

WHEN RECORDED, PLEASE RETURN TO:

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EN 2170213 PG 1 OF 25
DOUG CROFTS, WEBER COUNTY RECORDER
31-MAR-06 3:34 PM FEE \$58.00 DEP JPM
REC FOR: NONE ABSTRACT

**DEVELOPMENT AGREEMENT
BETWEEN OGDEN CITY CORPORATION AND
NUTRACEUTICAL CORPORATION**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 31st day of March, 2006 between Nutraceutical Corporation ("Nutraceutical") and Ogden City Corporation, a Utah municipal corporation (the "City"), and this Agreement is executed in connection with the following facts:

RECITALS

A. Concurrent with the execution of this Agreement, Nutraceutical has purchased and become the owner of fee simple title in and to certain property located at the Defense Depot Ogden Utah, in Weber County, Utah, and now known as the Business Depot Ogden (the "BDO"). Such property is more particularly described as:

All of Lot 21, BUSINESS DEPOT OGDEN PLAT 10, Ogden City, Weber County, Utah, according to the official plat thereof (the "Property"). (Such subdivision plat, as recorded in the records of Weber County is also referred to herein as the "Plat".)

Tax Parcel No. 12-203-0003. X

B. The City entered into an agreement for the development of the BDO pursuant to that certain Master Development Agreement, dated as of December 29, 1999 (the "Master Development Agreement"), between the City and Boyer BDO, L.C., a Utah limited liability company ("Boyer"), as developer. As contemplated by the Master Development Agreement, the City, as declarant, caused the recording of that certain Master Declaration of Covenants, Conditions, and Restrictions, dated as of December 28, 1999, recorded on December 30, 1999, as Entry No. 1682125 in Book 2051 at Page 1301 of the official records of Weber County, Utah, county recorder, as amended from time to time (as amended, the "CC&Rs").

C. The City, Boyer, and Nutraceutical have been parties to a dispute and corresponding litigation related to the Property, and have agreed to settle such disputes pursuant to the terms of a separate Settlement Agreement, of even date herewith (the

"Settlement Agreement"). In connection with the Settlement Agreement, the City, Boyer and Nutraceutical desire to terminate the application of the CC&R(s) and the Master Development Agreement to the Nutraceutical Property and to proceed with the development of the Property in accordance with and subject to the terms and conditions of this Development Agreement.

D. The Property, and any and all improvements located on the same, and any and all easements and other appurtenances to all of the same, are collectively referred to herein as the "Nutraceutical Property."

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

AGREEMENT

1. DDR Zone. The Nutraceutical Property is located in the Defense Depot Reuse District as described in Chapter 21, Title 15 of the Ogden Municipal Code as amended from time to time ("DDR Zone"). Subject to the vested rights granted under Section 8 hereof, Nutraceutical shall operate, improve, develop, use and maintain the Nutraceutical Property in accordance with the City's zoning and land use regulations specifically applicable to properties located in the DDR Zone, including all applicable provisions contained in Chapters 21, 22 and 23, Title 15 of the Ogden Municipal Code (the "DDR Zoning Regulations"), together with all other City zoning and land use regulations generally applicable to similar properties located within the City (the "City Land Use Ordinances").

2. Amendment of Master Development Agreement and CC&R(s); Development Standards: Expansion of Nutraceutical Property.

a. Amendment of Master Development Agreement and CC&R(s). Effective on the date of this Agreement, the Nutraceutical Property is not subject to any effect, lien, requirement, or restriction contained in the CC&R(s) or the Master Development Agreement. Concurrently with the execution and delivery of this Agreement, the City and Boyer, pursuant to the terms of the Settlement Agreement, shall execute and cause to be recorded written amendments to the Master Development Agreement and the CC&Rs to remove the Nutraceutical Property from those properties subject to the force, effect, obligations and requirements set forth in the CC&Rs.

b. Development Standards. The Nutraceutical Property shall be developed in compliance with the development standards attached hereto and incorporated herein as **Exhibit "A"** (the "Development Standards") and in accordance with the DDR Zoning Regulations, the City Land Use Ordinances, and all other ordinances of the City, as may be amended from time to time, subject to the effect of the vested rights granted in Section 8 hereof. To the extent that the Development Standards may be more restrictive than the DDR Zoning Regulations, the City Land Use Ordinances, or any other applicable ordinances of the City, Nutraceutical hereby agrees

to use, develop, erect, and maintain any building or structure on the Nutraceutical Property in accordance with the Development Standards.

c. Applicability to Development Applications. Nutraceutical agrees that all development applications submitted to the City shall be in compliance with the Development Standards and the provisions of this Agreement. Such development applications shall include, but not be limited to, applications for building permits, land use permits, sign permits or site plan approvals. Notwithstanding the above, if compliance with any Development Standard will result in Nutraceutical's noncompliance with applicable DDR Regulations, City Land Use Ordinances, or any other City ordinance, the requirements of City ordinance shall supersede applicability of such Development Standard.

