Court File No. CV-20-00642970-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	TUESDAY, THE 22ND
	)	
JUSTICE CONWAY	)	DAY OF SEPTEMBER, 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 GNC HOLDINGS, INC., GENERAL NUTRITION CENTRES COMPANY, GNC PARENT LLC, GNC CORPORATION, GENERAL NUTRITION CENTERS, INC., GENERAL NUTRITION CORPORATION, GENERAL NUTRITION INVESTMENT COMPANY, LUCKY OLDCO CORPORATION, GNC FUNDING INC., GNC INTERNATIONAL HOLDINGS INC., GNC CHINA HOLDCO, LLC, GNC HEADQUARTERS LLC, GUSTINE SIXTH AVENUE ASSOCIATES, LTD., GNC CANADA HOLDINGS, INC., GNC GOVERNMENT SERVICES, LLC, GNC PUERTO RICO HOLDINGS, INC. and GNC PUERTO RICO, LLC (the "**Debtors**")

APPLICATION OF GNC 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 GNC Holdings, Inc. ("**GNC Holdings**") in its capacity as the foreign representative (the "**Foreign Representative**") of 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 September 16, 2020 (the **"Noel Affidavit"**), the affidavit of Michael Noel affirmed September 18, 2020 (the "**Second Noel Affidavit**"), the Third 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 September 16, 2020, the Affidavit of Service of Elizabeth Nigro sworn September 18, 2020 and the Affidavit of Service of Michael Noel sworn September 21, 2020 and upon being advised that no other persons were served with the aforementioned materials;

SERVICE AND DEFINITIONS

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined have the meaning given to them in the Noel Affidavit affirmed September 16, 2020.

RECOGNITION OF ADDITIONAL U.S. ORDERS

3. 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) Order (a) authorizing the sale of substantially all of the Debtors' assets free and clear of all claims, liens, liabilities, rights, interests and encumbrances, (b) authorizing the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases and (c) granting certain related relief ("**U.S. Sale Order**"); and

(b) Thirteenth (13th) omnibus order (a) authorizing rejection of certain unexpired leases effective as of August 31, 2020 and (b) granting related relief ("**13th Omnibus Lease Rejection Order**")

attached as Schedules A and B to this Order.

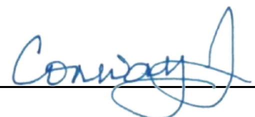
GENERAL

4. 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.

5. 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.

6. 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.

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



Schedules “A” and “B”

(Additional U.S. Orders *to be attached*)

Schedule "A"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	Re: Docket No. 227, 559 & 811

ORDER (I) AUTHORIZING AND APPROVING (A) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES AND (B) THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, AND (II) GRANTING RELATED RELIEF

Upon the motion [Docket No. 227] (the "***Motion***")[2] of the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") for entry of an order (this "***Sale Order***"), (a) authorizing (i) the sale of substantially all of the Debtors' Assets free and clear of all claims, liens, liabilities, rights, interests and encumbrances pursuant to the terms and conditions of the Stalking Horse Agreement dated as of August 7, 2020, a copy of which, together with all amendments thereto, is attached hereto as **Exhibit A** (as may be amended, modified, or supplemented in accordance with the terms of this Sale Order and such agreement, the "***Stalking Horse Agreement***") by and between GNC Holdings, Inc. and certain of its subsidiaries, as seller, and

[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: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and 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 them in the Stalking Horse Agreement (as defined herein), or if not defined therein, in the Motion or the Bidding Procedures Order (as defined herein).

Harbin Pharmaceutical Group Holding Co., Ltd. (the "***Buyer***" and "***Stalking Horse Bidder***"), and (ii) the assumption and assignment of certain of the Debtors' executory contracts and unexpired leases, and (b) granting related relief; and the Court having entered the *Order Approving (I) The Bidding Procedures in Connection with the Sale of All, Substantially All of the Debtors' Assets, (II) the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (III) the Form and Manner of Notice of the Sale Hearing, Assumption Procedures, and Auction Results, (IV) Dates for an Auction and Sale Hearing and (V) Granting Related Relief* [Docket No. 559] (the "***Bidding Procedures Order***"); and the *Order Approving (I) The Debtors' Entry into Stalking Horse Agreement and Related Bid Protections* [Docket No. 811] approving the Stalking Horse Bidder, the Stalking Horse Agreement and the Bid Protections, each as defined below (the "***Stalking Horse Order***"); and the Buyer having been selected as the Successful Bidder; and upon the Buyer and the Debtors having entered into the Stalking Horse Agreement; and the Buyer having designated its subsidiary, ZT Biopharmaceutical LLC, as its designee (the "***Designee***"); and the Sale being effectuated by the Assets being transferred from the Debtors to GNC Holdings, LLC (the "***Assignee***") and the membership interests of the Assignee being transferred to the Designee, such that upon consummation of the Sale, the Assignee will own all of the Assets and take assignment of all of the Selected Assigned Contracts[3]; 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 of Reference* from the United

[3] Accordingly, all references in this Sale Order to the "Buyer" that relate to the assignment of the Selected Assigned Contracts and the rights and obligations of the "Buyer" thereunder, including obligations with respect to Cure Costs and those rights and obligations identified in paragraph 21 of this Sale Order, shall be, and hereby are, deemed references to the Assignee.

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 the *Objection Of The Official Committee Of Unsecured Creditors To Debtors' Motion For Entry Of An Order Approving The Sale Of Substantially All Of The Debtors' Assets Free And Clear Of All Claims, Liens, Liabilities, Rights, Interests, And Encumbrances* [Docket No. 1062] having been consensually resolved in accordance with a settlement between the Debtors, the Committee, the Buyer, the Ad Hoc Group of Convertible Unsecured Notes and the Ad Hoc Group of Crossover Lenders that will be subject to separate approval of this Court; and a hearing having been held to consider the relief requested in the Motion (the "***Sale Hearing***"); and upon the record of the Sale Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:[4]

Jurisdiction, Final Order, and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the Debtors' above-captioned Chapter 11 Cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

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[4] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, and 9014, and applicable Local Rules.

Notice of the Sale and the Cure Payments

D. As evidenced by the affidavits and/or certificates of service filed with the Court,[5] proper, timely, adequate, and sufficient notice of, among other things, the Motion, the Bidding Procedures, the Assumption Procedures, the Stalking Horse Agreement, the Sale, the Sale Hearing, and all deadlines related thereto, has been provided in accordance with sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and in compliance with the Bidding Procedures Order to all parties required to receive such notice.

E. The Debtors served notice substantially in the form of the *Notice of Sale, Bidding Procedures, Auction, and Sale Hearing* [Docket No. 564] (the "***Sale Notice***") on all parties required to receive such notice under the Bidding Procedures Order and applicable rules, published such notice in *The Wall Street Journal (national edition), La Presse*, and *The Globe and Mail*, and posted the Sale Notice on the Debtors' case information website. Such publication of the Sale Notices conforms to the requirements of the Bidding Procedures Order and Bankruptcy Rules

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[5] Such affidavits and/or certificates of service were filed by the Debtors at Docket Nos. 227, 623, 626, 630, 672, 719, 751, 776, 864, 929, 936, 956, 962, 1012, 1098, and 1144.

2002(l) and 9008 and was reasonably calculated to provide notice to any affected party and afford any affected party the opportunity to exercise any rights related to the Motion and the relief granted by this Sale Order. Service and publication of the Sale Notices was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Assets, including the proposed sale of the Assets free and clear of all liens, claims, encumbrances, and interests, the Sale, the Bidding Procedures, and the Sale Hearing.

F. The Debtors served notice substantially in the form of the *Notice of Potential Assumption of Executory Contracts or Unexpired Leases and Cure Amounts* [Docket No. 614], the *First Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Cure Amounts* [Docket No. 927], the *Second Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and Cure Amounts* [Docket No. 1111], and the *Third Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and Cure Amounts* [Docket No. 1182] (collectively, the "***Assumption Notices***") on each of the counterparties to the Assigned Contracts in accordance with the Assumption Procedures and the Bidding Procedures Order. The service of the Assumption Notices was sufficient under the circumstances and in full compliance with the Assumption Procedures and the Bidding Procedures Order, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyer of the Selected Assigned Contracts or the Cure Costs. All counterparties to the Selected Assigned Contracts have had an adequate opportunity to object to the assumption and assignment of the Selected Assigned Contracts and the Cure Costs. Service of the Assumption Notices was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the potential

assumption and assignment of the Selected Assigned Contracts in connection with the sale of the Assets and the related Cure Costs.

G. The Debtors served notice substantially in the form of the *Stalking Horse Selection Notice* [Docket No. 660] (the "***Stalking Horse Selection Notice***"), on all parties required to receive such notice under the Bidding Procedures Order and applicable rules. Service of the Stalking Horse Selection Notice was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of execution of the Stalking Horse Agreement by and between the Debtors and the Stalking Horse Bidder, pursuant to which the Debtors agreed, subject to Court approval, to pay the Bid Protections as set forth in the Stalking Horse Agreement.

H. The Debtors served the *Notice of Cancellation and Successful Bidder* [Docket No. 1128] (the "***Notice of Cancellation***") on all parties required to receive such notice under applicable rules. Service of the Notice of Cancellation was appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the cancellation of the Auction and the Stalking Horse Bidder as the Successful Bidder.

I. The notice described in the foregoing paragraphs is due, proper, timely, adequate, and sufficient notice of the Motion, the Bidding Procedures, the Sale Hearing, the assumption and assignment of the Assigned Contracts, the Sale, and the entry of this Sale Order, and has been provided to all parties in interest. Such notice was, and is, good, sufficient, and appropriate under the circumstances of these Chapter 11 Cases, provided a fair and reasonable opportunity for parties in interest to object, and to be heard, with respect thereto, and was provided in accordance with sections 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, and 9014, and the applicable Local Rules. Accordingly, no other or further notice with respect to such matters is necessary or shall be required.

Business Judgment

J. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for, and compelling circumstances to promptly consummate, the Sale and the other transactions contemplated by the Stalking Horse Agreement and the Transaction Documents (as defined in the Stalking Horse Agreement), including, without limitation, the assumption, assignment, and/or transfer of the Selected Assigned Contracts (collectively, the "***Transaction***") pursuant to sections 105, 363, and 365 of the Bankruptcy Code, prior to and outside of a plan of reorganization, and such action is an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons include, but are not limited to, the fact that: (i) there is substantial risk of depreciation of the value of the Assets if the Sale is not consummated promptly; (ii) the Stalking Horse Agreement and the Closing present the best opportunity to maximize the value of the Debtors' estates; (iii) the cash proceeds from the Sale, once consummated, will be used to indefeasibly pay in full the outstanding DIP Facilities Claims (as defined in the Plan) at Closing and the remaining proceeds will be distributed in accordance with the *Third Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 849], as so modified and amended consistent in all respects with the Plan Amendment Term Sheet (the "***Amended Plan***"); and (iv) unless the Sale is concluded expeditiously as provided for in this Sale Order and pursuant to the Stalking Horse Agreement, potential creditor recoveries may be substantially diminished.

Good Faith of the Buyer; No Collusion

K. The Buyer is purchasing the Assets in good faith and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, and therefore is entitled to, and

granted pursuant to paragraph 35 below, the full rights, benefits, privileges, and protections of that provision, and has otherwise proceeded in good faith in all respects in connection with the Transaction in that, among other things: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Assets; (ii) the Buyer complied with the provisions in the Bidding Procedures Order; (iii) the Buyer agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iv) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; and (v) the negotiation and execution of the Stalking Horse Agreement and Transaction Documents were at arm's length and in good faith.

L. None of the Debtors, the Buyer, any other party in interest, or any of their respective representatives has engaged in any conduct that would cause or permit the Stalking Horse Agreement or any of the Transaction Documents, or the consummation of the Transaction, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any entity in connection therewith.

Highest or Otherwise Best Offer

M. In accordance with the Bidding Procedures Order, the Stalking Horse Agreement was deemed a Qualified Bid.

N. The Debtors have complied in all material respects with the Bidding Procedures Order and accordingly have afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Assets.

O. The Stalking Horse Agreement constitutes the highest or otherwise best offer for the Assets and represents a fair and reasonable offer to purchase the Assets under the circumstances of these Chapter 11 Cases.

P. The Transaction described in the Stalking Horse Agreement was a material inducement for, and an express condition of, the Buyer's willingness to enter into the Stalking Horse Agreement, and will provide a greater benefit to the Debtors, their estates, and their creditors than in the absence of the Transaction.

Q. The Buyer has demonstrated its financial wherewithal to satisfy its obligations under the Stalking Horse Agreement, including its payment of the Purchase Price and otherwise provided adequate assurance of future performance of the Stalking Horse Agreement. *See Notice of Filing of Adequate Assurance Information with Respect to Proposed Stalking Horse Bidder* [Docket No. 681]; *Notice of Filing of Additional Adequate Assurance Information with Respect to the Stalking Horse Bidder* [Docket No. 1074]; *Notice of Filing of Additional Adequate Assurance Information with Respect to the Stalking Horse Bidder* [Docket No. 1190].

No Fraudulent Transfer

R. The Stalking Horse Agreement and Transaction Documents were not entered into, and the Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under applicable law, and none of the parties to the Stalking Horse Agreement or parties to any of the Transaction Documents are consummating the Transaction with any fraudulent or otherwise improper purpose. The Purchase Price for the Assets constitutes reasonably equivalent value, fair consideration and fair value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law.

Validity of Transfer

S. The Debtors have full corporate power and authority (i) to perform all of their obligations under the Stalking Horse Agreement and the Transaction Documents and (ii) to consummate the Transaction. Subject to the entry of this Sale Order, no further consents or approvals are required for the Debtors to consummate the Transaction or otherwise perform their obligations under the Stalking Horse Agreement or the Transaction Documents, except in each case as otherwise expressly set forth in the Final DIP Order,[6] the Stalking Horse Agreement or applicable Transaction Documents.

T. As of the date of the Closing (the "***Closing Date***"), the transfer of the Assets to the Buyer, including, without limitation, the assumption, assignment, and transfer of the Selected Assigned Contracts, will be a legal, valid, and effective transfer thereof, and will vest the Buyer with all right, title, and interest of the Debtors in and to the Assets, free and clear of all Interests (as defined below) accruing or arising any time prior to the Closing Date, except as expressly set forth in the Stalking Horse Agreement.

Section 363(f) Is Satisfied

U. The Buyer would not have entered into the Stalking Horse Agreement and would not consummate the transaction contemplated thereby if the sale of the Assets, including the assumption, assignment, and transfer of the Selected Assigned Contracts to the Buyer, were not free and clear of all Interests of any kind or nature whatsoever (except as expressly set forth in the Stalking Horse Agreement or this Sale Order with respect to permitted liens and Assumed Liabilities (collectively, the "***Permitted Interests***")), or if the Buyer or any of its Affiliates, past,

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6 The "***Final DIP Order***" means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Secured Lenders, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* entered on July 21, 2020 [Docket No. 502].

present and future members or shareholders, lenders, subsidiaries, parents, divisions, agents, representatives, insurers, attorneys, successors and assigns, or any of its or their respective directors, managers, officers, employees, agents, representatives, attorneys, contractors, subcontractors, independent contractors, owners, insurance companies, or partners (each, a "***Buyer Party***," and collectively, the "***Buyer Parties***") would, or in the future could, be liable for any of such Interests (except for Permitted Interests).

V. The Debtors may sell or otherwise transfer the Assets free and clear of all Interests because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests against the Debtors, their estates, or any of the Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Interests who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by the terms of this Sale Order, including, as applicable, by having their Interests, if any, attach to the proceeds of the Sale attributable to the Assets in which such creditor alleges or asserts an Interest, in the same order of priority, with the same validity, force, and effect, that such creditor had against the Assets immediately prior to consummation of the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

W. As used in this Sale Order, the terms "***Interest***" and "***Interests***" include all of the following, in each case, to the extent against or with respect to the Debtors, or in, on, or against, or with respect to any of the Assets: liens (including as defined in section 101(37) of the Bankruptcy Code, and whether consensual, statutory, possessory, judicial, or otherwise), claims (as defined in section 101(5) of the Bankruptcy Code) ("***Claims***"), debts (as defined in section

101(12) of the Bankruptcy Code), encumbrances, obligations, liabilities, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights, or interests of any kind or nature whatsoever, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to, on or subsequent to the commencement of these Chapter 11 Cases, and in each case, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, (a) mortgages, security deeds, deeds of trust, pledges, charges, security interests, levies, hypothecations, encumbrances, servitudes, licenses, encroachments, restrictive covenants, restrictions on transferability, voting, sale, transfer or other similar restrictions, rights of setoff (except for setoffs validly exercised before the Petition Date), rights of use or possession, conditional sale arrangements, deferred purchase price obligations, profit sharing interest, or any similar rights; (b) all claims, including, without limitation, all rights or causes of action (whether in law or equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff (except for setoffs validly exercised before the Petition Date), indemnity or contribution, obligations, demands, restrictions, indemnification claims, or liabilities relating to any act or omission of the Debtors or any other entity, consent rights, options, contract rights, covenants, and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued, or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise; (c) all debts, liabilities, obligations, contractual rights and claims, and labor, employment, and pension claims; (d) any

rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Assets, or any similar rights; (e) any rights under labor or employment agreements; (f) any rights under pension, multiemployer plan (as such term is defined in section 3(37) or section 4001(a)(3) of the Employment Retirement Income Security Act of 1974 (as amended, "***ERISA***")), health or welfare, compensation or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (g) any other employee claims related to worker's compensation, occupation disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (i) ERISA, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Age Discrimination and Employment Act of 1967 and the Age Discrimination in Employment Act, each as amended, (vii) the Americans with Disabilities Act of 1990, (viii) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of any similar state law, (ix) state discrimination laws, (x) state unemployment compensation laws or any other similar state laws, (xi) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (xii) the WARN Act (29 U.S.C. §§ 2101, et seq.) or any state or other laws of similar effect; (h) any bulk sales or similar law; (i) any tax statutes or ordinances or other laws of similar effect, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Assets before the closing of a Sale; (j) any

unexpired and executory contract or unexpired lease to which the Debtors are a party that is not assumed; (k) any other excluded liabilities under the Stalking Horse Agreement; and (l) Interests arising under or in connection with any acts, or failures to act, of the Debtors or any of their predecessors, affiliates, or subsidiaries, including, but not limited to, Interests arising under any doctrines of successor liability (to the greatest extent permitted by applicable law), or transferee or vicarious liability, violation of the Securities Act, the Exchange Act, or other applicable securities laws or regulations, breach of fiduciary duty, or aiding or abetting breach of fiduciary duty, or any similar theories under applicable law or otherwise.

Not a Successor; Not a Sub Rosa Plan

X. The Buyer and the Buyer Parties are not, and shall not be deemed to, as a result of any action taken in connection with the Transaction: (i) be a successor to or a mere continuation or substantial continuation (or other such similarly situated party) to the Debtors or their estates (other than with respect to the assumed liabilities as expressly stated in the Stalking Horse Agreement); or (ii) have, *de facto* or otherwise, merged or consolidated with or into the Debtors.

Y. The Sale does not constitute a *de facto* plan of reorganization or liquidation or an element of such a plan for the Debtors, as it does not and does not propose to: (i) impair or restructure existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any future plan proposed by the Debtors; (iii) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (iv) classify claims or equity interests, compromise controversies, or extend debt maturities.

Assumption, Assignment and/or Transfer of the Assigned Contracts

Z. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Selected Assigned Contracts to the Buyer in each case in

connection with the consummation of the Transaction and (ii) that the assumption and assignment of the Selected Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Selected Assigned Contracts being assigned to the Buyer are an integral part of the Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Selected Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Each and every provision of the documents governing the Assets or applicable nonbankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Assets pursuant to the Transaction, if any, have been or will be satisfied or are otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to a Selected Assigned Contract that has not filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

AA. To the extent necessary or required by applicable law, the Debtors (on behalf of the Buyer) have or will have as of the Closing Date: (i) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Selected Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Except as expressly agreed between the Debtors and a non-Debtor counterparty or as preserved by an Adjourned Objection (as defined below), the respective amounts set forth on the exhibits attached to the Debtors' Assumption Notices (or any supplemental Assumption Notice served in accordance with the Assumption Procedures or any

order of the Bankruptcy Court) are the sole amounts necessary under sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code to cure all such monetary defaults and pay all actual pecuniary losses under the Assigned Contracts.

BB. The promise of the Buyer to perform the obligations first arising under the Selected Assigned Contracts after their assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Selected Assigned Contracts. Any objections to the foregoing, the determination of any Cure Costs, or otherwise related to or in connection with the assumption, assignment, or transfer of any of the Selected Assigned Contracts to the Buyer (other than Adjourned Objections) are hereby overruled on the merits or otherwise treated as set forth in paragraph 3 below. Those non-Debtor counterparties to Selected Assigned Contracts who did not object to the assumption, assignment, or transfer of their applicable Selected Assigned Contract, or to their applicable Cure Cost, are deemed to have consented thereto for all purposes of this Sale Order.

Compelling Circumstances for an Immediate Sale

CC. Time is of the essence in consummating the Transaction. In order to maximize the value of the Assets, it is essential that the sale and assignment of the Assets occur within the time constraints set forth in the Stalking Horse Agreement. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and, sufficient cause

having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Transaction as contemplated by the Stalking Horse Agreement. The Buyer, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the Transaction contemplated by the Stalking Horse Agreement at any time after entry of this Sale Order, subject to the terms and conditions of the Stalking Horse Agreement.

DD. The consummation of the Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105, 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The Motion, and the relief requested therein, is granted and approved, and the Transaction contemplated thereby and by the Stalking Horse Agreement and Transaction Documents are approved, in each case as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order and the Stalking Horse Order are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein, the Stalking Horse Agreement, the Transaction Documents, the Sale, the entry of this Sale Order, or the relief granted herein, including, without limitation, any objections relating to the cure of any non-monetary defaults under any of the Selected Assigned Contracts or the assumption and assignment of any of

the Selected Assigned Contracts to the Buyer by the Debtors that have not been withdrawn, waived, resolved, adjourned, or otherwise settled as set forth herein, as announced to this Court at the Sale Hearing or by stipulation filed with this Court, and all reservations of rights included therein, are hereby denied and overruled on the merits. Timely filed objections to the Sale are hereby adjourned solely with respect to the issue of the proper amount of Cure Costs and not any other issue to September 29, 2020 and the rights of the parties with respect to such issue are expressly preserved (the "***Adjourned Objections***"). Those parties who did not object to the Motion or the entry of this Sale Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

Approval of Stalking Horse Agreement; Binding Nature

4. The Stalking Horse Agreement and the Transaction Documents, including, in each case, any amendments, supplements and modifications thereto, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. The consideration provided by the Buyer for the Assets under the Stalking Horse Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and the Transaction may not be avoided or rejected by any person, or costs or damages imposed or awarded against the Buyer or any Buyer Party, under section 363(n) or any other provision of the Bankruptcy Code.

6. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to, and shall, take any and all actions necessary or appropriate to

(a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Stalking Horse Agreement and the Transaction Documents and otherwise comply with the terms of this Sale Order, and (b) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Stalking Horse Agreement and the Transaction Documents, in each case without further notice to or order of this Court. The Transaction authorized herein shall be of full force and effect, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Stalking Horse Agreement or any other Transaction Document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order; *provided*, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

7. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors, all holders of equity interests in the Debtors, all holders of any Claim(s) (whether known or unknown) against the Debtors, all holders of Interests (whether known or unknown) against, in or on all or any portion of the Assets, all non-Debtor parties to the Selected Assigned Contracts, the Buyer, and all successors and assigns of the foregoing, including, without limitation, any trustee, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of these Chapter 11 Cases, or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' cases.

8. Subject to the terms, conditions, and provisions of this Sale Order, all entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtors to sell and transfer the Assets to the Buyer in accordance with the terms of the Stalking Horse Agreement, the Transaction Documents and this Sale Order and (b) with the ability of the Buyer to acquire, take possession of, use and operate the assets in accordance with the terms of the Stalking Horse Agreement and this Sale Order.

Transfer of Assets Free and Clear of Interests; Injunction

9. Pursuant to sections 105(a), 363(b), 363(f), 365(a), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Assets, including but not limited to the Selected Assigned Contracts, to the Buyer on the Closing Date in accordance with the Stalking Horse Agreement and Transaction Documents. Upon the Debtors' receipt of the Purchase Price (including the Deposit) and as of the Closing Date, such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets free and clear of all Interests of any kind or nature whatsoever (except for Permitted Interests) and shall vest the Buyer with all right, title and interest to and in such Assets subject only to the permitted encumbrances and assumed liabilities expressly set forth in the Stalking Horse Agreement. As soon as practicable following the Closing, the Debtors shall file with the Court a notice confirming the occurrence of the Closing Date.

10. All such Interests shall attach solely to the proceeds of the Sale with the same validity, priority, force, and effect that they now have as against the Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto; *provided*, *however*, that setoff rights will be extinguished to the extent there is no longer mutuality after the

consummation of the Transaction. This Sale Order shall be effective as a determination that, on and as of the Closing, all Interests of any kind or nature whatsoever (except for Permitted Interests) have been unconditionally released, discharged, and terminated in, on, or against the Assets (but not the proceeds thereof). The provisions of this Sale Order authorizing and approving the transfer of the Assets free and clear of Interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

11. Except as expressly permitted by the Stalking Horse Agreement or this Sale Order, all entities holding Interests (other than the permitted encumbrances and assumed liabilities) are hereby forever barred, estopped, and permanently enjoined from asserting their respective Interests against the Buyer or any Buyer Party, and each of its or their respective property and assets, including, without limitation, the Assets. Following the Closing, no holder of any Interest shall interfere with the Buyer's title to or use and enjoyment of the Assets based on or related to any such Interest or based on any action the Debtors may take in the Chapter 11 Cases.

12. On and after the Closing Date, the Buyer shall be authorized to execute and file such documents, and to take all other actions as may be necessary, on behalf of each holder of an Interest to release, discharge, and terminate such Interests in, on and against the Assets (but not the proceeds thereof) as provided for herein, as such Interests may have been recorded or may otherwise exist. On and after the Closing Date, and without limiting the foregoing, the Buyer shall be authorized to file termination statements, mortgage releases or lien terminations in any required jurisdiction to remove any mortgage, record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any Interest that is extinguished or otherwise released pursuant

to this Sale Order. This Sale Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the Buyer to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other Interests in the Assets.

13. On and after the Closing, the entities holding an Interest (other than a permitted encumbrance or assumed liability expressly set forth in the Stalking Horse Agreement) shall execute such documents and take all other actions as may be reasonably necessary to release their respective Interests in the Assets (but not the proceeds thereof), as such Interests may have been recorded or otherwise filed. The Buyer may, but shall not be required to, file a certified copy of this Sale Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtors are incorporated or has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Sale Order as of the Closing Date. All entities that are in possession of any portion of the Assets on the Closing Date shall promptly surrender possession thereof to the Buyer at the Closing.

14. The transfer of the Assets to the Buyer pursuant to the Stalking Horse Agreement and Transaction Documents does not require any consents other than specifically provided for in the Stalking Horse Agreement or as provided for herein. Notwithstanding anything to the contrary contained in this Sale Order, the cash proceeds from the Sale, once consummated, shall be used in accordance with the Restructuring Support Agreement (as defined in the Plan) to indefeasibly pay in full the outstanding DIP Facilities Claims at Closing and the remaining proceeds shall be distributed in accordance with the Amended Plan.

15. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to the Buyer of the Assets and the Debtors' interests in the Assets acquired by the Buyer under the Stalking Horse Agreement. This Sale Order is and shall be effective as a determination that, on the Closing Date, all Interests of any kind or nature whatsoever existing as to the Assets prior to the Closing Date (other than Permitted Interests), shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Sale Order is and shall be binding upon and govern the acts of all entities (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials) who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing entities shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the Transaction contemplated by this Sale Order, the Stalking Horse Agreement, or any Transaction Document.

16. Upon the Closing Date and pursuant to this Sale Order, all conditions precedent in the Stalking Horse Agreement and all obligations of each of the Buyer and the Seller necessary to consummate the Transaction, including those obligations set forth in section 8 of the Stalking Horse Agreement, shall be deemed to have occurred in accordance with the terms of the Stalking Horse Agreement.

Assigned Contracts; Cure Payments

17. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing Date, the Debtors' assumption, assignment and transfer to the Buyer of the Selected Assigned Contracts is hereby authorized and approved in full subject to the terms set forth below.

18. Upon and as of the Closing, the Debtors are authorized and empowered to, and shall, assume, assign, and/or transfer each of the Selected Assigned Contracts to the Buyer free and clear of all Interests (except for Permitted Interests). The payment of the applicable Cure Costs (if any), or the reservation by the Debtors (on behalf of the Buyer) of an amount of cash that is equal to the lesser of (i) the amount of any cure or other compensation asserted by the applicable counterparty to such Selected Assigned Contract as required under section 365 of the Bankruptcy Code, to the extent asserted in accordance with the Bidding Procedures Order, or (ii) the amount approved by order of this Court to reserve for such payment (such lesser amount, the "***Alleged Cure Claim***") shall, pursuant to section 365 of the Bankruptcy Code and other applicable law, (a) effect a cure, or provide adequate assurance of cure, of all defaults existing thereunder as of the Closing Date and (b) compensate, or provide adequate assurance of compensation, for any actual pecuniary loss to such non-Debtor party resulting from such default. Accordingly, on and as of the Closing Date, other than such payment (if any) or reservation, neither the Debtors nor the Buyer shall have any further liabilities or obligations to the non-Debtor parties to the Assigned Contracts arising prior to the Closing Date with respect to, and the non-Debtor parties to the Selected Assigned Contracts shall be forever barred, estopped and permanently enjoined from seeking, any additional amounts or Claims 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* if the Debtors and any non-Debtor counterparty expressly agree that payment of Cure Costs will cure defaults only through an earlier date, then such non-Debtor party shall not be barred from asserting an administrative Claim for rent or other charges arising during the period following such agreed-upon earlier date through the Closing Date to the extent that such amounts are not paid or reserved for by the Debtors (on behalf of the Buyer) at Closing; *provided, further,* that the Debtors shall promptly (and in any event no later than the Closing Date) pay all cure obligations arising at any time between the deadline for non-Debtor counterparties to object to the Debtors' proposed Cure Costs and the Closing Date under any Selected Assigned Contract (the "***Post-Cure Objection Deadline Cure Costs***") to the applicable non-Debtor counterparty to each Selected Assigned Contract (and such non-Debtor counterparties shall retain all rights to enforce prompt payment of such Post-Cure Objection Deadline Cure Costs, including the right to file an administrative expense claim); and *provided, further,* that, notwithstanding anything to the contrary in this Sale Order or the Stalking Horse Agreement, all obligations arising under the Selected Assigned Contracts prior to the Closing Date, but that are not in default as of the Closing Date, shall be assumed by Buyer on the Closing Date and paid by Buyer in the ordinary course of business as and when they come due. Any counterparty to an Assigned Contract that filed an Adjourned Objection that remains unresolved as of or following the Closing Date shall be entitled to request a prompt hearing in connection with such disputed Cure Cost, including fixing the liability, amount and timing of payment thereof. The Buyer has provided adequate assurance of future performance under the relevant Selected Assigned Contracts within the meaning of section 365(f) of the Bankruptcy Code.

19. To the extent any provision in any Selected Assigned Contract assumed or assumed and assigned (as applicable) pursuant to this Sale Order (including, without limitation, any "change

of control" provision) (a) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption or assignment or (b) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (i) the commencement of these Chapter 11 Cases, (ii) the insolvency or financial condition of the Debtors at any time before the closing of these Chapter 11 Cases, (iii) the Debtors' assumption or assumption and assignment (as applicable) of such Selected Assigned Contract, or (iv) the consummation of the Transaction, then such provision shall be deemed modified so as to not entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption or assignment, to modify or terminate such Selected Assigned Contract, or to exercise any other default-related rights or remedies with respect thereto as a result of the Transaction, including, without limitation, any such provision that purports to allow the non-Debtor party thereto to recapture such Selected Assigned Contracts, impose any penalty thereunder, condition any renewal or extension thereof, impose any rent acceleration or assignment fee, or increase or otherwise impose any other fees or other charges in connection therewith. All such provisions constitute unenforceable anti-assignment provisions that are void and of no force and effect with respect to the Transaction pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

20. All defaults or other obligations of the Debtors under the Selected Assigned Contracts arising or accruing prior to the Closing of the Sale, or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption or assignment of the Selected Assigned Contracts (in each case, without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be cured by the Debtors (on behalf of the Buyer) to the extent set forth in this Sale Order.

21. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Selected Assigned Contracts have been satisfied. Upon the Closing and payment of or reservation for Cure Costs as set forth in paragraph 18 of this Sale Order, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Selected Assigned Contracts free and clear of any Interest (other than permitted encumbrances and assumed liabilities), and each Selected Assigned Contract shall be fully enforceable by the Buyer in accordance with its respective terms and conditions, except as limited or modified by the provisions of this Sale Order. Upon and as of the Closing, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Selected Assigned Contracts and, accordingly, the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Selected Assigned Contracts; *provided, however*, nothing in this Sale Order shall prevent any counterparty to a Selected Assigned Contract from exercising any express right under any Selected Assigned Contract to seek indemnification from the Debtors' applicable insurance policies for third-party claims asserted with respect to or arising from the Debtors' use and occupancy of a leased premises prior to the Closing Date for which the Debtors have a duty to indemnify such counterparty. Subject to payment of the Cure Costs, the Buyer shall have no liability arising or accruing under the Selected Assigned Contracts prior to the Closing Date, except as otherwise expressly provided in the Stalking Horse Agreement or this Sale Order. For the avoidance of doubt and notwithstanding anything to the contrary in this Sale Order or the Stalking Horse Agreement, the assumption and assignment of the Debtors' non-residential real property leases shall not be free and clear of all obligations arising and accruing under the terms of such leases and, after the effective date of the assumption and assignment of

such leases the Buyer shall remain liable for and be responsible for: (i) amounts owed under the applicable lease that are accrued but not yet due and owing as of the Closing Date, regardless of when such obligations accrued, whether before, on or after the Closing Date, such as common area maintenance, insurance, taxes, and similar charges; (ii) any regular or periodic adjustment or reconciliation of charges under the applicable lease which are not due as of the Closing Date; (iii) any percentage rent that may come due post-closing under the applicable lease; and (iv) indemnification obligations that come due and owing or are to be performed on a post-closing basis, if any, under the applicable lease.

22. To the extent a non-Debtor party to a Selected Assigned Contract failed to timely object to a Cure Cost in accordance with the Bidding Procedures Order, such Cure Cost shall be deemed to be finally determined and any such non-Debtor party shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Cost at any time, and such Cure Cost, when paid, shall be deemed to resolve any defaults or other breaches with respect to any Selected Assigned Contract to which it relates. Unless as otherwise set forth in this Sale Order or the Stalking Horse Agreement, the non-Debtor parties to the Selected Assigned Contracts are barred from asserting against the Debtors, their estates, the Buyer and the Buyer Parties, any default or unpaid obligation allegedly arising or occurring before the Closing Date, any pecuniary loss resulting from such default, or any other obligation under the Selected Assigned Contracts arising or incurred prior to the Closing Date, other than the applicable Cure Costs. Upon the payment of the applicable Cure Costs (if any) and Post-Cure Objection Deadline Cure Costs (if any) or the reservation of the Alleged Cure Claims, if any, the Selected Assigned Contracts will remain in full force and effect, and no default shall exist, or be deemed to exist, under the Selected Assigned Contracts as of the Closing Date nor shall there exist, or be deemed to exist, any event

or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

23. All counterparties to the Selected Assigned Contracts shall be deemed to have consented to such assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and any other applicable law and the Buyer shall enjoy all of the Debtors' rights, benefits, and privileges under each such Assigned Contract as of the applicable date of assumption and assignment without the necessity to obtain any non-Debtor parties' written consent to the assumption or assignment thereof.

24. Except as otherwise provided in this Sale Order (including paragraph 18 of this Sale Order) or the Stalking Horse Agreement, upon payment of the Cure Costs, no default or other obligations arising prior to the Closing Date shall exist under any Selected Assigned Contract, and each non-Debtor party is forever barred and estopped from (a) declaring a default by the Debtors or the Buyer under such Selected Assigned Contract, (b) raising or asserting against the Debtors or the Buyer (or any Buyer Party), or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Selected Assigned Contracts, or (c) taking any other action against the Buyer or any Buyer Party as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Selected Assigned Contract, in each case in connection with the Sale. Except as otherwise provided in this Sale Order (including paragraph 18 of this Sale Order) or the Stalking Horse Agreement, each non-Debtor party is also forever barred and estopped from raising or asserting against the Buyer or any Buyer Party any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Selected Assigned

Contracts existing as of the Closing Date or arising by reason of the closing of the Sale other than the Cure Costs.

25. Nothing in this Sale Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtors that any Selected Assigned Contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code or, subject to the terms of the Stalking Horse Agreement, must be assumed and assigned pursuant to the Stalking Horse Agreement or in order to consummate the Sale. Individual purchase orders issued by vendors with whom the Debtors have master supply agreements shall not be deemed to constitute one and the same contract as the master supply agreement. The Debtors may assume and assign to the Buyer a vendor's master supply agreement without assuming and assigning or paying claims arising under purchase orders issued by such vendor, and such claims shall not constitute Cure Costs under the master supply agreement.

26. The failure of the Debtors or the Buyer to enforce at any time one or more terms or conditions of any Selected Assigned Contract shall not be a waiver of such terms or conditions or of their respective rights to enforce every term and condition of the Selected Assigned Contracts.

27. As applicable, the Sale and assumption and assignment of the Selected Assigned Contracts approved herein includes conveyance of all beneficial rights, easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights, and all contracts, agreements, and instruments by which they are bound, appurtenant to, and used or held for use in connection with the Selected Assigned Contracts.

