

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MADAM) FRIDAY, THE 30TH
)
JUSTICE CONWAY) DAY OF OCTOBER, 2020

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
VITAMIN OLD CO HOLDINGS, INC., VITAMIN OLD CO CENTRES COMPANY,
VITAMIN OLD CO PARENT LLC, VITAMIN OLD CO CORPORATION, VITAMIN
OLD CO CENTERS, INC., VITAMIN OLD CO, INC., VITAMIN OLD CO INVESTMENT
COMPANY, VITAMIN OLD CO LUCKY CORPORATION, VITAMIN OLD CO
FUNDING, INC., VITAMIN OLD CO INTERNATIONAL HOLDINGS, INC., VITAMIN
OLD CO HEADQUARTERS LLC, VITAMIN HOLD CO ASSOCIATES, LTD., VITAMIN
OLD CO CANADA HOLDINGS, INC., VITAMIN OLD CO GOVERNMENT SERVICES,
LLC, VITAMIN OLD CO PUERTO RICO HOLDINGS, INC., AND VITAMIN OLD CO
PUERTO RICO, LLC

APPLICATION OF VITAMIN OLD CO HOLDINGS, INC.,
UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT

RECOGNITION ORDER
(RECOGNITION OF ADDITIONAL U.S. ORDERS IN
FOREIGN MAIN PROCEEDING)

THIS MOTION, made by Vitamin OldCo Holdings, Inc. (formerly known as "GNC Holdings, Inc.") ("**Vitamin Holdings**") in its capacity as the foreign representative (the "**Foreign Representative**") of itself as well as Vitamin OldCo Centres Company, Vitamin OldCo Parent LLC, Vitamin OldCo Corporation, Vitamin OldCo Centers, Inc., Vitamin OldCo, Inc., Vitamin OldCo Investment Company, Vitamin OldCo Lucky Corporation, Vitamin OldCo Funding, Inc., Vitamin OldCo International Holdings, Inc., Vitamin OldCo

Headquarters LLC, Vitamin Holdco Associates, Ltd., Vitamin OldCo Canada Holdings, Inc., Vitamin OldCo Government Services, LLC, Vitamin OldCo Puerto Rico Holdings, Inc., and Vitamin OldCo Puerto Rico, LLC (collectively, the “**Debtors**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order substantially in the form enclosed in the Motion Record was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion, the affidavit of Michael Noel affirmed October 27, 2020 (the “**Noel Affidavit**”), the affidavit of Michael Noel affirmed October 29, 2020 (the “**Second Noel Affidavit**”), the affidavit of Michael Noel affirmed October 29, 2020 (the “**Third Noel Affidavit**”) the Sixth Report of the Information Officer and the factum of the Foreign Representative, and upon hearing submissions of counsel for the Foreign Representative, the Information Officer, and those other parties present, no one appearing for any other person on the Service List, although properly served as appears from the Affidavit of Service of Elizabeth Nigro sworn October 27, 2020, the Affidavit of Service of Elizabeth Nigro sworn October 29, 2020 and the Affidavit of Service of Michael Noel sworn October 29, 2020, and upon being advised that no other persons were served with the aforementioned materials;

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined have the meaning given to them in the Noel Affidavit affirmed October 27, 2020, as applicable.

RECOGNITION OF ADDITIONAL U.S. ORDERS

2. THIS COURT ORDERS that the following orders of the U.S. Court made in the Chapter 11 Cases are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) Forty-First (41st) Omnibus Order (A) Authorizing Rejection of Certain Unexpired Leases Effective as of October 13, 2020 and (B) Granting Related Relief (“**41st Rejection Order**”), attached as Schedule “A” to this Order; and

- (b) Forty-Sixth (46th) Omnibus Order Authorizing the Debtors to Assume and Assign Certain Executory Contracts (“**46th Assumption Order**”), attached as Schedule “B” to this Order.

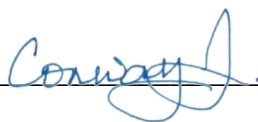
GENERAL

3. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America to give effect to this Order and to assist the Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtors, the Foreign Representative, and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Debtors, the Foreign Representative, and the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

4. THIS COURT ORDERS that each of the Debtors, the Foreign Representative, and the Information Officer shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

5. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order or seek other relief on not less than seven (7) days’ notice to the Debtors, the Foreign Representative, the Information Officer and its respective counsel, and to any other party or parties likely to be affected by the order sought, or upon such other notice, if any, as this Court may order.