d. Appeal of City Decision Under Development Standards. If Nutraceutical disagrees with any administrative decision of any officer or employee of the City regarding the application, interpretation, or Nutraceutical's compliance with the Development Standards, such decision may first be appealed to the Ogden City Planning Commission, by filing a written appeal within thirty (30) days of such decision. The appeal shall be heard by the Ogden City Planning Commission at the next regular available meeting of the Commission according to the rules and procedures of the Commission, and City shall provide notice of such meeting to Nutraceutical either by providing actual notice or by mailing notice via first class mail, postage prepaid, of the date, time and place of such meeting at least seven (7) days in advance of such meeting. If Nutraceutical or the City disagrees with the decision of the Planning Commission, the decision of the Planning Commission may be appealed to the Mayor of Ogden City, by filing a written appeal in City Recorder's Office within thirty (30) days of such decision and, if filed by the City, by providing concurrently with such filing, a copy of such appeal to Nutraceutical. The appeal shall be heard by the Mayor within thirty (30) days of the filing of such appeal, unless otherwise agreed by the parties. City shall provide notice of such hearing to Nutraceutical either by providing actual notice or by mailing notice via first class mail, postage prepaid, of the date, time and place of such hearing at least seven (7) days in advance of such hearing. The decision of the Mayor shall be considered to be a final administrative decision of the City. Nutraceutical may appeal such final decision in the courts in accordance with the law governing appeals from administrative decisions on the application, interpretation, or compliance with the City's land use ordinances.

3. Streets and Easement:

a. Private Streets. The parties hereto mutually acknowledge and agree that the subdivision of the Property, as set forth and identified on the Plat, eliminated public or third-party vehicular and pedestrian ingress and egress over or on certain paved roads now existing on the Nutraceutical Property.

b. Acknowledgement and Approval of Plat. Except for the amendments to the Plat contemplated by the Settlement Agreement, the parties hereto

acknowledge and agree to the status of the Nutraceutical Property, as depicted on the Plat.

4. Building Connections/Enclosure Screening.

a. Building Connections. The parties acknowledge and agree that Nutraceutical presently contemplates the construction of certain improvements to connect Building 216(2A) with Building 217(2B), Building 217(2B) with Building 218(2C), and Building 216(2A) with Building 203 (provided, however, that such connection must provide for adequate clearance for the continuing operation of the existing rail spur within the Common Railroad Easement depicted on the Plat (the "Railroad Easement"), such that the foregoing Buildings may be used as a single business operation. The City has approved such connections in concept and acknowledges that such building connections comply in concept with the Development Standards. The City by and through its departments with jurisdiction over the construction of such building connections, will review Nutraceutical's applications for such connections in good faith in accordance with the terms of this Agreement and all applicable building code requirements then in effect.

b. Fencing and Screening. The parties acknowledge and agree that Nutraceutical presently contemplates the installation of enclosure fencing and screening and that enclosure fencing and screening would generally be in compliance with the Development Standards. The City by and through its departments with jurisdiction over the construction of such fencing and screening, will review Nutraceutical's applications for such enclosure screening and fencing in good faith in accordance with the terms of this Agreement.

5. Utilities.

a. City Utilities.

(i) The City represents and warrants to Nutraceutical that the City owns and operates the existing culinary water mains, sanitary sewer mains (other than lines belonging to the Central-Weber Sewer Improvement District), and storm sewer mains located within the public streets and public utility easements adjacent to the Nutraceutical Property and presently serving the Nutraceutical Property, and that Nutraceutical may continue to connect to such utility systems in accordance with City's ordinances and regulations applicable to private property owner's connections to such utilities, subject to the vested rights granted in Section 8 hereof.

(ii) Nutraceutical shall have the right, at its sole cost and expense, to make additional connections to any and all existing City utility services and facilities at points located nearest and most convenient to the Nutraceutical Property, subject to Nutraceutical's compliance with all City ordinances and regulations applicable to private property owner's connections to such utilities, subject to the vested rights granted in Section 8 hereof, and upon payment of all applicable connection and usage fees.

(iii) City shall own and maintain the existing storm drainage line, running east to west, from property line to property line, located between Buildings 2B and 2C on the Nutraceutical Property, an easement for which was reserved in the deed transferring ownership of the Nutraceutical Property to Nutraceutical ("Reserved Storm Drainage Line Easement"). City agrees to vacate the Reserved Storm Drainage Line Easement, at such time as Nutraceutical provides, at its sole cost and expense, for the relocation of such existing line in accordance with all applicable engineering standards of the City and in accordance with plans and specifications approved by the Ogden City Engineer, together with all necessary easements.

b. Utilities On the Former Pendleton (570 West Street).

(i) Water Line. Nutraceutical will own, maintain and keep in good repair the existing 6-inch water line located on the private street formerly known as Pendleton or 570 West Street and on the east side of Buildings 2A and 2B of the BDO, and the City hereby consents to and agrees to permit Nutraceutical to upgrade such water line at any time, in accordance with City ordinances and regulations, and at Nutraceutical's cost.

(ii) Storm Drain. Nutraceutical shall own and maintain the existing storm drainage lines located on 570 West Street on the west side of Buildings 1A and 1B of the BDO and continue to accept any storm drainage intended to flow into such lines from other properties, until such time as Nutraceutical elects to construct and install, at its sole cost, replacement storm drainage lines and facilities meeting the needs of the Nutraceutical Property and other properties currently served by such existing storm drainage lines (the "Replacement Storm Drainage Lines"). City agrees to accept the dedication of the Replacement Storm Drainage Lines as part of the City's storm drainage system, together with all necessary easements, if constructed in compliance with all applicable engineering standards of the City and in accordance with plans and specifications approved by the Ogden City Engineer.

c. Undergrounding of Utility Lines. The City acknowledges that Nutraceutical has already incurred considerable expense for the undergrounding of utility lines and facilities currently located on or for the benefit of the Nutraceutical Property, and Nutraceutical desires to continue the undergrounding of utility lines and facilities on the Nutraceutical Property. Subject to the prior written or other consent of the relevant utility provider(s) and subject to Nutraceutical's payment of any expense incurred for such underground utility location or installation, the City agrees that Nutraceutical may continue to underground all utility lines and facilities installed on the Nutraceutical Property. Further, the City agrees to cooperate with Nutraceutical and make reasonable efforts to prevent other parties from erecting or locating utility lines or facilities of any kind above ground over any portion of the Nutraceutical Property.