28. Notwithstanding anything to the contrary in this Sale Order or the Stalking Horse Agreement, the Debtors shall continue to timely perform all obligations under non-residential real

property leases until such leases are assumed and assigned or rejected, as required by section 365(d)(3) of the Bankruptcy Code.

Additional Injunction; No Successor Liability

29. Effective upon the Closing Date and except for Permitted Interests, all entities are forever barred, estopped, and permanently enjoined from asserting against the Buyer or any Buyer Party any Interest of any kind or nature whatsoever such person had, has, or may have against or in the Debtors, their estates, officers, directors, managers, shareholders, or the Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) to collect or recover, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order, (iii) creating, perfecting, or enforcing any Interest, (iv) asserting any right of subrogation, setoff or recoupment of any kind, (v) commencing or continuing any action any manner or place, that does not comply with or is inconsistent with the provisions of this Sale Order, other orders of this Court, the Stalking Horse Agreement, the other Transaction Documents or any other agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, failing, or refusing to transfer or renew any license, permit, or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets in connection with the Sale, in each case of (i) through (vi), as against the Buyer or any Buyer Party or any of its or their respective property or assets, including the Assets.

30. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Assets, and all such licenses, permits,

registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing Date.

31. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the Stalking Horse Agreement.

32. Subject to the terms, conditions, and provisions of this Sale Order, all entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Assets to Buyer in accordance with the terms of the Stalking Horse Agreement and this Sale Order, and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Assets in accordance with the terms of the Stalking Horse Agreement and this Sale Order.

33. The Buyer and the Buyer Parties shall not be deemed, as a result of any action taken in connection with the Transaction contemplated by the Stalking Horse Agreement or the Transaction Documents, (i) to be a successor to the Debtors or their estates, (ii) to have, *de facto* or otherwise, merged or consolidated with or into the Debtors or their estates, (iii) to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, (iv) to have a common identity with the Debtors, (v) to have acquired the trade or business of any of the Debtors for any purpose under applicable U.S. federal law (including the Bankruptcy Code and

the Internal Revenue Code of 1986, as amended), or (vi) to be held out to the public as a continuation of the Debtors or the Debtors' trade or business.

34. Except for Permitted Interests, the transfer of the Assets, including, without limitation, the assumption, assignment, and transfer of any Selected Assigned Contract, to the Buyer shall not cause or result in, or be deemed to cause or result in, the Buyer or any Buyer Party having any liability, obligation, or responsibility for, or any Assets being subject to or being recourse for, any Interest whatsoever, whether arising under any doctrines of successor, transferee, or vicarious liability or any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, breach of fiduciary duty, aiding or abetting breach of fiduciary duty, or otherwise, whether at law or in equity, directly or indirectly, and whether by payment or otherwise. No Buyer or Buyer Party shall be deemed to have expressly or implicitly assumed any of the Debtors' liabilities (other than a permitted encumbrance or assumed liability expressly set forth in the Stalking Horse Agreement). Except as otherwise provided herein or in the Stalking Horse Agreement, the transfer of the Assets to the Buyer pursuant to the Stalking Horse Agreement shall not result in the Buyer, the Buyer Parties or the Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or indirectly, any claim against the Debtors or against any insider of the Debtors or Interests (other

than a permitted encumbrance or assumed liability expressly set forth in the Stalking Horse Agreement).

Good Faith

35. The Transaction contemplated by this Sale Order, the Stalking Horse Agreement, and the Transaction Documents are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale and Transaction shall not alter, affect, limit, or otherwise impair the validity of the Sale or Transaction (including the assumption, assignment, and/or transfer of the Selected Assigned Contracts), unless such authorization and consummation are duly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and is hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code.

Other Provisions

36. Nothing in this Sale Order or the Stalking Horse Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Stalking Horse Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or

regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

37. Pursuant to Bankruptcy Rules 6004(h), 6006(d), 7062, and 9014, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the stays provided in Bankruptcy Rules 6004(h) and 6006(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors are authorized and empowered to close the Sale and Transaction immediately upon entry of this Sale Order.

38. The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any of the Selected Assigned Contracts to the extent not previously provided by the Debtors.

39. Neither the Buyer nor the Debtors shall have an obligation to close the Transaction until all conditions precedent in the Stalking Horse Agreement to each of their respective obligations to close the Transaction have been met, satisfied, or waived in accordance with the terms of the Stalking Horse Agreement.

40. Nothing in this Sale Order shall modify or waive any closing conditions or termination rights set forth in the Stalking Horse Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

41. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Transaction.

42. The failure to specifically include any particular provision of the Stalking Horse Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Stalking Horse Agreement be authorized and approved in its entirety.

43. The Stalking Horse Agreement and Transaction Documents may be modified, amended, or supplemented in a writing signed by the parties thereto, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates or their creditors, without further notice to or order of this Court, but upon reasonable advance notice to counsel for the Committee (so long as the Committee remains in existence).

44. To the extent that any counterparty to a rejected contract or any other contract that is not an Assumed Agreement or a Purchased Asset has or retains rights under such contract to use trademarks that are Purchased Assets pursuant to the Bankruptcy Code and any other applicable law, nothing in this Sale Order shall extinguish such rights or the rights of the Debtors or the Buyer, as assignee of such rights, in respect of such counterparty's use of such trademarks (including, without limitation, any rights to royalty payments that survive the rejection of such contract). For the avoidance of doubt, the Buyer shall not be liable for any rejection damages related to the Debtors' rejection of such contracts. Notwithstanding anything to the contrary contained in the Transaction Documents or this Sale Order, nothing in the Transaction Documents or this Sale Order shall affect, impact or alter Asia Earth REL Hong Kong Ltd., known as GNCLIVEWELL Japan Ltd's, the Buyer's or the Debtors' rights, claims or interests arising under, or related to, the Master Development, Distribution and Franchise Agreement with debtor General Nutrition Corporation dated September 27, 2017, to the extent such rights, claims or interests survive GNC's rejection of such agreement in accordance with the Bankruptcy Code and any other applicable law.

45. Federal Interests. Notwithstanding any provision to the contrary in the Motion, this Sale Order, and any implementing sale documents, nothing shall: (1) authorize the assumption, sale, assignment or other transfer to the Buyer of any federal (i) grants, (ii) grant funds, (iii) contracts, (iv) property, including but not limited to, intellectual property and patents, (v) leases,

(vi) agreements, or other interests of the federal government (collectively, "***Federal Interests***") without compliance by the Debtors and the Buyer with all terms of the Federal Interests and with all applicable non-bankruptcy law; (2) be interpreted to set cure amounts in respect of or to require the government to novate, approve or otherwise consent to the assumption, sale, assignment or other transfer of any Federal Interests; (3) waive, alter or otherwise limit the United States' property rights, including but not limited to, inventory, patents, intellectual property, licenses, and data; (4) affect the setoff or recoupment rights of a governmental unit (as defined in 11 U.S.C. § 101(27)); (5) authorize the assumption, transfer, sale or assignment of any governmental unit's (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements, obligations and approvals under non-bankruptcy laws; (6) release, nullify, preclude or enjoin the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order; (7) confer exclusive jurisdiction to the Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code); (8) expand the scope of 11 U.S.C. § 525; or (9) release, nullify, or enjoin (a) any obligation of GNC Holdings, Inc. or its successors ("***GNC***") arising under the Non-Prosecution Agreement that GNC executed on December 5, 2016 with United States Attorney's Office for the Northern District of Texas and the United States Department of Justice, by and through the Consumer Protection Branch, and the Food and Drug Administration ("***FDA***") or (b) the enforcement of any injunctive relief that may be entered against General Nutrition Corp. or its successors in *State of Oregon, ex rel. Ellen F. Rosenblum, in her official capacity as Attorney General for the State of Oregon v. General Nutrition Corp.*, Case No. 15CV28591, in the Circuit Court for the State of Oregon, County of Multnomah.

46. Further, on February 13, 2020, debtor General Nutrition Centers, Inc. ("***GNC Inc.***") agreed to pay $126,116 to the Navy Exchange Service Command ("***NEXCOM***") for merchandise mark-down assistance. By agreement of the parties, NEXCOM invoiced GNC, Inc. $63,000 on February 19, 2020 ("***Payment 1***"). A second payment of $63,116 ("***Payment 2***") became due and on May 29, 2020, NEXCOM's accounting system automatically offset Payment 2 against amounts owed to GNC, Inc. for merchandise purchased by NEXCOM. After the Petition Date, NEXCOM placed an administrative hold on amounts owed to GNC, Inc. for merchandise it ordered before the Petition Date that was delivered and for which NEXCOM received an invoice from GNC, Inc. These prepetition invoices total $114,076.29 ("***NEXCOM Prepetition Invoices***"). NEXCOM is hereby authorized to setoff Payment 1 from the amounts due under the NEXCOM Prepetition Invoices, and the balance of the NEXCOM Prepetition Invoices shall be promptly paid to GNC, Inc. The Debtors and their estates further agree that they shall have no claims or causes of actions, including but not limited to any causes of action under chapter 5 of the Bankruptcy Code, against Payment 2 and that NEXCOM shall retain Payment 2.

47. Local Tax Authorities. Notwithstanding any other provision of this Sale Order or the Asset Purchase Agreement, the claims of the Local Tax Authorities[7] for 2020 ad valorem taxes which are not yet delinquent shall be Assumed Liabilities and the related liens Permitted Encumbrances, and shall be paid timely as billed by the Purchaser in the ordinary course of business.

48. Texas Comptroller. The assets sold pursuant to this Sale Order and the terms of the Stalking Horse Agreement shall not include unclaimed property held in trust by the Seller, as

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[7] "***Local Tax Authorities***" shall have the meaning set forth in the *Final Order (I) Authorizing the Debtors To Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Secured Lenders, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* [Docket No. 502].

defined pursuant to State unclaimed property laws including Texas Property Code, Title 6, Chapter 72-76, and other applicable Texas laws.

49. Chubb Insurance. Notwithstanding anything to the contrary in the Motion, the Stalking Horse Agreement, any list of Assigned Contracts or Cure Costs or any Assumption Notice, or this Sale Order, (a) nothing shall permit or otherwise effect a sale, an assignment or any other transfer at this time of (i) any insurance policies that have been issued by ACE American Insurance Company, ACE Property and Casualty Company, Federal Insurance Company, Pacific Indemnity Company, Chubb Custom Insurance Company, Great Northern Insurance Company and any of their U.S.-based affiliates and successors (collectively, the "Chubb Companies") and all agreements, documents or instruments relating thereto (collectively the "Chubb Insurance Contracts"), and/or (ii) any rights, proceeds, benefits, claims, rights to payments and/or recoveries under such Chubb Insurance Contracts, unless and until a further order is entered by this Court, at a subsequent hearing, or as submitted under certification of counsel by agreement of the Debtors, the Buyer and the Chubb Companies, with the rights of the parties fully preserved pending entry of such further order; (b) such further order, without further notice, may provide, among other things, that (i) subject to the execution of an assumption agreement by the Debtors, the Buyer and the Chubb Companies, in form and substance satisfactory to each of the parties (the "Chubb Assumption Agreement"), the Debtors are authorized to assume and assign the Chubb Insurance Contracts to the Buyer, and the Buyer shall assume and shall be liable for any and all now existing or hereinafter arising obligations, liabilities, terms, provisions and covenants of any of the Debtors under the Chubb Insurance Contracts; (ii) the Debtors are authorized to enter into the Chubb Assumption Agreement; and/or (iii) such other and further relief as may be requested by the Chubb Companies, the Debtors and/or the Buyer; (c) nothing shall alter, modify or otherwise amend the

terms or conditions of the Chubb Insurance Contracts; and (d) for the avoidance of doubt, the Buyer is not, and shall not be deemed to be, an insured under any of the Chubb Insurance Contracts.

50. Cigna. Notwithstanding anything to the contrary in this Sale Order, or any notice related thereto, but conditioned upon the occurrence of the Closing Date, the following employee benefits insurance policies (collectively the "***Cigna Policies***") are assumed and assigned to the Buyer as of the Closing Date:

- Group Medical Insurance Policy (3341166), as amended, between Cigna Health and Life Insurance Company ("***CHLIC***") and General Nutrition Centers, Inc. ("***General Nutrition***") effective 1/1/2018;
- Group In-Network Medical Benefits Insurance Policy (3341166), as amended, between CHLIC and General Nutrition, effective 1/1/2018;
- Cigna Dental Choice Insurance Policy (2500512), as amended, between CHLIC and General Nutrition, effective 1/1/2018;
- Cigna Dental Preferred Provider Insurance Policy (2500512), as amended, between CHLIC and General Nutrition, effective 1/1/2018; and
- Cigna Dental Care Insurance Policy (2500512), as amended, between CHLIC and General Nutrition, effective 1/1/2018.

In lieu of cure, all obligations due and unpaid under the Cigna Polices accruing prior to the Closing Date shall pass through to the Buyer and survive assumption and assignment so that nothing in this Sale Order or 11 U.S.C. § 365 shall affect such obligations.

51. Infor Software. Notwithstanding anything to the contrary contained in this Sale Order, this Sale Order does not approve the sale or transfer of the software (the "***Infor Software***") of Infor (US), Inc. ("***Infor***"), or grant any rights to possess or use the Infor Software, to any purchaser of any of the Debtors' assets. For the avoidance of doubt, no purchaser of assets shall receive any rights to possess, use, or otherwise benefit from the Infor Software as a result of entry of this Sale Order; *provided, however*, a purchaser and Infor may agree to enter into a license (or licenses) for such purchaser's possession and use of the Infor Software (the "***Purchaser-Infor***

Agreement”). Unless and until a purchaser and Infor have entered into a Purchaser-Infor Agreement, no purchaser shall be entitled to possess, use, or otherwise benefit from the Infor Software. Absent a Purchaser-Infor Agreement, the Debtors’ licenses to access and use the Infor Software shall be terminated effective as of the sale closing.

52. Oracle. Notwithstanding anything to the contrary in this Order or the Stalking Horse Agreement, no provision of this Order or the Stalking Horse Agreement shall authorize (1) the transfer to any third party of any contract between the Debtors and Oracle America, Inc., successor in interest to Dyn, Inc. and AddThis (“***Oracle***”); 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 further order of this Court or Oracle’s express prior written consent.

53. Lifelong Nutrition Inc. Notwithstanding anything to the contrary in the Motion, the Stalking Horse Agreement, any list of Assigned Contracts or Cure Costs or any Assumption Notice or this Sale Order, to the extent that the Debtors’ contract with Lifelong Nutrition, Inc. is assumed and assigned to the Buyer, all amounts due to Lifelong Nutrition Inc. for postpetition delivery of products, whether under a contract with the Debtors or under related purchase orders, shall continue to be paid when due by the Debtors, and after the Closing, by the Buyer; *provided*, that, to the extent its contract with the Debtors is not assumed and assigned to the Buyer, Lifelong Nutrition, Inc. shall not be barred from asserting an administrative Claim for amounts due for postpetition delivery of products.

54. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b), to, among other things, (i) interpret, implement, and enforce the terms and provisions of this Sale Order, the Stalking Horse Agreement, the Transaction Documents, and any amendments

thereto and any waivers and consents given thereunder, (ii) compel delivery of the Assets to the Buyer, (iii) enforce the injunctions and limitations of liability set forth in this Sale Order, (iii) protect the Buyer against any Interests in or against the Debtors or the Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (iv) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Selected Assigned Contracts.

55. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

56. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Transaction under the Stalking Horse Agreement at any time pursuant to the terms thereof. The Transaction contemplated by the Stalking Horse Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the sale of the Assets to the Buyer (including the assumption and assignment by the Debtors of any of the Selected Assigned Contracts), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

57. The Debtors are authorized to change their legal names, and file any necessary documents to effectuate such name changes, without further order of the Court. Within three (3) business days of changing their names, the Debtors shall file a motion to change the case caption pursuant to Local Rule 9004-1(c).

58. To the extent the Debtors receive, hold, or otherwise come into possession of any payment or asset that constitutes Purchased Assets after the Closing, the Debtors shall promptly deliver or otherwise turn over such payment or asset to the Buyer.

59. Nothing contained in any Amended Plan, or order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case into which these Chapter 11 Cases may be converted, or (c) any related proceeding subsequent to entry of this Sale Order, shall conflict with, modify or derogate from the provisions of the Stalking Horse Agreement or the terms of this Sale Order. To the extent of any such conflict or derogation, the terms of this Sale Order shall govern.

60. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Sale Order shall govern.

61. To the extent there are any inconsistencies between the terms of this Sale Order, on the one hand, and the Stalking Horse Agreement or any Transaction Document, on the other hand, the terms of this Sale Order shall govern.

62. The provisions of this Sale Order are non-severable and mutually dependent.

Dated: September 18th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27055582.2

EXHIBIT A

Stalking Horse Agreement

EXECUTION VERSION

STALKING HORSE AGREEMENT

BY AND AMONG

GNC HOLDINGS, INC.,

EACH OF THE SUBSIDIARIES OF GNC HOLDINGS, INC.

LISTED ON SCHEDULE I

AND

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.

DATED AS OF AUGUST 7, 2020

THIS STALKING HORSE AGREEMENT IS SUBJECT TO REVISION BY THE SELLER AT ANY TIME AND MUST BE KEPT CONFIDENTIAL IN ACCORDANCE WITH THE TERMS OF THE CONFIDENTIALITY AGREEMENT ENTERED INTO BETWEEN THE RECIPIENT OF THIS AGREEMENT AND THE SELLER.

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Exhibit B Form of Bill of Sale
Exhibit C Form of Intellectual Property Assignment Agreements
Exhibit D Form of Second Lien Credit Agreement
Exhibit E Form of Escrow Agreement
Exhibit F Form of Intercreditor and Subordination Agreement

STALKING HORSE AGREEMENT

This Stalking Horse Agreement (as amended, modified or supplemented from time to time, this "Agreement") is made and entered into as of August 7, 2020 by and among GNC Holdings, Inc., a Delaware corporation (the "Seller"), and each of the subsidiaries of the Seller listed on Schedule I (together with the Seller, the "Selling Entities"), and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "Buyer"). Each of the Selling Entities and the Buyer are referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein have the meanings set forth in Article I.

RECITALS

WHEREAS, the Selling Entities commenced voluntary cases under the Bankruptcy Code in the Bankruptcy Court on June 23, 2020 (the "Petition Date"), and subsequently commenced the CCAA Proceedings before the Canadian Court on June 24, 2020;

WHEREAS, each Selling Entity continues in possession of its assets and is authorized under the Bankruptcy Code to continue the operation of its businesses as a debtor-in-possession;

WHEREAS, the Buyer desires to purchase from the Selling Entities, directly and/or, in the Buyer's sole discretion, through one or more Buyer Designees, including ZT Biopharmaceutical LLC (an indirect wholly owned subsidiary of Buyer), and the Selling Entities desire to sell to the Buyer and/or such Buyer Designees, substantially all of the Selling Entities' assets, and the Buyer desires to assume from the Selling Entities, directly and/or, in the Buyer's sole discretion, through one or more Buyer Designees, certain specified liabilities, in each case pursuant to the terms and subject to the conditions set forth herein;

WHEREAS, the Buyer and the Seller have agreed that the purchase price will be comprised of (a) indebtedness under the Second Lien Credit Agreement (the "Second Lien Loans") in a principal amount equal to the Second Lien Loans Amount (as defined below), subject to adjustment as provided herein, (b) the payment of an amount in cash equal to the Cash Purchase Price (as defined below), subject to adjustment as provided herein and (c) the assumption of certain liabilities as more fully set forth herein;

WHEREAS, the Selling Entities and the Buyer have agreed that the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities from the Selling Entities to GNC Newco (as defined below) shall be effected pursuant to sections 105, 363 and 365 of chapter 11 of title 11 of the Bankruptcy Code, and shall be recognized pursuant to the CCAA; and

WHEREAS, in connection with the Bankruptcy Case and the CCAA Proceedings and subject to the terms and conditions contained herein, following entry of the Sale Order finding the Buyer as the prevailing bidder at the Auction, (i) the Selling Entities shall sell and transfer to GNC Newco, and GNC Newco shall purchase and acquire from the Selling Entities, pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Purchased Assets, and GNC Newco shall assume from the Selling Entities the Assumed Liabilities, (ii) all of the equity interests in GNC Newco beneficially owned by Seller will be redeemed by GNC Newco for no consideration and (iii) concurrently with such redemption, GNC Newco will issue new equity interests to Buyer or a

Buyer Designee such that Buyer or such Buyer Designee becomes the owner of all outstanding equity interests in GNC Newco, all as more specifically provided herein and in the Sale Order, and as the same shall be recognized pursuant to the CCAA and as shall be provided for in the Canadian Sale Approval and Vesting Order;

WHEREAS, the Buyer has leveraged its relationships and goodwill and has utilized, and will continue to utilize, its experience and expertise to provide financing arrangement and other services (collectively, the "Buyer Financing Services") to GNC Newco to facilitate and arrange the financing contemplated by the facilities agreement to be entered into with Bank of China Limited, Macau Branch (the "BoC Financing");

WHEREAS, the BoC Financing and the lenders' participation therein would not be possible without the Buyer's provision of the Buyer Financing Services;

WHEREAS, pursuant to the terms and subject to the conditions set forth herein, the Acquired GNC Equity Interests shall be issued to ZT Biopharmaceutical LLC in consideration for the Buyer Financing Services; and

WHEREAS, pursuant to a guarantee agreement to be executed prior to the Closing, the Buyer shall guarantee the obligations of GNC Newco under the facilities agreement to be entered into with Bank of China Limited, Macau Branch (the "Buyer Guarantee") and, in consideration for the Buyer Guarantee, GNC Newco shall pay the Buyer a guarantee fee in an amount equal to $20,000 or such other amount to be mutually agreed between GNC Newco and the Buyer (the "Guarantee Fee").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. A defined term has its defined meaning throughout this Agreement and in each Exhibit and Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

"Accounts Receivable" means any and all (i) accounts receivable, notes receivable, trade receivables and other amounts receivable owed to the Selling Entities (whether current or non-current), together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including all causes of action pertaining to the collection of amounts payable, or that may become payable, to the Selling Entities with respect to products sold or services performed on or prior to the Closing Date, (ii) license and royalty receivables and (iii) other amounts due to the Selling Entities which the Selling Entities have historically classified as accounts receivable in the consolidated balance sheet of the Seller.

"Acquired GNC Equity Interests" has the meaning given to such term in Section 2.9.

"Acquired Subsidiaries" means the Subsidiaries of each of the Selling Entities (excluding any Selling Entity) listed on Section 1.1(a) of the Seller Disclosure Schedule.

"Acquired Subsidiary IP" means all Intellectual Property and Intellectual Property Rights (including the goodwill of the Acquired Subsidiaries) owned by any of the Acquired Subsidiaries.

"Action" means any action, complaint, petition, suit, arbitration, hearing, claim, mediation, audit, inquiry, investigation or other proceeding, whether civil or criminal, at law or in equity, before or by any Governmental Authority.

"Actual TLB Distribution Amount" has the meaning given to such term in Section 3.4(d).

"Adjusted TLB Distribution Amount" has the meaning given to such term in Section 3.4(d).

"Ad Hoc Group Crossover Lenders" means the holders of the Tranche B-2 Term Loan (as defined in the Plan) and ABL FILO Term Loan (as defined in the Plan) that are part of the ad hoc group of lenders represented by Milbank LLP.

"Ad Hoc Group FILO Lenders" means the holders of FILO Term Loans that are part of the ad hoc group of lenders represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP.

"Affiliate" means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person. For purposes of this definition, "control" (and any similar term) means the power of one or more Persons to direct, or cause the direction of, the management or affairs of another Person by reason of ownership of voting stock, as trustee or executor, as general partner or managing member or by Contract or otherwise; *provided*, that in no event shall Buyer or any Buyer Designee (i) be considered an "Affiliate" of any portfolio company of any investment fund advised by affiliates of CITIC Capital Holdings Limited (or such investment fund itself), except for purposes of Section 3.2(b) and Section 10.18, (ii) be considered an "Affiliate" of any Selling Entity or (iii) be considered an "Affiliate" of GNC Newco prior to the Closing.

"Agreement" has the meaning given to such term in the Preamble hereto.

"Aland Debt Commitment Letter" means the debt commitment letter from Aland (HK) Nutrition Holding Limited, dated as of or prior to the date hereof, as amended, supplemented or replaced in accordance with this Agreement, pursuant to which the Financing Sources party thereto have agreed to provide or cause to be provided the debt financing set forth therein for the purposes of providing funding towards the Cash Purchase Price.

"Allocation" has the meaning given to such term in Section 3.3.

"Alternative Financing" has the meaning given to such term in Section 7.8.

"Anticorruption Laws" means all Laws of any jurisdiction applicable to the Seller or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Antitrust Laws" has the meaning given to such term in Section 7.7(c).

"Asset and Liability Dropdown" has the meaning given to such term in Section 2.9.

"Assignment and Assumption Agreement" means one or more Assignment and Assumption Agreements to be executed and delivered by GNC Newco, GNC Canada Newco and the Selling Entities at the Closing, substantially in the form of Exhibit A.

"Assumed Agreements" has the meaning given to such term in Section 2.1(e).

"Assumed Compensation and Benefit Programs" means each of the Seller Compensation and Benefit Programs assumed by Buyer set forth on Section 7.10(f) of the Seller Disclosure Schedule.

"Assumed Liabilities" has the meaning given to such term in Section 2.3.

"Assumed Real Property Leases" has the meaning given to such term in Section 2.1(f).

"Assumption Approval" has the meaning given to such term in Section 2.5(g).

"Auction" has the meaning given to such term in Section 7.13(a).

"Audited Financial Statements" means the consolidated financial statements of the Seller contained in the Annual Report on Form 10-K for the fiscal year ended December 31, 2019, filed by Seller with the SEC.

"Back-up Bidder" has the meaning given to such term in Section 7.13(c).

"Balance Sheet Date" has the meaning given to such term in Section 5.9(e).

"Bankruptcy Case" means the Selling Entities' cases commenced under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*, as amended.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware or such other court having competent jurisdiction over the Bankruptcy Case.

"Bidding Procedures Order" means the Bankruptcy Court's *Order Approving (I) the Bidding Procedures in Connection With the Sale of All, Substantially All of the Debtors' Assets, (II) the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (III) the Form and Manner of Notice of the Sale Hearing, Assumption Procedures, and Auction Results, (IV) Dates for an Auction and Sale Hearing and (V) Granting Related Relief,* [Docket No. 559], entered on July 22, 2020.

"Bill of Sale" means one or more Bills of Sale to be executed and delivered by the Selling Entities, GNC Newco and GNC Canada Newco at the Closing, substantially in the form of Exhibit B.

"BoC Debt Commitment Letter" means the debt commitment letter supplement from the Bank of China Limited, Macau Branch, an executed copy of which was delivered to the Seller on or prior to the date hereof, together with any related fee letter, engagement letter or other agreement, in each case, as amended, supplemented or replaced in accordance with this Agreement, pursuant to which the Financing Sources party thereto shall agree to provide or cause to be provided the debt financing set forth therein for the purposes of providing $400 million in funding towards the Cash Purchase Price, the terms of which will permit the issuance of the Second Lien Loans in accordance with the Second Lien Documents.

"BoC Financing" has the meaning given to such term in the Recitals.

"Business" means the business conducted by the Seller, the other Selling Entities and the Acquired Subsidiaries as described in the Seller SEC Documents.

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in either New York, New York or Toronto, Ontario, Canada.

"Business IP" means, collectively, all Seller IP and all Acquired Subsidiary IP.

"Buyer" has the meaning given to such term in the Preamble hereto.

"Buyer Default Termination" has the meaning given to such term in Section 3.2.

"Buyer Designee" means ZT Biopharmaceutical LLC and any other Affiliates of the Buyer designated by the Buyer in writing to the Seller no later than three (3) Business Days prior to the Closing.

"Buyer Financing Services" has the meaning given to such term in the Recitals.

"Buyer Guarantee" has the meaning given to such term in the Recitals.

"Buyer Releasing Party" has the meaning given to such term in Section 7.19(a).

"Canadian Bidding Procedures Order" means the order of the Canadian Court in the CCAA Proceedings recognizing and implementing the Bidding Procedures Order in Canada, entered by the Canadian Court on July 27, 2020.

"Canadian Court" means the Ontario Superior Court of Justice (Commercial List).

"Canadian Purchased Assets" means all Purchased Assets owned or acquired by the Canadian Selling Entities.

"Canadian Sale Approval and Vesting Order" has the meaning given to such term in Section 7.12(b).

"Canadian Seller" means General Nutrition Centres Company.

"CARES Act" means the Coronavirus Aid, Relief, and Economic Security Act (including any changes in state or local law that are analogous to provisions of the CARES Act or adopted to conform to the CARES Act).

"Cash" means cash (including petty cash and checks) and cash equivalents (including checking account balances, marketable securities, short-term instruments, certificates of deposits, time deposits, bankers' acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in store registers, in transit, in banks or other financial institutions, or otherwise held) and restricted cash of the Seller and its Subsidiaries, in each case calculated in accordance with the accounting principles used to prepare the Audited Financial Statements.

"Cash Purchase Price" means an amount equal to (a) $550,000,000 minus (b) the Deposit plus (c) the Cash Increase Amount (if any), as reduced pursuant to the proviso to the definition of "Purchased Cash."

"Cash Increase Amount" has the meaning given to such term in Section 9.1(k).

"Cash Reduction Amount" means (a) if the Cash Shortfall is less than $5,000,000, $0, (b) if the Cash Shortfall is equal to or greater than $5,000,000 and less than $10,000,000, an amount equal to the Cash Shortfall minus $5,000,000, and (c) if the Cash Shortfall is equal to or greater than $10,000,000, $5,000,000.

"Cash Shortfall" means the amount, if any, by which (a) the Target Cash Amount exceeds (b) the Company Cash Pre-Adjustment.

"CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

"CCAA Proceedings" means the recognition proceedings in respect of the Selling Entities pursuant to Part IV of the CCAA before the Canadian Court.

"Claim" has the meaning given to such term in Section 101(5) of the Bankruptcy Code.

"Closing" has the meaning given to such term in Section 4.1.

"Closing Cure Payment Amount" means an amount sufficient to satisfy all Cure Payments outstanding as of the Closing, as estimated pursuant to Section 3.4.

"Closing Date" has the meaning given to such term in Section 4.1.

"Closing Payroll Period" has the meaning given to such term in Section 7.10(c).

"COBRA" has the meaning given to such term in Section 7.10(d).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Cash" means all Cash of the Seller and its Subsidiaries, including any Cash in the DIP Funding Account, in each case, as of the Closing.

"Company Cash Pre-Adjustment" means, without duplication, an aggregate amount equal to (a) Company Cash plus (b) $550,000,000 minus (c) the amount of DIP Obligations minus (d) $100,000,000 minus (e) the amount of Exit Costs as of the Closing minus (f) an amount equal to 50% of Transfer Taxes minus (g) $7,500,000 minus (h) the aggregate amount as of the Closing of Administrative Claims, Priority Tax Claims and Other Priority Claims (each, as defined in the Plan) that are not Assumed Liabilities.

"Confidentiality Agreement" means the Confidentiality Agreement by and between the Seller and Harbin Pharmaceutical Group Holding Co., Ltd, dated November 8, 2018.

"Consent" means any approval, consent, ratification, designation, permission, clearance, waiver or other authorization.

"Consumer Liabilities" means all Liabilities of the Selling Entities with respect to returns of goods or merchandise, store or customer credits, gift cards and certificates, customer prepayments and overpayments, customer loyalty obligations or programs, customer refunds, warranty obligations with respect to goods or merchandise, returns of goods sold by licensees and other similar Liabilities to customers or potential customers of the Selling Entities or licensees of the Selling Entities.

"Contract" means, with respect to any Person, any lease, sublease, contract, deed, bond, indenture, guarantee, franchise, understanding, arrangement, commitment, letter of intent, mortgage, license, sublicense or other legally enforceable agreement, instrument or obligation, whether written or oral, to which such Person is a party or by which such Person is bound.

"Contract Notice Period" has the meaning given to such term in Section 2.5(d).

"Convertible Notes Issuance" means the issuance by ZT Biopharmaceutical LLC of up to $10 million in subordinated PIK convertible notes, which terms may consist of an 8 year term with a mandatory redemption feature and which shall be in form and substance acceptable to the Buyer, that shall be available for distribution to the unsecured creditors under a plan of reorganization.

"Cure Payments" has the meaning given to such term in Section 2.5(f).

"Debt Commitment Letters" means (i) the BoC Debt Commitment Letter and (ii) the Aland Debt Commitment Letter.

"Debt Financing" means the debt financing incurred or intended to be incurred pursuant to the Debt Commitment Letters.

"Debt Financing Documents" means the agreements, documents and certificates contemplated by or delivered in connection with the Debt Financing or reasonably requested by the Buyer or its Financing Sources, including without limitation: (a) all credit agreements, facilities agreement, loan documents, security trust agreements, purchase agreements, underwriting agreements, indentures, debentures, notes, intercreditor agreements, guarantee agreements,

security documents and fee letters (as customarily redacted) pursuant to which the Debt Financing will be governed; (b) officer, secretary, solvency and perfection certificates, legal opinions, corporate organizational documents, good standing certificates, lien searches, and resolutions contemplated by the Debt Commitment Letters or the Second Lien Documents or reasonably requested by the Buyer or its Financing Sources; (c) all documentation and other information as may be required by bank regulatory authorities under (i) applicable "know-your-customer" and anti-money laundering rules and regulations (including PATRIOT Act) and (ii) OFAC, FCPA and the Investment Company Act; (d) agreements, documents or certificates that facilitate the creation, perfection or enforcement of liens securing the Debt Financing (including original copies of all certificated securities (with transfer powers executed in blank), control agreements, surveys, title insurance, landlord consent and access letters) as are reasonably requested by the Buyer or its Financing Sources; and (e) such other information or documentation reasonably requested in connection with the Debt Financing.

"Deed" means a special warranty deed, registrable transfer or local equivalent, in a form reasonably satisfactory to the Buyer and the Seller.

"Deposit" has the meaning given to such term in Section 3.2.

"DIP Funding Account" has the meaning given to such term in that certain Debtor-in-Possession Term Loan Credit Agreement, dated as of June 26, 2020, among GNC Corporation, General Nutrition Centers, Inc., GLAS Trust Company, LLC, as administrative agent and collateral agent, and the lenders party thereto from time to time.

"DIP Obligations" has the meaning given to such term in the Final Order of the Bankruptcy Court *(I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Secured Lenders, (V) Modifying Automatic Stay, and (VI) Granting Related Relief*, [Docket No. 502], filed on July 21, 2020.

"D&O Claims" has the meaning given to such term in Section 2.1(z).

"Documentary Materials" has the meaning given to such term in Section 2.1(j).

"DOJ" has the meaning given to such term in Section 7.7(b).

"DOL" has the meaning given to such term in Section 5.10(b).

"Effective Date" means the Effective Date as defined in the Plan.

"Effective Date True-Up Amount" means, as of the Effective Date, the amount of Cash available to the Seller and the Selling Entities after payment of all exit costs, and other distributions, expenses and other amounts required to be paid by the Seller and its Subsidiaries in accordance with the Plan.

"Employees" means all employees of the Selling Entities, including those on disability or a leave of absence, whether paid or unpaid.

"Encumbrances" means any charge, lien (statutory or otherwise), mortgage, lease, hypothecation, encumbrance, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant or condition, encroachment or similar restriction or instruments charging, or creating a security interest in the Purchased Assets or any part thereof or interest therein, and any agreements, occupancy agreements, rights of way, restrictions, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting any right or title to the Purchased Assets or any part thereof or interest therein, in each case of any type, nature or kind whatsoever (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, applicable Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability).

"Environmental Claims" means any Proceeding, claim, investigation, order, demand, allegation, accusation or notice (written or oral) by any Person or entity alleging actual or potential liability or violation arising out of or relating to any Environmental Laws, Environmental Permits or the Release of or exposure to Hazardous Materials.

"Environmental Laws" has the meaning given to such term in Section 5.17.

"Environmental Permits" means any permit, certificate, consent, registration, notice, approval, identification number, license or other authorization required under any applicable Environmental Law.

"Equity Interests" has the meaning given to such term in Section 2.1(l).

"ERISA" has the meaning given to such term in Section 5.10(a).

"ERISA Affiliate" has the meaning given to such term in Section 5.10(e).

"Escrow Agent" has the meaning given to such term in Section 3.2.

"Escrow Agreement" has the meaning given to such term in Section 3.2.

"Estimated Closing Statement" has the meaning given to such term in Section 3.4(a).

"Estimated TLB Cash Distribution Amount" means the estimated cash distribution to be made under the Plan by the Selling Entities to the holders of Allowed Tranche B-2 Term Loan Secured Claims (as defined in the Plan) and the holders of TLB Allowed DIP Term Roll-Up Loan Claims (as defined in the Plan), in each case in respect of such Allowed Tranche B-2 Term Loan Claims and TLB Allowed DIP Term Roll-Up Loan Claims, as determined in good faith by the Selling Entities; provided, however, that for purposes of determining the Estimated TLB Cash Distribution Amount, the cash amount to be distributed or paid in settlement to the holders of General Unsecured Claims, Convertible Unsecured Notes Claims, or Tranche B-2 Term Loan Deficiency Claims (each, as defined in the Plan) (whether determined or estimated) in excess of

$5,000,000 shall not be included or considered for purposes of determining the Estimated TLB Cash Distribution Amount under any circumstances.

"Exchange Act" has the meaning given to such term in Section 5.9(a).

"Excluded Assets" has the meaning given to such term in Section 2.2.

"Excluded Cash" means all Company Cash other than Purchased Cash.

"Excluded Liabilities" has the meaning given to such term in Section 2.4.

"Exit Costs" means each fee, cost or other expense identified on Schedule II hereto.