6. THIS COURT ORDERS that this Order shall be effective as of 12:01 a.m. Eastern on the date of this Order.



Schedule "A"
41st Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)				
)				Chapter 11
)				
Vitamin OldCo Holdings, Inc.,)				Case No. 20-11662 (KBO)
(f/k/a GNC Holdings, Inc.), <i>et al.</i> ,)				
)				(Jointly Administered)
Debtors. ¹)				Docket Ref. No. 1387

**FORTY-FIRST (41ST) OMNIBUS
ORDER (A) AUTHORIZING REJECTION
OF CERTAIN UNEXPIRED LEASES EFFECTIVE
AS OF OCTOBER 13, 2020 AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”)² of the Debtors for an order (this “*Order*”), (a) authorizing the Debtors to reject certain unexpired leases or occupancy agreements of nonresidential real property (each, a “*Rejection Lease*,” and collectively, the “*Rejection Leases*”), a list of which is annexed as **Schedule 1** hereto, effective as of October 13, 2020 (the “*Rejection Date*”); and (b) authorizing the Debtors to abandon the Remaining Property located at the Premises as of the Rejection Date; and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors,

¹ The debtors in these Chapter 11 Cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Vitamin OldCo Holdings, Inc. (f/k/a GNC Holdings, Inc.) (6244); Vitamin OldCo Parent LLC (f/k/a GNC Parent LLC) (7572); Vitamin OldCo Corporation (f/k/a GNC Corporation) (5170); Vitamin OldCo Centers, Inc. (f/k/a General Nutrition Centers, Inc.) (5168); Vitamin OldCo, Inc. (f/k/a General Nutrition Corporation) (4574); Vitamin OldCo Investment Company (f/k/a General Nutrition Investment Company) (3878); Vitamin OldCo Lucky Corporation (f/k/a Lucky Oldco Corporation) (7141); Vitamin OldCo Funding, Inc. (f/k/a GNC Funding, Inc.) (7837); Vitamin OldCo International Holdings, Inc. (f/k/a GNC International Holdings, Inc.) (9873); Vitamin OldCo Headquarters LLC (f/k/a GNC Headquarters LLC) (7550); Vitamin HoldCo Associates, Ltd. (f/k/a Gustine Sixth Avenue Associates, Ltd.) (0731); Vitamin OldCo Canada Holdings, Inc. (f/k/a GNC Canada Holdings, Inc.) (3879); Vitamin OldCo Centres Company (f/k/a General Nutrition Centres Company) (0939); Vitamin OldCo Government Services, LLC (f/k/a GNC Government Services, LLC) (2226); Vitamin OldCo Puerto Rico Holdings, Inc. (f/k/a GNC Puerto Rico Holdings, Inc.) (4559); and Vitamin OldCo Puerto Rico, LLC (f/k/a GNC Puerto Rico, LLC) (7234). The debtors’ mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon all of the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and Bankruptcy Rule 6006, the Rejection Leases identified in **Schedule 1** attached hereto, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected effective as of the Rejection Date.³
3. The Debtors are authorized, but not directed, to abandon the Remaining Property that is owned by the Debtors and located on the Premises. Any furniture, fixtures, and equipment, or other personal property remaining on the Premises as of the Rejection Date is deemed abandoned effective as of the Rejection Date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances. The Landlords to each Rejection Lease are authorized

³ For the avoidance of doubt, the rejection of a lease is deemed effective no earlier than the Debtors' unequivocal surrender of the leased premises via the delivery of the keys, key codes, and alarm codes to the premises, as applicable, to the applicable Landlord, or, if not by delivering such keys and codes, then by providing notice that the Landlord may re-let the premises.

to use or dispose of any such property in their sole discretion, without notice or liability to the Debtors or any third party and without further notice or order of this Court and, to the extent applicable, the automatic stay is modified to allow such disposition. The Debtors shall have removed from the Premises any property leased by the Debtors from third parties on or prior to the Rejection Date.

4. Nothing in this Order authorizes the Debtors to abandon personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual's first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number) (the "*PII*") of any customers. Nothing in this Order relieves the Debtors' of their obligation to comply with state or federal privacy and/or identity theft prevention laws and rules with respect to PII. Prior to abandonment of any Remaining Property, the Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors' hardware, software, computers, cash registers, or similar equipment which are to be abandoned or otherwise disposed of so as to render the PII unreadable or undecipherable.

