

**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

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Page 1 of 11

Rhonda Francis Summit County Recorder

03/25/2019 03:33:00 PM Fee \$30.00

By Cottonwood Title Insurance Agency, Inc.

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SECOND 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 December 28, 2018

Relating to Real Property (as defined herein) at:

1777 Flanders Way, Park City, Summit County, UT 84098

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

THIS SECOND MODIFICATION TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "**Modification**") is dated as of December 28, 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 No. 01083915, at Book 2443, Page 1830, in the Office of the Recorder for Summit County, Utah (the "**Official Records**") and as modified by that certain First Modification to Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of March 30, 2018 and recorded April 2, 2018 as Instrument No. 01088918, at Book 2456, Page 0203, in the Official Records (as so modified, the "**Original Deed of Trust**") against the property described on **Schedule 1** 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. 2 to First Lien Credit Agreement dated as of December 28, 2018 (the "**Second Amendment**"), and the Original Credit Agreement, as amended by the Second 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) increased the aggregate amount of the Loans by \$19,000,000.00;

D. WHEREAS, Trustor has conveyed a portion of the Real Property to the Utah Department of Transportation by Warranty Deed dated April 13, 2018 and recorded on April 30, 2018 as Instrument No. 01090556, at Book 2459, page 1605 in the Official Records;

E. 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

F. WHEREAS, pursuant to the Intercreditor Agreement, the Original Deed of Trust, as modified 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. The Original Deed of Trust is amended hereby to delete Exhibit A attached thereto and replace it with **Exhibit A** attached hereto.
2. 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.
3. 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.
4. The indebtedness secured by the Original Deed of Trust (as modified by this Modification) shall be in a principal amount of up to Two Hundred Sixty-Six Million, Eighty-Two Thousand, Eight Hundred Ninety-One and 06/100 Dollars (\$266,082,891.06).
5. 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.

6. 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.

7. 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).

8. 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.

9. 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.

10. 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 J. 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: *Michael Anderson*

Name: Michael Anderson

Title: Duly Authorized Signatory

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ACKNOWLEDGMENT - TRUSTOR

STATE OF UTAH)

) ss:

COUNTY OF SUMMIT Wesber)

MA

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by Cory J. McQueen, the President and Chief Financial Officer of Nutraceutical Corporation, a Delaware corporation.



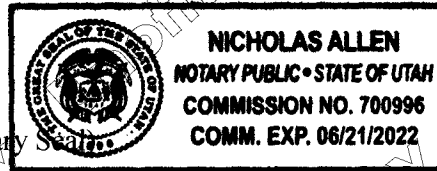
NOTARY PUBLIC

Residing at: 2917 N. 850. E.
North Ogden, UT 84414

My Commission expires:

06/21/2022

(Notary Seal)

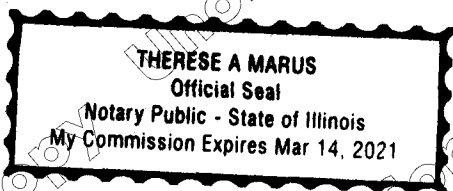


ACKNOWLEDGMENT – BENEFICIARY

State of Illinois
County of Cook

This instrument was acknowledged before me on March 13, 2019 by
Richard Davidson as Duly Authorized Signatory of Antares Capital LP, a
Delaware limited partnership.

(seal)



Therese A. Marus
Signature of notary public

Notary Acknowledgment Page
to Modification
[Park City, Utah]

US-DOCS\105157138

Schedule 1

Legal Description

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

Parcel 1:

A portion of Lot 1, SUN PEAK DRIVE DEDICATION AND PARCEL SUBDIVISION PLAT, recorded November 22, 1994 as Entry No. 419725 of the official records in the office of the Summit County Recorder more particularly described as follows:

Commence at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; said corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31 (Basis of bearing being South 00°00'06" East 2641.45 feet between the Northwest corner and the West quarter corner of said Section 31) South 00°00'06" East a distance of 2283.01 feet; thence East 896.16 feet to the point of beginning; thence East 483.77 feet to a point, said point being on the right-of-way of State Highway U-224; thence along said right-of-way North 00°13'32" West 346.44 feet; thence departing said right-of-way West 149.41 feet to the beginning of a 410 foot radius curve to the right (Center bears North); thence along said curve, through a central angle of 08°27'52" 60.57 feet; thence South 12°39'39" West 115.57 feet to the beginning of a 260 foot radius curve to the right (Center bears North 77°20'21" West); thence along said curve through a central angle of 75°55'25" 344.53 feet; thence departing said curve South 35.22 feet to the point of beginning.