"Expense Reimbursement" has the meaning given to such term in Section 7.14(a).

"FCPA" has the meaning given to such term in Section 5.20.

"FILO Term Loans" means the FILO Term Loans under the Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of March 20, 2018, and that certain Second Amendment, dated as of May 15, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time), among GNC Corporation, General Nutrition Centers, Inc., as administrative borrower, certain of their respective subsidiaries, as subsidiary borrowers, the lenders and agents parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent, as such FILO Term Loans are rolled-up under the DIP ABL FILO Credit Agreement (as defined in the Plan).

"Final Allocation" has the meaning given to such term in Section 3.3.

"Final Closing Statement" has the meaning given to such term in Section 3.4(b).

"Final Order" means an Order of the Bankruptcy Court, which is in full force and effect, which has not been modified, amended, reversed, vacated or stayed and as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Financing Deliverables" means the following documents required to be delivered in connection with the Debt Financing: (a) the Debt Financing Documents and any other officer's certificate, consents, resolutions and a solvency certificate (including a solvency certificate in the form attached to the Debt Commitment Letters) and customary perfection certificates required in connection with the Debt Financing, and organizational documents and good standing certificates required by the Debt Commitment Letters; (b) documentation and other information reasonably requested by the Financing Sources under applicable "know-your-customer" and anti-money laundering rules and regulations; (c) agreements, documents, notices or certificates that facilitate the creation, perfection or enforcement, in each case as of the Closing, of liens securing the Debt Financing (including original copies of all certificated securities (with transfer powers executed in blank), control agreements, surveys and title insurance) as expressly required by the Debt Commitment Letters; and (d) such other information or documentation reasonably requested in connection with the Debt Financing.

"Financing Failure Event" means any of the following: (a) the commitments with respect to all or any portion of the Debt Financing (or Alternative Financing) expiring or being validly terminated by any lender party to a Debt Commitment Letter (or, in the case of an Alternative financing, the applicable commitment letter(s)), (b) for any reason, all or any portion of the Debt Financing (or Alternative Financing) becoming unavailable on substantially the terms and conditions contemplated in the Debt Commitment Letters (or, in the case of an Alternative financing, the applicable commitment letter(s)), or (c) a material uncured breach or repudiation by any lender party to a Debt Commitment Letter (or, in the case of an Alternative financing, the applicable commitment letter(s)).

"Financing Information" means the information with respect to the business, operations and financial condition of the Seller and its Subsidiaries that is expressly required to be provided by the Debt Commitment Letters (including (i) the financial statements as of June 30, 2020 of the Seller and (ii) such information that is required to prepare pro forma consolidated financial statements (including a balance sheet, profit and loss account and cash flow statement) for GNC Newco as of June 30, 2020 (and any subsequent date falling at 3 month intervals thereafter until the Closing Date shall have occurred) assuming the Closing Date had occurred on the date falling 12 months prior to the date of such pro forma financial statements.

"Financing Sources" means the Bank of China Limited, Macau Branch, Aland (HK) Nutrition Holding Limited and any other entities that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing in connection with the Transactions, including the parties to any joinder agreements, indentures or credit agreements entered into pursuant thereto or relating thereto, including the agents, underwriters and arrangers of, or in connection with, the Debt Financing, and in each case of the foregoing, each of their respective Affiliates, their and their respective Affiliates' officers, directors, employees, agents, members, shareholders, controlling persons, and other Representatives and their respective successors and assigns.

"Fraud" means, with respect to any Party, an actual and intentional fraud in the making of any representation or warranty expressly set forth in Article V or Article VI (as the case may be); provided, that such actual and intentional fraud shall only be deemed to exist if one or more of the individuals listed in the definition of "Knowledge" or their direct reports had actual knowledge as of the date hereof of the underlying breach of any such representation or warranty and the intention that a Party would rely on such representation or warranty to its detriment at the time such representation or warranty was made.

"FTC" has the meaning given to such term in Section 7.7(b).

"GAAP" means generally accepted accounting principles in the United States.

"GNC Names and Marks" means, collectively, "GNC," "GENERAL NUTRITION CENTER", "GENERAL NUTRITION CENTERS", and any other Marks included in the Business IP, in each case, whether used either alone or in combination with other words, graphics, or designs, as well as any abbreviation, variation, derivative, translation, or transliteration thereof or any confusingly similar Mark thereto.

"GNC Canada Newco" has the meaning given to such term in Section 7.18(a).

"GNC Newco" has the meaning given to such term in Section 7.18(a).

"GNC Successor Newco" has the meaning given to such term in Section 7.18(b).

"Government List" means any list maintained by any agency or department of any Governmental Authority in the United States of Persons, organizations or entities subject to international trade, export, import or transactions restrictions, controls or prohibitions, including (i) the Denied Persons List and Entities List maintained by the U.S. Department of Commerce, (ii) the List of Specially Designated Nationals and Blocked Persons and the List of Sectoral Sanctions Identification maintained by the U.S. Department of Treasury, (iii) the Foreign Terrorist Organizations List and the Debarred Parties List maintained by the U.S. Department of State and (iv) those Persons, organizations and entities listed in the Annex to, or are otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 21, 2004).

"Governmental Authority" means any federal, municipal, state, provincial, local or foreign governmental, quasi-governmental, administrative or regulatory authority, department, agency, board, bureau, commission or body (including any court, arbitral body or similar tribunal), including the Bankruptcy Court and the Canadian Court.

"Governmental Authorization" means any Permit or Consent issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

"Guarantee Fee" has the meaning given to such term in the Recitals.

"Handling" means the access, acquisition, compilation, use, storage, processing, transmission, safeguarding, disposal, destruction, disclosure or exploitation of data.

"Hazardous Materials" means any pollutants, chemicals, contaminants or any other toxic, infectious, carcinogenic, reactive, radioactive, corrosive, ignitable, flammable or otherwise hazardous substance or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of asbestos in any form, urea formaldehyde, PCBs, radon gas, mold, crude oil or any fraction thereof, all forms of natural gas, petroleum products, petroleum breakdown products, petroleum by-products or petroleum derivatives.

"HSR Act" has the meaning given to such term in Section 7.7(b).

"Intellectual Property" means any and all algorithms, Application Programming Interfaces (APIs), apparatus, designs, net lists, databases, data collections, diagrams, inventions (whether or not patentable), know-how, logos, Marks (including any goodwill associated therewith or symbolized thereby), internet domain names, IP addresses, circuit designed assemblies, semiconductor devices, net lists, IP cores, photo masks, test vectors, methods, network configurations and architectures, libraries, subroutines, processes, proprietary information, confidential information, trade secrets, financial data, technical data, customer lists, supplier lists, business plans, formulae, techniques, protocols, schematics, specifications, software, software

code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, web sites, works of authorship, and other forms of technology, intellectual property, or industrial property (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing, including invention disclosures, instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries).

"Intellectual Property Rights" means any and all right, title, and interest in and to Intellectual Property, including any and all intellectual or proprietary rights therein or arising therefrom, including all of the following, which may exist or be created under the Laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, and moral and similar attribution rights, (b) Marks; (c) proprietary rights in internet domain names and IP addresses, (d) trade secret rights, (e) patents, industrial design and other industrial property rights, (f) rights of publicity and privacy and in social media usernames, accounts, identifiers, and handles, (g) other proprietary rights in Intellectual Property, including foreign equivalent or counterpart rights and forms of protection analogous in nature or having similar effect under the Laws of any jurisdiction in the world, (h) rights in or relating to any and all registrations, issuances, provisionals, reissuances, continuations, continuations-in-part, revisions, substitutions, reexaminations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the foregoing rights, and (i) rights to prosecute, sue, enforce, or recover or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any of the foregoing.

"Inventory" means all inventory (including raw materials, products in-process, finished products, goods in transit, supplies, packaging materials and other inventories) owned by any of the Selling Entities, wherever located and whether in the Selling Entities' warehouses, distribution facilities or otherwise.

"IP Assignment Agreements" means the Intellectual Property Assignment Agreements to be executed and delivered by the Selling Entities, GNC Newco and GNC Canada Newco, substantially in the forms attached hereto as Exhibit C.

"IRS" means the U.S. Internal Revenue Service.

"IT Systems" means any and all information, payment and communications technologies owned, leased, licensed, used, or held for use by the Selling Entities or the Acquired Subsidiaries, including all computers, hardware, software (whether in object or source code form), databases, servers, workstations, routers, hubs, switches, data communication lines, networks and all other information technology systems, equipment and assets, including any of the foregoing that are used (or held for use) pursuant to outsourced or cloud computing arrangements.

"Knowledge" means, as to a particular matter, the actual knowledge of (a) with respect to the Buyer, its chief executive officer or its chief financial officer and (b) with respect to any Selling Entity, its chief executive officer or chief financial officer.

"Law" means any transnational, federal, state, provincial, territorial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution,

ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, determination, decision, order, interpretation, opinion or other similar requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by any Governmental Authority.

"Liability" means any indebtedness, obligation, lien, loss, damage, claim, fine, penalty, judgment, duty, responsibility, expense (including reasonable attorneys' fees and reasonable costs of investigation and defense) or liability of any nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, direct or indirect, fixed, absolute or contingent, matured or unmatured, ascertained or ascertainable, disputed or undisputed, secured or unsecured, joint or several, vested or unvested, due or to become due, executory, determined or determinable, whether in contract, tort, strict liability, or otherwise.

"Marks" means any and all trademarks, service marks, trade names, brand names, product names, logos, trade names, trade styles, trade dress, corporate names, slogans, and other indicia of source or origin, including any goodwill associated therewith or symbolized thereby.

"Material Adverse Effect" means any event, change, condition, circumstance, development, occurrence or effect that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business, including the Acquired Subsidiaries, the Purchased Assets, the Assumed Liabilities and the Liabilities of the Acquired Subsidiaries, taken as a whole; *provided, however*, that none of the following events, changes, conditions, circumstances, developments, occurrences or effects shall be taken into account in determining whether a "Material Adverse Effect" has occurred: (a) the announcement of the signing of this Agreement or the filing of the Petitions or the CCAA Proceedings (including any action or inaction by the customers, suppliers, landlords, employees or consultants of the Selling Entities and their respective Affiliates as a result thereof) or compliance with any obligation (including any obligation to not take action) expressly required by this Agreement (provided, however, that the foregoing exception shall not apply to the qualification of the Selling Entities' representations and warranties in Section 5.4 or, to the extent related thereto, Section 8.2(b)), (b) the filing of the Petitions or the CCAA Proceedings, (c) actions or omissions taken or not taken by or on behalf of the Selling Entities or any of their Affiliates at the express written request of the Buyer, (d) actions not taken by or on behalf of the Selling Entities or any of their Affiliates which (i) require the approval of the Buyer, and (ii) with respect to which the Selling Entities have requested the approval of the Buyer and such approval was not timely provided, (e) actions taken by the Buyer or its Affiliates, other than as contemplated by this Agreement, (f) failure of any Selling Entity or any Acquired Subsidiary to meet any internal or published projections, forecasts, estimates or predictions (it being understood that the foregoing shall not preclude any assertion that the facts or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Material Adverse Effect should be deemed to constitute, or be taken into account in determining whether there has been, or would reasonably be expected to be, a Material Adverse Effect), (g) changes in applicable Law or GAAP, or in the interpretation or enforcement of any of the foregoing, or any changes in general legal, regulatory or political conditions, in each case occurring after the date hereof; (h) volcanoes, tsunamis, pandemics, earthquakes, floods, storms, hurricanes, tornadoes or other natural disasters, (i) changes in general economic conditions, currency exchange rates or United States or international debt or equity markets, (j) events or conditions generally affecting the industry or markets in which the Selling

Entities and Acquired Subsidiaries operate, (k) national or international political or social conditions or any national or international hostilities, acts of terror or acts of war (whether or not declared), or any escalation or worsening of any such conditions, hostilities, acts of terror or acts of war (whether or not declared), (l) any pandemic or epidemic, including outbreaks or additional waves of outbreaks and any escalation or worsening thereof, of any contagious diseases (other than COVID-19 or any variation thereof) and any direct or indirect consequence thereof, and (m) any pandemic or epidemic, including outbreaks or additional waves of outbreaks and any escalation or worsening thereof, of COVID-19 or any variation thereof and any direct or indirect consequence thereof; *provided, however*, that, in the case of clauses (g), (h), (i), (j), (k) and (l), such events, changes, conditions, circumstances, developments, occurrences or effects shall be taken into effect in determining whether a Material Adverse Effect has occurred to the extent that any such events, changes, conditions, circumstances, developments, occurrences or effects has a disproportionate effect on the Business, including the Acquired Subsidiaries, the Purchased Assets, the Assumed Liabilities and the Liabilities of the Acquired Subsidiaries, taken as a whole, relative to similar assets and Liabilities of other Persons operating in the industry or markets in which the Business operates.

"Material Assets" has the meaning given to such term in Section 7.1(a).

"Material Contract" has the meaning given to such term in Section 5.12(a).

"Material Customers" has the meaning given to such term in Section 5.22(a).

"Material Suppliers" has the meaning given to such term in Section 5.22(b).

"MOFCOM" means the Ministry of Commerce of the PRC or its competent local counterparts.

"NDRC" means the National Development and Reform Commission of the PRC or its competent local counterparts.

"Non-Real Property Contracts" means the Contracts to which any Selling Entity is a party other than the Real Property Leases.

"NQDPs" has the meaning given to such term in Section 7.10(f).

"OFAC" has the meaning given to such term in Section 5.21.

"Offered Employee" has the meaning given to such term in Section 7.10(a).

"Operating Liabilities" means the Liabilities set forth on Schedule III hereto.

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued, entered or rendered by or with any Governmental Authority, whether preliminary, interlocutory or final, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order) or in the Canadian Court in the CCAA Proceedings (including the Canadian Sale Approval and Vesting Order).

"Outside Back-up Date" has the meaning given to such term in Section 7.13(c).

"Outside Date" has the meaning given to such term in Section 9.1(j).

"Owned Real Property" has the meaning given to such term in Section 2.1(k).

"Party" or "Parties" has the meaning given to such term in the Preamble hereto.

"Permits" has the meaning given to such term in Section 5.6.

"Permitted Encumbrances" means: (a) statutory liens for Taxes not yet due and payable or that are being contested in good faith and with respect to which adequate reserves have been established in accordance with GAAP, (b) rights of set-off of landlords, banks, carriers, warehousemen, mechanics, repairmen, workmen, customs brokers or agencies, suppliers and materialmen, and other Encumbrances imposed by Law, in each case, incurred in the ordinary course of business and for amounts not yet due and payable or that are being contested in good faith and for which adequate reserves have been made in accordance with GAAP, (c) non-exclusive licenses of Intellectual Property or Intellectual Property Rights, granted in the ordinary course of business consistent with past practice, (d) Laws now or hereafter in effect relating to real property, easements and similar Encumbrances which do not have a Material Adverse Effect on the current use by the Selling Entities of the real property subject thereto, (e) all matters that would be disclosed on an accurate current survey or title report of the Owned Real Property or property subject to Real Property Leases that do not materially interfere with the current use by the Selling Entities of the Owned Real Property or the property subject to Real Property Leases, (f) Encumbrances arising from applicable Laws of general application which do not interfere with the current operation of the Business in any material respect, (g) Encumbrances which do not materially and adversely interfere with the current use of the property subject to Real Property Leases by the Selling Entities or the Acquired Subsidiaries in any material respect, (h) Encumbrances contained in the Assumed Agreements or the Assumed Real Property Leases, (i) subdivision, site plan control, development, reciprocal, servicing, facility, facility cost sharing or similar agreements currently existing or entered into, which do not materially interfere with the current use by the Selling Entities of the Owned Real Property, (j) any subsisting reservations, limitations, provisions and conditions contained in any original grants from the Crown of any land or interest therein, and reservations of undersurface rights to mines and minerals of any kind, and (k) the Encumbrances disclosed on Section 1.1(b) of the Seller Disclosure Schedule.

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, syndicate, group, trust, association or other organization or entity or Governmental Authority. References to any Person include such Person's successors and permitted assigns.

"Personal Information" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Petition" means the voluntary petition under Chapter 11 of the Bankruptcy Code filed by the Selling Entities with the Bankruptcy Court.

"Petition Date" has the meaning given to such term in the Recitals hereto.

"Plan" means the Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and its affiliated debtors under Chapter 11 of Title 11 of the United States Code, as filed with the United States Bankruptcy Court for the District of Delaware, Chapter 11 Case No. 20-11662 (KBO), including all exhibits, schedules, supplements, and ancillary documents, and as may be amended from time to time.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and the portion of a Straddle Period (or portion thereof) beginning after the Closing Date.

"PRC" means the People's Republic of China, excluding for purposes of this Agreement only, Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

"PRC Approvals" means, any filings with, decisions by and approvals from PRC Governmental Authorities required by applicable Law to (a) execute, deliver and perform each Transaction Document and (b) consummate the Transactions (including the Debt Financing), including, to the extent required by applicable Law, (i) the approval from SASAC, (ii) the filing with and/or confirmation from NDRC with respect to the consummation of the transactions contemplated hereby, (iii) the filing with and/or the issuance of the certificate of outbound investment by enterprises by MOFCOM with respect to the consummation of the Transactions contemplated hereby, (iv) the foreign exchange registration conducted by authorized banks under SAFE's supervision in connection with the transactions contemplated hereby and (v) any registration with SAFE.

"Pre-Closing Income Taxes" shall mean any payments for income Taxes made by the Selling Entities during the Pre-Closing Tax Period.

"Pre-Closing Refunds" has the meaning given to such term in Section 7.11(d).

"Pre-Closing Tax Period" means any taxable period ending on or prior to the Closing Date and the portion of a Straddle Period ending on the Closing Date.

"Proceeding" has the meaning given to such term in Section 5.5.

"Professional Services" has the meaning given to such term in Section 2.4(b).

"Purchase Price" has the meaning given to such term in Section 3.1(a)(iii).

"Purchased Assets" has the meaning given to such term in Section 2.1.

"Purchased Cash" means Company Cash in an amount equal to (a) the Target Cash Amount minus (b) Cash Reduction Amount; *provided*, *however*, that if (x) Company Cash is less

than (y) the Target Cash Amount minus Cash Reduction Amount, then the Cash Purchased Price shall be reduced by the amount of such shortfall.

"Real Property Leases" means all leases, subleases and other occupancy Contracts with respect to real property to which any Selling Entity is a party listed or described on Section 1.1(c) of the Seller Disclosure Schedule.

"Refund Return" has the meaning given to such term in Section 7.11(d).

"Refund Tax Matter" has the meaning given to such term in Section 7.11(d).

"Registered IP" means all Seller IP or Acquired Subsidiary IP that is registered, filed or issued under the authority of, with or by any Governmental Authority, including all patents, registered industrial designs, registered copyrights, registered mask works, and registered Marks and all applications for any of the foregoing.

"Release" means disposing, discharging, injecting, spilling, leaking, pumping, pouring, leaching, dumping, emitting, escaping or emptying into or upon the indoor or outdoor environment, including any soil, sediment, subsurface strata, surface water, drinking water, ground water, ambient air, the atmosphere or any other media.

"Representatives" means, with respect to a particular Person, any director, officer, employee or other authorized representative of such Person or its Subsidiaries, including such Person's attorneys, accountants, financial advisors and restructuring advisors.

"Required Ad Hoc Group Crossover Lenders" means the Ad Hoc Group Crossover Lenders holding a majority in principal amount of the Tranche B-2 Term Loan (as defined in the Plan) held by all Ad Hoc Group Crossover Lenders.

"Required FILO Ad Hoc Group Members" means the Ad Hoc Group FILO Lenders holding a majority in principal amount of the FILO Term Loans held by all Ad Hoc Group FILO Lenders.

"Restructuring" has the meaning given to such term in the Restructuring Support Agreement, dated as of June 23, 2020, by and among the Selling Entities the other signatories thereto.

"Restructuring Transaction" has the meaning given to such term in Section 7.14(a).

"Retained Employee" has the meaning given to such term in Section 7.10(b).

"SAFE" means the State Administration of Foreign Exchange of the PRC or its competent local counterparts.

"Sale Hearing" means the hearing at which the Bankruptcy Court considers approval of the Sale Order.

"Sale Motion" means one or more motions and notices filed by the Selling Entities and served on creditors and parties in interest, in accordance with the Bidding Procedures Order, other orders of the Bankruptcy Court, the Federal Rules of Bankruptcy Procedures and Local Rules, which motion(s) seeks authority from the Bankruptcy Court for the Selling Entities to enter into this Agreement and consummate the transactions contemplated by this Agreement.

"Sale Order" means an Order of the Bankruptcy Court, which Order shall be in form and substance reasonably acceptable to the Buyer and the Seller and shall, among other things, (a) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by the Selling Entities of this Agreement, (ii) the sale of the Purchased Assets to GNC Newco and the issuance of the Acquired GNC Equity Interests to the Buyer or one or more Buyer Designees, in each case on the terms set forth herein and free and clear of all Encumbrances (other than Permitted Encumbrances) and (iii) the performance by the Selling Entities of their respective obligations under this Agreement, (b) authorize each of the Selling Entities and the Buyer to execute and file termination statements, instruments of satisfaction, releases and similar documents with respect to all Encumbrances that any Person has with respect to the Purchased Assets, and (c) order that GNC Newco is receiving good and marketable title to all of the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances).

"SASAC" means the State-owned Assets Supervision and Administration Commission of the State Council of the PRC or its competent local counterparts.

"SEC" means the U.S. Securities and Exchange Commission.

"Second Lien Credit Agreement" means that certain Second Lien Credit Agreement to be entered into by GNC Newco, as borrower, the several lenders from time to time party thereto, GLAS Trust Company LLC, as collateral agent and GLAS Trust Company LLC, as administrative agent on the Closing Date, substantially in the form attached as Exhibit D hereto.

"Second Lien Documents" means (a) the Second Lien Credit Agreement, (b) the Intercreditor and Subordination Agreement substantially in the form attached as Exhibit F hereto, and (c) the other Loan Documents (as defined in the Second Lien Credit Agreement).

"Second Lien Loans" has the meaning given to such term in the Recitals hereto.

"Second Lien Loans Adjustment Amount" means (a) $410,000,000 minus (b) (i) $210,000,000 plus (ii) the Shortfall Adjustment Amount minus (c) the Estimated TLB Cash Distribution Amount.

"Second Lien Loans Amount" means (a) $210,000,000 plus (b) the Shortfall Adjustment Amount (if any) plus (c) the Second Lien Loans Adjustment Amount (if any).

"Securities Act" has the meaning given to such term in Section 5.9(a).

"Seller" has the meaning given to such term in the Preamble hereto.

"Seller Compensation and Benefit Program" has the meaning given to such term in Section 5.10(a).

"Seller Disclosure Schedule" has the meaning given to such term in the Preamble to Article V.

"Seller Financial Statements" has the meaning given to such term in Section 5.9(c).

"Seller IP" means all Intellectual Property and Intellectual Property Rights (including the goodwill of the Selling Entities) owned by the Selling Entities, including the GNC Names and Marks.

"Seller Properties" has the meaning given to such term in Section 5.16(b).

"Seller Released Party" has the meaning given to such term in Section 7.19(a).

"Seller SEC Documents" has the meaning given to such term in Section 5.9(a).

"Selling Entities" has the meaning given to such term in the Preamble hereto.

"Service Provider" has the meaning given to such term in Section 5.10(a).

"Shortfall Adjustment Amount" means an amount equal to (a) the Cash Shortfall minus (b) the Cash Reduction Amount.

"Specified Employees" has the meaning given to such term in Section 7.10(a).

"Specified Stores" has the meaning given to such term in Section 7.1(b)(ii).

"Straddle Period" means any Tax period that includes, but does not end on, the Closing Date.

"Subsidiary" means, with respect to any Person, (a) any corporation or similar entity of which at least 50% of the securities or interests having, by their terms, ordinary voting power to elect members of the board of directors, or other persons performing similar functions with respect to such corporation or similar entity, is held, directly or indirectly by such Person and (b) any partnership, limited liability company or similar entity of which (i) such Person is a general partner or managing member or has the power to direct the policies, management or affairs or (ii) such Person possesses a 50% or greater interest in the total capitalization or total income of such partnership, limited liability company or similar entity.

"Successful Bidder" has the meaning given to such term by the Bidding Procedures Order.

"Target Cash Amount" means an amount equal to (a) $61,145,000 plus (b) the Closing Cure Payment Amount, minus (c) the pro rata portion of all prepaid rent under the Assumed Real Property Leases paid by the Selling Entities or their Subsidiaries on or prior to the Closing for any period occurring from and after the Closing.

"Tax" means all U.S. federal, state, local, non-U.S. or other taxes, assessments, charges, fees, levies or other governmental charges, including all income, gross receipts, capital gains, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits,

environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, alternative or add-on minimum, or estimated tax imposed by any Governmental Authority (to the extent the foregoing are taxes, similar to taxes or in the nature of a tax), and including any interest, penalty, or addition thereto; and shall include any liability for such amounts as a result of (i) being a transferee or successor or member of a combined, consolidated, unitary or affiliated group, or (ii) a contractual obligation to indemnify any person or other entity except for any agreement, arrangement or obligation entered into in the ordinary course of business and not primarily related to Taxes.

"Tax Return" means any return, claim for refund, declaration, report, statement, information return or other similar document (including any related or supporting information, amendments, schedule or supplements of any of the foregoing) filed or required to be filed with any Governmental Authority with respect to Taxes.

"Terminated Employees" has the meaning given to such term in Section 7.10(b).

"Termination Fee" has the meaning given to such term in Section 7.14(a).

"Termination Payment" has the meaning given to such term in Section 7.14(a).

"Third-Party" has the meaning given to such term in Section 7.14(a).

"Third-Party Sale" has the meaning given to such term in Section 7.14(a).

"Transaction Documents" means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale, the IP Assignment Agreement, the Deeds, the Escrow Agreement, the Second Lien Documents, and any other Contract to be entered into by the Parties and/or one or more Buyer Designees, as applicable, in connection with the Transactions.

"Transactions" means the transactions contemplated by this Agreement and the other Transaction Documents, including the Asset and Liability Dropdown and the purchase and sale of the Acquired GNC Equity Interests in exchange for the Purchase Price and the assumption of the Assumed Liabilities.

"Transfer Taxes" has the meaning given to such term in Section 7.11.

"Transferred Employees" has the meaning given to such term in Section 7.10(a).

"Union" means a labor union, trade union, works council or any other employee representative body.

"Unsecured Creditor Consideration Trigger Event" shall have occurred if both of the following shall have occurred at such time: (a) neither the official committee of unsecured creditors nor the *ad hoc* group of convertible noteholders shall have objected to the transactions contemplated by this Agreement at any time on or prior to the Closing and (b) the Buyer shall have received, prior to the Closing, written agreements that are binding on, and enforceable by the Seller and Ad Hoc Group Crossover Lenders against, both (i) the official committee of unsecured

creditors and (ii) the *ad hoc* group of convertible noteholders, in each case, providing that they and their members shall not object to or oppose this Agreement, any of the transactions contemplated hereby or the Plan.

"Vendor Agreement" means that certain agreement entered into by ZT Biopharmaceutical LLC and the counterparty thereto, a copy of which agreement has been delivered to Seller on the date hereof.

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.* (1988) and any similar Laws, including Laws of any country, state or other locality that is applicable to a termination of employees.

"WTO Investor" has the meaning given to such term in Section 6.8.

Section 1.2 Construction. The terms "hereby," "hereto," "hereunder" and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms "including," "includes" or similar terms when used herein shall mean "including, without limitation", and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "or" when used in this Agreement is not meant to be exclusive unless expressly indicated otherwise. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, if applicable, and such phrase does not mean simply "if". The word "will" shall be construed to have the same meaning as the word "shall". Any reference to "days" means calendar days unless Business Days are expressly specified. The meaning of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Unless otherwise indicated, references to (a) Articles, Sections, Schedules and Exhibits refer to Articles, Sections, Schedules and Exhibits of and to this Agreement, (b) references to $ (dollars) are to United States Dollars and (c) a Contract means such Contract as amended from time to time. All accounting terms used in this Agreement and not otherwise defined herein have the meanings assigned to them under GAAP. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day. All references to dates and times herein, except as otherwise specifically noted, shall refer to New York City time.

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, Part IV of the CCAA and on the terms and subject to the satisfaction of the conditions contained in this Agreement, at the Closing, the Selling Entities (other than the Canadian Seller) shall sell, assign, convey, transfer and deliver to GNC Newco, and GNC Newco shall purchase and acquire from the Selling Entities (other than the Canadian Seller), all of the

Seller's and its Subsidiaries' right, title and interest, free and clear of all Encumbrances (other than Permitted Encumbrances), in and to all of the properties, rights, interests and other tangible and intangible assets of the Seller and its Subsidiaries (other than the Canadian Seller) of every nature (wherever located, whether real, personal or mixed, whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), including any assets acquired by the Seller or any of its Subsidiaries (other than the Canadian Seller) after the date hereof but prior to the Closing (collectively, the "Purchased Assets"); *provided*, *however*, that the Purchased Assets shall not include any Excluded Assets. At the Closing, the Purchased Assets of the Canadian Seller shall be transferred to GNC Canada Newco (as defined herein) as part of the Asset and Liability Dropdown (as herein defined) in consideration for the assumption by GNC Canada Newco of the Assumed Liabilities in respect of the Canadian Seller and one non-voting preferred share of GNC Canada Newco with a redemption amount equal to the fair market value of the Purchased Assets transferred by the Canadian Seller to GNC Canada Newco (determined in accordance with the allocation of the Purchase Price in Section 3.3 hereof, and as adjusted in accordance with Section 3.4 hereof) less the Assumed Liabilities in respect of the Canadian Seller that are assumed by GNC Canada Newco and the non-voting preferred share of GNC Canada Newco issued to the Canadian Seller shall subsequently be transferred to Seller and contributed by Seller to GNC Newco for shares of GNC Newco prior to the transactions described in Section 2.9 such that GNC Newco and Buyer are the sole owners of the issued and outstanding interests in GNC Canada Newco at the time of the transactions in Section 2.9. Without limiting the generality of the foregoing, the Purchased Assets shall include all right, title and interest in and to the following (except to the extent listed or otherwise included as an Excluded Asset):

(a) all Purchased Cash as of the Closing;

(b) all Accounts Receivable of the Selling Entities as of the Closing, except as set forth in Section 2.2(g);

(c) all Inventory and materials of the Selling Entities as of the Closing;

(d) all royalties, advances, prepaid assets, security and other deposits, prepayments and other current assets relating to the Business, the Assumed Agreements and the Assumed Real Property Leases, in each case of the Selling Entities as of the Closing;

(e) all Non-Real Property Contracts listed on Section 2.1(e) of the Seller Disclosure Schedule (as amended from time to time in accordance with Section 2.5 hereof, the "Assumed Agreements") assumed and assigned to GNC Newco pursuant to Section 2.5;

(f) all Real Property Leases listed on Section 2.1(f) of the Seller Disclosure Schedule (as amended from time to time in accordance with Section 2.5 hereof, the "Assumed Real Property Leases") assumed and assigned to GNC Newco pursuant to Section 2.5;

(g) all GNC Names and Marks and all other Seller IP;

(h) all open purchase orders with customers and suppliers;

(i) all items of machinery, equipment, supplies, furniture, fixtures, leasehold improvements (to the extent of the Selling Entities' rights to any leasehold improvements under

Assumed Real Property Leases) and other tangible personal property and fixed assets owned by the Selling Entities as of the Closing;

(j) all books, records, information, files, data and plans (whether written, electronic or in any other medium), advertising and promotional materials and similar items of the Selling Entities as of the Closing (except as otherwise described in Section 2.2), including customer and supplier lists and mailing lists (collectively, the "Documentary Materials");

(k) all real property legally and/or beneficially owned by the Selling Entities as of the Closing (collectively, the "Owned Real Property") listed on Section 2.1(k) of the Seller Disclosure Schedule;

(l) all of the stock or other equity interests owned by the Selling Entities in the Persons listed on Section 2.1(l) of the Seller Disclosure Schedule (the "Equity Interests") or securities convertible into or exchangeable or exercisable for the stock or other equity interests of any such Persons;

(m) all goodwill and other intangible assets associated with, or relating to, the Business or the Purchased Assets;

(n) subject to section 363(b)(1)(A) of the Bankruptcy Code, all rights to the websites, domain names, telephone and facsimile numbers and e-mail addresses used by each Selling Entity, as well as rights to receive mail and other communications addressed to such Selling Entity (including mail and communications from customers, vendors, suppliers, distributors and agents);

(o) all rights of the Selling Entities under non-disclosure or confidentiality, invention assignment, work made for hire, non-compete, or non-solicitation agreements with current Employees, former Employees or current or former directors, consultants, independent contractors and agents of any of the Selling Entities;

(p) all of the rights and benefits accruing under all Permits, all deposits and prepaid expenses (excluding prepaid income Taxes) held by third parties and/or, to the extent transferable, any Governmental Authority and, to the extent transferable, all bank and deposit accounts;

(q) any rights, demands, claims, credits, allowances, rebates (including any vendor or supplier rebates), or rights of setoff (other than against the Selling Entities) arising out of or relating to any of the Purchased Assets as of the Closing;

(r) all prepaid and deferred items (excluding prepaid income Taxes and including prepaid real property Taxes to the extent such prepaid Taxes exceed the amount of the real property Taxes apportioned to a Pre-Closing Tax Period) that relate to the Business or the Purchased Assets as of the Closing, including all prepaid rentals and unbilled charges, fees and deposits;

(s) any rights, claims or causes of action as of the Closing of any Selling Entity relating to or arising against suppliers, vendors, merchants, manufacturers, counterparties to leases,

counterparties to licenses, and counterparties to any Assumed Agreement or Assumed Real Property Lease in respect of the assets, properties, conduct of business or operations of such Selling Entity arising out of events occurring on or prior to the Closing Date, excluding any rights, claims or causes of action under chapter 5 of the Bankruptcy Code and any rights, claims or causes of action that exclusively relate to any Excluded Assets or Excluded Liabilities;

(t) all other assets that are related to or used in connection with the Business and that are owned by any Selling Entity as of the Closing;

(u) all rights to the Assumed Compensation and Benefit Programs and all trusts, insurance contracts, administrative service agreements, and investment management agreements that are used to fund or administer the Assumed Compensation and Benefit Programs, including but not limited to the rabbi trusts and the assets of the rabbi trusts used to fund the NQDPs (as defined in Section 7.10(f));

(v) (A) any Tax receivable, Tax refund or other Tax asset with respect to any Pre-Closing Tax Period, and (B) to the extent not included in (A), any Pre-Closing Refund;

(w) all claims (including claims for past, present and future infringement or misappropriation or other violation of Seller IP) and causes of action (other than, in each case, to the extent related to Excluded Assets or Excluded Liabilities) of the Selling Entities as of the Closing against Persons other than the Selling Entities (regardless of whether or not such claims and causes of action have been asserted by the Selling Entities) and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds, possessed by the Selling Entities as of the Closing (regardless of whether such rights are currently exercisable) to the extent related to the Purchased Assets;

(x) all Environmental Permits needed for operations at the Owned Real Property and sites subject to Assumed Real Property Leases, to the extent such Environmental Permits are transferable; and

(y) all preference or avoidance claims and actions of the Selling Entities (including, without limitation, any such claims and actions arising under Sections 544, 547, 548, 549, and 550 of the Bankruptcy Code), except as set forth in Section 2.2(i); and

(z) all rights, claims and causes of action against any director, officer, equityholder or Transferred Employee of any Selling Entity and all rights, claims and causes of action under director and officer, fiduciary, employment practices and similar insurance policies maintained by any Selling Entity (the "D&O Claims").

Section 2.2 Excluded Assets. Notwithstanding any provision herein to the contrary, the Purchased Assets shall not include the following (collectively, the "Excluded Assets"):

(a) any records, documents or other information exclusively relating to current or former Employees that are not Transferred Employees, and any materials to the extent containing information about any Employee, disclosure of which would violate applicable Law or such Employee's reasonable expectation of privacy;

(b) the Selling Entities' (i) minute books and other corporate books and records relating to their organization and existence and the Selling Entities' books and records relating to Taxes of the Selling Entities, including Tax Returns filed by or with respect to the Selling Entities, and (ii) books, records, information, files, data and plans (whether written, electronic or in any other medium), advertising and promotional materials and similar items exclusively relating to any Excluded Assets or Excluded Liabilities;

(c) the Selling Entities' rights under this Agreement and the other Transaction Documents, and all cash and non-cash consideration payable or deliverable to the Selling Entities pursuant to the terms and provisions hereof;

(d) any Contracts other than the Assumed Agreements and the Assumed Real Property Leases, together with all prepaid assets relating to any Contract other than the Assumed Agreements and the Assumed Real Property Leases;

(e) all claims and causes of action of the Selling Entities against Persons other than the Acquired Subsidiaries and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds, of the Selling Entities (regardless of whether such rights are currently exercisable), in each case to the extent exclusively related to any Excluded Assets or Excluded Liabilities;

(f) any shares of capital stock or other equity interests of any of the Selling Entities, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of any of the Selling Entities;

(g) Accounts Receivable, intercompany obligations and other amounts receivable of any Selling Entity owned to it by any other Selling Entity;

(h) any Seller Compensation and Benefit Program or stock option, restricted stock or other equity-based benefit plan of the Selling Entities, and the Selling Entities' right, title and interest in any assets of or relating thereto, that is not an Assumed Compensation and Benefit Program;

(i) all preference or avoidance claims and actions of the Selling Entities (including, without limitation, any such claims and actions arising under Sections 544, 547, 548, 549, and 550 of the Bankruptcy Code) solely to the extent exclusively related to the Excluded Assets;

(j) Excluded Cash; and

(k) the Selling Entities' right, title and interest to the other assets, if any, set forth in Section 2.2 of the Seller Disclosure Schedule.