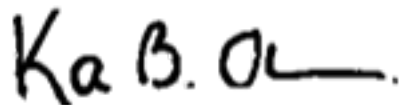
5. Any proofs of claim for damages in connection with the rejection of the Rejection Leases, if any, shall be filed no later than thirty (30) days after entry of this Order.

6. Nothing in the Motion or this Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim. Nothing contained in this Order shall be deemed to increase, decrease,

reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

7. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.
8. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.
9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: October 29th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
000165	16111 JAMAICA AVENUE, LLC DAVID MALANGA 107 E 88TH ST NEW YORK, NY 10128	GENERAL NUTRITION CORPORATION	161-11 JAMAICA AVENUE QUEENS, NY
004170	1713896 ALBERTA LTD 10180-111 STEET EDMONTON, AB T5K 1K6	GENERAL NUTRITION CENTRES COMPANY	ERIN RIDGE POWER CENTRE 935 ST. ALBERT TRAIL ST ALBERT, AB CANADA
004503	6914888 CANADA INC. 1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5	GENERAL NUTRITION CENTRES COMPANY	DEERFOOT MEADOWS 840-8180 11TH STREET SE CALGARY, AB CANADA
004072	BENTALLGREENOAK (CANADA) LIMITED PARTNERSHIP DRIFTWOOD MALL ADMIN OFFICE 2751 CLIFFE AVENUE COURTENAY, BC V9N 2L8	GENERAL NUTRITION CENTRES COMPANY	DRIFTWOOD MALL 2751 CLIFFE AVE COURTENAY, BC CANADA
004263	BENTALLGREENOAK (CANADA) LP ITF WHITE OAKS MALL HOLDING LTD 1105 WELLINGTON ROAD LONDON, ON N6E 1V4	GENERAL NUTRITION CENTRES COMPANY	WHITE OAKS MALL 1105 WELLINGTON RD LONDON, ON CANADA
003428	BOHANNON DEVELOPMENT COMPANY LARRY IVICH SIXTY 31ST AVENUE SAN MATEO, CA 944033404	GENERAL NUTRITION CORPORATION	HILLSDALE MALL 393 HILLSDALE MALL SAN MATEO, CA
004090	CALLOWAY REAL ESTATE INVESTMENT TRUST INC. 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	ARGYLE MALL 332 CLARKE ROAD LONDON, ON CANADA
004206	CALLOWAY REIT (ST. THOMAS) INC. 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SMARTCENTRES ST. THOMAS 1063 TALBOT STREET ST. THOMAS, ON CANADA

Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
004180	CAMERON DEVELOPMENT MANAGEMENT 10180-111 STREET EDMONTON, AB T5K 1K6	GENERAL NUTRITION CENTRES COMPANY	MANNING TOWN CENTRE 15733 37 STREET EDMONTON, AB CANADA
004181	CF REALTY HOLDINGS INC SHOPS AT DON MILLS 7 MAGINN MEWS TORONTO, ON M3C 0G8	GENERAL NUTRITION CENTRES COMPANY	SHOPS AT DON MILLS 1090 DON MILLS RD TORONTO, ON CANADA
004066	CORNWALL CENTRE INC.202-2114 11TH AVE REGINA, SK S4P0J5	GENERAL NUTRITION CENTRES COMPANY	CORNWALL MALL2102-11TH AVEREGINA, SKCANADA
000748	DALY CITY SERRAMONTE CENTER, LLC WILL DAMRATH DALY CITY SERRAMONTE CENTER, LLC C/O REGENCY CENTERS CORPORATION ONE INDEPENDENT DRIVE SUITE 114 JACKSONVILLE, FL 32202-5019	GENERAL NUTRITION CORPORATION	SERRAMONTE CENTER 45C SERRAMONTE CENTER DALY CITY, CA
004225	EUROPRO (LAMPTON MALL) LP 1380 LONDON RD ATTN: ADMINISTRATION OFFICE SARNIA, ON N7S1P8	GENERAL NUTRITION CENTRES COMPANY	LAMPTON MALL 1380 LONDON ROAD UNIT33 SARNIA, ON CANADA
004086	FIRST CAPITAL BRIDGEPORT CORP 589 FAIRWAY ROAD SOUTH UNIT# 6 KITCHENER, ON N2C 1X4	GENERAL NUTRITION CENTRES COMPANY	BRIDGEPORT PLAZA 13/14-94 BRIDGEPORT RD EA WATERLOO, ON CANADA
004038	FIRST RICHMOND NORTH SHOPPING CENTRES LIMITED 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SMART CENTRES CENTRAL @ G 1825-4720 MCCLELLAND ROAD RICHMOND, BC CANADA
004191	HARVARD PROPERTY MANAGEMENT INC 2000-1874 SCARTH STREET YORKTON, SK S4P 4B3	GENERAL NUTRITION CENTRES COMPANY	YORK STATION 275 BROADWAY ST E YORKTON, SK CANADA
004091	HERITAGE MALL LP C/O THE STERLING GROUP 1350 -16 STREET EAST OWEN SOUND, ON N4K6N7	GENERAL NUTRITION CENTRES COMPANY	HERITAGE PLACE 1350 16TH STREET EAST OWEN SOUND, ON CANADA