6. Parking Restrictions on 300 North (Weaver Street). The City acknowledges that Nutraceutical intends to use 300 North (Weaver Street) for semi-truck access to Building 2A located on the Nutraceutical Property, which use will be better facilitated if parking is prohibited along the portion of such street fronting the Nutraceutical Property. The parties acknowledge that the south side of 300 North has been dedicated, and that the north side of 300 North will be

dedicated as a public thoroughfare and will be subject to the parking regulations of the City applicable to public streets. Accordingly, the City shall make reasonable efforts to legally prohibit parking (except as may be required for police, fire or other emergencies), and post all necessary signage effecting such prohibition, along the south side of 300 North fronting the Nutraceutical Property, and along the same north side of 300 North so long as Nutraceutical leases the property along the north side of 300 North. The City agrees to make reasonable efforts to do so within a reasonable time after the execution of this Agreement and at its sole cost and expense.

7. Installation of Public Improvements, Landscaping and Site Development.

a. Limitation on Sidewalks. Because of a lack of room within the dedicated right-of way, no sidewalks shall be required to be installed on the north side of 2nd Street between 530 West Street and 600 West Street, on the west side of 530 West Street from 2nd Street to the southernmost boundary of Lot 19 of the Plat, or on the east side of 600 West Street from 2nd Street to 300 North Street.

b. Landscaping and Site Development. City and Nutraceutical have agreed that the Nutraceutical Property should be brought into compliance with the DDR Regulations and City Land Use Ordinances in a phased approach related to construction planned and contemplated on the Nutraceutical Property. Nutraceutical shall:

(i) On or before June 1, 2006, install, in accordance with the City Land Use Ordinances, landscaping in those locations depicted as Phase 1 on the map attached as Exhibit "B" and incorporated herein by this reference, in accordance with a landscaping plan approved by the City;

(ii) On or before October 31, 2006, remove the fill material currently located in the area located east of the Railroad Easement and south of Building 203 and install landscaping, or other permitted improvements, in those locations depicted as Phase 2 on Exhibit B, in accordance with a landscaping plan approved by the City;

(iii) Other landscaping shall be installed at such time as required under the DDR Regulations and City Land Use Ordinances for the construction of new buildings or improvements on the Nutraceutical Property.

8. Vested Rights. The parties acknowledge and agree the development of the Property in accordance with the Development Agreement is a long-term project and that Nutraceutical plans to expand the existing manufacturing use upon and within the Nutraceutical Property. Nutraceutical shall have the vested right to develop the Nutraceutical Property in accordance with the Vested Zoning Regulations, as defined below, in effect as of the date of this Agreement; provided that such development is in compliance with the Development Standards and all other DDR Zoning Regulations and City Land Use Ordinances then in effect. These vested rights shall continue for a period of ten (10) years, commencing on the date hereof, and such vested rights are

intended to permit the development and construction of buildings within the building footprints and the installation of fencing at those locations as depicted on the Concept Plan attached hereto and incorporated herein as Exhibit "C", and the fencing heights and materials described and depicted in Exhibit "D" attached hereto and incorporated herein by reference. At the end of such 10-year period, such vested rights shall automatically terminate. The City acknowledges and agrees that the execution and delivery of this Agreement, which has been previously approved by the City Council, satisfies all filing and other requirements necessary under applicable Utah law and under applicable City ordinances to create and establish such vested rights in Nutraceutical's and the Nutraceutical Property's favor. "Vested Zoning Regulations", as used herein, shall mean:

- a. the DDR Zoning Regulations applicable to use;
- b. the DDR Zoning Regulations applicable to area, setbacks, height, landscaping and fencing to the extent necessary to permit the development and construction of buildings within the building footprints and the installation of fencing at those locations depicted in Exhibit "C", and the fencing heights and fencing materials described and depicted in Exhibit "D"; and
- c. those City Land Use Ordinances:
 - (i) permitting the location and installation of fencing depicted on Exhibit "C",
 - (ii) permitting the fencing heights and fencing materials described and depicted in Exhibit "D", and
 - (iii) establishing minimum landscaping or parking requirements, which if increased or expanded would prohibit or unreasonably restrict the development and construction of buildings within the building footprints depicted in Exhibit "D".

9. Reserved Legislative Powers. The parties agree that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the Vested Zoning Regulations and the rights of Nutraceutical under this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Vested Zoning Regulations and terms and conditions of this Agreement applicable to the Nutraceutical Property shall be of general application to all development activity in the DDR Zone; and unless the City declares an emergency, Nutraceutical shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability

to the Nutraceutical Property under the compelling, countervailing public policy exception to the vested rights doctrine.

10. Agreement Runs with the Land. This Agreement, the rights and obligations contained herein, and all of the provisions contained herein: (a) are made for the direct benefit of the Nutraceutical Property; and (b) and shall constitute covenants that run with the land and shall bind and benefit the parties to this Agreement, any other party which at anytime acquires any interest in, or occupies any portion of, the Nutraceutical Property, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. This Agreement and all of the provisions contained herein shall also bind and benefit the Nutraceutical Property and all interests in all or any portion of the Nutraceutical Property shall be subject to the terms of this Agreement. By acquiring any interest in, or by occupying the Nutraceutical Property, the party so acquiring or occupying hereby agrees to be bound by the terms of this Agreement.

11. Assignment. There shall be no prohibition against any party to this Agreement from assigning any rights or delegating any obligations existing under this Agreement.

12. No Partnership, Joint Venture, Third Party Rights. Nothing in this Agreement may be construed to establish any partnership, joint venture, or principal/agency relationship between Nutraceutical and the City. This Agreement is not intended to create any rights in favor of any third party or third party beneficiary.

13. Entire Agreement. This Agreement, together with any schedules appended hereto as they may from time to time be amended, contains the entire understanding with respect to the subject matter hereof, among the parties and all prior discussions, negotiations and agreements, whether oral or written, concerning the subject matter of this Agreement, are deemed merged into and superseded by this Agreement.

14. Attorney's Fees. If Nutraceutical or the City shall default in the performance of any of the terms and conditions of this Agreement, the non-defaulting party or parties shall be entitled to recover all costs, charges, and expenses of enforcing this Agreement including reasonable attorneys' fees, paralegal fees, and costs, including, but not limited to, attorneys' and paralegal fees incurred in any trial, bankruptcy, or appellate proceedings.

15. Amendment/Binding Effect. No party to this Agreement may amend or modify this Agreement, except in writing executed by all of the parties hereto. This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

16. Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby, and in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such

illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

17. Waiver. Any term, condition, or provision of this Agreement may be waived in writing at any time by the party that is entitled to the benefits thereof.

18. Notice. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service, by U.S. mail, certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Nutraceutical: Nutraceutical Corporation
1500 Kearns Blvd., Ste. B-200
Park City, UT 84060
Fax: (435) 655-6080
Attn: President
and
Attn: Legal Department

If to City: Ogden City Corporation
Attn: City Attorney's Office
2549 Washington Boulevard, Suite 840
Ogden, Utah 84401

Any party to this Agreement may change its address for purposes of this Section 22 by giving written notice to the other parties in the manner set forth in this Section 22.

19. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah without reference to conflict of laws principles.

[Signatures Appear on the Following Pages.]

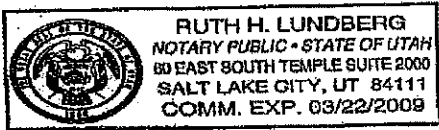
NUTRACEUTICAL CORPORATION

By Bruce R. Hough
Its President

State of Utah)
 :SS
County of Salt Lake

On the 31st day of March, 2006, personally appeared before me Bruce R. Hough who being by me duly sworn did say that he is the President of Nutraceutical Corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Ruth H. Lundberg
Notary Public



OGDEN CITY CORPORATION, a Utah
municipal corporation

Matthew R. Godfrey
Matthew R. Godfrey, Mayor

Attest:

Cindi Mansell
City Recorder

Approved as to Form:

Abdullah Jahad
Assistant City Attorney



State of Utah)
) ss
County of Weber)

On the 31st day of March, 2006, personally appeared before me, Matthew R. Godfrey and Cindi Mansell, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that they are, respectively, the Mayor and the City Recorder of Ogden City, a Utah municipal corporation, and that the foregoing document was signed by them on behalf of said Ogden City and acknowledged to me that said Ogden City executed the same.

Lee Ann Peterson
Notary Public

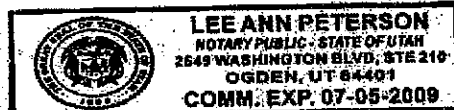
STATE OF UTAH)
) ss:
COUNTY OF WEBER)



The foregoing Agreement was acknowledged before me this 31st day of March, 2006, by Cindi Mansell, in her/his capacity as the City Recorder of Ogden City.

Lee Ann Peterson
Notary

My Commission Expires: July 5, 2009



STATE OF UTAH)
) ss:
COUNTY OF WEBER)

The foregoing Agreement was acknowledged before me this 31st day of March, 2006, by Andrea Lockwood, in her/his capacity as the Asst. City Attorney of Ogden City.

Lee Ann Peterson
Notary

My Commission Expires: July 5, 2009



LIST OF EXHIBITS

Exhibit A	Development Standards
Exhibit B	Phasing of Landscaping
Exhibit C	Concept Plan
Exhibit D	Fencing Heights and Materials

EXHIBIT "A"
DEVELOPMENT STANDARDS

I. SITE AND STREET LIGHTING

Lighting should provide for a functional site, should be visually attractive and coordinated, and shall meet all of the following applicable guidelines:

- Lights shall be located and directed to minimize direct view of the light source and diffusion of the lighting.
- Parking lot and driveway lighting shall be achieved by fixtures that downlight only and do not project light upwards. All parking and driveway lighting should provide uniform illumination in compliance with the following minimum levels:
 - Parking lots: 0.5 foot candle
 - Driveway: 0.25 foot candle
- All light fixtures shall be concealed source fixtures except for pedestrian-oriented accent lights.
- Security lighting (i.e. lighting used after hours for the primary purpose of discouraging theft and trespass) fixtures should be wall mounted or freestanding and, if wall mounted, shall not project above the fascia or roof line of the buildings. Security lighting shall be shielded to direct the lighting downward and so that the direct light source is not visible from the property line. Wall mounted light fixtures should match or complement the color and complement the surface to which they are attached. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures beyond 45 feet from the building and shall be restricted to lighting only loading and storage locations or other limited service areas.
- Lighting of building facades is acceptable if in compliance with the above guidelines.