Section 2.3 Assumed Liabilities Subject to the terms and conditions of this Agreement, effective as of the Closing, GNC Newco shall assume and agree to pay, perform and discharge when due in accordance with their respective terms the Assumed Liabilities. For purposes of this

Agreement, "Assumed Liabilities" means, without duplication, only the following Liabilities (to the extent not paid prior to the Closing):

(a) all Liabilities relating to the Purchased Assets that are properly characterized as current liabilities of the Selling Entities as of the Closing calculated in accordance with GAAP, but excluding any indebtedness for borrowed money;

(b) all Consumer Liabilities;

(c) the Liabilities of the Selling Entities arising under the Assumed Agreements and the Assumed Real Property Leases and under open purchase orders with customers and suppliers that constitute Purchased Assets;

(d) the accounts payable (or other amounts payable) and other intercompany obligations of the Selling Entities owed to the Acquired Subsidiaries;

(e) the Liabilities assumed by the Buyer pursuant to Section 7.10;

(f) any liability for Taxes with respect to the Purchased Assets for any Post-Closing Tax Period (as determined in Section 7.11(b));

(g) the Cure Payments (as defined below);

(h) all other Operating Liabilities, but excluding any portion of such outstanding Operating Liabilities that Seller or its Subsidiaries, as applicable, failed to pay as and when due in the ordinary course of business consistent with past practice prior to the Closing; and

(i) all fees payable in connection with the BoC Debt Commitment Letter and any facilities or other credit agreement entered into in connection therewith, including the Guarantee Fee and any related Taxes.

Section 2.4 Excluded Liabilities. Notwithstanding anything to the contrary herein, GNC Newco shall not assume or be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or Action against, the Selling Entities or relating to the Purchased Assets, of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, other than the Assumed Liabilities (all such Liabilities that GNC Newco is not assuming being referred to collectively as the "Excluded Liabilities"). The Excluded Liabilities include the following, whether incurred or accrued before, on or after the Petition Date or the Closing:

(a) all Taxes of the Selling Entities for any Pre-Closing Tax Period (as determined in Section 7.11(b));

(b) all Liabilities of the Selling Entities relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services ("Professional Services") performed in connection with this Agreement and any of the

transactions contemplated hereby, and any pre-Petition or post-Petition Claims for such Professional Services;

(c) all Liabilities of the Selling Entities with respect to current and former Employees and Service Providers (including Liabilities under or relating to any Seller Compensation and Benefit Program and any workers compensation related Liabilities), other than Liabilities under the Assumed Compensation and Benefit Programs and Liabilities otherwise specifically assumed by GNC Newco pursuant to Sections 7.10;

(d) all Liabilities relating to Excluded Assets;

(e) all Liabilities of any Selling Entity in respect of indebtedness, whether or not relating to the Business;

(f) all Liabilities of any Selling Entity to any current, former or prospective shareholder or other holder of equity securities or equity-linked securities of such Selling Entity, including all Liabilities of such Selling Entity related to the right to or issuance of any capital stock or other equity securities or the payment of any dividend or other distribution on or in respect of any capital stock or other equity securities;

(g) all accounts payable (or other amounts payable) or other intercompany obligations of any Selling Entity owed by it to any other Selling Entity;

(h) all fines, penalties or other Liabilities assessed by a Governmental Authority as a result of any noncompliance with applicable Law, including with respect to filings with the SEC;

(i) all costs and expenses incurred or to be incurred by Sellers in connection with this Agreement and the consummation of the transactions by this Agreement;

(j) any other Liability of the Selling Entities that arises prior to the Closing and is not expressly included among the Assumed Liabilities; and

(k) the Exit Costs.

Section 2.5 Assumption and Assignment of Certain Contracts. The Sale Order shall provide for the assumption by the Selling Entities, and the Sale Order shall, to the extent permitted by Law, provide for the assignment by the Selling Entities to GNC Newco, effective upon the Closing, of the Assumed Agreements and the Assumed Real Property Leases on the terms and conditions set forth in the remainder of this Section 2.5.

(a) The Seller shall use commercially reasonable efforts to provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to any executory Contracts or unexpired leases to which any Selling Entity is a party that are Assumed Agreements or Assumed Real Property Leases and take all other actions reasonably necessary to cause such Contracts to be assumed by the Selling Entities and assigned to GNC Newco pursuant to Section 365 of the Bankruptcy Code. At the Closing, the Selling Entities shall assume and assign to GNC Newco the Assumed Agreements and the Assumed Real Property Leases that may be

assigned by any such Selling Entity to GNC Newco pursuant to Sections 363 and 365 of the Bankruptcy Code. Section 2.5(a) of the Seller Disclosure Schedule sets forth the Seller's good faith estimate (on a vendor by vendor basis) as of the date of this Agreement of the amounts necessary to cure defaults, if any, with respect to each counterparty to any of the Assumed Agreements set forth on Section 2.1(e) of the Seller Disclosure Schedule and the Assumed Real Property Leases set forth on Section 2.1(f) of the Seller Disclosure Schedule, in each case as determined by the Seller based on the Seller's books and records and reasonable good faith judgment. The Seller shall provide an update of such good faith estimate not less than ten (10) Business Days prior to the Closing Date (other than an estimate in respect of any Contract designated as an Assumed Agreement or Assumed Real Property Lease after such date, in which case the Seller shall provide its good faith estimate as promptly as reasonably practicable prior to the Closing Date).

(b) From and after the date of this Agreement until three (3) Business Days prior to the Bid Deadline (as defined in the Bidding Procedures Order), the Buyer may, in its sole discretion, designate any Contract of any Selling Entity as an Assumed Agreement or Assumed Real Property Lease, as applicable, or remove any such Contract from Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule, respectively, such that it is not an Assumed Agreement or Assumed Real Property Lease, in each case by providing written notice of such designation or removal to the Seller, in which case Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule, as applicable, shall automatically be deemed to be amended to include or remove, as applicable, such Contract as an Assumed Agreement or an Assumed Real Property Lease, in each case, without any adjustment to the Purchase Price.

(c) In the case of any amendment by the Buyer of Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule pursuant to Section 2.5(b), the Seller shall give notice to the other parties to any Contract to which such amendment relates of the removal or addition of such Contract from Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule as applicable, within three (3) Business Days of the Buyer notifying the Seller of such amendment or such lesser time as is approved by the Bankruptcy Court.

(d) From and after the date of this Agreement until the Closing, subject to providing the Buyer with not less than five (5) Business Days prior written notice ("Contract Notice Period"), the Seller may move to reject any Contract which is not an Assumed Agreement or an Assumed Real Property Lease; *provided, however*, that the Buyer may, at any time during the Contract Notice Period, designate such Contract as an Assumed Agreement or an Assumed Real Property Lease in accordance with Section 2.5(b) and Seller shall not thereafter reject or seek to reject such Contract.

(e) As part of the Sale Motion (or, as necessary in one or more separate motions), the Selling Entities shall request that by virtue of a Selling Entity providing twenty-one (21) days' notice of its intent to assume and assign any Contract, the Bankruptcy Court deem any non-debtor party to such Contract that does not file an objection with the Bankruptcy Court during such notice period to have given any required Consent to the assumption of the Contract by the Selling Entity and assignment to GNC Newco if, and to the extent that, pursuant to the Sale Order or other order of the Bankruptcy Court, the applicable Selling Entity is authorized to assume and

assign the Contract to GNC Newco and GNC Newco is authorized to accept such Assumed Agreement or Assumed Real Property Lease pursuant to Section 365 of the Bankruptcy Code.

(f) In connection with the assumption and assignment to GNC Newco of any Assumed Agreement or Assumed Real Property Lease pursuant to this Section 2.5, the Buyer shall pay all of the cure amounts, as determined by the Bankruptcy Court, if any, necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assumed Agreements and the Assumed Real Property Leases, including any amounts payable to any landlord under any Assumed Real Property Lease that relates to the period prior to the Assumption Approval and any amounts required to satisfy state Tax claims related to the transfer of any Real Property Lease or Owned Real Property (such amounts, collectively, the "Cure Payments"); *provided*, that to the extent such Cure Payments are not made prior to Closing, all Liabilities related to such Cure Payments shall be assumed by GNC Newco at the Closing as Assumed Liabilities. No Selling Entity shall have any liability for such Cure Payments.

(g) The Seller shall use its commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assumed Agreements and the Assumed Real Property Leases to GNC Newco designated by the Seller (the "Assumption Approval") on the terms set forth in this Section 2.5. In the event the Selling Entities are unable to assign any such Assumed Agreement or Assumed Real Property Lease to GNC Newco pursuant to an order of the Bankruptcy Court, then the Parties shall use commercially reasonable efforts prior to the Closing and for six (6) months following the Closing (or the remaining term of any such Assumed Agreement or Assumed Real Property Lease or the closing of the Bankruptcy Case, if shorter) to obtain, and to cooperate in obtaining, all Consents and Governmental Authorizations from Governmental Authorities and third parties necessary to assume and assign such Assumed Agreement or Assumed Real Property Lease to GNC Newco; *provided, however*, that such commercially reasonable efforts shall not require Seller to pay any amount or incur any financial obligation to any Person unless the Buyer funds such amount.

(h) Notwithstanding the foregoing and without limited the Selling Entities' obligations under Section 7.1, a Contract shall not be an Assumed Agreement or Assumed Real Property Lease hereunder and shall not be assigned to or assumed by GNC Newco to the extent that such Contract (i) is rejected by a Selling Entity or terminated by a Selling Entity or the other party thereto, or terminates or expires by its terms, prior to the Closing and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to GNC Newco of the Selling Entities' rights under such Contract, if such Consent or Governmental Authorization has not been obtained prior to the Closing.

(i) From and after the date on which the Buyer is identified as the Successful Bidder until the Closing, the Selling Entities shall, and shall cause the Acquired Subsidiaries to, use commercially reasonable efforts to promptly terminate any Contract to which an Acquired Subsidiary is party at the written request of the Buyer.

Section 2.6 Consents to Certain Assignments.

(a) If (i) notwithstanding the applicable provisions of Sections 363 and 365 of the Bankruptcy Code and the Sale Order and the commercially reasonable efforts of the Selling Entities and Buyer pursuant to Section 2.5(g), any Consent or Governmental Authorization is not obtained prior to Closing and as a result thereof GNC Newco shall be prevented by a third party from receiving the rights and benefits with respect to a Purchased Asset intended to be transferred hereunder, or (ii) any Purchased Asset is not otherwise capable of sale and/or assignment (after giving effect to the Sale Order and the Bankruptcy Code), then, in any such case, the Seller shall, prior to the closing of the Bankruptcy Case and subject to any approval of the Bankruptcy Court that may be required and at the request of the Buyer, cooperate with Buyer in any lawful and commercially reasonable arrangement under which GNC Newco would, to the extent practicable, obtain (for no additional cost or consideration) the economic claims, rights and benefits under such asset and assume the economic burdens and obligations with respect thereto in accordance with this Agreement, including by subcontracting, sublicensing or subleasing to the Buyer or any Buyer Designee, including GNC Newco; *provided*, that Seller's cooperation obligations contemplated by this Section 2.6 shall not include any obligation by any Selling Entity or any of their respective Affiliates to pay money (advance or otherwise) to any third party or to incur out-of-pocket expenses unless Buyer funds such amounts. Buyer shall cooperate with the Selling Entities in order to enable the Selling Entities to provide to GNC Newco the benefits contemplated by this Section 2.6. The Selling Entities shall as promptly as practicable pay to the Buyer when received all monies received by the Selling Entities attributable to such Purchased Asset from and after the Closing Date and the Buyer shall promptly pay the Selling Entities for all reasonable and documented out-of-pocket costs incurred by the applicable Selling Entities associated with, arising or resulting from such arrangement.

(b) To the extent that GNC Newco has not obtained all of the Permits included in the Purchased Assets that are necessary for GNC Newco to take title to all of the Purchased Assets at the Closing and to operate all aspects of the Business as of immediately following the Closing in a substantially similar manner in all material respects as it was operated by the Selling Entities immediately prior to the Closing, the Selling Entities shall, to the extent permitted by applicable Laws, use commercially reasonable efforts to maintain after the Closing such Permits that the Buyer reasonably requests, at the Buyer's sole expense, until the earlier of the time GNC Newco has obtained such Permits and six (6) months following the Closing (or the remaining term of any such Permit or the closing of the Bankruptcy Case, if shorter).

Section 2.7 Designation of Assets and Liabilities. At any time on or prior to the third (3rd) Business Day prior to the Bid Deadline (as defined in the Bidding Procedures Order), the Buyer may, in its sole discretion by written notice to the Seller, (a) designate any of the Purchased Assets as additional Excluded Assets, (b) designate any of the Excluded Assets as additional Purchased Assets, (c) designate any of the Operating Liabilities, Consumer Liabilities or Liabilities described in Section 2.3(e) (other than the NQDPs (subject to Section 7.10(f)) and The Key Employee Retention Plan approved pursuant to the Bankruptcy Court's Order, dated July 20, 2020 [D.I. 470]) as additional Excluded Liabilities and (d) designate any of the Excluded Liabilities as additional Assumed Liabilities, which notice shall set forth in reasonable detail the assets or Liabilities so designated; *provided*, that (i) there shall be no increase or reduction in the Purchase Price in connection with any such designation by the Buyer, (ii) the assignment or transfer of such asset or liability shall have been effected pursuant to Section 2.5 and Section 2.6 hereof, as applicable, including, without limitation with any necessary prior Consent and (iii) the

Buyer shall not be permitted to take any of the actions described in the foregoing clause (c) to the extent such action would result in any new or incremental Administrative Claim, Priority Tax Claim or Other Priority Claim (each, as defined in the Plan). Notwithstanding any other provision hereof, the Liabilities of the Selling Entities under or related to any Purchased Asset excluded under this paragraph shall constitute Excluded Liabilities.

Section 2.8 Wrong Pocket.

(a) During the six (6) month period following the Closing, if either Buyer or any Selling Entity becomes aware that any right, property or asset forming part of the Purchased Assets has not been transferred to GNC Newco or that any right, property or asset forming part of the Excluded Assets has been transferred to GNC Newco, such Party shall promptly notify the other Party and the Parties shall, as soon as reasonably practicable thereafter, use commercially reasonable efforts to cause such right, property or asset (and any related Liability) to be transferred at the expense of the Party that is seeking the assets to be transferred to it and with any necessary prior Consent, to (i) GNC Newco, in the case of any right, property or asset forming part of the Purchased Assets which was not transferred to GNC Newco at or in connection with the Closing, or (ii) the applicable Selling Entity, in the case of any right, property or asset not forming part of the Excluded Assets which was transferred to GNC Newco at the Closing.

(b) From and after the Closing, if either Buyer or any Selling Entity or any of their respective Affiliates receives any (i) funds or property that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Transaction Document, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such funds or property to, the other Party (and, for the avoidance of doubt, the Parties acknowledge and agree that there is no right of offset with respect to such funds or property, whether in connection with a dispute under this Agreement or any other Transaction Document or otherwise) or (ii) mail, courier package, facsimile transmission, purchase order, invoice, service request or other document that is, in the reasonable determination of the receiving Party, intended for or otherwise the property of the other Party pursuant to the terms of this Agreement or any other Transaction Document, the receiving Party shall promptly use commercially reasonable efforts to (A) notify and (B) forward such document or property to, the other Party.

(c) From and after the Closing, if either Buyer or any Selling Entity or any of their respective Affiliates pays any amount to any third party in satisfaction of any Liability of the other Party pursuant to the terms of this Agreement or any other Transaction Document, (i) the paying Party shall promptly notify the other Party of such payment and (ii) to the extent the paying Party is not obligated to make such payment pursuant to the terms of this Agreement or any other Transaction Document, the other Party shall promptly reimburse the paying Party for the amount so paid by the paying Party to such third party (and, for the avoidance of doubt, the Parties acknowledge and agree that there is no right of offset with respect to such amount, whether in connection with a dispute under this Agreement or any other Transaction Document or otherwise).

Section 2.9 Acquisition of Acquired GNC Equity Interests. At the Closing, immediately following the consummation of the transactions set forth in Section 2.1 and Section 2.3 (collectively, the "Asset and Liability Dropdown"), (i) all of the issued and outstanding equity

interests of GNC Newco held by the Seller or its Affiliates shall be redeemed and canceled by GNC Newco for no consideration and (ii) concurrently with such redemption and cancellation, GNC Newco shall issue to ZT Biopharmaceutical LLC all of the equity interests in GNC Newco (such interests, the "Acquired GNC Equity Interests") such that all outstanding equity interests of GNC Newco are owned by ZT Biopharmaceutical LLC, free and clear of all Encumbrances (other than Permitted Encumbrances) and together with all accrued rights and benefits attached thereto.

ARTICLE III
PURCHASE PRICE; DEPOSIT

Section 3.1 Purchase Price.

(a) The consideration for the Asset and Liability Dropdown shall be as follows:

(i) the issuance of an aggregate principal amount of Second Lien Loans pursuant to the Second Lien Documents equal to the Second Lien Loans Amount;

(ii) a cash amount equal to the Cash Purchase Price;

(iii) only if the Unsecured Creditor Consideration Trigger Event occurs, the Convertible Notes Issuance; and

(iv) the assumption of the Assumed Liabilities by execution of the Assignment and Assumption Agreement (such amounts in clauses (i), (ii) and (iii) collectively, the "Purchase Price").

(b) The Buyer Financing Services shall be the consideration for the issuance of the Acquired GNC Equity Interests to ZT Biopharmaceutical LLC.

(c) On the Closing Date, the Buyer shall (i) pay or cause to be paid to GNC Corporation, a Selling Entity and designee of the Seller hereunder ("GNC Corporation"), by wire transfer of immediately available funds to an account or series of accounts designated by the Seller at least three (3) Business Days prior to the Closing, an amount or amounts in cash equal, in the aggregate, to the Cash Purchase Price and (ii) following the consummation of the transactions contemplated by Section 2.9, cause GNC Newco to issue to GNC Corporation the Second Lien Loans in accordance with Section 3.1(a)(i). Immediately following the receipt of the Cash Purchase Price, GNC Corporation hereby agrees to repay in full in cash on the Closing Date all DIP Obligations unless prohibited by the Bankruptcy Court.

(d) Promptly following the Closing, GNC Newco shall pay to the Buyer the Guarantee Fee in consideration for the Buyer Guarantee.

Section 3.2 Deposit Escrow.

(a) Concurrently with the execution of this Agreement, the Seller and the Buyer have entered into an escrow agreement substantially in the form of Exhibit E (the "Escrow Agreement") with Prime Clerk LLC (the "Escrow Agent"). On or prior to August 11, 2020 the Buyer shall deposit into escrow with the Escrow Agent an amount equal to fifty-seven million

dollars ($57,000,000) (such amount, together with any interest accrued thereon prior to the Closing Date, the "Deposit") by wire transfer of immediately available funds pursuant to the terms of this Agreement and the Escrow Agreement. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any of the Parties. The Deposit shall become payable to the Seller upon the earlier of (i) the Closing, (ii) the termination of this Agreement by (x) the Seller pursuant to Section 9.1(f) (other than in the circumstances described in clause (iii) of this Section 3.2(a)) or Section 9.1(i) or (y) the Seller pursuant to Section 9.1(b), Section 9.1(c) or Section 9.1(d) or the Buyer pursuant to Section 9.1(b), Section 9.1(c), Section 9.1(e) or Section 9.1(j), in each case under this clause (y) at a time when the Seller could have terminated this Agreement pursuant to Section 9.1(f) (other than in the circumstances described in clause (iii) of this Section 3.2(a)) or Section 9.1(i) or (iii) the termination of this Agreement by the Seller pursuant to Section 9.1(f) at a time when all of the conditions to the Closing set forth in Article VIII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than those conditions that by their nature cannot be satisfied until the Closing) and Buyer breaches its obligation to effect the Closing pursuant to Article IV and satisfy its obligation to make the payments pursuant to Section 3.1(c) because of a Financing Failure Event or the failure to have received the proceeds of any Alternative Financing as contemplated by Section 7.8 (any such termination described in the foregoing clauses (ii)(x), (ii)(y) or (iii), a "Buyer Default Termination"); *provided*, that if (I) this Agreement is terminated pursuant to Section 9.1(i)(iv), (II) such termination resulted from a termination of the Vendor Agreement in accordance with its terms and (III) the primary cause of such termination of the Vendor Agreement is an uncured breach of the confidentiality provisions contained in the Vendor Agreement as a result of any action taken by the Selling Entities or any of their respective Subsidiaries, Affiliates, Representatives or creditors, then such termination shall not be a Buyer Default Termination for any purpose hereunder. If the Closing occurs, the Deposit shall be delivered to an account designated by the Seller by wire transfer of immediately available funds as payment of a portion of the Cash Purchase Price. If the Deposit becomes payable to the Seller by reason of a Buyer Default Termination, then either (A) the Seller and the Buyer shall jointly instruct the Escrow Agent to disburse the Deposit to the Seller or (B) the Seller or the Buyer shall deliver to the Escrow Agent a final and non-appealable written Order from a court of competent jurisdiction directing the Escrow Agent to disburse the Deposit to the Seller, in each case in accordance with the Escrow Agreement, and the Escrow Agent shall, within two (2) Business Days after receiving such joint written instruction or Order, as the case may be, disburse the Deposit to an account designated by the Seller by wire transfer of immediately available funds to the account designated in writing by the Seller to be retained by the Seller for its own account. If this Agreement or the transactions contemplated herein are terminated other than for a termination which constitutes a Buyer Default Termination, the Seller and the Buyer shall jointly instruct the Escrow Agent to, and the Escrow Agent shall, within two (2) Business Days after such instruction, return to the Buyer the Deposit by wire transfer of immediately available funds to the account designated in writing. The Escrow Agent's escrow fees and charges shall be paid by the Buyer.

(b) The Parties acknowledge and agree that the Seller's entitlement to the Deposit under Section 3.2(a) will constitute liquidated damages (and not a penalty) and, if the Seller retains such amount, then notwithstanding anything to the contrary contained herein, such Deposit shall be the sole and exclusive remedy available to the Selling Entities and any other Person against the Buyer, its Subsidiaries and Affiliates and/or the Financing Sources in connection with this Agreement, the other Transaction Documents, the Debt Financing Documents

and the transactions contemplated hereby or thereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of the Buyer, its Subsidiaries and Affiliates and/or the Financing Sources shall have any further Liability relating to or arising out of this Agreement, the other Transaction Documents, the Debt Financing Documents or the transactions contemplated hereby or thereby. For the avoidance of doubt, (i) under no circumstances shall the Seller or any of its Affiliates be entitled to monetary damages other than retention of the Deposit and (ii) while the Seller may pursue both a grant of specific performance in accordance with Section 10.13 and retaining the Deposit pursuant to this Section 3.2, under no circumstances shall Seller or any of its Affiliates be permitted or entitled to receive both a grant of specific performance and any money damages, including retention of all or any portion of the Deposit.

Section 3.3 Allocation. The Buyer shall, not later than forty-five (45) days after the Closing Date, prepare and deliver to the Seller an allocation of the Purchase Price (and the Assumed Liabilities and other relevant items, to the extent properly taken into account under the Code) among the Purchased Assets (the "Allocation") in accordance with Section 1060 of the Code and the Treasury Regulations for Seller's review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Any reasonable comments provided by the Seller to the Buyer under this Section 3.3 shall be considered by the Buyer in good faith. The Allocation shall be conclusive and binding on the Parties unless the Seller notifies Buyer in writing that the Seller objects to one or more items reflected in the Allocation, and specify the reasonable basis for such objection, within fifteen (15) days after delivery to the Seller of the Allocation. In the case of such an objection, the Seller and the Buyer shall negotiate in good faith to resolve any disputed items. Any resolution by the Seller and the Buyer shall be conclusive and binding on the parties once set forth in writing (any such conclusive and binding Allocation, the "Final Allocation"). If the Seller and the Buyer are unable to resolve all disputed items within fifteen (15) days after the delivery of the Seller's written objection to the Buyer, each of the Buyer and the Seller may separately determine the allocation of the Purchase Price (and the Assumed Liabilities and other relevant items, to the extent properly taken into account under the Code) among the Purchased Assets, and there shall be no Final Allocation. The Parties agree to file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with the Final Allocation unless otherwise required by applicable Law and shall act, in all respects pertaining to Tax matters and for all Tax purposes, consistent with the Final Allocation. None of the Parties or their respective Affiliates shall take any position in connection with Tax matters which is inconsistent with the Final Allocation. In the event that a Governmental Authority disputes the Final Allocation, the Party receiving notice of such dispute shall promptly notify the other Party hereto, and Seller and Buyer shall, and shall cause their Affiliates to, use their reasonable best efforts to defend such Final Allocation in any applicable proceeding. In administering the Bankruptcy Case, the Bankruptcy Court shall not be required to apply the Final Allocation in determining the manner in which the Purchase Price should be allocated as between the Selling Entities and their respective estates for non-tax purposes.

Section 3.4 Purchase Price Adjustment.

(a) At least three (3) Business Days prior to the Closing Date, the Seller shall prepare, or cause to be prepared, and deliver to the Buyer a statement (the "Estimated Closing

Statement") setting forth in reasonable detail the Seller's good faith estimate of (i) the Target Cash Amount, including the Closing Cure Payment Amount, (ii) the Company Cash, (iii) the Cash Reduction Amount, (iv) the Cash Purchase Price, (v) the Second Lien Loans Amount, (vi) the Excluded Cash and (vii) the Estimated TLB Cash Distribution Amount. During the period following the delivery of the Estimated Closing Statement and prior to the Closing Date, the Buyer shall have an opportunity to review the Estimated Closing Statement and provide comments to the Seller, and the Seller shall reasonably and in good faith consider the Buyer's reasonable comments with respect thereto.

(b) On the Closing Date, immediately prior to the Closing, the Seller shall prepare, or cause to be prepared, and deliver a statement, as reviewed and confirmed by a third-party approved by the Buyer (which, for the avoidance of doubt, may be Seller's chief financial officer or other Seller employee designated by Buyer), to the Buyer (the "Final Closing Statement") setting forth in reasonable detail the Seller's updated good faith estimate of (i) the Target Cash Amount, including the Closing Cure Payment Amount, (ii) the Company Cash, (iii) the Cash Reduction Amount, (iv) the Cash Purchase Price, (v) the Second Lien Loans Amount, (vi) the Excluded Cash and (vii) the Estimated TLB Cash Distribution Amount, which amounts shall be final for all purposes of this Agreement absent manifest error.

(c) Concurrently with final distributions under the Plan, the Buyer hereby directs the Seller to pay, and the Seller shall, on behalf of Buyer, pay or cause to be paid, to GLAS Trust Company LLC, as administrative agent under the Second Lien Credit Agreement (or any successor administrative agent), an aggregate amount in cash equal to the Effective Date True-Up Amount as a prepayment of the amount of outstanding Second Lien Loans in accordance with the Second Lien Documents.

(d) Not less than three (3) Business Days prior to the Effective Date, the Seller shall deliver to the Buyer a written notice of (i) the actual cash distributions made and to be made by the Selling Entities to the holders of Allowed Tranche B-2 Term Loan Claims and the holders of TLB Allowed DIP Term Roll-Up Loan Claims (each as defined in the Plan) in respect of such Allowed Tranche B-2 Term Loan Claims and the holders of TLB Allowed DIP Term Roll-Up Loan Claims (the "Actual TLB Distribution Amount"), (ii) the aggregate amount of interest paid or accrued from the Closing Date through the Effective Date pursuant to the Debtor-in-Possession Term Loan Credit Agreement, dated as of June 26, 2020, among GNC Corporation, General Nutrition Centers, Inc., GLAS Trust Company, LLC, as administrative agent and collateral agent, and the lenders party thereto from time to time (the "DIP Term Loan Interest Amount") and the cash amount to be distributed or paid in settlement to the holders of General Unsecured Claims, Convertible Unsecured Notes Claims, or Tranche B-2 Term Loan Deficiency Claims (each, as defined in the Plan) in excess of $5,000,000 (such amount in excess of $5,000,000 and the DIP Term Loan Interest Amount, taken together with the Actual TLB Distribution Amount, the "Adjusted TLB Distribution Amount"). Concurrently with the final distributions under the Plan, the Buyer shall cause GNC Newco to issue to the Seller or, at the Seller's written direction, to the holders of Allowed Tranche B-2 Term Loan Claims, new Second Lien Loans in an aggregate principal amount equal to the lesser of (i) $12,000,000 and (ii) (x) $410 million minus (y) the aggregate principal amount of Second Lien Loans issued pursuant to Section 3.1(c)(ii) minus (z) the Adjusted TLB Distribution Amount. If the resulting amount in the immediately preceding clause (ii) is a negative number, then concurrently with and as part of the final distribution under

the Plan, Seller shall cause Second Lien Loans in the aggregate principal amount equal to the absolute amount of such negative number to be distributed to GNC Newco and not the holders of Allowed Tranche B-2 Term Loan Claims and GNC Newco agrees to cancel such Second Lien Loans upon receipt thereof.

ARTICLE IV
THE CLOSING

Section 4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction or, to the extent permitted by applicable Law, waiver of the conditions contained in Article VIII of this Agreement, the closing of the Asset and Liability Dropdown and the issuance of the Acquired GNC Equity Interests contemplated by this Agreement (the "Closing") shall take place at the offices of Latham & Watkins LLP, 330 N. Wabash Avenue, Suite 2800, Chicago, Illinois 60611, at 8:00 a.m. (central time) no later than the third (3rd) Business Day following the date on which the conditions set forth in Article VIII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and the Seller may mutually agree; *provided*, that the Closing shall not take place on a Monday. The date on which the Closing actually occurs is herein referred to as the "Closing Date."

Section 4.2 Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered the following to the Buyer:

(a) the Bill of Sale, duly executed by the Selling Entities, GNC Newco and GNC Canada Newco;

(b) the Assignment and Assumption Agreement, duly executed by the Selling Entities, GNC Newco and GNC Canada Newco;

(c) the IP Assignment Agreement, duly executed by the applicable Selling Entities, GNC Newco and GNC Canada Newco;

(d) Deeds with respect to all Owned Real Property, duly executed by the applicable Selling Entities;

(e) a copy of the Sale Order as entered by the Bankruptcy Court;

(f) a copy of the Canadian Sale Approval and Vesting Order as granted by the Canadian Court;

(g) the certificate contemplated by Section 8.2(c);

(h) a properly executed certificate of non-foreign status prepared in accordance with Treasury Regulations Section 1.1445-2(b) from each Selling Entity (other than the Canadian Seller); and

(i) certificates representing all of the Equity Interests, duly endorsed (or accompanied by duly executed stock or similar powers) by the Selling Entity owning such Equity Interests in blank or for transfer to GNC Newco, if such Equity Interests are certificated, or other appropriate instruments necessary to transfer such Equity Interests to GNC Newco; and

(j) all instruments necessary to issue the Acquired GNC Equity Interests to Buyer or the applicable Buyer Designee.

Section 4.3 Deliveries by the Buyer. At the Closing, the Buyer shall deliver or cause to be delivered the following to the Seller:

(a) the Cash Purchase Price, payable in accordance with Section 3.1(c);

(b) the Second Lien Loans in an aggregate principal amount equal to the Second Lien Loans Amount pursuant to the Second Lien Documents, in each case duly executed by all parties thereto other than the Seller; and

(c) the certificate contemplated by Section 8.3(c).

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE SELLING ENTITIES

Except (a) as set forth in the disclosure schedule delivered by Seller to Buyer (the "Seller Disclosure Schedule") prior to the execution of this Agreement (with specific reference to the representations and warranties in this Article V to which the information in such schedule relates; *provided*, *however*, that, disclosure in the Seller Disclosure Schedule as to a specific representation or warranty shall qualify any other sections of this Article V to the extent (notwithstanding the absence of a specific cross reference) it is reasonably apparent from the face of such disclosure that such disclosure relates to such other sections), (b) as otherwise set forth in the Seller SEC Documents filed and publicly available at least two (2) Business Days prior to the date hereof (other than any forward-looking disclosures contained in the "Forward Looking Statements" and "Risk Factors" sections of the Seller SEC Documents and any other disclosures included therein to the extent they are predictive or forward-looking in nature), and (c) such exceptions that result from the filing and commencement of the Bankruptcy Case and the CCAA Proceedings, each Selling Entity hereby represents and warrants to Buyer as follows:

Section 5.1 Organization, Standing and Corporate Power. Each Selling Entity and each Acquired Subsidiary is a corporation or other entity duly organized, validly existing and, to the extent applicable, in good standing (or its equivalent) under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate or other entity power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted. Each Selling Entity is duly licensed or qualified to do business as currently conducted in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed or qualified, has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Acquired Subsidiary is in violation of any of the provisions of its organizational or governing documents,

except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.2 Subsidiaries. Section 5.2 of the Seller Disclosure Schedule identifies (i) each Acquired Subsidiary, its jurisdiction of formation, and all owners of equity interests of each such Subsidiary and the number or percentage of equity interests owned by each such owner and (ii) all equity interests that are owned directly or indirectly by Seller of Persons who are not direct or indirect Subsidiaries of the Seller. All of the equity interests set forth on Section 5.2 of the Seller Disclosure Schedule are owned directly or indirectly by Seller or a Selling Entity that is wholly owned by Seller. Neither the Seller nor any of its Subsidiaries owns, directly or indirectly, any capital stock or other equity, ownership, proprietary or voting interest in any Person other than the other Selling Entities or the Acquired Subsidiaries set forth in Section 5.2 of the Seller Disclosure Schedule.

Section 5.3 Authority; Execution and Delivery; Enforceability. Subject to the applicable provisions of the Bankruptcy Code and, in the case of the Canadian Seller, to the applicable provisions of the CCAA and the issuance of the Canadian Bidding Procedures Order, each of the Selling Entities has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform and comply with each of its obligations hereunder and thereunder and, upon entry and effectiveness of the Sale Order and, in the case of the Canadian Seller, the Canadian Sale Approval and Vesting Order, in accordance with the terms hereof, will have all necessary corporate or similar authority to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Selling Entities of this Agreement and the other Transaction Documents to which any Selling Entity is a party, the performance and compliance by the Selling Entities with each of their obligations herein and therein, and the consummation by it of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary corporate or other action on the part of the Selling Entities, and no other corporate or other Proceedings on the part of the Selling Entities and no other stockholder votes are necessary to authorize the execution of this Agreement or the other Transaction Documents, or the performance or consummation by the Selling Entities of the transactions contemplated hereby or thereby. Each Selling Entity has duly and validly executed and delivered this Agreement and will (as of the Closing) duly and validly execute and deliver the other Transaction Documents to which it is a party and, assuming the due authorization, execution and delivery by the Buyer and each applicable Buyer Designee of this Agreement and the other Transaction Documents to which it is party, and by the other parties to the Transaction Documents, this Agreement constitutes and the other Transaction Documents will constitute (as of the Closing) legal, valid and binding obligations of each Selling Entity, enforceable against such Selling Entity in accordance with its terms, subject in all cases to (a) the entry and effectiveness of the Sale Order and, in the case of the Canadian Seller, the Canadian Sale Approval and Vesting Order and (b) limitations imposed by Laws affecting the enforcement of creditors' rights generally or by general equitable principles.

Section 5.4 No Conflicts.

(a) The authorization, execution and delivery of this Agreement and the other Transaction Documents does not and will not, and the performance by the Selling Entities of this Agreement and the other Transaction Documents will not, except to the extent excused by or

unenforceable as a result of the filing of the Bankruptcy Case or the CCAA Proceedings and except for the entry and effectiveness of the Sale Order, the Canadian Bidding Procedures Order or the Canadian Sale Approval and Vesting Order, with or without notice, lapse of time or both, (i) conflict with, result in breach or violation of, constitute a default under, or contravene, any provision of any Selling Entity's organizational or governing documents, (ii) assuming that all consents, approvals, authorizations and permits described in Section 5.4(b) have been obtained and all filings and notifications described in Section 5.4(b) have been made and any waiting periods thereunder have terminated or expired, conflict with, result in breach or violation of, constitute a default under, or contravene, any Law, Permit or Order applicable to any Selling Entity or by which any property or asset of any Selling Entity is bound or affected or (iii) except as set forth in Section 5.4(a) of the Seller Disclosure Schedule, require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or constitute, give rise to or result in the creation of a Encumbrance on any Purchased Assets pursuant to, any Contract or Permit to which any Selling Entity is party, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Assuming the accuracy of the representations and warranties of Buyer and/or the applicable Buyer Designees in Section 6.3(a), the execution, delivery and performance by the Selling Entities of this Agreement and the other Transaction Documents does not and will not, and the consummation by the Selling Entities of the transactions contemplated hereby and thereby and compliance by the Selling Entities with any of the terms or provisions hereof will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) under the Exchange Act and the rules and regulations of the NYSE, (ii) compliance with any applicable requirements under the under the HSR Act and of laws analogous to the HSR Act existing in foreign jurisdictions, (iii) the entry of the Sale Order by the Bankruptcy Court and, in the case of the Canadian Seller, the entry of the Canadian Sale Approval and Vesting Order and (iv) such other Consents and filings where the failure to obtain such Consents or make such filings would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 5.5 Legal Proceedings and Orders. Except as would not reasonably be expected to have a Material Adverse Effect or as described in Section 5.5 of the Seller Disclosure Schedule, (i) other than in connection with the Bankruptcy Case or the CCAA Proceedings, there is no pending or, to the Knowledge of Seller, threatened action, suit, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding or any informal proceeding) or investigation pending or being heard by or before, or otherwise involving, any Governmental Authority, arbitrator, arbitration panel or any other Person (each a "Proceeding") against or affecting the Seller or any of its Subsidiaries, or any of their respective properties, assets or rights, and (ii) no Person has commenced or threatened in writing to commence any Proceeding (a) that relates to and would reasonably be expected to materially and adversely affect any of the Purchased Assets, (b) against or involving any of the Acquired Subsidiaries, or (c) that would reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement. To the Knowledge of Seller, except as described in Section 5.5 of the Seller Disclosure Schedule,

there is no material Order to which any of the Selling Entities, any of the Purchased Assets or any of the Acquired Subsidiaries is subject.