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Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
18) 004270	HOOPP REALTY INC 1500 FISHER ST SUITE 200 NORTH BAY, ON P1B 2H3	GENERAL NUTRITION CENTRES COMPANY	NORTHGATE SQUARE 1500 FISHER ST NORTH BAY, ON CANADA
19) 004504	IVANHOE CAMBRIDGE II INC. AND WOODGROVE HOLDINGS INC. 1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5	GENERAL NUTRITION CENTRES COMPANY	WOODGROVE CENTRE 6631 ISLAND HIGHWAY N NANAIMO, BC CANADA
20) 004171	MAJOR WESTON CENTRES LIMITED 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SMARTCENTRES VAUGHAN 3604 MAJOR MACKENZIE DR VAUGHAN, ON CANADA
21) 009951	MARTINSVILLE MALL, LLC/DRE HANKINS 2529 VIRGINIA BEACH BLVD VIRGINIA BEACH, VA 23452	GENERAL NUTRITION CORPORATION	VILLAGES OF MARTINSVILLE240 COMMONWEALTH BLVDMARTINSVILLE, VA
22) 004067	MAYFLOWER MALL 800 GRAND LAKE ROAD SYDNEY, NS B1P 6S9	GENERAL NUTRITION CENTRES COMPANY	MAYFLOWER MALL 800 GRAND LAKE ROAD SYDNEY, NS CANADA
23) 004186	NORTH PARK SHOPPING CENTRES LIMITED 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	NORTH PARK SC 1405 LAWRENCE AVE W TORONTO, ON CANADA
24) 003695	OAKRIDGE MALL LLC 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	GENERAL NUTRITION CORPORATION	WESTFIELD OAKRIDGE 925 BLOSSOM HILL SAN JOSE, CA
25) 004048	OPB REALTY INC. 7001MUMFORD RD HALIFAX PLACE SUITE 203 HALIFAX, NS B3L 4R3	GENERAL NUTRITION CENTRES COMPANY	HALIFAX SHOPPING CENTER 7001 MUMFORD ROAD HALIFAX, NS CANADA

Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
004039	OPB REALTY, INC. UNIT 86-1225 ST MARY'S ROAD WINNIPEG, MB R2M 5E5	GENERAL NUTRITION CENTRES COMPANY	ST. VITAL CENTER 130-1225 ST MARY'S RD WINNEPEG, MB CANADA
004189	REVENUE PROPERTIES COMPANY LIMITED C/O MORGUARD INVESTMENTS 6464 YOUNGE STREET SUITE 232 BRAIMPTON, ON M2M 3X4	GENERAL NUTRITION CENTRES COMPANY	CENTERPOINT MALL 6464 YOUNGE ST NORTH YORK, ON CANADA
004187	RIOCAN MANAGEMENT INC., AS AGENT FOR RIOCAN HOLDINGS (TIV) INC. AND 1633272 ALBERTA ULC MELISSA PROSKY C/O RIOCAN MANAGEMENT INC 8555 CAMPEAU DR, SUITE 400 OTTAWA , ON K2T 0K5	GENERAL NUTRITION CENTRES COMPANY	TANGER OUTLETS IN OTTAWA 8555 CAMPEAU DR OTTOWA, ON CANADA
004201	RIOCAN PS INC. 2300 YONGE ST SUITE 500 TORONTO, ON M4P 1E4	GENERAL NUTRITION CENTRES COMPANY	SHOPPES ON QUEEN WEST 601 QUEEN STREET WEST TORONTO, ON CANADA
004196	RIOKIM HOLDINGS (ONTARIO) INC. 2300 YONGE ST SUITE 500 TORONTO, ON M4P 1E4	GENERAL NUTRITION CENTRES COMPANY	SHOPPERS WORLD DANFORTH3003 DANFORTH AVETORONTO, ONCANADA
004256	RIOTRIN PROPERTIES (OAKVILLE) INC. 2300 YONGE ST SUITE 500 TORONTO, ON M4P 1E4	GENERAL NUTRITION CENTRES COMPANY	RIO CENTRE OAKVILLE 478 DUNDAS STREET WEST OAKVILLE, ON CANADA
004203	RK (SHEPPARD CENTRE) INC. 2 SHEPPARD AVENUE EAST SUITE 400 TORONTO, ON M2N 5Y7	GENERAL NUTRITION CENTRES COMPANY	YONGE SHEPPARD CENTRE 4841 YONGE STREET TORONTO, ON CANADA
004174	SKYLINE COMMERCIAL MANAGEMENT INC 70 FOUNTAIN STREET GUELPH, ON N1H 3N6	GENERAL NUTRITION CENTRES COMPANY	WALKER PLACE 4140 WALKER RD WINDSOR, ON CANADA

