldwide Korea Ltd.	Korea
Synergy Worldwide Marketing (M) SDN BHD.	Malaysia
Synergy Worldwide Marketing (Thailand) Ltd.	Thailand
Synergy Worldwide Nutrition Products (Hong Kong)	Hong Kong
Synergy Worldwide Philippines Distribution, Inc.	Philippines
Synergy Worldwide Switzerland GmbH	Switzerland
Synergy Worldwide UK Ltd	United Kingdom
Nature’s Sunshine Products Vietnam Company Limited	Vietnam

SCHEDULE 7.11

EXISTING LOANS

None.

SCHEDULE 8.1

HAZARDOUS SUBSTANCES

None.

EXHIBIT A

FORM OF COMPLIANCE CERTIFICATE

[SEE ATTACHED]

Bank of America

COMPLIANCE CERTIFICATE

This Compliance Certificate (the "Certificate") is delivered pursuant to the Amended and Restated Loan Agreement dated as of November 18, 2026 (together with all amendments and modifications, if any, from time to time made thereto, the "Loan Agreement"), between Nature's Sunshine Products, Inc. (the "Borrower") and Bank of America, N.A. (the "Bank"). Unless otherwise defined, terms used herein and in the financial covenant calculations delivered to the Bank with this Certificate have the meanings provided in the Loan Agreement.

The undersigned, being the duly elected, qualified and acting authorized financial officer of the Borrower, on behalf of the Borrower and solely in his or her capacity as an officer of the Borrower, hereby certifies and warrants that:

He or she is an officer of the Borrower and that, as such, he or she is authorized to execute this Certificate on behalf of the Borrower. He or she has reviewed the terms of the Loan Agreement and has made or has caused to be made under his or her supervision, a review in reasonable detail of the transactions and condition of Borrower and its consolidated subsidiaries (as applicable) during the accounting period covered by the attached financial statements (the "Applicable Period"). The financial covenant calculations delivered to the Bank with this Certificate are true and correct and are, subject to any amendments thereto between the date of delivery of such prior calculations and the date hereof, substantially in the same form as the financial covenant calculations previously delivered to the Bank.

As of _____, 20___:

(A) Unless specifically noted in (B) immediately below, the examination described above did not disclose, and I have no knowledge of, the existence of any condition or event which constitutes an Event of Default under the Loan Agreement during the Applicable Period.

(B) The Borrower did suffer an Event of Default with respect to the following provisions of the Loan Agreement for the Applicable Period ***[Show "Nil" or specifically (i) list any areas where the Borrower suffered an Event of Default under the terms of the Loan Agreement and (ii) provide details of any action it is taking and proposes to take with respect thereto]***: _____

(C) During the Applicable Period, no Related Party has, directly or indirectly, created any subsidiary or acquired the equity interests of any other person, other than ***[Show "Nil" or specifically list any such subsidiaries created or equity interests of any other person acquired (including the jurisdiction of formation of such subsidiary or other person and the number and percentage of equity interests thereof owned by the applicable Related Party)]***: _____

This Certificate may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Certificate may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Certificate. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of this Certificate that has been manually signed on paper and which has been converted into electronic form (such as scanned into PDF format), or this Certificate that has been electronically signed and which has been converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and

“Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate, this _____ day of _____, 20____.

Nature’s Sunshine Products, Inc.

By:
Name and Title: