



WHEN RECORDED, PLEASE RETURN TO:

Robert A. McConnell
Parr Brown Gee & Loveless
185 South State Street, Suite 800
Salt Lake City, Utah 84111

E# 2449573 PG 1 OF 8
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
14-DEC-09 4:50 PM FEE \$27.00 DEP SC
REC FOR: LANDMARK TITLE COMPANY
ELECTRONICALLY RECORDED

AMENDMENT TO PARKING EASEMENT AGREEMENT

This Amendment to Parking Easement Agreement (the "Amendment"), dated this 11 day of December, 2009, by and among **OGDEN CITY**, a Utah municipal corporation, with an address of 2549 Washington Boulevard, Suite 900, Ogden, Utah 84401-2319 ("Ogden"), **BOYER BDO, L.C.**, a Utah limited liability company with an address of 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 ("Boyer BDO"), (Ogden, Boyer BDO and their respective successors being referred to sometimes collectively, as the "Grantor") in favor of **NUTRACEUTICAL CORPORATION**, a Delaware corporation, with an address of 1400 Kearns Boulevard, 2nd Floor, Park City, Utah 84060 ("Nutraceutical").

RECITALS

A. Landlord and Tenant entered into that certain Parking Easement Agreement (250 Non-Exclusive Parking Spaces), dated as of March 31, 2006, and recorded in the office of the Weber County Recorder on March 31, 2006 as Entry No. 2170214 (the "Parking Easement Agreement").

B. Contemporaneously herewith, Nutraceutical is acquiring the property more particularly described as follows (the "Additional Nutraceutical Property"):

All of Lot 19, BUSINESS DEPOT OGDEN PLAT 10 AMENDED, Ogden City, Weber County, Utah according to the official plat thereof on file and of record in the Weber County Recorder's Office, Ogden, Weber County, Utah.
Weber County Parcel No. 12-219-0001. ✓

Together with a non-exclusive perpetual 45 foot wide joint driveway easement for ingress and egress purposes appurtenant to the aforementioned Lot 19, on the north end of Lot 19, BUSINESS DEPOT OGDEN, PLAT 10 AMENDED, and the South end of Lot 22, BDO, Plat 10, as depicted on the recorded plat.

All of Lot 20, BUSINESS DEPOT OGDEN PLAT 10 AMENDED, Ogden City, Weber County, Utah according to the official plat thereof on file and of record in the Weber County Recorder's Office, Ogden, Weber County, Utah.
Weber County Parcel No. 12-219-0002. ✓

None

C. Upon Nutraceutical's acquisition of the Additional Nutraceutical Property, Ogden has agreed that the Additional Nutraceutical Property will be removed from the "Subject Property" as defined in that certain Master Declaration of Covenants, Conditions and Restrictions dated as of December 28, 1999 and recorded in the office of the Weber County recorder on December 30, 1999 as Entry No. 1682125 in Book 2051 at Page 1301 (as supplemented and amended prior to the date hereof, the "Declaration").

D. Grantor and Nutraceutical desire to amend the Parking Easement Agreement such that the Additional Nutraceutical Property shall have the benefit of the easements granted therein and shall be subject to the terms and conditions set forth therein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Nutraceutical amend the Parking Easement Agreement as follows:

1. Expansion of Nutraceutical Parcel. The parties hereby agree that, from and after the date hereof, the term "Nutraceutical Parcel" shall be deemed to include, for all purposes under the Parking Easement Agreement, the Additional Nutraceutical Property.

2. Modification of Parking Area. The parties hereby agree that the definition of "Parking Area," as set forth in Section 1 of the Parking Easement Agreement, shall be amended and restated in its entirety as follows:

"Parking Area' means the parking areas of the BDO described on Exhibit "A" attached to this Amendment, including, without limitation, the 1B Parking Area, the portions of which Boyer BDO shall designate as Specified Parking Area from time to time."

With regard to this Section 2, the parties note that the original Parking Easement Agreement was inadvertently recorded without the original Exhibit "A" being attached thereto.

3. General Provisions. In the event of any conflict between the provisions of the Parking Easement Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Parking Easement Agreement is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, Grantor and Nutraceutical and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

The foregoing Agreement was acknowledged before me this 11th day of December, 2009, by Cindi Mansell, in her/his capacity as the City Recorder of Ogden City.



Lee Ann Peterson
Notary

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

The foregoing Agreement was acknowledged before me this 11th day of December, 2009, by Buck Foorsee, in her/his capacity as the Chief Deputy City Attorney of Ogden City.



Lee Ann Peterson
Notary

"BOYER":

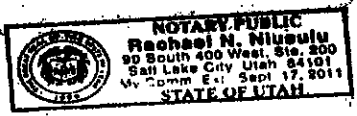
BOYER BDO, L.C., a Utah limited liability company, by its Manager

THE BOYER/GARDNER BDO COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: David G...
Title: Manager

STATE OF UTAH)
COUNTY OF Utah) ss:

The foregoing Agreement was acknowledged before me this 11th day of December, 2009, by David G..., in his capacity as a Manager of THE BOYER/GARDNER BDO COMPANY, L.C., a Utah limited liability company, in its capacity as a Manager of BOYER BDO, L.C., a Utah limited liability company.



[Signature]
Notary

EXHIBIT "A"

Amendment To Parking License Agreement

[Depiction of Parking Area]



Available Parking Areas