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Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
000857	STARWOOD RETAIL PARTNERS LLC PATRICK CAIRNS 1 EAST WACKER STREET SUITE 3600 CHICAGO , IL 60601	GENERAL NUTRITION CORPORATION	SOLANO MALL 1350 TRAVIS BLVD FAIRFIELD, CA
004234	TC CRANBROOK CENTRE LTD C/O CRESTWELL REALTY INC 606-450 SW MARINE DRIVE VANCOUVER, BC V5X 0C3	GENERAL NUTRITION CENTRES COMPANY	TAMARACK CENTRE 1500 CRANBROOK ST N.#115 CRANBROOK, BC CANADA
002589	THE ESTATE OF LILLIAN GOLDMAN, THE LILLIAN GOLDMAN FAMILY LLC C/O LGF ENTERPRISES 1185 SIXTH AVENUE 10TH FLOOR NEW YORK, NY 10036	GENERAL NUTRITION CORPORATION	37-87 JUNCTION BLVD. CORONA, NY

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Schedule "B"
46th Assumption Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
Vitamin OldCo Holdings, Inc.,)	
(f/k/a GNC Holdings, Inc.), <i>et al.</i> ,)	Case No. 20-11662 (KBO)
)	
Debtors. ¹)	(Jointly Administered)
)	Docket Ref. No. 1407

**FORTY-SIXTH (46th) OMNIBUS ORDER AUTHORIZING
THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS**

Upon the motion (the “*Motion*”)² of the Debtors for an order (this “*Order*”), pursuant to section 365 of the Bankruptcy Code, authorizing the Debtors to assume and assign the Additional Contracts listed on **Schedule 1** attached hereto to the Assignee, effective as of the date of Closing; and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order*

¹ The debtors in these Chapter 11 Cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: Vitamin OldCo Holdings, Inc. (f/k/a GNC Holdings, Inc.) (6244); Vitamin OldCo Parent LLC (f/k/a GNC Parent LLC) (7572); Vitamin OldCo Corporation (f/k/a GNC Corporation) (5170); Vitamin OldCo Centers, Inc. (f/k/a General Nutrition Centers, Inc.) (5168); Vitamin OldCo, Inc. (f/k/a General Nutrition Corporation) (4574); Vitamin OldCo Investment Company (f/k/a General Nutrition Investment Company) (3878); Vitamin OldCo Lucky Corporation (f/k/a Lucky Oldco Corporation) (7141); Vitamin OldCo Funding, Inc. (f/k/a GNC Funding, Inc.) (7837); Vitamin OldCo International Holdings, Inc. (f/k/a GNC International Holdings, Inc.) (9873); Vitamin OldCo Headquarters LLC (f/k/a GNC Headquarters LLC) (7550); Vitamin OldCo Associates, Ltd. (f/k/a Gustine Sixth Avenue Associates, Ltd.) (0731); Vitamin OldCo Canada Holdings, Inc. (f/k/a GNC Canada Holdings, Inc.) (3879); Vitamin OldCo Centres Company (f/k/a General Nutrition Centres Company) (0939); Vitamin OldCo Government Services, LLC (f/k/a GNC Government Services, LLC) (2226); Vitamin OldCo Puerto Rico Holdings, Inc. (f/k/a GNC Puerto Rico Holdings, Inc.) (4559); and Vitamin OldCo Puerto Rico, LLC (f/k/a GNC Puerto Rico, LLC) (7234). The debtors’ mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon all of the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to assume and assign the Additional Contracts, identified on **Schedule 1** attached hereto, to the Assignee, effective as of the date of the Closing (the “Closing Date”). For the avoidance of doubt, the payment of all applicable cure costs, if any (as established pursuant to the Assumption Procedures under the Bidding Procedures Order), shall be paid by the Buyer, shall not be funded from the Disputed Cures Escrow Account established pursuant to the confirmed *Seventh Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1398] (the “**Plan**”) except to the extent that an amount was funded into the Disputed Cures Escrow Account on account of a particular Additional Contract pursuant to the Assumption Procedures under the Bidding Procedures Order, and shall, pursuant to section 365 of the Bankruptcy Code and other applicable law, (a) effect a cure of all defaults existing thereunder as of the Closing Date and (b) compensate for any actual pecuniary loss to each non-Debtor party resulting from any such defaults. Accordingly, on and as of the Closing Date, the Debtors shall not have any further