Section 5.6 Permits.

(a) Except as set forth in Section 5.6 of the Seller Disclosure Schedule, each of the Selling Entities and each Acquired Subsidiary, has all material federal, state, provincial, local and foreign governmental licenses, franchises, permits, certificates, registrations, consents, certificates, rights, agreements, approvals, orders, exemptions, billing, qualifications and authorizations ("Permits") necessary for the conduct of their business and the lawful ownership and use of their properties and assets, as presently conducted and used, and each of the Permits (i) was, to the Knowledge of Seller, duly granted by the appropriate granting authority, (ii) is fully and unconditionally vested in the applicable Selling Entity or Acquired Subsidiary, (iii) is legal, valid, subsisting and in full force and effect in accordance with its terms and (iv) has not been sold, transferred, alienated, leased or encumbered, and no other Person has the right to use such Permit or enjoy ownership or possession of such Permit, and no such right to use, enjoy ownership or possession of such Permit has been restricted, transferred or surrendered since the initial award thereof, except, in each case, as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Except as set forth in Section 5.6 of the Seller Disclosure Schedule, other than in connection with or as a result of the Bankruptcy Case or the CCAA Proceedings, (i) the operation of the Selling Entities and each Acquired Subsidiary as currently conducted is not, and has not been since January 1, 2018, in violation of, nor is any Selling Entity or any Acquired Subsidiary in default or violation under, any Permit (except for such past violation or default as has been remedied and imposes no continuing current or future obligations or costs on the Selling Entities or any Acquired Subsidiary), except for such default or violation or violation that, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, (ii) to the Knowledge of Seller, no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any term, condition or provision of any Permit, except where such default or violation of such Permit, individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect and (iii) there are no actions pending or, to the Knowledge of Seller, threatened, that seek the revocation, cancellation or modification of any Permit, except where such revocation, cancellation or modification, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

Section 5.7 Compliance with Law. Each of the Selling Entities and the Acquired Subsidiaries is in compliance and since January 1, 2018 has been in compliance with all Laws and Orders relating to the Purchased Assets (including the use thereof) and the conduct of the Business, except (a) for such past noncompliance as has been remedied and imposes no continuing current or future obligations or costs on such Selling Entity or such Acquired Subsidiary (as applicable), (b) as would not reasonably be expected to result in a Material Adverse Effect or (c) except as set forth in Section 5.7 of the Seller Disclosure Schedule. To the Knowledge of Seller and except as would not reasonably be expected to be material to the Selling Entities and the Acquired Subsidiaries, taken as a whole, no investigation related to any of the Selling Entities or Acquired Subsidiaries that is being conducted by any Governmental Authority. None of the Selling Entities

nor any Acquired Subsidiary has received any written citation, complaint, Order, or other communication since January 1, 2018 from a Governmental Authority that alleges that such Selling Entity or such Acquired Subsidiary is not in compliance with any Law or Order, except where any non-compliance, individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect.

Section 5.8 Absence of Certain Developments. Since the Balance Sheet Date (a) there has not occurred a Material Adverse Effect and (b) except as set forth in Section 5.8 of the Seller Disclosure Schedule and other than in connection with the Bankruptcy Case or the CCAA Proceedings, the Business been conducted in all material respects in the ordinary course.

Section 5.9 Seller SEC Documents; Financial Statements.

(a) Seller has timely filed or furnished all reports, schedules, forms, statements, registration statements, prospectuses and other documents required to be filed or furnished by Seller with the SEC under the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act"), or the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act") since January 1, 2018 (collectively, the "Seller SEC Documents").

(b) As of its respective filing date, and, if amended, as of the date of the last amendment prior to the date of this Agreement, each Seller SEC Document complied in all material respects with the requirements of the Exchange Act or the Securities Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Seller SEC Document and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no material outstanding or unresolved comments in comment letters received from the SEC with respect to any of the Seller SEC Documents.

(c) The consolidated financial statements of the Seller included in the Seller SEC Documents (including, in each case, any notes or schedules thereto) (the "Seller Financial Statements") fairly present, in all material respects, the consolidated financial condition and the consolidated results of operations, cash flows and changes in stockholders' equity of the Seller and its Subsidiaries (on a consolidated basis) as of the respective dates of and for the periods referred to in the Seller Financial Statements, and were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto), subject, in the case of any interim unaudited Seller Financial Statements, to normal year-end adjustments, which adjustments are not material individually or in the aggregate, and the absence of notes and other presentation items.

(d) Seller has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 and paragraph (e) of Rule 15d-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 under the Exchange Act. Seller's disclosure controls and procedures are designed to ensure that all information (both financial and non-financial) required to be disclosed by Seller in the reports that it files or furnishes under the Exchange Act is recorded,

processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Seller's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Seller's management has completed an assessment of the effectiveness of Seller's disclosure controls and procedures and, to the extent required by applicable Law, presented in any applicable Seller SEC Document that is a report on Form 10-K or Form 10-Q, or any amendment thereto, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation. Based on Seller's management's most recently completed evaluation of Seller's internal control over financial reporting, (i) Seller had no significant deficiencies or material weaknesses in the design or operation of its internal control over financial reporting that would reasonably be expected to adversely affect Seller's ability to record, process, summarize and report financial information and (ii) to the Knowledge of Seller, there have been no instances of any fraud, whether or not material, that involves management or other employees who have a significant role in Seller's internal control over financial reporting. As of the date of this Agreement, to the Knowledge of Seller, there is no reason that its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act, without qualification, when next due.

(e) Seller and its Subsidiaries do not have any Liabilities required by GAAP to be reflected or reserved on a consolidated balance sheet of Seller (or the notes thereto) except (i) as disclosed, reflected or reserved against in the most recent balance sheet included in the Seller Financial Statements or the notes thereto, (ii) for liabilities and obligations incurred in the ordinary course of business since the date of the most recent balance sheet included in the Seller Financial Statements (the "Balance Sheet Date"), (iii) for liabilities and obligations arising out of or in connection with this Agreement or the other Transaction Documents, the transactions contemplated hereby or thereby or disclosed in Section 5.9(e) of the Seller Disclosure Schedule, (iv) for liabilities and obligations that, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect, or (v) Liabilities that will be or are Liabilities of the Selling Entities as debtors in the Bankruptcy Case or, in the case of the Canadian Seller, the CCAA Proceedings, and that will not result in any Encumbrance (other than a Permitted Encumbrance) on the Purchased Assets following the entry of the Sale Order or the Canadian Sale Approval and Vesting Order.

(f) To the Knowledge of Seller, there are no SEC investigations or other governmental investigations pending or threatened regarding any accounting practices of the Seller or its Subsidiaries.

Section 5.10 Employee Benefit Plans.

(a) Section 5.10(a) of the Seller Disclosure Schedule sets forth a true and complete list of each material (i) "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA, (ii) end of service or severance, termination protection, retirement, pension, profit sharing, deferred compensation, phantom, equity or equity-based, health or welfare, employment, independent contractor, vacation, change in control, transaction, retention, bonus or

other incentive, fringe benefit, paid time off or similar plan, agreement, arrangement, program or policy, or (iii) other plan, Contract, policy or arrangement providing compensation or benefits, in each case whether or not written, in the case of clauses (i)-(iii), that is sponsored, maintained, administered, contributed to or entered into by any Selling Entity or any Acquired Subsidiary, for the benefit of any of its current or former directors, officers, employees or individual independent contractors (each, a "Service Provider"), or for which any Acquired Subsidiary has any direct or indirect liability (the "Seller Compensation and Benefit Programs"). No Seller Compensation and Benefit Program that is subject to Laws of any jurisdiction other than the United States is a defined benefit pension plan.

(b) With respect to each Assumed Compensation and Benefit Program, Seller has made available to Buyer, as of the date hereof, or as reasonably practicable thereafter but in any event no later than thirty (30) days following the date hereof, to the extent applicable, true, correct and complete copies of (1) the Assumed Compensation and Benefit Program document, including any amendments thereto, and all related trust documents, insurance contracts or other funding vehicles, (2) a written description of such Assumed Compensation and Benefit Program if such plan is not set forth in a written document, (3) the most recent summary plan description together with the summary or summaries of all material modifications thereto, (4) the most recent IRS determination or opinion letter, (5) the two most recent annual reports (Form 5500 or 990 series and all schedules and financial statements attached thereto), and (6) all material correspondence to or from the IRS, the United States Department of Labor ("DOL"), the Pension Benefit Guaranty Corporation or any other Governmental Authority received in the last two (2) years with respect to such Assumed Compensation and Benefit Program.

(c) Each Assumed Compensation and Benefit Program has been administered in accordance with its terms and all applicable Laws in all material respects, including ERISA and the Code. No material Proceeding has been brought, or to the Knowledge of Seller is threatened, against or with respect to any Assumed Compensation and Benefit Program, including any audit or inquiry by any Governmental Authority, including the IRS or United States Department of Labor (other than routine claims for benefits) . With respect to Assumed Compensation and Benefit Programs, no event has occurred and, to the Knowledge of Seller, there exists no condition or set of circumstances which could subject any Selling Entity or any Acquired Subsidiaries to any material Tax, lien, fine or penalty under ERISA, the Code or other applicable Laws.

(d) Each Assumed Compensation and Benefit Program that is intended to be qualified under Section 401(a) of the Code has received or is the subject of a favorable determination, opinion or advisory letter from the IRS regarding its tax-qualified status, and to the Knowledge of Seller, no fact or event has occurred since the date of such letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Assumed Compensation and Benefit Program or the exempt status of any such trust.

(e) Neither the Selling Entities or the Acquired Subsidiaries nor any trade or business that, together with any Selling Entity or Acquired Subsidiary, would be deemed a single employer within the meaning of Section 4001 of ERISA (an "ERISA Affiliate") or other applicable Laws maintains, contributes to, or sponsors (or has in the past six years maintained, contributed to or sponsored), or otherwise has any liability in respect of, a multiemployer plan as defined in Section 3(37) of ERISA or plan subject to Title IV or Section 302 of ERISA or

Section 412 of the Code or other applicable Laws and no condition exists that presents a risk to Seller or any ERISA Affiliate of incurring any liability in respect of any such plan. No Seller Compensation and Benefit Program provides post-employment health or welfare benefits for any current or former director, officer, employee or individual independent contractor of any Selling Entity or any Acquired Subsidiary (or their dependents), in any jurisdiction, other than as required under Section 4980B of the Code and at the participant's sole expense.

(f) No amount that could be received (whether in cash or property or the vesting of property), as a result of the consummation of the transactions contemplated by this Agreement (alone or in conjunction with any other event, including any termination of employment), by any employee, officer, director or other Person with respect to any Selling Entity or any Acquired Subsidiary who is a "disqualified individual" (as such term is defined in proposed Treasury Regulation Section 1.280G-1) under any Seller Compensation and Benefit Program would reasonably be expected to be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code). No Seller Compensation and Benefit Program provides for the gross-up or reimbursement of Taxes under Section 4999 or Section 409A of the Code or otherwise.

(g) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (alone or in conjunction with any other event, including any termination of employment) will (i) entitle any current or former Service Provider to any additional material compensation or benefit (including any bonus, retention or severance pay), (ii) accelerate the time of payment or vesting or result in any material increase, payment or funding of compensation or benefits under any of the Seller Compensation and Benefit Programs, (iii) directly or indirectly cause the transfer or the set aside of any assets to fund any benefits under any Assumed Compensation and Benefit Program, (iv) otherwise give rise to any material liability under any Assumed Compensation and Benefit Program, or (iv) result in any forgiveness of indebtedness, trigger any funding obligations under any Assumed Compensation and Benefit Program or limit or restrict the right of any Selling Entity or any Acquired Subsidiary to merge, materially amend, terminate or transfer the assets of any Assumed Compensation and Benefit Program.

(h) Each Assumed Compensation and Benefit Program is maintained outside the jurisdiction of the United States complies in all material respects with applicable local Law, and all such plans that are intended to be funded and/or book-reserved are funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions.

Section 5.11 Employee and Labor Matters.

(a) None of the Selling Entities or any Acquired Subsidiary is a party to, or otherwise bound by, any collective bargaining agreement or other Contract with a Union. No Employee is represented by a Union. To the Knowledge of Seller, there are no Union organizing activities or demands of any Union for recognition or certification pending or threatened against any Selling Entity or any of the Acquired Subsidiaries, and there have been no such activities or demands for the past three (3) years. No petition has been filed or proceedings instituted by an Employee or group of Employees with any labor relations board seeking recognition of a bargaining representative. There is not presently, and for the past three (3) years there has not been, any collective labor strike, dispute, lockout, slowdown or stoppage pending or, to the

Knowledge of Seller, threatened against or affecting any Selling Entity or any of the Acquired Subsidiaries. There is no unfair labor practice charge or complaint against any Selling Entity or Acquired Subsidiary pending or threatened before the National Labor Relations Board or any other labor relations tribunal or Governmental Authority.

(b) The Selling Entities and the Acquired Subsidiaries are and have been in compliance in all material respects with all applicable Laws respecting employment and employment practices including, without limitation, all Laws respecting terms and conditions of employment, health and safety, wage payment, wages and hours, classification of employees and independent contractors, child labor, immigration and work authorizations, employment discrimination, harassment and retaliation, disability rights or benefits, equal employment opportunity, plant closures and layoffs, affirmative action, workers' compensation, labor relations, social welfare obligations and unemployment insurance.

Section 5.12 Contracts.

(a) Except as set forth in Section 5.12(a) of the Seller Disclosure Schedule or in the Seller SEC Documents, no Selling Entity nor any of the Acquired Subsidiaries is a party to any of the following Contracts (each, a "Material Contract"):

(i) any Contract for the employment of any officer, individual employee or other person on a full-time or consulting basis providing for base compensation in excess of $250,000 per annum that is not terminable by such Selling Entity or Acquired Subsidiary upon notice of sixty (60) days or less for a cost of $250,000 or less;

(ii) any material license of any material Intellectual Property that involves payments (by or to any Selling Entity or Acquired Subsidiary) in excess of $200,000 per annum and is not terminable by such Selling Entity or Acquired Subsidiary upon notice of sixty (60) days or less for a cost of $200,000 or less (other than licenses of commercially available, off-the-shelf software and other than licenses entered into in the ordinary course of business);

(iii) any Contract or group of related Contracts with the same party for the purchase of products or services, in either case, under which the aggregate undelivered balance of such products and services has a selling price in excess of $1,000,000 and which is not terminable by such Selling Entity or Acquired Subsidiary upon notice of sixty (60) days or less for a cost of $1,000,000 or less (other than purchase orders entered into in the ordinary course of business);

(iv) any Contract that materially prohibits any Selling Entity or Acquired Subsidiary from freely engaging in business anywhere in the world;

(v) any Contract relating to any acquisition or disposition by such Selling Entity or Acquired Subsidiary of any business (whether by asset or stock purchase or otherwise) or any merger, consolidation or similar business combination transaction, in each case, pursuant to which such Selling Entity or Acquired Subsidiary has an outstanding obligation to pay purchase price in excess of $1,000,000;

(vi) any material joint venture or partnership Contract;

(vii) any Real Property Lease;

(viii) any Contract (other than a Seller Compensation and Benefit Program) under which the Acquired Subsidiaries or any Selling Entity is expected to receive or pay in excess of $500,000 in the twelve (12) month period ending December 31, 2019; or

(ix) any Contract to enter into any of the foregoing.

(b) Each Material Contract is a valid and binding obligation of each Selling Entity or Acquired Subsidiary party thereto, as applicable, and, to the Knowledge of Seller, the other parties thereto, enforceable against each of them in accordance with its terms, except, in each case, (i) as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally or general principles of equity, (ii) as set forth in Section 5.12(b) of the Seller Disclosure Schedule, or (iii) as would not reasonably be expected to result in a Material Adverse Effect.

(c) To the Knowledge of Seller, no event has occurred, is pending or threatened which, after the giving of notice, lapse of time or otherwise, would constitute a material breach, violation or default by any Selling Entity or Acquired Subsidiary or, to the Knowledge of Seller, any other Person, or would permit acceleration, termination or material modification, and none of the Selling Entities and Acquired Subsidiaries has waived any material rights under any Material Contracts, except, in each case, (i) as a result of the Bankruptcy Case or the CCAA Proceedings, (ii) as would not reasonably be expected to have a Material Adverse Effect, (iii) as set forth in Section 5.12(c) of the Seller Disclosure Schedule, (iv) as may be cured upon entry of the Sale Order and/or the Canadian Approval and Vesting Order and payment of the Cure Payments, or (v) for Contracts that will be rejected in the Bankruptcy Case.

Section 5.13 Intellectual Property; Information Technology; Privacy.

(a) Section 5.13(a) of the Seller Disclosure Schedule sets forth a complete and accurate list of all (i) Registered IP and (ii) domain names included in the Business IP, in each case, listing for each entry (as applicable), the legal and beneficial owner(s) or registrant(s), applicable title or mark, applicable jurisdiction(s), and registration and application number(s) and date(s). Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, the Selling Entities and the Acquired Subsidiaries own or possess rights to use all Intellectual Property, Intellectual Property Rights and IT Systems used in or necessary for the conduct of their respective businesses as currently conducted, free and clear of all Encumbrances (other than Permitted Encumbrances). Except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (i) the Business IP constitutes all Intellectual Property and Intellectual Property Rights owned by Seller or any of its Subsidiaries, and (ii) subject to Section 2.6, the Business IP together with all Intellectual Property, Intellectual Property Rights, and IT Systems licensed or made available to the Selling Entities pursuant to the Assumed Agreements include all of the Intellectual Property, Intellectual Property Rights, and IT Systems necessary and sufficient to enable Buyer and the Buyer Designees

to conduct the Business from and after Closing in substantially the same manner and to substantially the same extent currently conducted by the Seller and its Subsidiaries.

(b) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither the execution and delivery of this Agreement or the other Transaction Documents, nor the performance of this Agreement or any other Transaction Document, nor the consummation of the Transactions, will result in (i) the loss, forfeiture, termination, or impairment of, or give rise to a right of any Person to limit, terminate, or consent to the continued use of, any rights of any Selling Entity or Acquired Subsidiary in any Intellectual Property or Intellectual Property Rights or (ii) the grant, assignment or transfer to any other Person of any license, immunity, covenant not to assert or compete, or other right, title, or interest in, to or under any Business IP.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all Registered IP (including applications therefor) is subsisting, unexpired, and to the Knowledge of Seller, valid and enforceable. All actions required to keep such rights pending or in effect, including payment of filing, examination, annuity and maintenance fees and filing for renewals, statements of use and other similar actions, have been taken in a timely manner (taking into account any applicable grade periods) and except as disclosed in Section 5.13(c) of the Seller Disclosure Schedule, no such filings, payments, or other actions must be made, paid, or taken within ninety (90) days following the Closing Date. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, none of the Registered IP is involved in any opposition, cancellation, nullity, reissue, reexamination or other proceeding or action challenging the validity, enforceability or ownership of such Registered IP. Seller and the Acquired Subsidiaries possess and exclusively own (and immediately after Closing, Buyer or a Buyer Designee will possess and exclusively own) all right, title, and interest in and to all GNC Names and Marks and all other Business IP free and clear of all Encumbrances (other than Permitted Encumbrances) or Orders restricting the use thereof, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither of the Selling Entities nor any of the Acquired Subsidiaries is infringing, misappropriating, diluting, or otherwise violating the Intellectual Property Rights of any Person, nor have any of the Selling Entities nor any of the Acquired Subsidiaries entered into any agreement that impairs or restricts the use of any Business IP. Except as would not reasonably be expected to have a Material Adverse Effect, there is no Proceeding pending (or to the Knowledge of Seller, threatened) and neither Seller nor any of its Subsidiaries has received any charge, complaint, claim, demand, or notice since January 1, 2018 (or earlier, if presently not fully resolved) alleging: either (i) any such infringement, misappropriation, dilution, or violation (including any claim that any Selling Entity or Acquired Subsidiary must license or refrain from using any Intellectual Property Rights of any Person) or (ii) challenging the use, validity, ownership, or enforceability of any Business IP. To the Knowledge of Seller, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Person is infringing, misappropriating, diluting or otherwise violating any Business IP. Neither any Selling Entity nor any Acquired Subsidiary has made or asserted any charge,

complaint, claim, demand or notice since January 1, 2018 (or earlier, if presently not fully resolved) alleging any such infringement, misappropriation, dilution, or violation.

(e) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, all Business IP that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use has been maintained in confidence in accordance with protection procedures that are adequate for protection, and in accordance with procedures customarily used in the industry to protect rights of like importance and all use or disclosure of any such Business IP by or to any Person has been pursuant to the terms of non-disclosure or confidentiality agreements between such Person and Seller or one of its Subsidiaries and to the Knowledge of Seller, there has been no unauthorized use or disclosure of any Business IP. Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, all former and current officers, directors, employees, personnel, consultants, advisors, agents, and independent contractors of Seller and its Subsidiaries, and each of their predecessors, who have contributed to or participated in the conception and development of Intellectual Property or Intellectual Property Rights for such entities have entered into valid and binding proprietary rights agreements with Seller or one of its Subsidiaries or predecessors, vesting ownership of such Intellectual Property or Intellectual Property Rights in Seller or one of its Subsidiaries.

(f) Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, the IT Systems operate and perform as required for the conduct of the Business and in accordance with their documentation and functional specifications and otherwise as required by the Selling Entities and the Acquired Subsidiaries and have not materially malfunctioned or failed in the last three (3) years. Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, the Selling Entities and the Acquired Subsidiaries have implemented, and required that their third party vendors implement, commercially reasonable policies and security (a) regarding the collection, use, disclosure, retention, processing, transfer, confidentiality, integrity, and availability of Personal Information, and business proprietary or sensitive information, in its possession, custody, or control, or held or processed on its behalf, and (b) regarding the integrity and availability of the IT Systems. Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, (i) the IT Systems are free from malicious software, hardware, or any other implement designed to disrupt, damage, or gain unauthorized access to any software or hardware, and (ii) there has been no breach of or unauthorized access to the IT Systems, which impacted the confidentiality, integrity and availability of the IT Systems or resulted in the unauthorized access, modification, encryption, corruption, disclosure, transfer, use, or misappropriation of, any information contained therein.

(g) Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, all Handling of Personal Information by the Selling Entities and the Acquired Subsidiaries is in compliance with all Laws applicable to the Selling Entities and the Acquired Subsidiaries and with the Selling Entities' and the Acquired Subsidiaries; Contracts and privacy policies. Except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, the Selling Entities and the Acquired Subsidiaries have not received any written notice of any claims, investigations,

or alleged violations of law, regulation, or contract with respect to Personal Information or information security-related incidents, nor have such entities notified in writing, or been required by applicable law, regulation, or contract to notify in writing, any person or entity of any incidents relating to Personal Information or information security. The Selling Entities and the Acquired Subsidiaries have implemented, and required that their third party vendors implement written policies and procedures regarding Handling of Personal Information and maintain administrative, technical and physical safeguards that are reasonable and, in any event, in compliance with all applicable Laws and the Selling Entities' and the Acquired Subsidiaries' Contracts, except as, individually or in the aggregate, has not had and would not reasonably be expected to have, a Material Adverse Effect.

Section 5.14 Taxes. Except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) all Tax Returns relating to the Business or the Purchased Assets that are required by applicable Law to be filed by or with respect to any Selling Entity or any Acquired Subsidiary have been timely filed (taking into account any extension of time within which to file), and all such Tax Returns are true, complete, and accurate;

(b) each of the Selling Entities and the Acquired Subsidiaries has timely paid all Taxes relating to the Business or the Purchased Assets due and owing by it, including any Taxes required to be withheld from amounts owing to, or collected from, any employee, creditor, or other third party, other than Taxes not due as of the date of the filing of the Bankruptcy Case and the CCAA Proceedings as to which subsequent payment was not required by reason of the Bankruptcy Cases and the CCAA Proceedings or Taxes that are being contested in good faith in appropriate Proceedings and for which adequate reserves have been established in accordance with GAAP on the financial statements of the Selling Entities and the Acquired Subsidiaries;

(c) no deficiencies for Taxes relating to the Business or the Purchased Assets have been claimed, proposed or assessed by any Governmental Authority in writing against the Selling Entities and the Acquired Subsidiaries except for deficiencies which have been fully satisfied by payment, settled or withdrawn or adequately reserved for in accordance with GAAP on the financial statements of the Selling Entities and the Acquired Subsidiaries;

(d) there are no audits, examinations, investigations or other proceedings ongoing or pending against or with respect to the Selling Entities or any of the Acquired Subsidiaries with respect to any Taxes relating to the Business or the Purchased Assets and no written notification has been received by the Selling Entities or any of the Acquired Subsidiaries that such an audit, examination, investigation or other proceeding has been proposed or, to the Knowledge of Seller, threatened;

(e) none of the Acquired Subsidiaries has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355(a) of the Code (or any similar provision of state, local, or non-U.S. Law) in the two years prior to the date of this Agreement;

(f) none of the Acquired Subsidiaries is a party to any Tax allocation, sharing, indemnity, or reimbursement agreement or arrangement (other than any customary Tax indemnification provisions in ordinary course commercial agreements or arrangements, in each case, that are not primarily related to Taxes);

(g) within the past six (6) years, none of the Acquired Subsidiaries have been a member of a consolidated Tax group other than a group of which the Selling Entities or any of the Acquired Subsidiaries has been the common parent;

(h) there are no Encumbrances for Taxes relating to the Business or the Purchased Assets upon any property or assets of the Selling Entities or the Acquired Subsidiaries , except for Permitted Encumbrances; and

(i) none of the Acquired Subsidiaries has entered into any "listed transaction" as defined in Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b)(2).

Section 5.15 Insurance. The Selling Entities and the Acquired Subsidiaries are insured by reputable institutions with policies in such amounts and with such deductibles and covering such risks as such Selling Entities and Acquired Subsidiaries reasonably believe are generally deemed adequate and customary for their respective industries. All premiums due and payable under the policies have been timely paid as of the date of this agreement and will be timely paid through the Closing Date. No Selling Entity nor any Acquired Subsidiary has been denied in writing any insurance coverage for which it has applied, except as would not have, and would not reasonably be expected to have, a Material Adverse Effect. Without limiting the generality of the foregoing, each of the Selling Entities and Acquired Subsidiaries carries director and officer insurance with customary coverage limits for a company of its size.

Section 5.16 Title to Assets; Real Property.

(a) The Selling Entities and the Acquired Subsidiaries have good and valid title to, or have good and valid leasehold interests in, all tangible personal property that is included in the Business (other than the Excluded Assets), free and clear of all Encumbrances other than Permitted Encumbrances, except (i) to the extent that such Encumbrances will not be enforceable against such tangible personal property following the Closing in accordance with the Sale Order or the Canadian Sale Approval and Vesting Order, (ii) as set forth in Section 5.16(a) of the Seller Disclosure Schedule or (iii) as would not reasonably be expected to result in a Material Adverse Effect.

(b) Except as would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, (i) a Selling Entity owns fee simple title to the Owned Real Property and (ii) a Selling Entity or an Acquired Subsidiary, as applicable, has valid leasehold interests in the real property leased pursuant to the Real Property Leases and the real property leased by the Acquired Subsidiaries (together, the "Seller Properties"), in each case sufficient to conduct the Business as currently conducted and free and clear of all Encumbrances (other than Permitted Encumbrances and except to the extent that such Encumbrances will not be enforceable against the Owned Real Property or the Real Property Leases following the Closing

in accordance with the Sale Order or the Canadian Sale Approval and Vesting Order), assuming the timely discharge of all obligations owing under or related to the Seller Properties.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither the Selling Entities nor any Acquired Subsidiaries has received written notice of any Proceedings in eminent domain, expropriation, condemnation or other similar Proceedings that are pending, and, to the Seller's Knowledge, there are no such Proceedings threatened, affecting any portion of the Owned Real Property.

Section 5.17 Environmental Matters.

(a) Except as has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Selling Entity and each Acquired Subsidiary (i) is in compliance with all, and is not subject to any liability with respect to noncompliance with any, Laws relating to pollution, natural resources, Hazardous Materials, or the protection of the environment or to occupational health and safety ("Environmental Laws"), (ii) has and holds, or has applied for, all Environmental Permits necessary for the conduct of their business and the use of their properties and assets, as currently conducted and used, and (iii) is in compliance with their respective Environmental Permits.

(b) Except as has not had or would not reasonably be expected to result in material liability for any Selling Entity or any of the Acquired Subsidiaries under Environmental Laws: (i) there are no Environmental Claims pending nor, to the Knowledge of Seller, threatened against any Selling Entity or any of the Acquired Subsidiaries; and (ii) none of the Selling Entities or any of the Acquired Subsidiaries has received any written notification of any allegation of actual or potential responsibility for any Release or threatened Release regarding any Hazardous Materials, the subject matter of which has not been resolved.

(c) None of the Selling Entities or any of the Acquired Subsidiaries has any material unresolved obligations pursuant to any consent decree or consent order or is otherwise subject to any material unresolved obligations pursuant to any judgment, decree, or judicial or administrative order, in each case, relating to compliance with Environmental Laws, Environmental Permits or to the investigation, sampling, monitoring, treatment, remediation, response, removal or cleanup of Hazardous Materials and no Proceeding is pending or, to the Knowledge of Seller, threatened with respect thereto.

(d) Neither the Selling Entity nor any Acquired Subsidiary has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any Hazardous Materials except in compliance in all material respects with Environmental Laws.

Section 5.18 Brokers. Except for Evercore Group, L.L.C. or as set forth in Section 5.18 of the Seller Disclosure Schedule, none of the Selling Entities and Acquired Subsidiaries have used any investment banker, broker, finder, agent or other Person in connection with the Transactions, and no Person is entitled to any investment banker, brokerage, financial advisory,

finder's or other similar fee or commission payable by any Selling Entity or Acquired Subsidiary in connection with the transactions contemplated by this Agreement.

Section 5.19 Investment Company Act. No Selling Entity nor any Acquired Subsidiary is, and immediately following the Closing will not be, an investment company within the meaning of the Investment Company Act of 1940, as amended, or, directly or indirectly, controlled by or acting on behalf of any Person which is an investment company, within the meaning of said Act.

Section 5.20 Foreign Corrupt Practices Act. Except as has not had and would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, no Selling Entity or Acquired Subsidiary or, to the Seller's Knowledge, any director, officer, agent, employee or other person acting on behalf of such Selling Entity or Acquired Subsidiary has during the past three (3) years, in the course of its actions for, or on behalf of, such Selling Entity or Acquired Subsidiary (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any domestic government official "foreign official" (as defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "FCPA")) or employee from corporate funds; (iii) violated or is in violation of any provision of the FCPA or any applicable non-U.S. anti-bribery statute or regulation; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

Section 5.21 OFAC; Anticorruption Laws.

(a) Except as has not had and would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, no Selling Entity or Acquired Subsidiary or, to the Knowledge of Seller, any director, officer, or employee acting on behalf of such Selling Entity or Acquired Subsidiary, is currently, or during the past three (3) years has been, subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Selling Entities will not directly or indirectly use the proceeds herefrom, or lend, contribute or otherwise make available such proceeds to any Subsidiary or any joint venture partner or other Person, for the purpose of financing the activities of or business with any Person, or in any country or territory, that currently is subject to any U.S. sanctions administered by OFAC or in any other manner that will result in a violation by any Person (including any Person participating in the Transactions whether as underwriter, advisor, investor or otherwise) of U.S. sanctions administered by OFAC.

(b) The Selling Entities and the Acquired Subsidiaries have implemented and maintain in effect policies and procedures designed to ensure compliance by the Selling Entities and the Acquired Subsidiaries and their respective directors, officers, employees and agents with Anticorruption Laws. The Selling Entities, the Acquired Subsidiaries and their respective officers and employees and, to the Knowledge of Seller, their respective directors and agents, are in compliance with Anticorruption Laws in all material respects.

Section 5.22 Material Customers and Material Suppliers.

(a) Concurrently with the execution of this Agreement, the Buyer has been provided with a complete and accurate list of the ten (10) largest customers (measured by revenue)

of the Selling Entities and the Acquired Subsidiaries, taken as a whole (collectively, the "Material Customers") for the twelve (12) month period ended December 31, 2019. Except as disclosed on Section 5.22(a) of the Seller Disclosure Schedule, in connection with the Bankruptcy Case, or as would not reasonably be expected to have a Material Adverse Effect, (i) no Material Customer has materially reduced, or indicated in writing its present intention to materially reduce, its business with any Selling Entity or Acquired Subsidiary from the current levels or amounts of such business, and (ii) no Selling Entity or Acquired Subsidiary has received any written notice or communication to the effect that (A) any such customer has cancelled or terminated, or presently intends to cancel or terminate, its relationship with any Selling Entity or Acquired Subsidiary, or (B) any such customer intends to amend any material terms of any Material Contract with any Selling Entity or Acquired Subsidiary, or cease to purchase from or use the services of, or substantially reduce purchases from or the use of services of any Selling Entity or Acquired Subsidiary.

(b) Concurrently with the execution of this Agreement, the Buyer has been provided with a complete and accurate list of the ten (10) largest vendors and suppliers (measured by fees paid or payable) of the Selling Entities and the Acquired Subsidiaries, taken as a whole (collectively, the "Material Suppliers"), for the twelve (12) month period ended December 31, 2019. Except as disclosed on Section 5.22(b) of the Seller Disclosure Schedule, in connection with the Bankruptcy Case, or as would not reasonably be expected to have a Material Adverse Effect, (i) no Material Supplier has materially reduced, or, indicated in writing its intention to materially reduce, its business with any Selling Entity or Acquired Subsidiary, or (ii) no Selling Entity or Acquired Subsidiary has received any written notice or written communication to the effect that (A) any such vendor or supplier has cancelled or terminated, or presently intends to cancel or terminate, its relationship with any Selling Entity or Acquired Subsidiary, (B) any such vendor or supplier intends to amend any material terms of any Material Contract with any Selling Entity or Acquired Subsidiary, cease to sell to, or substantially reduce sales to, any Selling Entity or Acquired Subsidiary, or (C) except in the ordinary course of business, any such vendor or supplier has increased or will increase the prices it charges any Selling Entity or Acquired Subsidiary or has reduced, will reduce or has threatened to reduce the discounts it offers to any Selling Entity or Acquired Subsidiary.

Section 5.23 Affiliate Transactions. No Affiliate of the Business (other than the Selling Entities or the Acquired Subsidiaries), or any officer or director of the Selling Entities or the Acquired Subsidiaries (a) is a party to any agreement or transaction with the Selling Entities or the Acquired Subsidiaries having a potential or actual value or a contingent or actual liability exceeding $250,000, other than (i) loans and other extensions of credit to directors and officers of the Selling Entities or the Acquired Subsidiaries for travel, business or relocation expenses or other employment-related purposes in the ordinary course of business, (ii) employment arrangements in the ordinary course of business and (iii) the Seller Compensation and Benefit Programs, (b) has any material interest in any material property used by the Selling Entities or the Acquired Subsidiaries or (c) owns any material interest in, or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as a Material Supplier or Material Customer.

Section 5.24 GNC Newco Activities. GNC Newco, when organized by the Seller, shall have been organized solely for the purpose of consummating the transactions contemplated hereby and shall not have engaged in any activities or business, and shall not have incurred any Liabilities or obligations whatsoever, in each case, other than those requested by Buyer or otherwise related

to its organization, the execution of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.25 Canadian Competition Act. Neither the aggregate value of the assets in Canada of the Acquired Subsidiaries and their Affiliates nor the gross revenues from sales in, from or into Canada of the Acquired Subsidiaries and their Affiliates, as determined in the manner prescribed in the Canadian Competition Act (including the Notifiable Transactions Regulations thereunder), as amended, exceed, in either case, $390 million Canadian dollars.

Section 5.26 Canadian Cultural Business. None of the Acquired Subsidiaries carry on a cultural business (as such term is defined in the *Investment Canada Act*) in Canada.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer hereby represents and warrants to the Selling Entities as follows:

Section 6.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and, to the extent applicable, in good standing (or its equivalent) under the laws of the People's Republic of China and has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is being conducted on the date hereof. Buyer is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except for those licenses or qualifications the absence of which would not prevent or materially delay the transactions contemplated by this Agreement or any other Transaction Document to which Buyer is a party. Any Buyer Designee that executes and delivers any Transaction Document will be a corporation duly organized, validly existing and in good standing (or its equivalent) under the Laws of its jurisdiction of incorporation or organization as of the Closing Date.

Section 6.2 Authority Relative to this Agreement.

(a) Buyer has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is party, to perform and comply with each of its obligations hereunder and thereunder and to consummate the transactions contemplated hereby or thereby. The execution and delivery by Buyer of this Agreement and the other Transaction Documents to which it is party, the performance and compliance by Buyer with each of its obligations herein and therein and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by all necessary corporate or other action on the part of Buyer and no other corporate or other proceedings on the part of Buyer and no stockholder votes are necessary to authorize this Agreement, the other Transaction Documents to which it is party or the performance or consummation by Buyer of the transactions contemplated hereby and thereby. Buyer has duly and validly executed and delivered this Agreement, and the other Transaction Documents to which it is party will be duly executed and delivered by Buyer and, assuming the due and valid authorization, approval, execution and delivery by the Selling Entities of this Agreement and the other Transaction Documents, this Agreement and the other Transaction Documents to which

Buyer is party constitutes or will constitute Buyer's legal, valid and binding obligation, enforceable against Buyer in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally or by general equitable principles.