II. ARCHITECTURAL CHARACTER

A. Design Criteria – New Development on the Nutraceutical Property.

The architectural character of the Nutraceutical Property shall be designed, planned, and developed in a way that is compatible with the existing and planned uses of the existing industrial and commercial structure within the DDR Zone. All designs should reflect a style or theme that is compatible with the structures already existing on the Nutraceutical Property. Unsightly uses such as service areas, loading docks, dumpsters, mechanical equipment shall be screened from public view to the extent practicable for existing structures.

General Guidelines:

- Massing forms should reflect the functions of the buildings.

- Architectural detailing shall be clean, simple, and in harmony with natural and man-made surroundings, taking into account, however, the varying age, nature, and character of the buildings and improvements located in the DDR Zone.
- Entrances shall be well defined as seen from the public streets, access drives, sidewalks and parking areas.

Materials:

- Buildings shall be constructed with materials of durability and quality.
- Preferred materials include, but are not limited to: architecturally treated pre-cast concrete, brick, stone architectural metals and non-reflective glass.
- Stucco (including E.I.F.S.) may be used, if the quality of the design and detailing is consistent with the character of the existing and new buildings in the DDR Zone, taking into account the varying age, nature, and character of such buildings and improvements. Where stucco is used, articulation of surfaces and architectural detailing is required. Stucco wall systems must be placed on a durable architectural base at the ground. High impact-resistant stucco is required for all locations below 8' above grade.
- Site-cast concrete is allowed only with a sandblasted finish or architectural jointing and details. Tilt-up wall systems with architectural jointing and details are allowed. Pre-cast twin-tee wall systems are not allowed.

Colors/Glass:

- Building colors shall be predominantly in earth tones. Clean, crisp, lighter earth tones, including off-whites may also be used. Use of brighter colors for accents or detailing may be allowed, but shall be limited.
- Highly reflective building materials are discouraged. Low reflectivity glass must be utilized.

Roofscape:

- Rooftops constitute a significant architectural visual element in the DDR Zone. Reasonable effort will be made to enclose or screen all rooftop mechanical units, communication equipment and similar devices from view from the surrounding public streets, or sufficiently blended in with the architecture of the building.
- Rooftop penthouse enclosures shall be architecturally compatible with similar materials or colors used in the building, landscaping, and fencing on the Nutraceutical Property.
- Mechanical/electrical equipment shall be designed to be an integral part of the development of the Nutraceutical Property. For new development, no heating, air conditioning, electrical, window washing, telecommunications or other equipment may be installed on the roof of any building or hung on the exterior or enclosed in a chimney element, unless it is designed and

completed in a way that is consistent with and integral to the existing building architecture located on the Nutraceutical Property. For remodels of or additions to existing improvements on the Nutraceutical Property, reasonable steps shall be taken to mitigate or reduce the visibility to the public of such mechanical/electrical equipment from the public streets.

- Communications or electronic antennas shall be screened from view from the public streets.

Fences and Walls:

- Fences and walls shall be compatible with the building architecture and landscaping elements located on the Nutraceutical Property. Wood, chain link or vinyl-coated chain link fencing materials are unacceptable.
- Fences and walls located in any required setback areas, where otherwise allowed under City ordinance, shall be integrated into the site landscaping in a visually acceptable manner.

Screening of Service Areas:

- Loading docks, service areas, dumpsters shall be enclosed or screened from public view to the greatest extent possible. Enclosures or screens shall be designed as an integral part of the architecture of the buildings on the Nutraceutical Property.

B. Design Criteria – Existing Buildings on the Nutraceutical Property

These design guidelines apply to all buildings located on the Nutraceutical Property as of the date of this Agreement. Maintaining the architectural character of the existing brick buildings is a primary consideration in any development of the Nutraceutical Property. The following guidelines of this Section B for improvement have been established to preserve the architectural character of the DDR Zone.

Brick Structures:

- Painting of exterior brick shall not be allowed. This restriction, however, is not intended to prohibit the use of clear or transparent sealants.
- Fascia, gutters and door trim shall be painted or constructed using colors that accent or are compatible with the colors used on the building or structure located on the Nutraceutical Property.

III. Signage/Graphics.

Signage on the Nutraceutical Property is intended to be for directional purposes and for building identification, and not advertising. The emphasis is on minimizing the amount of signage to avoid visual clutter. Signs are to be of simple, clean design and constructed of durable materials, which are consistent and compatible with the architectural elements of development on the Nutraceutical Property.

A. Temporary Signs

1. Special Events

Temporary signs, if allowed under City ordinances, shall not be larger than the size permitted for Project Announcements referred to below and typically should not remain erected or visible for more than 5 business days.

2. Project Announcement

Purpose: To announce a forthcoming project or project that is under construction.

Amt. Allowed: One per site.

Size: 8' x 8' single or double faced.

Max. Heights: 12' from grade.

Information: Name of project (6" maximum letters). Rendering (4' x 4' maximum). Name and logo of developer, architect, lender, contractors and leasing agent, project type and date of availability (all in 4" maximum high letters). Project address required.

Other: Must be removed no later than date of receipt of a certificate of occupancy.

3. Directional (during construction)

Purpose: Identifying construction entrance and routing traffic through site.

Amt. Allowed: As needed and approved.

Size: 4' x 4' single or double faced.

Max Height: 4' unless mounted on construction fence. Cannot exceed height of construction fence.

Information: Directions only (3" maximum letters).

