



W2912934

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Latham & Watkins LLP
355 South Grand Avenue, Suite 100
Los Angeles, California 90071-1560
Attention: Kim N. A. Boras

E# 2912934 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
02-Apr-18 1212 PM FEE \$28.00 DEP DA
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

12-247-0002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FIRST MODIFICATION TO DEED OF TRUST, SECURITY
AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND
FIXTURE FILING**

by and between

NUTRACEUTICAL CORPORATION,

as Trustor,

and

ANTARES CAPITAL LP,

in its capacity as Administrative Agent and Collateral Agent
for the benefit of the Secured Parties,

as Beneficiary

Dated as of March 30, 2018

Relating to Real Property (as defined herein) at:

*1A, 121 North 530 West & 2A, 2B, 2C (216, 217, 218 and 203) 550 West 2nd Street, Ogden,
Weber County, UT 84404*

17-012696-B

FIRST MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS FIRST MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "**Modification**") is dated as of March 30, 2018 by and between NUTRACEUTICAL CORPORATION, a Delaware corporation, with an address at c/o 1400 Kearns Boulevard, 2nd Floor, Park City, Utah 84060, as Trustor ("**Trustor**"), and ANTARES CAPITAL LP, a Delaware limited partnership having an office at 500 West Monroe Street, Chicago, Illinois 60661, in its capacity as Administrative Agent and Collateral Agent for the benefit of the Secured Parties, as Beneficiary (in such capacities, together with its successors and assigns, "**Beneficiary**"). Unless the context requires otherwise, capitalized terms used in this Modification without definition are as defined in the Original Deed of Trust (as hereinafter defined).

RECITALS

A. WHEREAS, Beneficiary and the First Lien Lenders listed therein entered into a First Lien Credit Agreement dated as of August 23, 2017 with Nutraceutical International Corporation (successor by merger to Nutrition Sub, Inc.), a Delaware corporation ("**Company**"), and Nutrition Parent, LLC, a Delaware limited liability company ("**Holdings**"), as a Guarantor, Trustor, as a Guarantor, each of the other Guarantors from time to time party thereto, the Issuing Banks from time to time party thereto, and Antares Holdings LP, as swing line lender, pursuant to which Beneficiary and the Lenders have made certain Loans and other accommodations to Company (said Credit Agreement, as it may subsequently have been amended, supplemented or otherwise modified from time to time prior to the date hereof, collectively, the "**Original Credit Agreement**");

B. WHEREAS, Trustor has executed and delivered that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 21, 2017, made by Trustor to Beneficiary and recorded on December 27, 2017 as Instrument # 2897258, in the Office of the Recorder for Weber County, Utah (the "**Original Deed of Trust**") against the property described on **Schedule A** attached hereto (the "**Real Property**"), which Original Deed of Trust secures Trustor's obligations under the Original Credit Agreement and the other Obligations;

C. WHEREAS, Company, Holdings, Trustor, the other Guarantors, the Lenders party thereto, and Beneficiary entered into that certain Amendment No. 1 to First Lien Credit Agreement dated as of March 2, 2018 (the "**First Amendment**", and the Original Credit Agreement, as amended by the First Amendment, and as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which amended the Original Credit Agreement and (among other things) effected the refinancing of (without increasing) certain of the Loans to adjust the pricing thereof;

D. WHEREAS, in order confirm the continued security of the obligations and liabilities of Trustor under the Credit Agreement and any and all other documents evidencing and/or securing the credit facilities made available pursuant to the terms of the Credit Agreement, Trustor and Beneficiary have agreed to amend the Original Deed of Trust as set forth below; and

E. WHEREAS, pursuant to the Intercreditor Agreement, the Original Deed of Trust, as amended by this Modification, shall remain in first lien and security interest status and prior and superior to the Second Lien Deed of Trust;

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary, intending to be legally bound, hereby agree as follows:

1. All references in the Original Deed of Trust to the "Credit Agreement" shall hereafter be deemed to refer to the Credit Agreement as defined herein.
2. All references in the Original Deed of Trust to the "Deed of Trust" shall hereafter be deemed to refer to the Original Deed of Trust as amended by this Modification.
3. The indebtedness secured by the Original Deed of Trust (as modified by this Modification) shall be in a principal amount of up to Three Hundred Forty-Four Million Two Hundred Fifty Thousand and NO/100 Dollars (\$344,250,000.00).
4. Except as set forth in this Modification, the Original Deed of Trust shall remain unamended and unmodified in all respects and the terms and provisions of the Original Deed of Trust are hereby ratified and affirmed in all respects. This Modification shall not be deemed to constitute a novation of the indebtedness secured by the Original Deed of Trust. The parties hereto acknowledge and agree that the Original Deed of Trust, as hereby modified and supplemented, is in full force and effect in accordance with its terms and has not been supplemented, modified or otherwise amended, canceled, terminated or surrendered, except pursuant to this Modification. The warranties, representations, covenants and agreements contained in the Original Deed of Trust, as herein expressly modified and supplemented, are hereby specifically reaffirmed and remade by Trustor (including, without limitation, the granting, assigning and conveying of the Deed of Trust lien on the Mortgaged Property), and the entire Original Deed of Trust, as herein expressly modified and supplemented, is hereby ratified, approved and confirmed in every respect, including, without limitation, Section 12.7 thereof (Intercreditor Agreement). Trustor agrees that the Original Deed of Trust, as modified and supplemented by this Modification, shall continue to secure the indebtedness, liabilities and other Obligations now evidenced by and provided for in the Credit Agreement and the other Loan Documents with the same priority of lien as the Original Deed of Trust.
5. Trustor hereby represents and warrants to Beneficiary that (a) it has the legal power and authority to enter into this Modification without consent or approval by any third party and this Modification constitutes the legal, valid and binding obligation of Trustor, enforceable against Trustor in accordance with its terms except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought in equity or at law), and (b) the execution and delivery by Trustor of this Modification has been duly authorized by all requisite limited liability company or corporate action, as applicable, on the part of Trustor and will not violate any provision of Trustor's organizational documents.
6. Trustor hereby represents and warrants to Beneficiary that, as of the date hereof, (a) to the knowledge of Trustor, no default or event of default under the Original Deed of