(b) Each Buyer Designee that executes and delivers a Transaction Document shall have, as of the Closing Date, all necessary power and authority to execute and deliver the Transaction Documents to which it is party, to perform and comply with each of its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery of each Transaction Document to which a Buyer Designee is a party, the performance and compliance by such Buyer Designee with each of its obligations therein and the consummation by such Buyer Designee of the transactions contemplated thereby have been duly and validly authorized and approved by all necessary corporate action on the part of such Buyer Designee and no other corporate or other proceedings on the part of such Buyer Designee and no stockholder votes are necessary to authorize the Transaction Documents to which it is party or the performance or consummation by such Buyer Designee of the transactions contemplated thereby. The Transaction Documents to which a Buyer Designee is party shall have been duly and validly executed and delivered prior to the Closing by each Buyer Designee that executes and delivers a Transaction Document, and, assuming the due authorization, approval, execution and delivery by the Selling Entities party thereto, shall constitute such Buyer Designee's legal, valid and binding obligation, enforceable against such Buyer Designee in accordance with its terms, except as limited by Laws affecting the enforcement of creditors' rights generally or by general equitable principles.

Section 6.3 No Violation; Consents.

(a) The authorization, execution and delivery of this Agreement or the other Transaction Documents by the Buyer and/or any applicable Buyer Designee does not and will not, and the performance by Buyer and/or any applicable Buyer Designee of this Agreement and the other Transaction Documents to which it is party will not, with or without notice, lapse of time or both, (i) conflict with, result in breach or violation of, constitute a default under, or contravene, any provision of the organizational documents of Buyer or such Buyer Designee, (ii) assuming that all consents, approvals, authorizations and permits described in Section 6.3(b) have been obtained and all filings and notifications described in Section 6.3(b) have been made and any waiting periods thereunder have terminated or expired, conflict with, result in breach or violation of, constitute a default under, or contravene, any Law or Order applicable to Buyer, Buyer Designee, or any of their respective Affiliates, or by which any property or asset of Buyer or any such Buyer Designee is bound or affected or (iii) require any consent or approval under, result in any breach of or any loss of any benefit under, constitute a change of control or default (or an event which with notice or lapse of time or both would become a default) under or give to others any right of termination, vesting, amendment, acceleration or cancellation of, or result in the creation of an Encumbrance on any property or asset of Buyer or any such Buyer Designee, pursuant to, any Contract or Permit to which Buyer or any such Buyer Designee is a party, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which would not reasonably be expected, individually or in the aggregate, to prevent or materially delay the transactions contemplated by this Agreement or any other Transaction Document to which Buyer or any such Buyer Designee is a party.

(b) Assuming the accuracy of the representations and warranties of the Selling Entities in Section 5.4(a), the execution, delivery and performance by Buyer and/or any applicable Buyer Designees of this Agreement and the other Transaction Documents to which it is party does not and will not, and the consummation by the Buyer or any such Buyer Designees of the transactions contemplated hereby and thereby and compliance by the Buyer and any such Buyer Designee with any of the terms or provisions hereof will not, require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority, except (i) under the Exchange Act and the rules and regulations of the NYSE, (ii) compliance with any applicable requirements under the under the HSR Act and of laws analogous to the HSR Act existing in foreign jurisdictions, (iii) the entry of the Sale Order by the Bankruptcy Court and the entry of the Canadian Sale Approval and Vesting Order by the Canadian Court or (iv) such other Consents and filings where failure to obtain such Consents or make such filings would not reasonably be expected, individually or in the aggregate, to prevent or materially delay the transactions contemplated by this Agreement or any other Transaction Document to which Buyer or any such Buyer Designee is a party.

Section 6.4 Legal Proceedings and Orders. Except for the Bankruptcy Case and the CCAA Proceedings, is no Proceeding pending, or, to the Knowledge of Buyer, threatened that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the transactions contemplated by this Agreement or any other Transaction Document to which Buyer is a party, and Buyer is not subject to any outstanding Order that, individually or in the aggregate, would reasonably be expected to prevent or materially delay the transactions contemplated by this Agreement or any other Transaction Document to which Buyer is a party.

Section 6.5 Brokers. Buyer has not used any investment banker, broker, finder, agent or other Person in connection with the Transactions, and no Person is entitled to any investment banker, brokerage, financial advisory, finder's or other similar fee or commission payable by the Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement. Such fees shall be paid in full by the Buyer.

Section 6.6 Buyer Financing. The Buyer has delivered to the Seller a true and complete copy of the executed Aland Debt Commitment Letter and, upon its execution and delivery by the parties thereto, will cause to be delivered to the Seller a true and complete copy of the executed BOC Debt Commitment Letter (provided that provisions may be redacted with respect to fees, other economic terms and "market flex" items in a customary manner). Neither the Buyer nor any of its Affiliates has entered into any agreement, side letter or other arrangement relating to the financing of contemplated in the Debt Commitment Letters, that (A) reduces the aggregate amount of the Debt Financing or (B) imposes new or additional conditions or otherwise expands, amends or modifies any of the conditions to the receipt of the Debt Financing in a manner that would reasonably be expected to (1) materially delay or prevent the Closing, (2) make the funding of the Debt Financing (or satisfaction of the conditions to obtaining the Debt Financing) less likely to occur or (3) adversely impact the ability of the Buyer to enforce its rights against other parties to the Debt Commitment Letters or the definitive agreements with respect thereto when required pursuant to this Agreement. Assuming the Financing is consummated in accordance with the terms of the Debt Commitment Letters and the satisfaction of the conditions set forth in Article VIII, taking into account the proceeds of the Debt Financing and assuming full compliance with Section 7.18, the Buyer and GNC Newco (taken as a whole) will have sufficient cash in immediately

available funds to pay the Deposit, the Cash Purchase Price and all of the fees, costs and expenses incurred in connection with the transactions contemplated hereby by the Buyer and its Affiliates. The commitments contained in the Debt Commitment Letters have not been withdrawn or rescinded in any respect. The Aland Debt Commitment Letter is, and, following its execution and delivery by the parties thereto, the BoC Debt Commitment Letter will be, in full force and effect and represent valid, binding and enforceable obligations of the Buyer and each other party thereto, to provide the financing contemplated thereby subject only to the satisfaction or waiver of the conditions set forth in the applicable Debt Commitment Letter as of the date hereof and except as limited by Laws affecting the enforcement of creditors' rights generally, by general equitable principles or by the discretion of any Governmental Authority before which any Proceeding seeking enforcement may be brought (regardless of whether enforcement is sought in a proceeding at law or in equity). The Buyer has fully paid (or caused to be fully paid) any and all commitment fees and other amounts that are due and payable on or prior to the date of this Agreement in connection with the Debt Financing. As of the date hereof and to the Knowledge of the Buyer, no event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of the Buyer or any other party thereto under any Debt Commitment Letter. As of the date hereof, the Buyer has no reason to believe that it or any other party thereto will be unable to satisfy on a timely basis any term of any Debt Commitment Letter. The only conditions precedent or other contingencies related to the funding of the Debt Financing on the Closing Date that will be included in the Debt Financing Documents shall be the conditions set forth in the Debt Commitment Letters. As of the date hereof, there is no fact or occurrence existing that, with or without notice, lapse of time or both, could reasonably be expected to (i) make any of the assumptions or any of the statements set forth in any Debt Commitment Letter inaccurate, (ii) result in any of the conditions in any Debt Commitment Letter not being satisfied, (iii) cause any Debt Commitment Letter to be ineffective or (iv) otherwise result in the Debt Financing not being available on a timely basis in order to consummate the transactions contemplated by this Agreement. As of the Closing Date, GNC Newco (assuming full compliance with Section 7.18) shall have adequate financial resources to pay or otherwise satisfy the Assumed Liabilities assumed by GNC Newco. Notwithstanding anything to the contrary herein, the Buyer makes no representations or warranties with respect to the BoC Debt Commitment Letter to the extent relating to (x) any action or inaction of the Seller or any of its Subsidiaries (including GNC Newco) or (y) any event, change, condition, circumstance, development, occurrence or effect relating to Seller or any of its Subsidiaries (including GNC Newco) prior to the Closing.

Section 6.7 Anti-Money Laundering, Anti-Terrorism and Similar Laws.

(a) None of Buyer or any of its Affiliates, or, to Buyer's knowledge, after reasonable review of publicly available information, any of Buyer's beneficial owners is included on a Government List or is owned in any amount or controlled by any Person on a Government List, as amended from time to time.

(b) None of Buyer or any of its affiliates, or, to Buyer's knowledge, after reasonable review of publicly available information, any of Buyer's beneficial owners is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those Persons or entities that appear on any Government List, as amended from time to time.

(c) None of the funds to be used to purchase the Purchased Assets or in connection with the transactions contemplated by this Agreement or any other Transaction Document shall be knowingly derived from any activities that contravene any applicable Laws concerning money laundering, terrorism, narcotics trafficking, or bribery, or from any Person, entity, country, or territory on a Government List.

Section 6.8 Investment Canada Act and Canadian Competition Act. The Buyer is a "WTO Investor" or "Trade Agreement Investor" for the purposes of the *Investment Canada Act*, as amended. Neither (a) the aggregate value of the assets in Canada of the Buyer and its Affiliates nor (b) the gross revenues from sales in, from or into Canada of the Buyer and its Affiliates, as determined in the manner prescribed in the Canadian Competition Act (including the Notifiable Transactions Regulations thereunder), as amended, exceed, in either case, $10 million Canadian dollars.

Section 6.9 Related Party. Either (A) (i) Buyer owns less than 50% of the stock of Harbin Pharmaceutical Group Co., Ltd. ("Harbin Listco") and (ii) no direct, indirect or constructive owner of Buyer (as determined under Code Section 267 principles) owns any stock of Harbin Listco (other than through direct or indirect ownership of Buyer) or (B) the aggregate amount of Harbin Listco stock held by Buyer and by any direct, indirect or constructive owner of Buyer (as determined under Code Section 267 principles) will not result in Buyer's acquisition of the Purchased Assets being subject to Section 267(a)(1) of the Code.

Section 6.10 Reliance by Buyer. Buyer and its Affiliates have conducted and completed such review and investigation of the Business and its assets and liabilities as they deem necessary and appropriate and have had an opportunity to ask questions of the Selling Entities, or persons acting on the Selling Entities' behalf, concerning the Business, the Purchased Assets, the Assumed Liabilities, and such other questions as Buyer and Buyer's Affiliates have deemed necessary for their ability to satisfy their obligations under this Agreement. Buyer and Buyer's Affiliates have not relied on any representations or statements by anyone except as explicitly set forth in the Transaction Documents.

ARTICLE VII
COVENANTS OF THE PARTIES

Section 7.1 Conduct of Business of Selling Entities. Except (v) as set forth on Section 7.1 of the Seller Disclosure Schedule, (w) as required by any Order of the Bankruptcy Court or the Canadian Court, (x) as required by applicable Law, (y) as expressly required by the terms of any Transaction Document, or (z) as otherwise consented to in writing by the Buyer (such consent not to be unreasonably withheld, conditioned or delayed), during the period commencing on the date of this Agreement and continuing through the Closing or the earlier termination of this Agreement in accordance with its terms:

(a) each of the Selling Entities shall, and shall cause each of the Acquired Subsidiaries to, use commercially reasonable efforts to (taking into account in each case (A) the fact that the Bankruptcy Case and the CCAA Proceedings has commenced, (B) the fact that the Business will be operated while in bankruptcy, the fact that the operation of the Business may require additional financing, (C) the fact that the continuing operation of the Business, including

payments to suppliers, will be subject to the approval of the Bankruptcy Court and the Canadian Court, as applicable), and (D) any direct or indirect consequences of the ongoing COVID-19 pandemic, (i) operate the Business in the ordinary course of business, (ii) preserve in all material respects the Purchased Assets and the material assets of the Acquired Subsidiaries (collectively, the "Material Assets") (excluding sales of Inventory), (iii) maintain the Material Assets that are real or personal property in reasonably good operating condition (normal wear and tear excepted), (iv) maintain books, accounts and records relating to the Material Assets in accordance with past custom and practice in all material respects and (v) preserve its current relationships with the suppliers, vendors, customers, clients, and contractors related to the Material Assets or having business dealings related to the Business; and

(b) the Selling Entities shall not, and shall cause each of the Acquired Subsidiaries not to:

(i) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any material assets, securities, properties, interests or businesses for the conduct of the Business, tangible or intangible, other than in the ordinary course of business;

(ii) sell, lease (as lessor), sublicense, covenant not to assert, abandon, allow to lapse, cancel, transfer, fail to maintain, license, assign or otherwise dispose of (or permit to become subject to any additional Encumbrance, other than Permitted Encumbrances, Encumbrances arising under any Bankruptcy Court or Canadian Court orders relating to the use of cash collateral (as defined in the Bankruptcy Code) and Encumbrances arising in connection with any debtor-in-possession financing of the Selling Entities) any Material Asset (including any material GNC Names and Marks or any other material Business IP), other than (A) with respect to Business IP other than the GNC Names and Marks, non-exclusive licenses granted in the ordinary course of business, (B) the sale of Inventory in the ordinary course of business, (C) the collection of receivables, (D) the use of prepaid assets and Documentary Materials in the conduct of the Business, and (E) in connection with the store closings listed on Section 7.1 of the Seller Disclosure Schedule (the "Specified Stores");

(iii) disclose any material trade secrets or material confidential or proprietary information included in the Business IP to any Person other than pursuant to sufficiently protective non-disclosure agreements, or knowingly take any action, or knowingly omit to do any act, whereby any material Business IP may become invalidated, abandoned, unmaintained, unenforceable or dedicated to the public domain;

(iv) incur or make any capital expenditures, except to the extent permitted by the terms of the Selling Entities' existing financing arrangements (including any existing debtor-in-possession financing);

(v) conduct any store closings or "going out of business," liquidation or similar sales, other than in connection with store closings in the ordinary course of business and the Specified Stores;

(vi) delay in any material respect the payment of any undisputed material trade accounts payable of the type being assumed by the Buyer under this Agreement, including undisputed amounts payable under Material Contracts (except to the extent such Material Contract is an Excluded Asset);

(vii) merge or consolidate with or into any legal entity, dissolve, liquidate or otherwise terminate its existence;

(viii) declare, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of any securities of any Acquired Subsidiary or Selling Entity, or repurchase, redeem or otherwise acquire, or offer to repurchase, redeem or otherwise acquire, any capital stock or voting securities of, or equity interests in, any Acquired Subsidiary or Selling Entity or any securities of any Acquired Subsidiary or Selling Entity convertible into or exchangeable or exercisable for capital stock or voting securities of, or equity interests in, Acquired Subsidiary or Selling Entity, or any warrants, calls, options or other rights to acquire any such capital stock, securities or interests, other than any transfers among Acquired Subsidiaries, among Selling Entities, or between any Acquired Subsidiary and any Selling Entity;

(ix) split, combine, consolidate, subdivide or reclassify any of the Acquired Subsidiaries' capital stock, other equity interests or voting securities, or securities convertible into or exchangeable or exercisable for capital stock or other equity interests or voting securities, or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for its capital stock, other equity interests or voting securities or enter into silent partnership agreements granting the silent partner entitlements to its proceeds;

(x) amend the certificate of incorporation, bylaws or comparable organizational documents of any Selling Entity or Acquired Subsidiary in a manner that would reasonably be expected to materially delay or impede the Selling Entities' ability to consummate the transactions contemplated hereby;

(xi) incur any indebtedness for borrowed money, enter into any capital lease or guarantee any such indebtedness, in each case that would constitute an Assumed Liability;

(xii) make any payments in respect of indebtedness for borrowed money other than payments due pursuant to the terms thereof;

(xiii) make any material loans, advances or capital contributions to, or investments in, any other Person (other than any other Selling Entity or Acquired Subsidiary) with respect to the Business;

(xiv) amend, terminate, cancel or modify, grant a waiver or consent with respect to or extend any Material Contract, in each case other than in the ordinary course of business;

(xv) enter into (A) any Contract that materially limits or otherwise restricts in any material respect the conduct of the Business or the use or saleability of the Material Assets or that could reasonably be expected to, after the Closing Date, limit or restrict in any material respect the Business or Buyer's or its Affiliates' use of the Material Assets or (B) any joint venture agreement that involves a sharing of profits, cash flows, expenses or losses with other Persons related to or affecting the Business, the Material Assets or the Acquired Subsidiaries;

(xvi) (A) amend or modify (other than by automatic extension or renewal or otherwise in the ordinary course of business) or terminate (other than by expiration in accordance with its terms) any Material Contract, (B) enter into a Contract which, had it been entered into prior to the date hereof, would have been a Material Contract, (C) reject or terminate (other than by expiration in accordance with its terms) any Material Contract or seek Bankruptcy Court approval to do so, or (D) fail to use commercially reasonable efforts to oppose any action by a third party to so terminate (including any action by a third party to obtain Bankruptcy Court approval to terminate) any Material Contract, except in each case, to the extent the Buyer has indicated in writing that it wishes the Selling Entities to reject such Contract;

(xvii) make any change in any method of accounting or accounting practice or policy, except as required by applicable Law or GAAP;

(xviii) commence, settle or propose to settle any Proceedings that could reasonably be expected to materially diminish the value of the Material Assets or impair title thereto;

(xix) materially change any Tax accounting elections, methods, principles or practices relating to the Business or the Material Assets, except insofar as may be required by GAAP (or any interpretation thereof);

(xx) except as required by Law or Contracts, employee benefit plans in effect as of the date hereof, as provided in any incentive or retention program or similar arrangement approved by the Bankruptcy Court and/or Canadian Court (as applicable), as disclosed on Section 5.10(a) of the Seller Disclosure Schedule that provide that liabilities are solely the liability of the Selling Entities and not the liability of any Acquired Subsidiary, Buyer or any Buyer Affiliate, or solely with respect to Specified Employees, (A) pay any bonus or similar payment to, or increase the amount of the wages, salary, commissions, fringe benefits or other compensation or remuneration payable to, any Employees or Service Providers, other than immaterial changes for non-executive management Employees in the ordinary course of business, (B) become a party to, establish, amend, commence participation in, terminate or commit itself to the adoption of any plan that would be a Seller Compensation and Benefit Program or any stock option plan or other stock-based compensation plan, or any compensation, severance, pension, retirement, profit-sharing, welfare benefit, or other employee benefit plan or agreement with or for the benefit of any Employees or Service Providers, (C) accelerate the vesting of or lapsing of restrictions with respect to any stock-based compensation or other long-term incentive compensation under any Seller Compensation and Benefit Program, (D)

grant any new awards under any Seller Compensation and Benefit Program, (E) amend or modify any outstanding award under any Seller Compensation and Benefit Program, (F) cause the funding of any rabbi trust or similar arrangement or take any action to fund or in any other way secure the payment of compensation or benefits under any Seller Compensation and Benefit Program, (G) enter into, amend or terminate any collective bargaining agreement or other agreement with a labor union, works council or similar organization, (H) forgive any loans, or issue any loans (other than routine travel advances issued in the ordinary course of business) to any Employees or Service Providers or (I) with respect to any Acquired Subsidiary, hire any employee or other service provider that would have annual compensation in excess of $250,000; or

(xxi) authorize any of the foregoing, or commit or agree to do any of the foregoing.

Section 7.2 Conduct of Business of Buyer. Buyer agrees that, between the date of this Agreement and the Closing, it shall not, and shall cause its Affiliates not to, directly or indirectly, take any action that would, or would reasonably be expected to, individually or in the aggregate, prevent or materially impede, interfere with or delay the consummation of the transactions contemplated by this Agreement, except as required by any Order of the Bankruptcy Court or the Canadian Court, as required by applicable Law, or as otherwise consented to in writing by the Buyer.

Section 7.3 Access to and Delivery of Information; Maintenance of Records.

(a) Between the date of this Agreement and the Closing Date, to the extent permitted by Law, the Selling Entities shall, during ordinary business hours and upon reasonable prior notice (i) give the Buyer and the Buyer's Representatives reasonable access to the Seller's accountants, counsel, financial advisors and other authorized outside representatives, officers and senior management in their respective principal places of business, all books, records and other documents and data in the locations in which they are normally maintained, and all offices and other facilities of the Selling Entities and the Acquired Subsidiaries; *provided, however*, that, in connection with such access, the Buyer and the Buyer's Representatives shall minimize disruption to the Business, the Bankruptcy Case, the CCAA Proceedings and the Auction; *provided, further,* that in connection with the Buyer's and/or the Buyer's Representatives' access of such offices and other facilities, the Buyer and/or the Buyer's Representatives shall be accompanied at all times by a representative of the Selling Entities unless the Seller otherwise agrees, shall not materially interfere with the use and operation of such offices and other facilities, and shall comply with all reasonable safety and security rules and regulations for such offices and other facilities, (ii) permit the Buyer and the Buyer's Representatives to make such reasonable inspections and copies of all books, records and other documents of the Selling Entities and the Acquired Subsidiaries as the Buyer may reasonably request and (iii) furnish the Buyer with such reasonably available financial and operating data and other information as the Buyer and the Buyer's Representatives may from time to time reasonably request. Notwithstanding anything to the contrary set forth in this Section 7.3(a), no access to, or examination of, any information or other investigation shall be permitted to the extent that it would cause forfeiture of attorney-client or other legal privilege; *provided*, that the Parties shall reasonably cooperate in seeking to find a way to allow disclosure

of such information to the extent doing so would not reasonably be likely to cause the forfeiture of such privilege with respect to such information.

(b) Between the Closing Date and complete dissolution and liquidation of the Selling Entities, the Buyer and the Buyer's Representatives shall have reasonable access to the Selling Entities' books and records, including all information pertaining to the Assumed Agreements and Assumed Real Property Leases, in the possession of the Selling Entities to the extent that (i) such books, records and information relate to any period prior to the Closing Date and are not already in the possession of the Buyer or the Buyer's Representatives and (ii) such access is reasonably required by the Buyer in connection with the Assumed Liabilities, the operation of the Business following the Closing or the Purchased Assets. Such access shall be afforded by the Seller upon receipt of reasonable advance notice and during normal business hours. If any of the Selling Entities shall desire to dispose of any books and records constituting Excluded Assets prior to its dissolution, the Seller shall (x) give the Buyer at least thirty (30) days prior written notice of such disposition and (y) give the Buyer a reasonable opportunity, at the Buyer's expense, to segregate and remove such books and records as the Buyer may select and/or to copy at Buyer's sole cost and expense such books and records as the Buyer may select.

(c) Between the Closing Date and the earlier of (i) the complete dissolution and liquidation of the Selling Entities and (ii) two (2) years following the Closing Date, the Selling Entities and the Seller's Representatives shall have reasonable access to all of the books and records of the Selling Entities and the Acquired Subsidiaries delivered to the Buyer at Closing or pursuant to Section 7.3(b) above, including all Documentary Materials and all other information pertaining to the Assumed Agreements and Assumed Real Property Leases to the extent that (i) such books, records and information relate to any period prior to the Closing Date and (ii) such access is reasonably required by the Selling Entities in connection with the Bankruptcy Case, the CCAA Proceedings, the Excluded Liabilities or the Excluded Assets; *provided, however*, that such access does not interfere in any material respect with the operation of the Business following the Closing; *provided, further,* that in connection with the Selling Entities and the Seller's Representatives access to such books and records, to the extent such access requires the Selling Entities and/or the Seller's Representatives to physically access offices or other facilities at which such books and record are located, then the Selling Entities and/or the Seller's Representatives shall be accompanied at all times by a representative of the Buyer unless the Buyer otherwise agrees and shall comply with all reasonable safety and security rules and regulations for the offices and other facilities at which such books and records are located. Such access shall be afforded by the Buyer upon receipt of reasonable advance notice and during normal business hours, and the Buyer shall permit the Selling Entities and the Seller's Representatives to make such reasonable copies of such books, records and information as they may reasonably request.

(d) Between the Closing Date and the earlier of (i) the complete dissolution and liquidation of the Selling Entities and (ii) two (2) years following the Closing Date, the Selling Entities and their Representatives shall have reasonable access to, and the reasonable assistance of, the employees of the Buyer, and to the assets, software and systems of the Buyer, to the extent necessary to (w) reconcile claims in connection with the Bankruptcy Case, the CCAA Proceedings and the wind down of any remaining business and assets of the Selling Entities, (x) wind down any remaining business and assets of the Selling Entities, (y) dissolve and liquidate the Selling Entities, and (z) perform of the obligations of the Selling Entities hereunder and under the other

Transaction Documents, and Buyer shall cooperate, to the extent reasonably requested, therewith; *provided, however*, that such access or assistance does not interfere in any material respect with the operation of the Business following the Closing; and *provided*, *further,* that should the Selling Entities request assistance above and beyond that contemplated by this Section 7.3(d) (e.g., as to the incurrence by Buyer of out-of-pocket expenses), Buyer will cooperate reasonably with the Selling Entities subject to the Selling Entities' reimbursement of such actual out-of-pocket expenses.

(e) All information obtained by the Buyer or the Buyer's Representatives pursuant to this Section 7.3 shall be subject to the terms of the Confidentiality Agreement, the terms of which are incorporated herein by reference.

Section 7.4 Expenses. Except to the extent otherwise specifically provided herein, in the Canadian Bidding Procedures Order, the Sale Order or the Canadian Sale Approval and Vesting Order, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

Section 7.5 Further Assurances.

(a) Subject to the terms and conditions of this Agreement, at all times prior to the earlier of the Closing and the termination of this Agreement in accordance with its terms, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement.

(b) From time to time, on or after the Closing Date until the dissolution and liquidation of the Selling Entities, the Selling Entities shall execute and deliver such other instruments of transfer to the Buyer and its Affiliates as are reasonably necessary and as the Buyer may reasonably request in order to more effectively vest in GNC Newco all of the Selling Entities' right, title and interest to the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

(c) Except as set forth herein, nothing in this Section 7.5 shall (i) require the Selling Entities to make any expenditure or incur any obligation on their own or on behalf of the Buyer, (ii) require the Buyer to make any expenditure or incur any obligation on its own or on behalf of the Selling Entities; (ii) prohibit any Selling Entity from ceasing operations or winding up its affairs following the Closing, or (iii) prohibit the Selling Entities from taking such actions as are necessary to conduct the Auction, as are required by the Bankruptcy Court or as would otherwise be permitted under Section 7.1.

Section 7.6 Public Statements. The initial press release relating to this Agreement shall be a joint press release, the text of which shall be agreed to in writing by the Buyer, on the one hand, and the Seller, on the other hand. Unless otherwise required by or reasonably necessary to comply with applicable Law or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Bankruptcy Case or the CCAA Proceedings and any filings or notices related thereto, the Buyer, on the one

hand, and the Selling Entities, on the other hand, shall consult with each other before issuing any other press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby or the activities and operations of the other Parties and shall not issue any such release or make any such statement without the prior written consent of the Seller or the Buyer, respectively (such consent not to be unreasonably withheld, conditioned or delayed). From the date hereof until the earlier to occur of the Closing and the date that this Agreement is validly terminated, the Buyer shall not, and shall cause its Affiliates and Representatives not to, contact, or engage in any discussions or otherwise communicate with, any material suppliers or material customers of the Selling Entities concerning the Business or the transactions contemplated hereby without obtaining the prior written consent of Seller (such consent not to be unreasonably withheld, conditioned or delayed).

Section 7.7 Governmental Authority Approvals and Cooperation.

(a) As promptly as reasonably practicable after the date of this Agreement, each of the Selling Entities and the Buyer shall (and shall cause their respective Affiliates to) use its commercially reasonable efforts to make any filings and notifications, and to obtain any Consents from Governmental Authorities (other than the Bankruptcy Court or the Canadian Court), required to be made and obtained under applicable Law in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable.

(b) Each of the Buyer and the Seller shall, as promptly as reasonably practicable after the date of this Agreement (and, in any event, within ten (10) Business Days), file with the United States Federal Trade Commission (the "FTC") and the United States Department of Justice (the "DOJ") the notification and report form, to the extent the Parties determine that such filing is required to be filed with respect to the transactions contemplated hereby and any supplemental information requested in connection therewith pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"). Any such notification and report form and supplemental information shall be in substantial compliance with the requirements of the HSR Act. Each of the Buyer and the Seller shall (and shall cause their respective Affiliates to) furnish to the other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of any filing or submission which is necessary under the HSR Act. The Seller and the Buyer shall keep each other apprised of the status of any substantive communications with, and any inquiries or requests for additional information from, the FTC and the DOJ relating to the transactions contemplated hereby. If such a filing is made, each of the Buyer and the Seller shall seek early termination of the waiting period under the HSR Act and use its commercially reasonable efforts to obtain any clearance required under the HSR Act for the consummation of the transactions contemplated hereby as promptly as reasonably practicable.

(c) The Buyer and the Seller shall use commercially reasonable efforts to resolve such objections, if any, as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other applicable United States federal or state or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws"). Each of the Buyer and the Seller shall use commercially reasonable efforts to take such action as may be reasonably required to cause the expiration of the

notice periods under the HSR Act or other Antitrust Laws with respect to such transactions as promptly as possible after the execution of this Agreement. Notwithstanding anything to the contrary provided herein, none of the Parties nor any of their Affiliates shall be required (i) to hold separate (including by trust or otherwise) or divest any of its businesses, product lines or assets, including any of the Purchased Assets, or to enter into any consent decree or settlement agreement with any Governmental Authority, (ii) to agree to any limitation on the operation or conduct of any of their respective businesses or operations, including the Business, or (iii) to waive any of the applicable conditions to this Agreement set forth in Article VIII.

(d) Each Party (i) shall cooperate with each other Party in connection with the filings and Consents contemplated by this Section 7.7, (ii) shall promptly inform each other Party of any material substantive communication received by such Party from any Governmental Authority (other than the Bankruptcy Court or the Canadian Court) concerning this Agreement, the transactions contemplated hereby and any filing, notification or request for Consent related thereto, and (iii) shall permit each other Party to review in advance any proposed written communication or information submitted to any such Governmental Authority (other than the Bankruptcy Court or the Canadian Court) in response thereto and in good faith consider the other Party's reasonable comments on drafts of any such communication or information. In addition, none of the Selling Entities or the Buyer shall (and shall ensure that their respective Affiliates do not) agree to participate in any substantive meeting, discussion, telephone call or conference with any Governmental Authority (other than the Bankruptcy Court or the Canadian Court) in respect of any filings, investigation or other inquiry with respect to this Agreement, the transactions contemplated hereby or any such filing, notification or request for Consent related thereto unless it consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority and applicable Law, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. The Selling Entities and the Buyer shall, and shall cause their respective Affiliates to, furnish the Buyer or the Selling Entities (and the Buyer's Representatives and the Seller's Representatives, as applicable), as the case may be, copies of all material correspondence, filings and communications between it and its Affiliates (and the Buyer's Representatives and the Seller's Representatives, as applicable) on the one hand, and the Governmental Authority (other than the Bankruptcy Court or the Canadian Court) or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby or any such filing, notification or request for Consent related thereto (in each case, excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine). Each of the Selling Entities and the Buyer shall (and shall cause their respective Affiliates to) furnish each other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with its preparation of necessary filings, registrations or submissions of information to any Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for Consent related thereto.

(e) None of the Parties or their respective Affiliates shall take any action, or refrain from taking any action, or permit any action to be taken or not taken, that would reasonably be expected to have the effect of preventing, materially delaying, making illegal or otherwise materially interfering with any of the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, none of the Parties or their respective Affiliates shall make

any filing with any Governmental Authority pursuant to the Investment Canada Act in connection with the transactions contemplated by this Agreement without the prior agreement and consent of the other Parties.

Section 7.8 Financing. The Buyer shall use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary or advisable to arrange the Debt Financing as promptly as practicable following the date of this Agreement and to consummate the Debt Financing on the Closing Date, including the following:

(a) maintaining in effect the Debt Commitment Letters and not permitting any amendment or modification to be made to, not consenting to any waiver of any provision or remedy under, and not replacing, any Debt Commitment Letter, if such amendment, modification, waiver or replacement: (A) reduces the aggregate amount of the Debt Financing or (B) imposes new or additional conditions or otherwise expands, amends or modifies any of the conditions to the receipt of the Debt Financing in a manner that would reasonably be expected to (1) materially delay or prevent the Closing, (2) make the funding of the Debt Financing (or satisfaction of the conditions to obtaining the Debt Financing) less likely to occur or (3) adversely impact the ability of the Buyer to enforce its rights against other parties to the Debt Commitment Letters or the definitive agreements with respect thereto when required pursuant to this Agreement; provided, however, that (x) the Buyer may amend any Debt Commitment Letter to add lenders, lead arrangers, bookrunners, syndication agents or similar entities who had not executed such Debt Commitment Letter as of the date hereof and (y) the Buyer shall disclose to the Seller promptly its intention to amend, modify, waive or replace any Debt Commitment Letter, shall keep the Seller reasonably apprised of the status and proposed terms and conditions thereof, and shall promptly furnish to the Seller copies of any agreements or other documentation with respect to such amendment, modification, waiver or replacement (provided that the foregoing shall be subject to customary redaction with respect to fees, other economic terms and "market flex" items);

(b) satisfying on a timely basis all conditions to the Debt Financing;

(c) providing the Buyer Guarantee in the form required by the BoC Debt Commitment Letter (if applicable);

(d) negotiating, executing and delivering Debt Financing Documents that reflect the terms contained in the Debt Commitment Letters (including any "market flex" provisions related thereto) and providing copies of drafts thereof exchanged with the Financing Sources to the Seller;

(e) in the event that the conditions set forth in Section 8.1 and Section 8.2 have been satisfied or, upon funding would be satisfied, directing the Financing Sources to fund the full amount of the Debt Financing at or prior to the Closing; and

(f) enforcing its rights under the Aland Debt Commitment Letter in the event of a Financing Failure Event in respect of the Aland Debt Commitment Letter,

in each case, subject to Seller's compliance in all respects with Section 7.18.

In the event of a Financing Failure Event, the Buyer shall use its reasonable best efforts to arrange to obtain alternative financing from alternative sources on terms approved by the Seller in writing, such approval not to be unreasonably withheld (and the Buyer agrees that withholding its approval for any alternative financing shall be deemed to be reasonable in the event any material term of such alternative financing is less favorable to the Buyer (or any other loan party) in any material respect) (any such alternative financing on terms reasonably acceptable to the Seller, an "Alternative Financing"), in an aggregate amount sufficient to consummate the transactions contemplated hereby promptly following the occurrence of such event. The Buyer shall deliver to the Seller true and complete copies of all agreements pursuant to which any such alternative source shall have committed to provide the Buyer with any portion of such alternate financing.

Section 7.9 Debt Financing Cooperation.

(a) The Seller shall use commercially reasonable efforts to provide such cooperation (and to cause the Selling Entities and the Acquired Subsidiaries and its and their respective personnel and advisors to use their respective commercially reasonable efforts to provide such cooperation) in connection with the arrangement of the Debt Financing as is reasonably requested by the Buyer; *provided*, *however*, that the Seller shall in no event be required to provide such assistance that may unreasonably interfere with its business operations. Such assistance shall include the following, each of which shall be at the Buyer's written request with reasonable prior notice and at the Buyer's sole cost and expense:

(i) participation in, and assistance with, the marketing efforts related to the Debt Financing, including timely delivery of any marketing materials;

(ii) timely delivery to Buyer and its Financing Sources of the Financing Information, the Financing Deliverables (provided that any documentation and other information about the Seller required under applicable "know your customer" and anti-money laundering rules and regulations (including the PATRIOT Act) shall be delivered not later than three (3) Business Days prior to the Closing Date to the extent that such documentation or information has been requested in writing by Buyer at least ten (10) Business Days prior to the Closing Date) and a customary flood certificate and related documentation;

(iii) participation by appropriate members of the senior management of the Seller in the negotiation of the Debt Financing Documents;

(iv) providing reasonable assistance to Buyer to facilitate Buyer's satisfaction on a timely basis of all conditions precedent to obtaining the Debt Financing;

(v) requesting that its independent auditors as of the Closing cooperate with the Debt Financing; and

(vi) applying to the Bankruptcy Court for a change of name of GNC Newco to be effected prior to Closing as required under the Debt Financing Documents.

provided, *however*, that, (A) no obligation of the Seller, GNC Newco or any of Selling Entity or Acquired Subsidiary under any such certificate, document or instrument (other than the authorization and representation letters referred to above) shall be effective until the Closing and

(B) none of the Seller, GNC Newco or any of Selling Entity or Acquired Subsidiary shall be required to take any action under any such certificate, document or instrument that is not contingent upon the Closing (including the entry into any agreement that is effective before the Closing) or that would be effective prior to the Closing; *provided*, *however*, that, subject to the foregoing proviso, the Seller shall, in connection with the Debt Financing contemplated by the BOC Commitment Letter, cause GNC Newco to deliver in its capacity as borrower under such financing any certificate, document or other instrument required to be delivered and to take any and all actions under any such certificate, documents or other instruments, in each case, prior to the Closing in order to ensure that the financing to be provided in accordance with the BOC Commitment Letter will be available to GNC Newco in order to consummate the Closing, in each case, solely to the extent such certificate, document or other instrument has been prepared and delivered to GNC Newco by Buyer. The Seller hereby consents to the use of all of its and its Subsidiaries' corporate logos in connection with the initial syndication or marketing of the Debt Financing; *provided*, that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Seller or any of its Subsidiaries or the reputation or goodwill of the Seller or any of its Subsidiaries.

(b) The Seller shall have the right to review and comment on marketing materials used in connection with the arrangement of the Debt Financing prior to the dissemination of such materials to potential lenders or other counterparties to any proposed financing transaction (or filing with any Governmental Authority); *provided*, *however*, that the Seller shall communicate in writing its comments, if any, to the Buyer and its counsel within a reasonable period of time under the circumstances and consistent with the time accorded to other participants who were asked to review and comment on such marketing materials.