4. Leasing/For Sale Sign

Purpose: To provide leasing or sale information.

Amt. Allowed: One per street front per site.

Site:	4' x 8', single or double faced
Max Height:	3' from grade to top of sign.
Information:	Brief description ("Space Available", "Site Available"). Contact person or Company. Telephone numbers. Name or logo of leasing agent
Other:	May be installed at commencement of construction and removed when no longer necessary or upon receipt of certificate of occupancy.

B. Permanent Signs

All copy must be placed at least six (6) inches from the edge of the sign. The address of any building on the Nutraceutical Property must be shown on the sign face or pedestal.

1. Building Complex Signs

Definition:	Complex – Three or more buildings located on the Nutraceutical Property with contiguous sites or parts of a single site that are master planned and designed to be architecturally compatible.
Purpose:	To identify the Complex and buildings located within it.
Amt. Allowed:	One Complex sign for the Complex and one building sign for each building.
Type:	Freestanding, monument style with concealed supports (no poles).
Dimensions:	Single sided complex sign – 12' long by 4' high sign with additional base height of 18", double sided complex sign – 9' long by 4' high sign with additional base height of 18".
Information:	Complex name and address on Complex sign; Building or major tenant and address on Building sign.
Other:	Building Complex Signs require the submittal of an integrated sign program to

the Ogden City Planning Department, which program has been found to be in compliance with these Development Standards. Sign dimensions may vary based upon the size, scale, and use of the Complex.

2. Building Signs

Purpose: To identify a building.

Amt. Allowed: One per parcel site per Public Street frontage.

Type: Freestanding, single or double faced, monument style with concealed supports (no poles).

Dimensions: Single sided sign – 12' long by 4' high sign with additional base height of 18"; double sided sign – 9' long by 4' high sign with additional base height of 18". Building signs within a building complex shall not exceed 4' x 8'.

Information: Building or major tenant name and building address.

3. Directional/Informational/Regulatory

Purpose: To provide information, directions and regulations within a parcel.

Amt. Allowed: As required and approved.

Type: Pole mounted.

Dimensions: Maximum twelve (12) square feet, 5' maximum height.

Information: Nutraceutical plans to call its internal road "Nutraway," which shall be in conformance with applicable City ordinances.

Other: Poles must be compatible in color, height and type with the colors and other features of the buildings and other Nutraceutical development features located on the Nutraceutical Property.