Trust has occurred and is continuing, (b) to the knowledge of Trustor, no default or event of default under the Original Deed of Trust will occur as a result of the execution, delivery and performance by Trustor of this Modification, (c) Trustor has not given any notice of any uncured default under the Original Deed of Trust to Beneficiary, and (d) there are no legal proceedings commenced or threatened against Beneficiary by Trustor. Trustor hereby confirms and acknowledges that, to the knowledge of Trustor, Trustor has no offsets, defenses, claims, counterclaims, setoffs, or other basis for reduction with respect to any of Trustor's obligations under the Original Deed of Trust (either before or after its modification by this Modification).

7. Trustor hereby agrees that a breach of any of the representations and warranties made herein shall constitute an Event of Default under the Credit Agreement.

8. The execution, delivery and effectiveness of this Modification shall not operate as a waiver of any right, power or remedy of the Beneficiary under the Original Deed of Trust, or any other document, instrument or agreement executed and/or delivered in connection therewith.

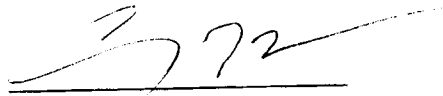
9. This Modification may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Trustor and Beneficiary have on the date set forth in the acknowledgements hereto, effective as of the date first written above, caused this Modification to be duly EXECUTED AND DELIVERED under seal by authority duly given.

TRUSTOR:

NUTRACEUTICAL CORPORATION, a
Delaware corporation


By: 

Name: Cory McQueen
Title: President and Chief Financial Officer

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BENEFICIARY:

ANTARES CAPITAL LP, a Delaware limited partnership, as Administrative Agent and Collateral Agent

By: 

Name: Kyle D. Wilson


Title: Duly Authorized Signatory

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ACKNOWLEDGMENT - TRUSTOR

STATE OF UTAH)
) ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 27 day of March, 2018, by Cory McQueen, the President and Chief Financial Officer of Nutraceutical Corporation, a Delaware corporation.



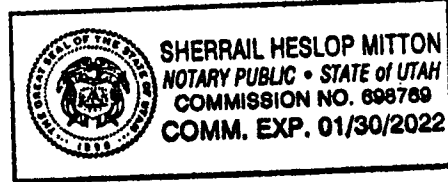
NOTARY PUBLIC

Residing at: 3978 W. 900 S. Ogden, UT 84404

My Commission expires:

1/30/2022

(Notary Seal)

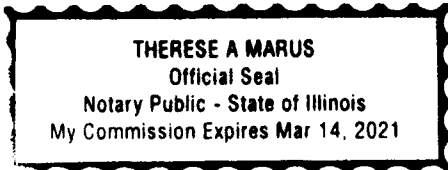


ACKNOWLEDGMENT – BENEFICIARY

State of Illinois
County of Cook

This instrument was acknowledged before me on March 27, 2018 by
Kyle D. Wilson as Duly Authorized Signatory of Antares
Capital LP, a Delaware limited partnership.

(seal)



Therese A. Marus
Signature of notary public

Schedule A

Legal Description

The Land referred to herein below is situated in the County of Weber, State of Utah, and is described as follows:

Parcel 1:

Lot 23, Nutraceutical/ Business Depot Ogden-Plat 10 2nd Amendment according to the official plat thereof, filed for record December 10, 2010 as Entry No. 2506366 in Book 71 at Page 83, Weber County Records.

The following is shown for information purposes only: Tax ID No. 12-243-0002

Parcel 2:

Benefits, terms, conditions and limitations contained in PARKING EASEMENT AGREEMENT (250 NON-EXCLUSIVE PARKING SPACES) dated March 31, 2006, executed by and between Ogden City, a Utah municipal corporation, Boyer BDO, LC., a Utah limited liability company and Nutraceutical Corporation, a Delaware corporation, recorded March 31, 2006 as Entry No. 2170214, Official Records.

As amended by AMENDMENT TO PARKING EASEMENT AGREEMENT dated December 11, 2009, executed by and between Ogden City, a Utah municipal corporation, Boyer BDO, L.C., a Utah limited liability company and Nutraceutical Corporation, a Delaware corporation, recorded December 14, 2009 as Entry No. 2449573, Official Records.

Parcel 3:

Benefits, terms, conditions, easement and limitations contained in PARKING EASEMENT AGREEMENT dated April 24, 2017, executed by and between Ogden City, a Utah municipal corporation, Boyer BDO, L C., a Utah limited liability company and Nutraceutical Corporation, a Delaware corporation recorded April 25, 2017 as Entry No. 2853872, Official Records.