The following is shown for information purposes only:

Tax Parcel No: SPD-1-A
Account ID No. 0316970

Parcel 2:

Benefits, easements, conditions and limitations contained in AGREEMENT FOR EASEMENTS AND MAINTENANCE dated May 14, 1999, executed by and between the Jack Johnson Office Lodge, LC, a Utah limited liability company and Red Barn Development, LC, a Utah limited liability company, recorded November 5, 1999 as Entry No 00552275 in Book 01294 at Page 00533, Official Records.

EXHIBIT A
TO DEED OF TRUST

Legal Description

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

Parcel 1:

A portion of Lot 1, SUN PEAK DRIVE DEDICATION AND PARCEL SUBDIVISION PLAT, recorded November 22, 1994 as Entry No. 419725 of the official records in the office of the Summit County Recorder more particularly described as follows:

Commence at the Northwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; said corner being a brass cap set by the County Surveyor in 1958; thence along the West line of said Section 31 (Basis of bearing being South 00°00'06" East 2641.45 feet between the Northwest corner and the West quarter corner of said Section 31) South 00°00'06" East a distance of 2283.01 feet; thence East 896.16 feet to the point of beginning; thence East 483.77 feet to a point, said point being on the right-of-way of State Highway U-224; thence along said right-of-way North 00°13'32" West 346.44 feet; thence departing said right-of-way West 149.41 feet to the beginning of a 410 foot radius curve to the right (Center bears North); thence along said curve, through a central angle of 08°27'52" 60.57 feet; thence South 12°39'39" West 115.57 feet to the beginning of a 260 foot radius curve to the right (Center bears North 77°20'21" West); thence along said curve through a central angle of 75°55'25" 344.53 feet; thence departing said curve South 35.22 feet to the point of beginning.

Less and except that portion conveyed to the Utah Department of Transportation by Warranty Deed recorded April 30, 2018 as Entry No. 01090556 in Book 2459 at Page 1605, Official Records described as follows:

A parcel of land in fee, for the improvements of the existing highway SR-224 known as Project No. F-0224(45)6, being part of an entire tract of property, situate in Lot 1, Sun Peak Drive Dedication and Parcel Subdivision Plat, recorded as Entry No. 419725 in the office of the Summit County Recorder, and in the SE 1/4 NW 1/4 of Section 31, T.1S., R.4E., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said Lot 1 at the intersection of the existing westerly highway right of way line of said SR-224 and the existing southerly right of way line of Sun Peak Drive, which intersection is 2,283.01 feet S.00°00'06"E. along the section line and 1,380.04 feet East and 346.44 feet N.00°14'00"W. (N.00°13'32"W. by record) from the Northwest Corner of said Section 31, said intersection is also 53.00 feet perpendicularly distant westerly from the control line of said project opposite approximate engineer station 141+77.89 (said control line is also the control line for UDOT Project No. F-060(2)), and running thence S.00°14'00"E. (S.00°13'32"W. by record) 35.11 feet along said existing westerly highway right of way line parallel with said control line to a point opposite engineer station 142+13.00; thence N.45°01'39"W. 49.68 feet to said existing southerly right of way line at a point 88.00 feet perpendicularly distant westerly from said control line opposite engineer station 141+77.75; thence East 35.00 feet along said existing southerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. (Note: Rotate all bearings in the above description 00°02'06" clockwise to obtain highway bearings.)

The following is shown for information purposes only:
Part of Tax Parcel No. SPD-1-A
Account ID No. 0316970

Parcel 2:

Benefits, easements, conditions and limitations contained in AGREEMENT FOR EASEMENTS AND MAINTENANCE dated May 14, 1999, executed by and between the Jack Johnson Office Lodge, LC, a Utah limited liability company and Red Barn Development, LC, a Utah limited liability company, recorded November 5, 1999 as Entry No 00552275 in Book 01294 at Page 00533, Official Records.