(c) The Buyer shall indemnify and hold harmless the Seller or any of Selling Entity, GNC Newco or Acquired Subsidiary, and each of their respective directors, officers, employees, agents and other Representatives, from and against any and all liabilities, costs or expenses suffered or incurred in connection with the Debt Financing or any assistance or activities provided in connection therewith; *provided*, *however*, that the foregoing shall not apply in the Seller's or any of Selling Entity's or Acquired Subsidiary's, or any of their respective Representatives', Fraud, willful misconduct or gross negligence. The Buyer shall promptly reimburse the Seller for all reasonable, documented out-of-pocket third party costs and expenses incurred by the Seller in connection with such cooperation.

Notwithstanding anything to the contrary herein, it is understood and agreed that the condition precedent set forth in Section 8.2(a), as applied to the Seller's obligations under this Section 7.9, shall be deemed to be satisfied unless the Debt Financing has not been obtained as a direct result of the Seller's willful and material breach of its obligations under this Section 7.9.

Section 7.10 Employee Matters.

(a) Section 7.10(a) of the Seller Disclosure Schedule sets forth a list containing the names of Employees to whom the Buyer expects that neither the Buyer nor a Buyer Designee will make an offer of employment. At least ten (10) Business Days prior to the Closing, the Buyer will provide the Seller with an updated Section 7.10(a) of the Seller Disclosure Schedule setting forth a list of the names of all Employees to whom the Buyer or a Buyer Designee will not make

an offer of employment (the "Specified Employees"). Prior to the Closing, the Buyer shall, or shall cause a Buyer Designee to, make an offer of employment, to commence as of the Closing, to each of the Employees who are not Specified Employees (each such Employee, an "Offered Employee"). Each Offered Employee who receives and accepts such an offer of employment with Buyer or a Buyer Designee is referred to herein as a "Transferred Employee", and the Buyer shall, or shall cause the applicable Buyer Designee to, employ each Transferred Employee in accordance with such accepted offer as of the Closing. The Buyer hereby agrees that the offers to the Offered Employees shall include, and for the period immediately following the Closing through and including the twelve (12) month anniversary of the Closing, the Buyer shall, or shall cause the applicable Buyer Designee to, provide (i) a level of base salary and wages to each Transferred Employee that is no less favorable to the base salary and wages provided to such Offered Employee as of the date hereof, and (ii) benefit plans for the benefit or welfare of each Transferred Employee (each, a "Buyer Benefit Plan"), that are comparable in the aggregate to the benefits (except with respect to equity-based compensation) provided to such Offered Employee as of the date hereof. Notwithstanding the foregoing, for Transferred Employees in Canada, to the extent required by applicable Law, such offers will be on substantially similar basis as such Employees received from the Selling Entities as of the date hereof.

(b) The Selling Entities may elect to continue the employment of any Specified Employee following the Closing (such an Employee, a "Retained Employee"). Effective at or prior to the Closing, the Selling Entities shall terminate the employment of each Specified Employee (other than a Retained Employee) and each Offered Employee who does not accept an offer of employment with Buyer or a Buyer Designee prior to the Closing. Any Employee who (A) is terminated pursuant to this Section 7.10(b) or (B) is terminated at any other time on or after the date hereof and prior to the Closing at the direction or with the consent of the Buyer (such consent not to be unreasonably withheld, conditioned or delayed in the case of a proposed termination for "cause") is referred to herein as a "Terminated Employee".

(c) Following the Closing, the Buyer shall process the payroll for, and pay (or cause to be paid), the base wages, base salary and ordinary course sales commissions accrued during the payroll period in which the Closing Date falls (the "Closing Payroll Period") with respect to each Employee employed at any time during the Closing Payroll Period other than Retained Employees. The Closing Payroll Period shall extend from the final payroll date preceding the Closing through and including the Closing Date. In connection therewith, the Buyer shall withhold and remit, on behalf of the Selling Entities, all applicable Taxes, including payroll taxes, as required by Law.

(d) The Selling Entities shall retain, pay and discharge the Liabilities of the Selling Entities for all current and deferred salary, wages, unused vacation, sick days, personal days or leave earned and/or accrued by each Employee through Closing. From and after the Closing, with respect to each Terminated Employee, the Buyer shall assume, pay and discharge the Liabilities of the Selling Entities for (i) all deferred salary, wages, unused vacation, sick days, personal days or leave earned and/or accrued by such Terminated Employee, (ii) any severance obligations or Liabilities, including any obligations or Liabilities that arise under any Seller Compensation and Benefit Program, and (iii) any Liabilities arising under an employee incentive or retention program or similar arrangement approved by the Bankruptcy Court and the Canadian Court. With respect to each Employee (other than a Retained Employee), the Buyer shall assume,

pay and discharge the Liabilities of the Selling Entities under the WARN Act (*provided, however*, that to the extent that the WARN Act is applicable to any Terminated Employee, the Selling Entities shall comply with all procedural aspects thereof through the Closing Date, including giving any notice required prior to the Closing Date). To the extent required by applicable Law, Buyer shall assume, pay and discharge the Liabilities of the Selling Entities under Section 4980B of the Code ("COBRA") (and any comparable state law) for all individuals who are "M&A qualified beneficiaries," as such term is defined in U.S. Treasury Regulation Section 54.4980B-9, from and after the Closing. Buyer hereby acknowledges that it will be a "successor employer" for purposes of U.S. Treasury Regulation Section 54.4980B-9 and other applicable purposes.

(e) Transferred Employees shall receive credit for all purposes (including for purposes of eligibility to participate, vesting, benefit accrual and eligibility to receive benefits) under any Buyer Benefit Plan under which each Transferred Employee may be eligible to participate on or after the Closing to the same extent recognized by the Seller under comparable Seller Compensation and Benefit Programs as of the date hereof; *provided*, *however*, that such crediting of service shall not operate to duplicate any benefit or the funding of any such benefit or grant service credit with respect to benefit accrual under any defined benefit pension plan, retiree welfare plan or any frozen plan. With respect to any Buyer Benefit Plan that is a welfare benefit plan, program or arrangement and in which a Transferred Employee may be eligible to participate on or after the Closing, the Buyer shall, or shall cause the applicable Buyer Designee to, use commercially reasonable efforts to, (i) waive, or use reasonable efforts to cause its insurance carrier to waive, all limitations as to pre-existing, waiting period or actively-at-work conditions, if any, with respect to participation and coverage requirements applicable to each Transferred Employee under such Buyer Benefit Plan to the same extent waived under a comparable Seller Compensation and Benefit Program and (ii) provide credit to each Transferred Employee (and such Transferred Employee's beneficiaries) for any co-payments, deductibles and out-of-pocket expenses paid by such Transferred Employee (and such Transferred Employee's beneficiaries) under the comparable Seller Compensation and Benefit Program during the relevant plan year, up to and including the Closing; *provided*, *however*, that such credit shall not operate to duplicate any benefit or the funding of any such benefit;

(f) Buyer agrees to assume and honor and assume, or to cause a Buyer Designee to honor and assume, in accordance with their current terms, each of the Seller Compensation and Benefit Programs set forth on Section 7.10(f) of the Seller Disclosure Schedule and all trust agreements, insurance contracts, administrative service agreements and investment management agreements related to the funding and administrations of such Seller Compensation and Benefit Programs (the "Assumed Compensation and Benefit Programs"). Notwithstanding the foregoing, in no event will Buyer or any Buyer Designee honor and assume the GNC Live Well Later Non-Qualified Deferred Compensation Plan or the General Nutrition Centers, Inc. Deferred Compensation Plan listed on Section 7.10(f) of the Seller Disclosure Schedule (the "NQDPs") unless (i) any and all rabbi trusts with respect to such plans are assumed by Buyer or a Buyer Designee, as applicable, at the time of any assumption of the NQDPs, with all assets in such rabbi trusts and (ii) all assets in such rabbi trusts following their transfer to Buyer or a Buyer Designee, as applicable, in accordance with clause (i) shall not be subject to the claims of the creditors of any Selling Entity after such transfer.

(g) Nothing in this Agreement is intended to (i) be treated as an amendment to any particular Seller Compensation and Benefit Program, (ii) prevent Buyer or its Affiliates from amending or terminating any of its benefit plans or, after the Closing, any Assumed Compensation and Benefit Program, in accordance their terms, (iii) prevent Buyer or its Affiliates, after the Closing, from terminating the employment of any Transferred Employee or other Service Provider, or (iv) create any third-party beneficiary rights in any Employee or Service Provider employee, any beneficiary or dependent thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Employee or Service Provider or under any Seller Compensation and Benefit Program or any other plan maintained by Buyer or its Affiliates.

Section 7.11 Tax Matters.

(a) Any sales, use, goods and services, harmonized sales, Québec sales, property transfer or gains, documentary, stamp, registration, recording or similar Tax payable in connection with the sale or transfer of the Purchased Assets and the assumption of the Assumed Liabilities and not exempted under the Sale Order or by Section 1146(a) of the Bankruptcy Code ("Transfer Taxes") and that are recoverable by GNC Newco, GNC Canada Newco or the Buyer by way of input Tax credit, input Tax refund or other credit, refund or rebate, shall be borne by the Buyer. Any Transfer Taxes that are not recoverable by GNC Newco, GNC Canada Newco or the Buyer by way of input Tax credit, input Tax refund or other credit, refund or rebate shall be borne 50% by Buyer and 50% by Seller. The Buyer shall pay any Transfer Taxes to be borne by Buyer under the preceding two sentences in addition to the Purchase Price, either to the appropriate Selling Entities or to the relevant Government Authorities as required by applicable Law. The Selling Entities and Buyer shall use their commercially reasonable efforts and cooperate in good faith to minimize the incidence of any Transfer Taxes. Buyer shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes to the extent permitted under applicable Tax Law. Each Party shall reimburse the other for any Transfer Taxes paid by the other Party in excess of the amount that the other Party is required to bear pursuant to this Section 7.11(a).

(b) All Taxes and Tax Liabilities with respect to the Business and the Purchased Assets that relate to the Straddle Period shall be apportioned between the Pre-Closing Tax Period and Post-Closing Tax Period as follows: (i) in the case of Taxes other than income, sales and use, employment and withholding Taxes, on a per-diem basis, and (ii) in the case of income, sales and use, employment and withholding Taxes, as determined from the books and records of the Selling Entities as though the taxable year of the Selling Entities terminated at the close of business on the Closing Date.

(c) The Seller and Buyer agrees to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance as is reasonably necessary for the filing of Tax Returns, the making of any election relating to Taxes, the preparation for any audit or other proceeding by Governmental Authority and the prosecution or defense of any claim, suit or other proceeding relating to any Tax. Such information and assistance shall include providing reasonable access to any of the books and records of the Selling Entities and the Acquired Subsidiaries retained by the Selling Entities or delivered to the Buyer or any

Buyer Designee at Closing or provided pursuant to Section 7.3(b). Access to books and records shall be afforded upon receipt of reasonable advance notice and during normal business hours.

(d) All refunds of Pre-Closing Income Taxes (including any interest received with respect thereto from the relevant taxing authority) ("Pre-Closing Refunds") shall be paid to the Buyer as part of the Purchased Assets (and if received after the Closing, shall be paid to Buyer within ten (10) days after receipt thereof) and shall not be used to credit against any Taxes of the Selling Entities for Post-Closing Tax Periods. Pre-Closing Refunds shall include any refunds resulting from the carryback of net operating losses (from the Pre-Closing Tax Period and/or Post-Closing Tax Period) to Pre-Closing Tax Periods (including losses incurred as a result of the transactions contemplated by this Agreement). In order to accelerate and/or maximize any Pre-Closing Refunds, the Selling Entities shall: (i) carryback any net operating losses under applicable Law to Pre-Closing Tax Periods to the fullest extent permitted by applicable Law (including pursuant to Section 2303 of the CARES Act), (ii) not make any election to waive the carryback of any net operating loss under Section 172(b)(3) of the Code (as amended by Section 2303 of the CARES Act) (or any similar state, local, or non-U.S. Law); (iii) prepare any Tax Return (and shall amend any Tax Return for any Pre-Closing Tax Period to conform to the provisions of the CARES Act; provided, that a Selling Entity shall not be required to amend such Tax Return to the extent such amendment would reasonably be expected to increase the amount of any Taxes of the Selling Entity for any Pre-Closing Tax Period) in a manner that accelerates and/or maximizes Pre-Closing Refunds, to the extent such positions related to the Pre-Closing Refunds are at least at a "more-likely-than-not" level; (iv) not amend any Tax Return to the extent such amendment would reasonably be expected to adversely affect the amount or timing of any Pre-Closing Refunds; and (v) use reasonable best efforts to apply for and obtain all such Pre-Closing Refunds as expeditiously as possible, including by using any available short-form or accelerated (*e.g.*, "quick refund" claim) procedures to claim such Pre-Closing Refunds such as filing the applicable IRS Form 4466 and 1139 and any short form or accelerated procedures under state or local Tax Law that will give rise to any Pre-Closing Refunds. If applicable and if requested by the Canadian Seller or the Buyer, the Canadian Seller and GNC Canada Newco shall make the election under section 167 of the *Excise Tax Act* (Canada) and under the corresponding provisions of any applicable provincial Tax legislation, in respect of the Purchased Assets sold by the Canadian Seller to GNC Canada Newco hereunder, and the Buyer shall cause GNC Canada Newco to file such election(s) within the time required by applicable Law. The Seller and Buyer agree to cooperate in good faith to make and file, or to cause GNC Canada Newco to make and file, such other Canadian Tax elections as the Seller and the Buyer reasonably agree are typical and reasonable in the circumstances. Prior to filing any Tax Return of a Selling Entity that could adversely affect the amount or timing of a Pre-Closing Refund (a "Refund Return"), Seller shall submit such Refund Return to Buyer for its review and approval (such approval not to be unreasonably withheld, conditioned or delayed). Seller shall incorporate (or cause the Selling Entity to incorporate) any reasonable comments made by Buyer: (y) to the extent such comments are relevant to the amount and/or timing of the Pre-Closing Refund and (z) to the extent such comment reflects at least a "more-likely-than-not" position (supported by written advice of a nationally recognized independent accounting or law firm if Seller disagrees with such position). Seller shall promptly notify Buyer upon receipt by Seller or any Selling Entity of any written notice of any inquiries, claims, assessments, audits or similar events with respect to Taxes that could adversely affect the timing and/or amount of any Pre-Closing Refund (a "Refund Tax Matter") and shall keep the Buyer fully and timely informed with respect to the commencement, status and

nature of any Refund Tax Matter. Buyer shall have the right to actively participate in the Refund Tax Matter and, if the subject matter of such Refund Tax Matter predominantly relates to the timing and/or amount of the Pre-Closing Refund, shall have the right to control the resolution of the issues related to the timing and/or amounts of the Pre-Closing Refunds; *provided*, *however*, Buyer shall not resolve such issues without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. No Selling Entity shall settle or otherwise compromise any Refund Tax Matter without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. The provisions of this Section 7.11(d) shall not terminate pursuant to Section 10.2 until all potential Pre-Closing Refunds are paid in full. Notwithstanding any other provision in this Agreement, any Pre-Closing Refunds shall be reduced by any unpaid Taxes with respect to any Pre-Closing Tax Period required to be paid to the IRS or other relevant taxing authority to the extent such unpaid Taxes have been imposed by the IRS or other relevant taxing authority prior to any Selling Entity's receipt of such Pre-Closing Refunds and such Pre-Closing Refunds have not been paid to Buyer hereunder.

(e) For U.S. federal income Tax purposes (and applicable state, local and non-U.S. income Tax purposes), the Parties intend for the Asset and Liability Dropdown, taken together with the acquisition of the Acquired GNC Equity Interests, to be treated as the Selling Entities directly selling their assets to Buyer or one or more Buyer Designee in exchange for their respective portions of the Purchase Price.

(f) If prior to the receipt of any Pre-Closing Refunds Seller intends to liquidate or dissolve under state law, Seller may, pursuant to Treasury Regulations Section 1.1502-77(c) (and any equivalent provision of state or local law), designate GNC China Holdco, LLC or its successor (or GNC Successor Newco, if applicable) as the successor agent to Seller for all open tax years of the federal consolidated income tax group of Seller and its subsidiaries, and GNC China Holdco, LLC or its successor (or GNC Successor Newco, if applicable) shall cooperate with Seller in the preparation and execution of any documents that are to be filed with any taxing authority to effectuate such designation.

Section 7.12 Submission for Bankruptcy Court Approval and Canadian Court Recognition.

(a) All of the Parties shall use their respective commercially reasonable efforts to have the Sale Hearing no later than September 17, 2020 and to have the Sale Order entered no later than 3 days after the conclusion of the Sale Hearing. Buyer agrees that it will promptly take such actions as are reasonably requested by the Selling Entities to assist in obtaining entry of such orders, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. The Selling Entities shall give notice under the Bankruptcy Code of the request for the relief specified in the Sale Motion to all Persons entitled to such notice, including all Persons that have asserted Encumbrances in the Purchased Assets and all non-debtor parties to the Assumed Agreements and the Assumed Real Property Leases, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as the Buyer may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other Proceedings in the

Bankruptcy Court relating to this Agreement or the transactions contemplated hereby. The Selling Entities shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to the Buyer prior to their filing with the Bankruptcy Court for the Buyer's prior review.

(b) As promptly as possible, but in no event later than three (3) Business Days after the entry of the Sale Order, the Selling Entities shall bring a motion in the Canadian Court in the CCAA Proceedings seeking an order recognizing the Sale Order and vesting the Canadian Purchased Assets in the Buyer free and clear of all claims, liens and encumbrances whatsoever (other than permitted encumbrances identified in the Canadian Sale Approval and Vesting Order) (as approved, the "Canadian Sale Approval and Vesting Order").

(c) A list of the Assumed Agreements and Assumed Real Property Leases shall be filed as an exhibit to the Sale Motion (or, if required by the Bankruptcy Court, a motion to assume and assign the Assumed Agreements and the Assumed Real Property Leases), and shall be described in sufficient detail to provide adequate notice to the non-debtor parties to such Contracts. Upon revision of Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule in accordance with Section 2.5(b), the Seller shall add any Assumed Agreements or Assumed Real Property Leases, respectively, to such exhibit to the Sale Motion or remove any Assumed Agreements or Assumed Real Property Leases (other than Assumed Agreements and Assumed Real Property Leases irrevocably designated for assumption pursuant to Section 2.5(d)) from such exhibit, as applicable. Such exhibit shall set forth the amounts necessary to cure defaults under each Assumed Agreement and Assumed Real Property Lease shown thereon, as reasonably determined in good faith by the Seller. In cases in which the Seller is unable to establish that a default exists, the relevant cure amount shall be set at $0.00.

(d) Each Selling Entity and the Buyer shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court or the Canadian Court in connection with, or which might reasonably affect the Bankruptcy Court's or the Canadian Court's approval of, as applicable, the Bidding Procedures Order, the Sale Order, the Canadian Bidding Procedures Order or the Canadian Sale Approval and Vesting Order. Each Selling Entity shall promptly provide the Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court or the Canadian Court that such Selling Entity has in its possession (or receives) pertaining to the motion for approval of the Bidding Procedures Order, the Sale Order, the Canadian Bidding Procedures Order or the Canadian Sale Approval and Vesting Order or any other order related to any of the transactions contemplated by this Agreement, but only to the extent such papers are not publicly available on the Bankruptcy Court's docket or otherwise made available to the Buyer and its counsel, including on the website of the information officer appointed pursuant to the CCAA.

(e) If the Bidding Procedures Order, the Sale Order, the Canadian Bidding Procedures Order, the Canadian Sale Approval and Vesting Order or any other orders of the Bankruptcy Court or the Canadian Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order, the Canadian Bidding Procedures Order, the Canadian Sale Approval and Vesting Order or other such

order), subject to rights otherwise arising from this Agreement, the Selling Entities and the Buyer shall use their commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

Section 7.13 Overbid Procedures; Adequate Assurance.

(a) The Selling Entities and Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids and Bankruptcy Court and Canadian Court approval. The Buyer and the Selling Entities acknowledge that the Selling Entities must take reasonable steps to demonstrate that they have sought to obtain the highest or otherwise best price for the Purchased Assets, including giving notice thereof to the creditors of the Selling Entities and other interested parties, providing information about the Selling Entities' business to prospective bidders, entertaining higher and better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an auction (the "Auction").

(b) The bidding procedures to be employed with respect to this Agreement and any Auction shall be those reflected in the Bidding Procedures Order. Buyer agrees to be bound by and accept the terms and conditions of the Bidding Procedures Order as approved by the Bankruptcy Court and the Canadian Court. Buyer agrees and acknowledges that the Selling Entities and their Affiliates and the Seller's Representatives are and may continue soliciting inquiries, proposals or offers for the Purchased Assets in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order and agrees and acknowledges that the bidding procedures contained in the Bidding Procedures Order may be supplemented by other customary procedures not inconsistent with the matters otherwise set forth therein and the terms of this Agreement.

(c) If an Auction is conducted, and the Buyer is not the prevailing bidder at the Auction but is the next highest bidder at the Auction, Buyer shall serve as a back-up bidder (the "Back-up Bidder") and keep the Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable, notwithstanding any right of Buyer to otherwise terminate this Agreement pursuant to Article IX hereof, until the earlier of (i) 5:00 p.m. (prevailing Eastern time) on October 15, 2020 (the "Outside Back-up Date") or (ii) the date of the consummation of a Third-Party Sale. Following the Sale Hearing and prior to the Outside Back-up Date, if the prevailing bidder in the Auction fails to consummate the Third-Party Sale as a result of a breach or failure to perform on the part of such prevailing bidder and the purchase agreement with such prevailing bidder is terminated, the Back-up Bidder (as the next highest bidder at the Auction) will be deemed to have the new prevailing bid, and the Selling Entities will be authorized, without further order of the Bankruptcy Court or the Canadian Court, to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) with the Back-up Bidder so long as Buyer has not previously terminated this Agreement in accordance with its terms.

(d) Buyer shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer or any applicable Buyer Designee of each Assumed Agreement and each Assumed Real Property Lease and/or evidence as may be required under the

CCAA that the Buyer or any applicable Buyer Designee will be able to perform the obligations of each Canadian Assumed Agreement and each Canadian Assumed Real Property Lease. Buyer agrees that it will, and will cause its Affiliates to, reasonably cooperate with the Selling Entities to obtain a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Agreements and Assumed Real Property Lease and/or a Canadian Court finding that the Buyer or any applicable Buyer Designee will be able to perform the obligations of each Canadian Assumed Agreement and each Canadian Assumed Real Property Lease, including furnishing affidavits, non-confidential financial information and other non-confidential documents or information for filing with the Bankruptcy Court and/or the Canadian Court and making the Buyer's Representatives available to testify before the Bankruptcy Court and/or the Canadian Court upon reasonable prior notice.

(e) The Selling Entities and the Buyer agree, and the motion to approve the Bidding Procedures Order and/or the Canadian Bidding Procedures Order shall reflect the fact, that the provisions of this Agreement, including this Section 7.13 and Section 7.14, are reasonable, were a material inducement to the Buyer to enter into this Agreement and are designed to achieve the highest and best price for the Purchased Assets.

Section 7.14 Termination Fee.

(a) If (i) (x) an Auction takes place and the Buyer is not identified as the Successful Bidder, (y) at the time the Successful Bidder is identified, the Buyer is not in material breach of this Agreement such that the conditions in Section 8.3(a) and Section 8.3(b) would not then be satisfied, and (z) a sale of all or substantially all of the Purchased Assets to a Person (a "Third-Party") other than GNC Newco, the Buyer or an Affiliate of the Buyer (a "Third-Party Sale") is consummated or (ii) a stand-alone Chapter 11 plan of reorganization, including the Restructuring, under which the Selling Entities' secured lenders receive a material portion of the equity and/or debt in the reorganized Seller (a "Restructuring Transaction") is consummated, then, in each case, the Buyer will be entitled to receive, without further order of the Bankruptcy Court or the Canadian Court, from the proceeds of such Third-Party Sale, (A) an amount in cash equal to $22,800,000 (the "Termination Fee") *plus* (B) the amount of the Buyer's reasonable documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisers) incurred in connection with the Buyer's evaluation, consideration and negotiation of a possible transaction with the Seller and in connection with the transactions contemplated hereby, up to a maximum amount of $3 million (the "Expense Reimbursement" and together with the Termination Fee, the "Termination Payment"); *provided*, that the Termination Payment shall not be payable to the Buyer in the event a Restructuring Transaction is consummated following the termination of this Agreement (I) by the Seller pursuant to Section 9.1(f), Section 9.1(i) or Section 9.1(k), (II) by the Seller or Buyer pursuant to Section 9.1(a) or Section 9.1(j), (III) pursuant to any other provision of Section 9.1 at a time when the Seller would have been permitted to terminate this Agreement pursuant to Section 9.1(f), Section 9.1(i) or Section 9.1(k) or (IV) by the Seller at a time when the Deposit shall have become payable to Seller as a result of a Buyer Default Termination; *provided*, *further*, that in no event shall Buyer be entitled to receive Expense Reimbursement on more than one occasion, and to the extent Buyer shall have received any Expense Reimbursement pursuant to Section 7.14(b) prior to the payment of any Termination Payment pursuant to this Section 7.14(a), such Termination Payment shall be reduced by the amount of Expense Reimbursement previously paid.

(b) If Buyer terminates this Agreement pursuant to Section 9.1(g)(ii), notwithstanding the consummation of a Third-Party Sale or Restructuring Transaction, the Buyer shall be entitled to receive the Expense Reimbursement.

(c) If the Termination Payment becomes payable pursuant to Section 7.14(a), such Termination Payment shall be made by wire transfer of immediately available funds to an account designated by the Buyer from the proceeds of the applicable Third-Party Sale or otherwise upon consummation of a Restructuring Transaction, as applicable, and such payment shall be made on or before the first (1st) Business Day following the consummation of such Third-Party Sale or Restructuring Transaction, as applicable. If the Expense Reimbursement becomes payable pursuant to Section 7.14(b), such Expense Reimbursement shall be paid by wire transfer of immediately available funds to an account designated by Buyer directly from the Seller, and such payment shall be made on or before the fifth (5th) Business Day following the termination of this Agreement. The claim of the Buyer in respect of the Termination Payment or the Expense Reimbursement, as applicable, shall constitute a super-priority administrative expense claim, senior to all other administrative expense claims of the Selling Entities, as administrative expenses under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case and shall be paid in cash, prior to delivery of any sale proceeds to any Third-Party including any secured lender; *provided*, that such super-priority claim shall be junior to the DIP Obligations.

(d) The Parties acknowledge and agree that the Buyer's entitlement to the Termination Payment under Section 7.14(a) or the Expense Reimbursement under Section 7.14(b) will constitute liquidated damages (and not a penalty) and, if the Buyer retains such amount, then notwithstanding anything to the contrary contained herein, such Termination Payment or Expense Reimbursement, as applicable, shall be the sole and exclusive remedy available to the Buyer and any other Person against the Selling Entities and their Affiliates in connection with this Agreement and the transactions contemplated hereby (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of the Selling Entities or their Affiliates shall have any further Liability relating to or arising out of this Agreement or the transactions contemplated hereby. For the avoidance of doubt, (i) under no circumstances shall the Buyer or any of its Affiliates be entitled to monetary damages other than retention of the Termination Payment under Section 7.14(a) or the Expense Reimbursement under Section 7.14(b), and (ii) while the Buyer may pursue both a grant of specific performance in accordance with Section 10.13 and retaining the Termination Payment pursuant to Section 7.14(a) or the Expense Reimbursement under Section 7.14(b), under no circumstances shall the Buyer or any of its Affiliates be permitted or entitled to receive both a grant of specific performance and any money damages, including retention of all or any portion of the Termination Payment.

Section 7.15 Transfer of Purchased Assets; Substitution of Letters of Credit; Payments Received.

(a) The Buyer will make commercially reasonable arrangements for GNC Newco to take possession of the Purchased Assets following the Closing, and, at the Buyer's expense, to transfer the same to a location owned or operated by the Buyer or a Buyer Designee, to the extent necessary, as promptly as practicable following the Closing.

(b) On the Closing Date, Buyer shall, at its sole cost and expense, (i) replace any letters of credit, banker's acceptance or similar credit transaction that secure any Liabilities of any Selling Entity relating to the Purchased Assets and (ii) use commercially reasonable efforts to cause such letters of credit, banker's acceptance or similar credit transaction to be released and returned to the Seller.

(c) The Selling Entities, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by such Party or its Affiliates, any cash, checks with appropriate endorsements or other property that such party or its Affiliates may receive on or after the Closing which properly belongs to the Buyer or the Selling Entities, respectively, or their respective Affiliates.

Section 7.16 Post-Closing Operation of the Seller; Name Changes. The Selling Entities hereby acknowledge and agree that upon the Closing, as between the Parties, Buyer and its Affiliates shall solely and exclusively own, and shall have the sole and exclusive right to the use, the GNC Names and Marks (including any and all domain names, social media usernames, accounts and handles, and similar media rights containing any GNC Names and Marks). After the Closing Date, none of the Selling Entities, nor any of their respective Affiliates shall (or shall permit any other Person to) (i) use any GNC Names or Marks, any abbreviation, variation, derivative, translation, or transliteration thereof confusingly similar thereto, or any other Mark confusingly similar thereto, (ii) in any way represent that it is, or otherwise hold itself out as being, affiliated with Buyer or any of its Affiliates or (iii) use, practice, or disclose to any Person any Business IP. In furtherance thereof, as promptly as practicable (but in no event later than sixty (60) days following) the Closing Date, the Selling Entities shall, and shall cause their respective Affiliates to, completely and permanently obliterate, mask or remove all GNC Names and Marks (or any confusingly similar abbreviation, variation, derivative, translation, or transliteration thereof or any other Mark confusingly similar thereto) from all documents, materials, buildings, vehicles, and other assets that are owned by (or in the possession, custody, or control of) the Selling Entities or any of their respective Affiliates. The Sale Order and the Canadian Approval and Vesting Order shall provide for the modification of the caption in the Proceedings before the Bankruptcy Court and in the CCAA Proceedings, respectively, to reflect the change in the name of Seller, except that during the pendency of such Proceedings, Seller shall be permitted to use the name "GNC Holdings, Inc." solely as a former name for legal and noticing purposes in connection with the Bankruptcy Case and the CCAA Proceedings, but for no other purpose. As promptly as possible after the Closing (but in no event later than sixty (60) days following the Closing Date), the Selling Entities and their Affiliates shall promptly file with the applicable Governmental Authorities all documents reasonably necessary to delete from their names all GNC Names and Marks (or any confusingly similar abbreviation, variation, derivative, translation, or transliteration thereof or any other Mark confusingly similar thereto) and shall do or cause to be done all other acts, including the payment of any fees required in connection therewith, to cause such documents to become effective as promptly as reasonably practicable. The Selling Entities acknowledge and agree that from and after Closing, all goodwill, rights or benefits arising from the Selling Entities' or any of its Affiliates' use of any GNC Names and Marks in accordance with this Section 7.16 shall accrue absolutely to Buyer and its Affiliates.

Section 7.17 Purchased Assets "AS IS;" Certain Acknowledgements.

(a) Buyer agrees, warrants and represents that (a) Buyer is purchasing the Purchased Assets on an "AS IS" and "WITH ALL FAULTS" basis based solely on Buyer's own investigation of the Purchased Assets and (b) neither the Selling Entities nor any of the Seller's Representatives has made any warranties, representations or guarantees, express, implied or statutory, written or oral, respecting the Purchased Assets, any part of the Purchased Assets, the financial performance of the Purchased Assets or the Business, or the physical condition of the Purchased Assets, except as set forth in this Agreement. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by the Selling Entities and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." Buyer agrees, warrants and represents that, except as set forth in this Agreement, Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN ARTICLE V OF THIS AGREEMENT, THE SELLING ENTITIES MAKE NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS.

(b) Buyer acknowledges and agrees that it (a) has had an opportunity to discuss the Business with the management of Seller and has been afforded the opportunity to ask questions of and receive answers from management of Seller, and (b) has had reasonable access to the books and records of the Selling Entities and the Acquired Subsidiaries, (c) has conducted its own independent investigation of the Selling Entities and the Acquired Subsidiaries, the Business, the Purchased Assets, the Assumed Liabilities and the transactions contemplated hereby. In connection with the investigation by Buyer, Buyer has received or may receive from the Selling Entities certain projections, forward-looking statements and other forecasts and certain business plan information. Buyer acknowledges and agrees neither the Selling Entities nor any other Person will have or be subject to any Liability or indemnification obligation to Buyer or any other Person resulting from the distribution to, or use by, Buyer or any of its Affiliates or any of the Buyer's Representatives of any information provided to Buyer or any of its Affiliates or any of the Buyer's Representatives by the Selling Entities or any of the Seller's Representatives, including any information, documents, projections, forward-looking statements, forecasts or business plans or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the transactions contemplated by this Agreement.

(c) Except for the representations and warranties contained in Article V, Buyer acknowledges that none of the Selling Entities nor any other Person on behalf of any Selling Entity makes any express or implied representation or warranty with respect to the Selling Entities, the Purchased Assets or the Business, or with respect to any information provided to Buyer or any of its Affiliates or any Representative of the Buyer, and the Selling Entities hereby disclaim any other representations or warranties made by the Selling Entities or any other Person with respect to the execution and delivery of this Agreement, the Purchased Assets, the Business or the transactions contemplated hereby. Buyer has not relied on any representation, warranty or other statement by any Person on behalf of the Selling Entities, other than the representations and warranties of the

Selling Entities expressly contained in Article V. Buyer acknowledges and agrees that the representations and warranties set forth in Article V are made solely by the Selling Entities, and no Affiliate of the Selling Entities, Representative of the Seller or other Person shall have any responsibility or Liability related thereto. Nothing contained herein shall limit the Buyer's ability to make a claim against the Selling Entities for Fraud.

Section 7.18 Formation of Newcos; Canadian Stores;

(a) As promptly as practicable following the date hereof, the Seller shall take all steps necessary to form (i) a Delaware limited liability company ("GNC Newco"), which shall be treated as a disregarded entity for U.S. federal (and applicable state and local) income Tax purposes, with all outstanding equity interests of GNC Newco being owned by the Seller, and (ii) a Nova Scotia unlimited liability company ("GNC Canada Newco"), with all outstanding equity interests of GNC Canada Newco being owned by GNC Newco. Immediately prior the Asset and Liability Dropdown, GNC Newco shall sell 51% of the issued and outstanding voting shares of GNC Canada Newco to ZT Biopharmaceutical LLC for nominal consideration. The Seller shall cause GNC Newco and GNC Canada Newco not to engage in any activities or business, and not to incur any Liabilities or obligations whatsoever, in each case, other than those related to its organization, the execution of this Agreement and the consummation of the transactions contemplated hereby and the execution of the BOC Debt Commitment Letter and any credit agreement and related agreements contemplated thereunder, and the consummation of the transactions contemplated thereby. Without limiting the generality of the foregoing, subject to Section 7.9, the Seller shall cause GNC Newco to execute, deliver and perform its obligations under the credit agreement contemplated by the BoC Debt Commitment Letter and take all actions necessary to consummate the transactions contemplated.

(b) At any time after the date hereof, if the Seller and Buyer shall mutually agree in writing, the Seller shall form a Delaware corporation as a wholly owned, direct Subsidiary of General Nutrition Centers, Inc. ("GNC Successor Newco"), solely for the purposes set forth in Section 7.11(f) of this Agreement. If GNC Successor Newco is formed in accordance with the foregoing sentence, Section 2.1(l) of the Seller Disclosure Schedule shall be updated to replace GNC China Holdco, LLC with GNC Successor Newco.

(c) Notwithstanding anything to the contrary herein, the Buyer shall provide written notice to the Seller no later than fourteen (14) days after the date hereof to the extent Buyer wishes to designate (i) any Purchased Assets owned by the Canadian Seller as additional Excluded Assets or (ii) any Assumed Liabilities of the Canadian Seller as additional Excluded Liabilities.

Section 7.19 Release.

(a) Effective as of the Closing, each of Buyer, on behalf of itself and its officers, directors and equityholders, and the Acquired Subsidiaries (each, a "Buyer Releasing Party") each hereby unconditionally and irrevocably and forever releases and discharges any present or former directors, managers, officers, employees or agents of the Seller, the other Selling Entities and the Acquired Subsidiaries (each, a "Seller Released Party"), of and from, and hereby unconditionally and irrevocably waive, any and all (i) D&O Claims and (ii) other claims, debts, losses, expenses, proceedings, covenants, liabilities, suits, judgments, damages, actions and causes of action,

obligations, accounts, and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, direct or indirect, at law or in equity, including in each case any of the foregoing that are Purchased Assets under this Agreement that such Buyer Releasing Party ever had, now has or ever may have or claim to have against any Seller Released Party, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing (including in respect of the management or operation of the Business).

(b) Effective as of the Closing, each Buyer Releasing Party hereby unconditionally and irrevocably and forever releases, discharges and waives any and all preference or avoidance claims and actions that constitute Purchased Assets under Section 2.1(y) of this Agreement that such Buyer Releasing Party ever had, now has or ever may have or claim to have, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing.

(c) Buyer, on behalf of itself and the other Buyer Releasing Parties, expressly waive all rights afforded by any statute which limits the effect of a release with respect to unknown claims. Buyer, on behalf of itself and the other Buyer Releasing Parties, understand the significance of this release of unknown claims and waiver of statutory protection against a release of unknown claims, and acknowledge and agree that this waiver is an essential and material term of this Agreement. Buyer, on behalf of itself and the other Buyer Releasing Parties, acknowledges that each Seller Released Party will be relying on the waivers and releases provided in this Section 7.19 in connection with entering into this Agreement and that this Section 7.19 is intended for the benefit of, and to grant third party rights to each Seller Released Party to enforce this Section 7.19.

(d) Each beneficiary of a release under this Section 7.19 shall be a third party beneficiary of this Section 7.19 with the full power to enforce the terms of this Section 7.19 as if it were a party to this Agreement for such purpose.