EXHIBIT "B"
PHASING OF LANDSCAPING

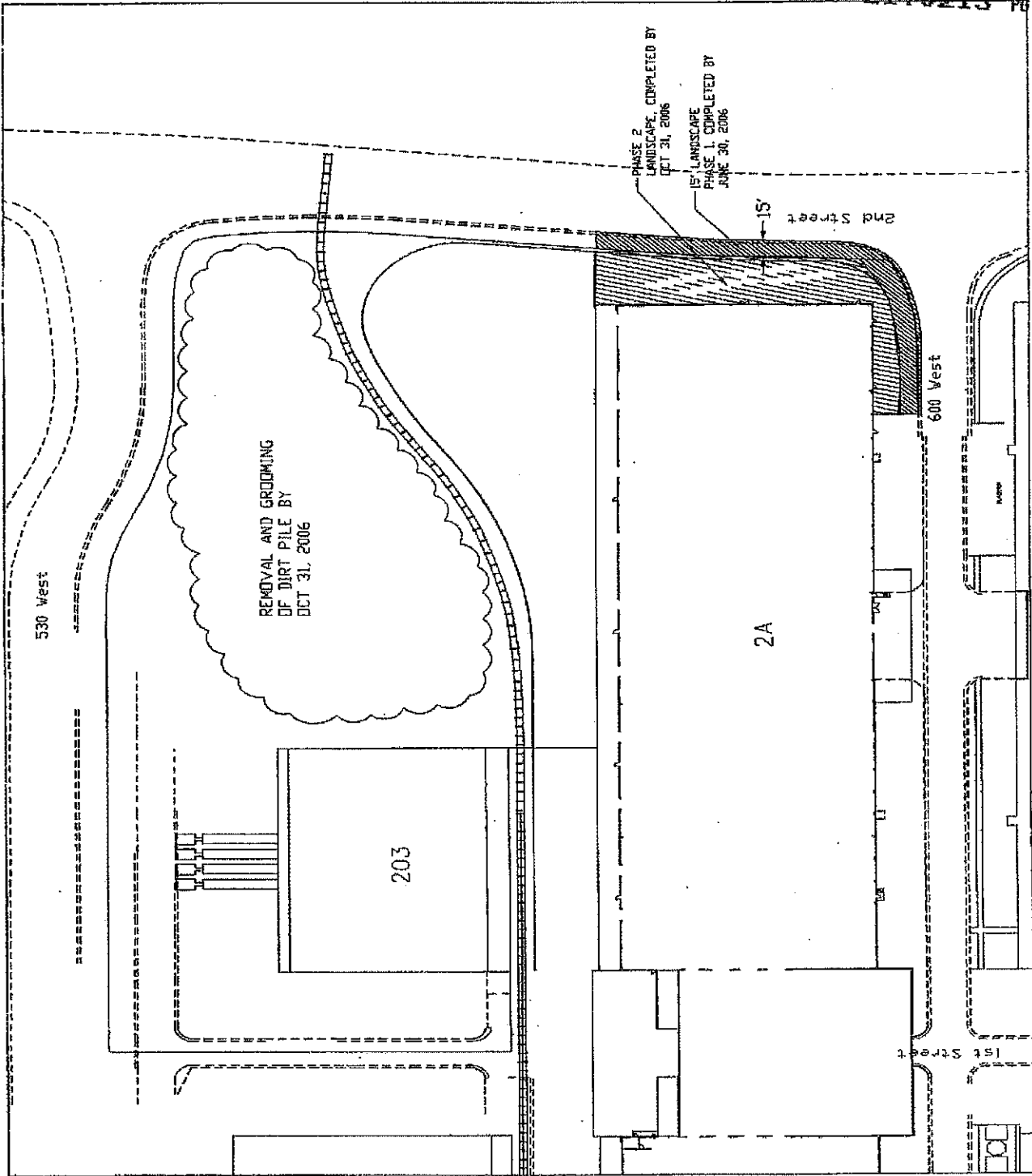
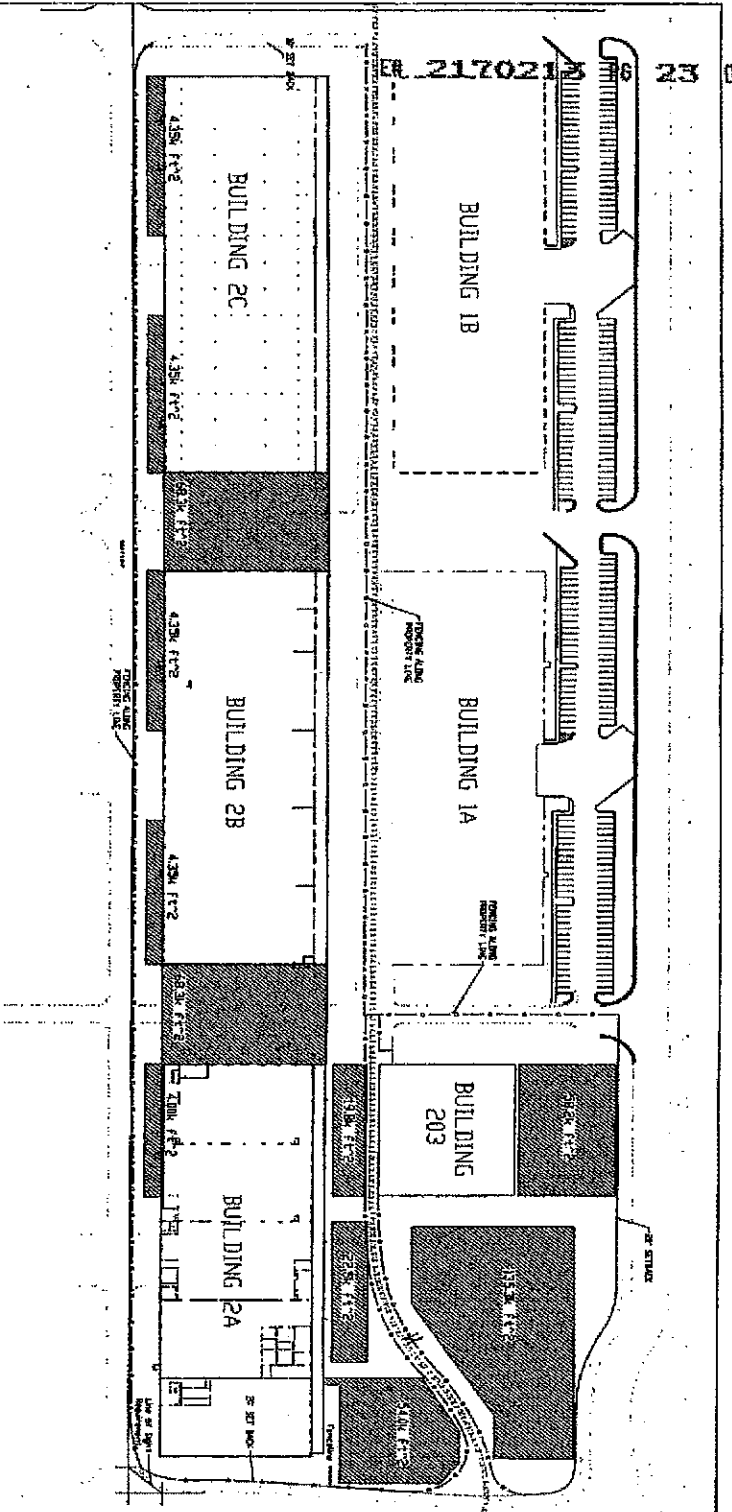


EXHIBIT B:
PHASING OF LANDSCAPING

SCALE: 1" = 100'-0"

EXHIBIT "C"
CONCEPT PLAN



TOTAL = 4478K FT²

--- FENCE LOCATION

▨ FUTURE BUILDING FOOTPRINTS

NOTES

- Construction of one or more building footprints, subject to compliance with all applicable parking regulations and site development standards.
- Building footprints or fence lines may not encroach into dedicated public utility easements.
- Encroachments into Common Railroad Easement subject to paragraph 4a of the Development Agreement.