liabilities or obligations to the non-Debtor parties to the Additional Contracts arising prior to the Closing Date with respect to, and the non-Debtor parties to the Additional Contracts shall be forever barred, estopped and permanently enjoined from seeking, any additional amounts or Claims against the Debtors that arose, accrued, or were incurred at any time on or prior to the Closing Date on account of the Debtors' cure or compensation obligations arising under section 365 of the Bankruptcy Code; *provided*, that, notwithstanding anything to the contrary in this Order, all obligations arising under the Additional Contracts prior to the Closing Date, but that were not in default as of the Closing Date, shall be assumed by Buyer as of the Closing Date and paid by Buyer in the ordinary course of business as and when they come due.

3. Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement ("**SHA**") between the Debtors and Harbin Pharmaceutical Group Holding Co., Ltd., no contract between a Debtor and Oracle America, Inc., successor in interest to Dyn, Inc. and AddThis ("**Oracle**"), will be assumed and/or assigned without (1) Oracle's prior written consent; (2) cure of any default under such contract; and (3) execution by the Debtors or their successors and the Buyer of mutually agreeable assignment documentation in a final form to be negotiated after entry of this Order. In addition, no provision of this Order or the SHA shall be construed to authorize (1) the transfer of any Oracle license agreement to any third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle's express prior written consent.

4. Except as specifically set forth herein, nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed

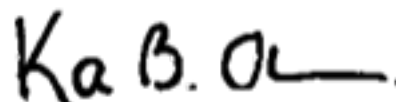
or construed as an admission as to the validity or priority of any claim against the Debtors, or a waiver of the rights of the Debtors and their estates.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

6. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: October 29th, 2020
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

GNC
Executory Contracts

	Counterparty	Contract Type / Name	Address
1)	ERIC S. MILLER	FRANCHISE AGREEMENT FOR STORE - 3755	608 MEADOWVIEW COURT MAPLE GLEN PA 19002 USA
2)	FIROOZ A. POSHTKOOHI	FRANCHISE AGREEMENT FOR STORE - 7650	7123 HOT CREEK TRACE HUMBLE TX 77346 USA
3)	FULLSCREEN, LLC	VIDEO INTEGRATION AGREEMENT	12180 MULLINIUM DRIVE LOS ANGELES CA 90094 USA
4)	GLANBIA PERFORMANCE NUTRITION (NA), INC.	PRIVATE LABEL PURCHASE AGREEMENT	3500 LACEY RD DOWNERS GROVE IL 60515 USA
5)	GLANBIA PERFORMANCE NUTRITION (NA), INC.	PREFERRED PROGRAM AGREEMENT	3500 LACEY RD DOWNERS GROVE IL 60515 USA
6)	HEE MOON KIM, GENERAL DIRECTOR C/O DONGWON F&B VIETNAM COMPANY LIMITED	OMNIBUS AGREEMENT - VIETNAM	1521, 15 FLOOR, PEARL PLAZA BUILDING, 561A DIEN BIEN PHU ST., WARD 2, BINH THANH DIST., HO CHI MINH CITY, VIETNAM
7)	HEE MOON KIM, GENERAL DIRECTOR C/O DONGWON F&B VIETNAM COMPANY LIMITED	DEVELOPMENT AGREEMENT - VIETNAM	1521, 15 FLOOR, PEARL PLAZA BUILDING, 561A DIEN BIEN PHU ST., WARD 2, BINH THANH DIST., HO CHI MINH CITY, VIETNAM
8)	HEE MOON KIM, GENERAL DIRECTOR C/O DONGWON F&B VIETNAM COMPANY LIMITED	SWS DEVELOPMENT AGREEMENT - VIETNAM	1521, 15 FLOOR, PEARL PLAZA BUILDING, 561A DIEN BIEN PHU ST., WARD 2, BINH THANH DIST., HO CHI MINH CITY, VIETNAM
9)	HEE MOON KIM, GENERAL DIRECTOR C/O DONGWON F&B VIETNAM COMPANY LIMITED	DISTRIBUTION AGREEMENT - VIETNAM	1521, 15 FLOOR, PEARL PLAZA BUILDING, 561A DIEN BIEN PHU ST., WARD 2, BINH THANH DIST., HO CHI MINH CITY, VIETNAM
10)	HUA SHAN CHEN AND HONG XIN LUO	FRANCHISE AGREEMENT FOR STORE - 6096	602 39TH STREET #101 BROOKLYN NY 11232 USA
11)	JAGJEET S. DOSANJH	FRANCHISE AGREEMENT FOR STORE - 7657	5342 ROEDING ROAD HUGHSON CA 95326
12)	JAMEISON LABORATORIES LTD, WINDSOR RESEARCH LABORATORIES, INC & NUTRICORP INTERNATIONAL	QUALITY AGREEMENT	4025 RHODES DRIVE WINDSOR ON N8W5B5 CANADA
13)	JAVAD BILLOO	FRANCHISE AGREEMENT FOR STORE - 2267	12242 CANYON HILL AVENUE SYLMAR CA 91342 USA
14)	MELBA E. NOVILLO	FRANCHISE AGREEMENT FOR STORE - 6648	103 CHELSEA WAY BRIDGEWATER NJ 8807 USA
15)	NATURE'S BEST DBA ISOPURE	PURCHASING AGREEMENT - ISOPURE BRAND AGREEMENT	3500 LACEY RD SUITE 1200 DOWNERS GROVE IL 60515 USA
16)	OPTIMUM NUTRITION	PURCHASING AGREEMENT - OPTIMUM BRAND AGREEMENT	3500 LACEY RD DOWNERS GROVE IL 60515 USA

	Counterparty	Contract Type / Name	Address
17)	ORACLE DATABASE DBA DYNAMIC NETWORK SERVICES, INC.	MASTER SERVICE LEVEL AGREEMENT	1230 ELM STREET, 5TH FLOOR MANCHESTER, NH 03101
18)	PAM VIAR	FRANCHISE AGREEMENT FOR STORE - 5410	3606 APPLING LAKE DRIVE BARTLETT TN 38133 USA
19)	SALESFORCE.COM, INC.	INFORMATION TECHNOLOGY	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
20)	SALESFORCE.COM, INC.	INFORMATION TECHNOLOGY	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
21)	SALESFORCE.COM, INC.	PROGRAMMATIC & CAMPAIGN OPERATIONS SERVICES - MARKETING	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
22)	SALESFORCE.COM, INC.	IT	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
23)	SALESFORCE.COM, INC.	ECOMMERCE OPERATIONS SSO SERVICE CLOUD CHANEL STATEMENT OF WORK CONTRACT	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
24)	SALESFORCE.COM, INC.	OPERATIONS - REALM (SALESFORCE CLOUD)	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
25)	SALESFORCE.COM, INC.	MARKETING	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
26)	SALESFORCE.COM, INC.	ECOMMERCE OPERATIONS	THE LANDMARK ONE MARKET SUITE 300 SAN FRANCISCO CA 94105 USA
27)	THINKTHIN LLC	BRAND AGREEMENT	3500 LACEY RD DOWNERS GROVE IL 60515 USA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., 1985, c. C-36, AS AMENDED Court File No.
CV-20-00642970-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VITAMIN OLDSCO HOLDINGS,
INC. et al.

APPLICATION OF VITAMIN OLDSCO HOLDINGS, INC. UNDER SECTION 46 OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C., 1985, c. C-36, AS AMENDED

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**RECOGNITION ORDER
(RECOGNITION OF ADDITIONAL U.S.
ORDERS IN FOREIGN MAIN PROCEEDING)**

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