EXHIBIT C CONCEPTUAL PLAN

EXHIBIT "D"
FENCING HEIGHTS AND MATERIALS

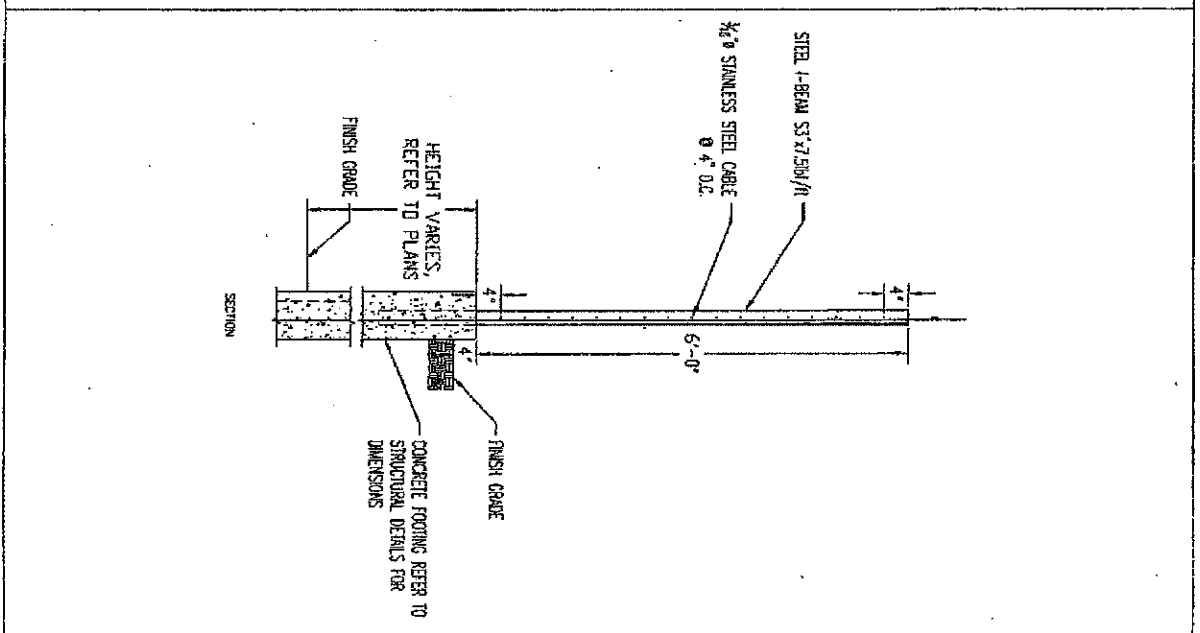
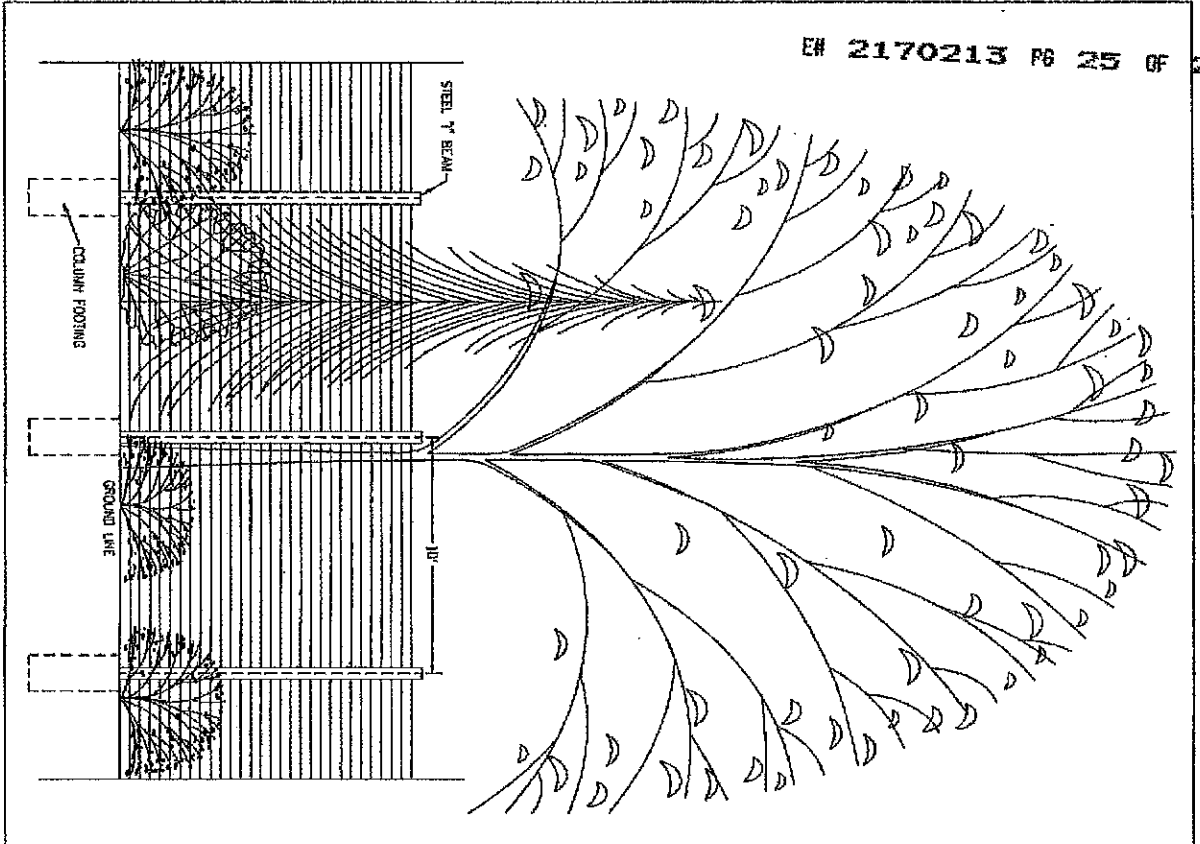


EXHIBIT D FENCING HEIGHTS AND MATERIALS