Section 7.20 Withholding. Notwithstanding anything herein to the contrary, any Selling Entity, Buyer, GNC Newco, GNC Canada Newco or any of their Affiliates shall be entitled to deduct and withhold from any amounts payable by them (including the Guarantee Fee) pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to such payment under any provision of U.S. federal, state, local or non-U.S. Tax law. The parties will work in good faith to minimize any such withholding. Any amounts so deducted and withheld shall be paid over to the appropriate Governmental Authority and, to the extent so paid to the Governmental Authority, shall be treated for all purposes as having been paid to the Party that would otherwise have received such amount but for the required withholding.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.1 Conditions to Each Party's Obligations to Effect the Closing. The respective obligations of each Party to consummate the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver in a joint writing by Buyer and Seller, at or prior to the Closing, of the following conditions:

(a) no Law or final, non-appealable Order shall have been enacted, entered, promulgated, adopted, issued or enforced by the Bankruptcy Court, the Canadian Court or any other Governmental Authority having competent jurisdiction that is then in effect and has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) all filing and waiting periods applicable (including any extensions thereof) to the consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated;

(c) the Bankruptcy Court shall have entered a Sale Order and such Sale Order shall be a Final Order (unless such Final Order requirement is waived by the Buyer); and

(d) the Canadian Court shall have entered the Canadian Sale Approval and Vesting Order (unless such requirements are waived by the Buyer).

Section 8.2 Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver at or prior to the Closing of the following additional conditions:

(a) the Selling Entities shall have performed and complied in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by it on or prior to the Closing Date;

(b) (i) the representations and warranties of the Selling Entities set forth in Section 5.8(a) shall be true and correct in all respects as of date of this Agreement and as of the Closing Date as though made at and as of the Closing Date, (ii) the representations and warranties of the Selling Entities set forth in Section 5.1, Section 5.2, Section 5.3, Section 5.4(a)(i) and Section 5.18 shall be true and correct in all material respects as of date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), and (iii) each of the other representations and warranties of the Selling Entities set forth in Article V (disregarding for these purposes any exception in such representations and warranties relating to materiality or a Material Adverse Effect) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), except for such failures to be true and correct as would not reasonably be expected to have a Material Adverse Effect;

(c) the Buyer shall have received a certificate from an officer of the Seller to the effect that, to such officer's knowledge, the conditions set forth in Sections 8.2(a) and (b) have been satisfied;

(d) the Buyer shall have received the other items to be delivered to it pursuant to Section 4.2.

Any condition specified in this Section 8.2 may be waived by the Buyer; *provided, however*, that no such waiver shall be effective against the Buyer unless it is set forth in a writing executed by the Buyer.

Section 8.3 Conditions to Obligations of the Selling Entities. The obligation of the Selling Entities to consummate the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver at or prior to the Closing of the following additional conditions:

(a) the Buyer shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement which are required to be performed and complied with by the Buyer on or prior to the Closing Date;

(b) (i) the representations and warranties of the Buyer set forth in Section 6.9 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date and (ii) each of the other representations and warranties of the Buyer set forth in Article VI (disregarding for these purposes any exception in such representations and warranties relating to materiality) shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date);

(c) the Seller shall have received a certificate from an officer of the Buyer to the effect that, to such officer's knowledge, the conditions set forth in Section 8.3(a) and (b) have been satisfied;

(d) at the Closing and upon execution and delivery of the Second Lien Credit Agreement, all conditions precedent to the effectiveness of the Second Lien Credit Agreement shall have been satisfied or waived by the Seller and giving effect to the Closing there shall not exist any Default or Event of Default (in each case, as defined in the Second Lien Credit Agreement);

(e) the Seller shall have received the other items to be delivered to it pursuant to Section 4.3;

(f) the Estimated TLB Cash Distribution Amount is equal to or greater than $185,000,000; and

(g) at the Closing, the Vendor Agreement shall not have been terminated and no provision of the Vendor Agreement shall have been amended or waived in any material respect.

Any condition specified in this Section 8.3 may be waived by the Seller; *provided, however*, that no such waiver shall be effective against the Seller unless it is set forth in a writing executed by the Seller.

Section 8.4 Frustration of Closing Conditions. None of the Selling Entities or Buyer may rely on or assert the failure of any condition set forth in Article VIII to be satisfied if such

failure was proximately caused by such Party's failure to comply with this Agreement in all material respects.

ARTICLE IX
TERMINATION; WAIVER

Section 9.1 Termination. Subject to Section 7.13(c), this Agreement may be terminated at any time prior to the Closing by:

(a) mutual written consent of the Seller and the Buyer;

(b) the Seller or the Buyer, if the Bankruptcy Court, the Canadian Court or any other Governmental Authority having competent jurisdiction shall have enacted, entered, promulgated, adopted, issued or enforced any Law or Order that has the effect of making the consummation of the transactions contemplated by this Agreement illegal or otherwise prohibits the consummation of the transactions and such Law or Order shall have become final and non-appealable; *provided, however*, that the Party seeking to terminate this Agreement pursuant to this Section 9.1(b) shall have complied with its obligations under Section 7.7; and *provided*, *further*, that the Buyer may not terminate this Agreement pursuant to this Section 9.1(b) if the consummation of the Transactions would not have been illegal or otherwise prohibited had the Buyer obtained all required PRC Approvals;

(c) the Seller or the Buyer, if the Bidding Procedures Order ceases to be in full force and effect, or is revoked, rescinded, vacated, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction;

(d) the Seller, if the Sale Order has not been entered by the Bankruptcy Court by September 24, 2020 or the Canadian Sale Approval and Vesting Order has not been granted by the Canadian Court by the date that is ninety-five (95) days after the Petition Date; *provided, however*, that the Seller shall not be entitled to terminate this Agreement pursuant to this Section 9.1(d) if, at the time of such termination, Buyer would then be entitled to terminate this Agreement pursuant to Section 9.1(g);

(e) the Buyer, if the Sale Order has not been entered by the Bankruptcy Court by September 24, 2020 or the Canadian Sale Approval and Vesting Order has not been granted by the Canadian Court by the date that is ninety-five (95) days after the Petition Date; *provided, however*, that the Buyer shall not be entitled to terminate this Agreement pursuant to this Section 9.1(e) if, at the time of such termination, Seller would then be entitled to terminate this Agreement pursuant to Section 9.1(f);

(f) the Seller if:

(i) any of the representations and warranties of Buyer contained in Article VI shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date), such that the condition set forth in Section 8.3(b) would not then be satisfied; or

(ii) Buyer shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Buyer such that the condition set forth in Section 8.3(a) would not then be satisfied;

provided, however, that if an inaccuracy in any of the representations and warranties of Buyer or a failure to perform or comply with a covenant or agreement by the Buyer is curable by the Buyer within ten (10) Business Days after the date of written notice from the Seller to the Buyer of the occurrence of such inaccuracy or failure, then the Seller may not terminate this Agreement under this Section 9.1(f) on account of such inaccuracy or failure (x) prior to delivery of such written notice to the Buyer or during the ten (10) Business Day period commencing on the date of delivery of such notice or (y) following such ten (10) Business Day period, if such inaccuracy or failure shall have been fully cured during such ten (10) Business Day period; *provided*, *further*, that Seller shall not be permitted to terminate this Agreement pursuant to this Section 9.1(f) if at the time of such termination, (I) any of the representations and warranties of Seller contained in Article VI shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date), such that the condition set forth in Section 8.2(b) would not then be satisfied or (II) Seller shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Seller such that the condition set forth in Section 8.2(a) would not then be satisfied; *provided, further*, that the Seller shall not be permitted to terminate this Agreement under this Section 9.1(f) based on Buyer's breach of Section 6.6 or based on Buyer's failure to consummate the Closing as required under the terms and conditions of this Agreement as a result of a Financing Failure Event or a failure to obtain Alternative Financing, in all cases, until one (1) Business Day prior to the Outside Date so long as Buyer remains in compliance in all material respects with its obligations under Section 7.8 to secure Alternative Financing.

(g) the Buyer if:

(i) any of the representations and warranties of the Selling Entities contained in Article V shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date), such that the condition set forth in Section 8.2(b) would not then be satisfied; or

(ii) the Selling Entities shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Selling Entities, such that the condition set forth in Section 8.2(a) would not then be satisfied;

provided, however, that if an inaccuracy in any of the representations and warranties of the Selling Entities or a failure to perform or comply with a covenant or agreement by any of the Selling Entities is curable by it within ten (10) Business Days after the date of written notice from the Buyer to the Seller of the occurrence of such inaccuracy or failure, then the Buyer may not terminate this Agreement under this Section 9.1(g) on account of such inaccuracy or failure (x) prior to delivery of such written notice to the Seller or during the

ten (10) Business Day period commencing on the date of delivery of such notice or (y) following such ten (10) Business Day period, if such inaccuracy or failure shall have been fully cured during such ten (10) Business Day period; *provided*, *further*, that the Buyer shall not be permitted to terminate this Agreement pursuant to this Section 9.1(g) if at the time of such termination, (I) any of the representations and warranties of Buyer contained in Article V shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date), such that the condition set forth in Section 8.3(b) would not then be satisfied or (II) Buyer shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by the Buyer such that the condition set forth in Section 8.3(a) would not then be satisfied;

(h) the Buyer, if (i) (A) the Seller enters into a definitive agreement providing for a Third-Party Sale, and the Buyer is not the Back-up Bidder at the Auction, or (B) Seller enters into a definitive agreement providing for a Third-Party Sale, the Buyer is the Back-up Bidder, and the Third-Party Sale is consummated or (ii) the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement;

(i) the Seller, if:

(i) as a result of Buyer's failure to obtain any required PRC Approval, the condition set forth in Section 8.1(a) is not satisfied on the date that is three (3) Business Days after the date on which all of the other conditions set forth in Article VIII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing) and the Seller has certified to the Buyer in writing that the Selling Entities are ready, willing and able to effect the Closing; *provided*, that the right to terminate this Agreement under this Section 9.1(i)(i) shall not be available to the Seller if any of the Selling Entities is then in material breach of this Agreement and such breach is the primary cause of the failure to obtain such required PRC Approval;

(ii) the Buyer's representation in Section 6.9 is determined to not be true and correct in any respect as of the date of this Agreement or as of the date of such termination by the Seller (which inaccuracy shall not be subject to any cure period);

(iii) the condition set forth in Section 8.3(d) is not satisfied (other than as a result of the Asset and Liability Dropdown) on the date that is three (3) Business Days prior to the Outside Date and the Seller has certified to the Buyer in writing that the Selling Entities are ready, willing and able to effect the Closing; provided, that the right to terminate this Agreement under this Section 9.1(i)(iii) shall not be available to the Seller if any of the Selling Entities is then in material breach of this Agreement and such breach is the primary cause of the failure to satisfy the condition set forth in Section 8.3(d); or

(iv) the condition set forth in Section 8.3(g) is not satisfied at a time when all of the other conditions set forth in Article VIII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than

conditions which by their nature are to be satisfied at the Closing) and the Seller has certified to the Buyer in writing that the Selling Entities are ready, willing and able to effect the Closing;

(j) the Buyer or the Seller, if the Closing has not occurred by October 15, 2020 (the "Outside Date"); provided, that the right to terminate this Agreement under this Section 9.1(j) shall not be available to any Party if such Party is then in material breach of this Agreement that is the primary cause of the failure of the Closing to occur prior to such date; *provided, further,* that the right to terminate this Agreement pursuant to this Section 9.1(j) shall not be available to any Party in the event that the other Party or Parties have initiated Proceedings prior to the Outside Date to specifically enforce this Agreement which such Proceedings are still pending; or

(k) the Seller, if the condition to the obligations of the Selling Entities set forth in Section 8.3(f) has not been satisfied at the time at which all other conditions set forth in Section 8.1, Section 8.2 and Section 8.3 have been satisfied; provided, however, that if at any time within three (3) Business Days of the delivery of a termination notice by the Seller pursuant to this Section 9.1(k) the Buyer provides written notice to the Seller that it elects to increase the Cash Purchase Price to an amount that would result in the condition set forth in Section 8.3(f) being satisfied (the "Cash Increase Amount"), then the Seller shall not have the right to terminate this Agreement pursuant to this Section 9.1(k);

provided, that neither the Buyer nor the Seller shall have the right to terminate this Agreement pursuant to any of Section 9.1(c)(i), Section 9.1(d) or Section 9.1(e) if the action or inaction of such Party or any of its Affiliates is the primary cause of the failure of the applicable milestones to occur on or prior to the applicable dates.

Section 9.2 Procedure and Effect of Termination. In the event of termination of this Agreement by either Seller or Buyer pursuant to Section 9.1, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the Parties; *provided, however*, that (a) no Party shall be relieved of or released from any Liability arising from any intentional breach by such Party of any provision of this Agreement and (b) this Section 9.2, Section 3.2, Section 7.3(e), Section 7.14, Article X and the Confidentiality Agreement shall remain in full force and effect and survive any termination of this Agreement.

Section 9.3 Extension; Waiver. At any time prior to the Closing, the Selling Entities, on the one hand, or the Buyer, on the other hand, may, to the extent permitted by applicable Law (a) extend the time for the performance of any of the obligations or other acts of the Buyer (in the case of an agreed extension by the Selling Entities) or the Selling Entities (in the case of an agreed extension by the Buyer), (b) waive any inaccuracies in the representations and warranties of the Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by the Buyer) contained herein or in any document delivered pursuant hereto, (c) waive compliance with any of the agreements of the Buyer (in the case of a wavier by the Selling Entities) or the Selling Entities (in the case of a waiver by the Buyer) contained herein, or (d) waive any condition to its obligations hereunder. Any agreement on the part of the Selling Entities, on the one hand, or the Buyer, on the other hand, to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the Selling Entities or the Buyer, as applicable.

The failure or delay of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of those rights, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any rights hereunder.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed by the Seller, on behalf of each of the Selling Entities, and the Buyer. Notwithstanding the foregoing, the provisions set forth in this Section 10.1 and Sections 10.4 and 10.9 (and the defined terms used in such Sections) may not be amended, modified or altered in any manner adverse to the Financing Sources in any material respect without the prior written consent of the Financing Sources.

Section 10.2 Survival. None of the representations and warranties of the Parties in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no Party hereto shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing. None of the covenants or agreements of the Parties in this Agreement shall survive the Closing, and no Party hereto shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such covenant or agreement from or after the Closing, other than (a) the covenants and agreements of the Parties contained in this Article X, Article III and Article IV, (b) those other covenants and agreements contained herein that by their terms apply, or that are to be performed in whole or in part, after the Closing, which shall survive the consummation of the transaction contemplated by this Agreement until fully performed and (c) any rights or remedies of any Person for breach of any such surviving covenant or agreement.

Section 10.3 Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon confirmation of receipt when transmitted by email, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery), in each case, addressed as follows:

(a) If to any Selling Entity or the Selling Entities, to:

GNC Holdings, Inc.
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Tricia Tolivar
Susan M. Canning

Email: tricia-tolivar@gnc-hq.com
susan-canning@gnc-hq.com

with a mandated copy (which shall not constitute notice) to:

Latham & Watkins LLP
330 Wabash Avenue
Chicago, IL 60611
Attention: Rick Levy
Caroline Reckler
Jason Morelli
Email: richard.levy@lw.com
caroline.reckler@lw.com
jason.morelli@lw.com

and

Milbank LLP
2029 Century Park East
33rd Floor
Los Angeles, CA 90067
Attention: Brett Goldblatt
Mark Shinderman
Email: bgoldblatt@milbank.com
mshinderman@milbank.com

(b) If to the Buyer, to:

Harbin Pharmaceutical Group Holding Co., Ltd
No. 68, Limin West Fourth Street
Limin Development Zone
Harbin, People's Republic of China

and

28/F, CITIC Tower, 1 Tim Mei Avenue, Central, Hong Kong
Attention: Yong Kai Wong
E-mail: yongkaiwong@citiccapital.com; yongkaiwong@hayao.com

with a mandated copy (which shall not constitute notice) to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attention: Chang-Do Gong
Email: cgong@whitecase.com

and to:

White & Case LLP
Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900

Miami, Florida 33131-2352
Attention: Richard Kebrdle
Email: rkebrdle@whitecase.com

Section 10.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment shall be null and void; *provided, however,* that the rights of the Buyer under this Agreement may be assigned by the Buyer, without the prior written consent of any Selling Entity, to one or more Buyer Designees, so long as the Buyer shall continue to remain obligated in full hereunder. No assignment by any Party shall relieve such Party (including an assignment by Buyer to any Buyer Designee) of any of its obligations hereunder. Any attempted or purported assignment in violation of this Section 10.4 will be deemed void *ab initio*. Notwithstanding the foregoing, the Buyer and a Buyer Designee may transfer or assign its rights under this Agreement to any Financing Source pursuant to the terms of any Debt Financing for purposes of creating a security interest herein or otherwise assigning as collateral in respect of such Debt Financing without the prior written consent of the Seller. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Selling Entities (other than the Canadian Seller), the trustee in the Bankruptcy Case and, in the case of the Canadian Seller, any trustee or receiver appointed in respect of the Canadian Seller; provided, that the Financing Sources are intended to and shall be express third parties beneficiaries of and have the right to enforce this Section 10.4 and Sections 10.1, 10.8 and 10.9.

Section 10.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.6 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 10.7 Acknowledgement and Release. The Buyer acknowledges that the Selling Entities are the sole Persons bound by, or liable with respect to, the obligations and Liabilities of the Selling Entities under this Agreement and the other Transaction Documents, and that no Affiliate of any Selling Entity or any of their respective subsidiaries or any current or former officer, director, stockholder, agent, attorney, employee, representative, advisor or consultant of

any Selling Entity or any such other Person shall be bound by, or liable with respect to, any aspect of this Agreement and the other Transaction Documents.

Section 10.8 Financing Source Matters. The parties hereby agree that the Financing Sources shall not have any liability (whether in contract or in tort, in law or in equity, or granted by statute or otherwise) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever arising under, out of, in connection with or related in any manner to this Agreement or based on, in respect of or by reason of this Agreement or its negotiation, execution, performance or breach, and each Selling Entity waives any rights or claims against any Financing Sources in connection with this Agreement, the Debt Financing Documents and the transactions contemplated hereby and thereby; provided, that nothing in this Section 10.8 shall limit any liability or obligations of the Financing Sources to any Selling Entity (or any of their respective Affiliates) that is a party to any of the Debt Commitment Letters, the Debt Financing Documents or the other definitive agreements related thereto under and pursuant to the terms of the such Debt Commitment Letters, Debt Financing Documents and other definitive agreements related thereto.

Section 10.9 Submission to Jurisdiction; WAIVER OF JURY TRIAL.

(a) Any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby other than the CCAA Proceedings and the Proceeding related thereto shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court) in respect of any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; *provided*, *however*, that, if the Bankruptcy Case and the CCAA Proceedings are dismissed, any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). Each Party hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with Section 10.3, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable Law, any claim that (i) the suit, action or Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or Proceeding is improper or (iii) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each Party agrees that notice or the service of process in any action, claim, suit or Proceeding arising out of, based upon or relating to this Agreement or any of the rights and

obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 10.3.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE DEBT FINANCING DOCUMENTS OR THE DEBT COMMITMENT LETTERS (INCLUDING ANY ACTION, CLAIM, SUIT OR PROCEEDING INVOLVING OR AGAINST THE FINANCING SOURCES) OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF OR THEREOF.

Section 10.10 Counterparts. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a photographic, photostatic, facsimile, portable document format (.pdf), or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 10.11 Incorporation of Schedules and Exhibits. All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

Section 10.12 Entire Agreement. This Agreement (including all Schedules and all Exhibits), the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the Parties with respect thereto.

Section 10.13 Remedies. The Parties agree that irreparable damage may occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached and that monetary damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement. It is accordingly agreed that, subject to Section 3.2, (i) the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and any such injunction shall be in addition to any other remedy to which any Party is entitled, at law or in equity, (ii) the parties waive any requirement for the securing or posting of any bond in connection with the obtaining of any specific performance or injunctive relief and (iii) the parties will waive, in any action for specific performance, the defense of adequacy of a remedy at Law. A Party's pursuit of specific performance at any time will not be deemed an election of remedies or waiver of the right to pursue any other right or remedy to which such party may be entitled,

including the right to pursue remedies for liabilities or damages incurred or suffered by the other party in the case of a breach of this Agreement.

Section 10.14 Bulk Sales or Transfer Laws. The Buyer hereby waives compliance by the Selling Entities with the provisions of the bulk sales or transfer laws of all applicable jurisdictions. The Selling Entities agree to cooperate with the Buyer, upon the reasonable request of the Buyer and at the Buyer's expense, in making any bulk sales filings the Buyer may, in its sole discretion, decide to file.

Section 10.15 Seller Disclosure Schedule. It is expressly understood and agreed that (a) the disclosure of any fact or item in any section of the Seller Disclosure Schedule shall be deemed disclosure with respect to any other Section or subsection of the Seller Disclosure Schedule to the extent the applicability of the disclosure to such other Section or subsection is reasonably apparent on the face of such disclosure, (b) the disclosure of any matter or item in the Seller Disclosure Schedule shall not be deemed to constitute an acknowledgement that such matter or item is required to be disclosed therein, and (c) the mere inclusion of an item in the Seller Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect.

Section 10.16 Mutual Drafting; Headings; Information Made Available. The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. To the extent this Agreement refers to information or documents to be made available (or delivered or provided) to Buyer or its Representatives, the Selling Entities shall be deemed to have satisfied such obligation if the Seller or any of its Representatives has made such information or document available (or delivered or provided such information or document) to Buyer or any of its Representatives, whether in an electronic data room, via electronic mail, in hard copy format or otherwise.

Section 10.17 Approval of the Bankruptcy Court and the Canadian Court. Notwithstanding anything herein to the contrary, any and all rights, interests or obligations under this Agreement are subject to approval of the Bankruptcy Court and the Canadian Court, as applicable.

Section 10.18 Non-Recourse. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no other Person that is not a party hereto shall have any liability for any Liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith.

In no event shall any party hereto or any of its Affiliates, and the parties here agree not to and to cause their respective Affiliates not to, seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Person not a party to this Agreement.

Section 10.19 Actions of Seller. Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that (a) any consent, approval, waiver or notice to be provided by the Seller or any Selling Entity under this Agreement that would adversely affect the issuance of the Second Lien Loans or the portion of the Cash Purchase Price distributable to the Seller's secured lenders shall only be provided if such consent, approval, waiver or notice has been approved in writing by the Required Ad Hoc Group Crossover Lenders, (b) neither the Seller nor any Selling Entity shall amend or waive any of the conditions set forth in Section 8.1 or Section 8.3 or cause the Closing to occur prior to the satisfaction of such conditions without the prior written approval of the Required Ad Hoc Group Crossover Lenders, and (c) neither the Seller nor any Selling Entity shall amend or waive the last sentence of Section 3.1(c), the proviso at the end of Section 7.14(c) or any other provision of this Agreement that would adversely impact the receipt by the holders of FILO Term Loans of an amount of the Cash Purchase Price necessary to repay the FILO Term Loans and all related DIP Obligations in full at closing, in each case, without the prior written approval of the Required Ad Hoc Group Crossover Lenders and the Required FILO Ad Hoc Group Members. Each Ad Hoc Group Crossover Lender and Ad Hoc Group FILO Lenders shall be a third party beneficiary of this Section 10.19 with the full power to enforce the terms of this Section 10.19 as if it were a party to this Agreement for such purpose.

* * * * *

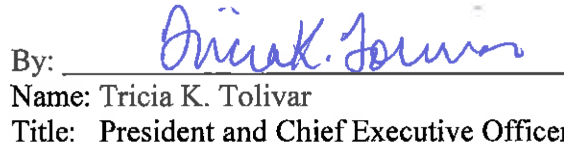
IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC HOLDINGS, INC.

By:
Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

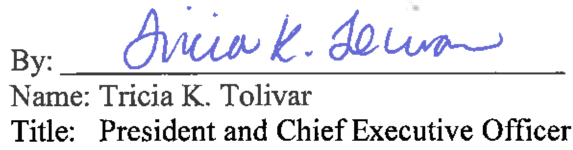
IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GENERAL NUTRITION CENTERS, INC.

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GENERAL NUTRITION CENTRES COMPANY

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GENERAL NUTRITION CORPORATION

By: ______________________________

Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

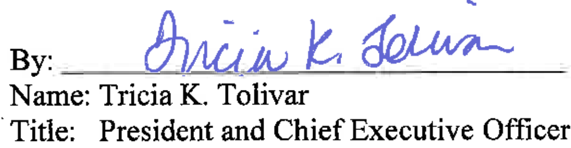
GENERAL NUTRITION INVESTMENT COMPANY

By: ______________________________

Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC CANADA HOLDINGS, INC.

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC CHINA HOLDCO, LLC

By:
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

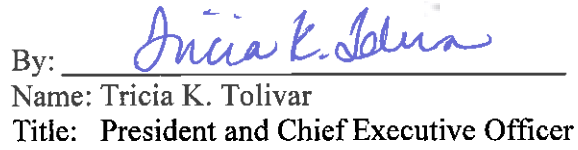
IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC CORPORATION

By: ______________________________
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

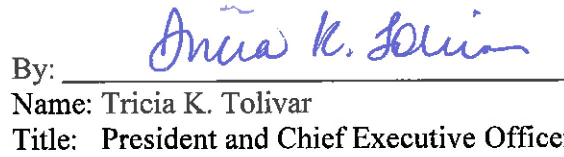
IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC FUNDING, INC.

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

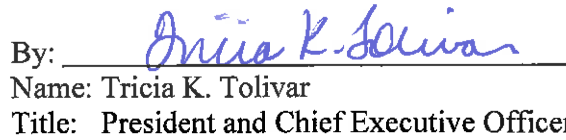
GNC GOVERNMENT SERVICES, LLC

By: 

Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC HEADQUARTERS, LLC

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

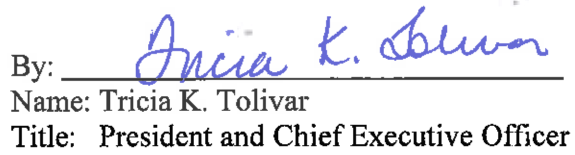
GNC INTERNATIONAL HOLDINGS INC.

By:

Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC PARENT LLC

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

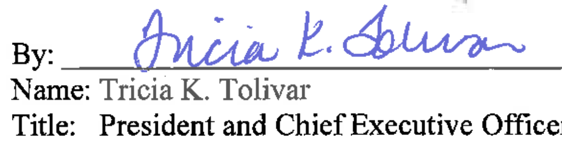
IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC PUERTO RICO HOLDINGS, INC.

By: Tricia K. Tolivar
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

GNC PUERTO RICO, LLC

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

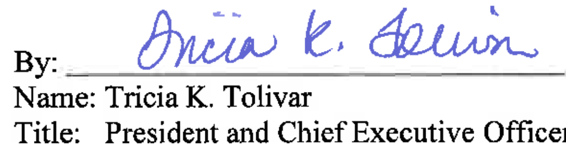
GUSTINE SIXTH AVENUE ASSOCIATES, LTD.

By: GNC Headquarters, LLC
Its: General Partner

By: Tricia K. Tolivar
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

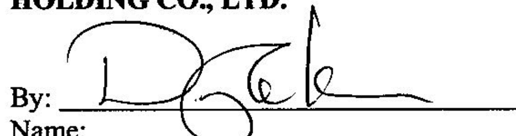
IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

LUCKY OLDCO CORPORATION

By: 
Name: Tricia K. Tolivar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Stalking Horse Agreement to be executed as of the date first written above.

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.



By: ______________________
Name: Yong Kai Wong
Title: General Manager

EXECUTION VERSION

FIRST AMENDMENT
TO
STALKING HORSE AGREEMENT

This First Amendment to Stalking Horse Agreement (this "Amendment"), is made and entered into as of August 14, 2020 by and among GNC Holdings, Inc., a Delaware corporation (the "Seller"), on behalf of itself and the other Selling Entities, and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "Buyer", together with the Seller and the other Selling Entities, the "Parties" and each, a "Party"), and amends the Stalking Horse Agreement, dated as of August 7, 2020 (the "Agreement"), by and among the Selling Entities and the Buyer. Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Parties, in accordance with Section 10.1 of the Agreement, wish to amend the Agreement as set forth in this Amendment.

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

1. **Amendment to Section 1.1**. Section 1.1 of the Agreement is hereby amended by adding the following definition:

   "Bidding Protections Order" means the Bankruptcy Court's *Order Approving (I) The Debtors' Entry into Stalking Horse Agreement and Related Bid Protections and (II) Granting Related Relief*.

2. **Amendment to Section 7.14(a)**. Section 7.14(a) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

   (a) If (i) (x) an Auction takes place and the Buyer is not identified as the Successful Bidder, (y) at the time the Successful Bidder is identified, the Buyer is not in material breach of this Agreement such that the conditions in Section 8.3(a) and Section 8.3(b) would not then be satisfied, and (z) a sale of all or substantially all of the Purchased Assets to a Person (a "Third-Party") other than GNC Newco, the Buyer or an Affiliate of the Buyer (a "Third-Party Sale") is consummated or (ii) a stand-alone Chapter 11 plan of reorganization, including the Restructuring, under which the Selling Entities' secured lenders receive a material portion of the equity and/or debt in the reorganized Seller (a "Restructuring Transaction") is consummated, then, in each case, the Buyer will be entitled to receive, without further order of the Bankruptcy Court or the Canadian Court, from the proceeds of such Third-Party Sale, (A) an amount in cash equal to $22,800,000 (the "Termination Fee") *plus* (B) the amount of the Buyer's reasonable documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisers) incurred in connection with the Buyer's evaluation, consideration and negotiation of a possible transaction with the Seller and in connection with the transactions contemplated hereby, up to a maximum amount of $3 million (the "Expense Reimbursement" and together with the Termination Fee, the "Termination Payment"); *provided*, that the Termination Payment shall not be payable to the Buyer in the event a Restructuring Transaction is consummated following the termination of this Agreement (I) by the Seller pursuant to Section 9.1(f), Section 9.1(i) or Section 9.1(k), (II) by the

Seller or Buyer pursuant to Section 9.1(a), ~~or~~ Section 9.1(j), **or Section 9.1(l),** (III) pursuant to any other provision of Section 9.1 at a time when the Seller would have been permitted to terminate this Agreement pursuant to Section 9.1(f), Section 9.1(i) or Section 9.1(k) or (IV) by the Seller at a time when the Deposit shall have become payable to Seller as a result of a Buyer Default Termination; *provided*, *further*, that in no event shall Buyer be entitled to receive Expense Reimbursement on more than one occasion, and to the extent Buyer shall have received any Expense Reimbursement pursuant to Section 7.14(b) prior to the payment of any Termination Payment pursuant to this Section 7.14(a), such Termination Payment shall be reduced by the amount of Expense Reimbursement previously paid.

3. **Amendment to Section 9.1**. Section 9.1 of the Agreement is hereby amended by adding a new Section 9.1(l) immediately after Section 9.1(k) and before the proviso at the end of Section 9.1, as follows:

(l) the Buyer or the Seller, if (i) the Bidding Protections Order has not been entered by the Bankruptcy Court by August 20, 2020 or (ii) following the entry of the Bidding Protections Order, the Bidding Protections Order ceases to be in full force and effect, or is revoked, rescinded, vacated, reversed or stayed, or otherwise rendered ineffective by a court of competent jurisdiction;

4. **Effect of Amendment**. Expect as expressly amended by the foregoing, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Whenever the Agreement is referred to in the Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Agreement, and references to "the date hereof" and "the date of this Agreement" or words of like import shall continue to refer to August 7, 2020.

5. **Counterparts**. This Amendment may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

6. **Miscellaneous**. The terms set forth in each of Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.4 (*Assignment*), Section 10.5 (*Severability*), Section 10.6 (*Governing Law*), Section 10.9 (*Submission to Jurisdiction; WAIVER OF JURY TRIAL*), Section 10.12 (*Entire Agreement*), Section 10.13 (*Remedies*) and Section 10.17 (*Mutual Drafting*) of the Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

[*Signature pages follows*]

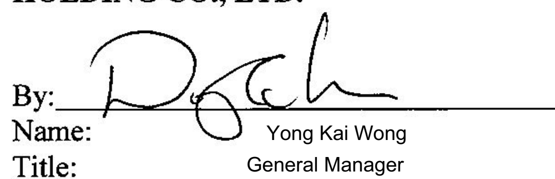
IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Stalking Horse Agreement to be executed as of the date first written above.

GNC HOLDINGS, INC., on behalf of itself and the other Selling Entities

By: Tricia K. Tolivar

Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.



By:______________________________
Name: Yong Kai Wong
Title: General Manager

EXECUTION VERSION

**SECOND AMENDMENT
TO
STALKING HORSE AGREEMENT**

This Second Amendment to Stalking Horse Agreement (this "Amendment"), is made and entered into as of August 19, 2020 by and among GNC Holdings, Inc., a Delaware corporation (the "Seller"), on behalf of itself and the other Selling Entities, and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "Buyer", together with the Seller and the other Selling Entities, the "Parties" and each, a "Party"), and amends the Stalking Horse Agreement, dated as of August 7, 2020, by and among the Selling Entities and the Buyer, as amended by that certain First Amendment dated as of August 15, 2020 (collectively, the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Parties, in accordance with Section 10.1 of the Agreement, wish to amend the Agreement as set forth in this Amendment.

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

1. **Amendment to Section 2.3(a)**. For purposes of clarity and for the avoidance of doubt, Section 2.3(a) of the Agreement is hereby amended by adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**), as follows:

   (a) all Liabilities relating to the Purchased Assets that are properly characterized as current liabilities of the Selling Entities as of the Closing calculated in accordance with GAAP, but excluding **(i)** any indebtedness for borrowed money**, (ii) any Liabilities that are General Unsecured Claims or Subordinated Securities Claims (in each case, as defined in the Plan) and (iii) any Liabilities described in subclause (a) through (k) of Section 2.4**;

2. **Amendment to Section 2.4(e)**. Section 2.4(e) of the Agreement is hereby amended by adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**), as follows:

   (e) all Liabilities of any Selling Entity in respect of indebtedness **for borrowed money**, whether or not relating to the Business;

3. **Amendment to Section 7.10(d)**. Section 7.10(d) of the Agreement is hereby amended by adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**), as follows:

   (d) **Except as otherwise provided in Section 7.10(c)**, the Selling Entities shall retain, pay and discharge the Liabilities of the Selling Entities for all current and deferred salary, wages, unused vacation, sick days, personal days or leave earned and/or accrued by each Employee through Closing.

4. **Amendment to Section 7.13(c)**. Section 7.13(c) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: **~~bolded text with strikethrough~~**), as follows:

(c) If an Auction is conducted, and the Buyer is not the prevailing bidder at the Auction but is the next highest bidder at the Auction, Buyer shall serve as a back-up bidder (the "Back-up Bidder") and keep the Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable, notwithstanding any right of Buyer to otherwise terminate this Agreement pursuant to Article IX hereof, until the earlier of (i) 5:00 p.m. (prevailing Eastern time) on ~~**October 15, 2020**~~**October 31, 2020** (the "Outside Back-up Date") or (ii) the date of the consummation of a Third-Party Sale. Following the Sale Hearing and prior to the Outside Back-up Date, if the prevailing bidder in the Auction fails to consummate the Third-Party Sale as a result of a breach or failure to perform on the part of such prevailing bidder and the purchase agreement with such prevailing bidder is terminated, the Back-up Bidder (as the next highest bidder at the Auction) will be deemed to have the new prevailing bid, and the Selling Entities will be authorized, without further order of the Bankruptcy Court or the Canadian Court, to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) with the Back-up Bidder so long as Buyer has not previously terminated this Agreement in accordance with its terms.

5. **Amendment to Section 7.14(a)**. Section 7.14(a) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

(a) If (i) (x) an Auction takes place and the Buyer is not identified as the Successful Bidder, (y) at the time the Successful Bidder is identified, the Buyer is not in material breach of this Agreement such that the conditions in Section 8.3(a) and Section 8.3(b) would not then be satisfied, and (z) a sale of all or substantially all of the Purchased Assets to a Person (a "Third-Party") other than GNC Newco, the Buyer or an Affiliate of the Buyer (a "Third-Party Sale") is consummated or (ii) a stand-alone Chapter 11 plan of reorganization, including the Restructuring, under which the Selling Entities' secured lenders receive a material portion of the equity and/or debt in the reorganized Seller (a "Restructuring Transaction") is consummated, then, in each case, the Buyer will be entitled to receive, without further order of the Bankruptcy Court or the Canadian Court, from the proceeds of such Third-Party Sale, (A) an amount in cash equal to ~~**$22,800,000**~~ $**15,200,000** (the "Termination Fee") *plus* (B) the amount of the Buyer's reasonable documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisers) incurred in connection with the Buyer's evaluation, consideration and negotiation of a possible transaction with the Seller and in connection with the transactions contemplated hereby, up to a maximum amount of $3 million (the "Expense Reimbursement" and together with the Termination Fee, the "Termination Payment"); *provided*, that the Termination Payment shall not be payable to the Buyer in the event a Restructuring Transaction is consummated following the termination of this Agreement (I) by the Seller pursuant to Section 9.1(f), Section 9.1(i) or Section 9.1(k), (II) by the Seller or Buyer pursuant to Section 9.1(a), Section 9.1(j), or Section 9.1(l), (III) pursuant to any other provision of Section 9.1 at a time when the Seller would have been permitted to terminate this Agreement pursuant to Section 9.1(f), Section 9.1(i) or Section 9.1(k) or (IV) by the Seller at a time when the Deposit shall have become payable to Seller as a result of a Buyer Default Termination; ***provided, further*, that only the Expense**

Reimbursement shall be payable (and the Termination Fee shall not be payable) to the Buyer in the event a Restructuring Transaction is consummated following the termination of this Agreement (I) by the Seller or Buyer pursuant to Section 9.1(b) (other than any such termination by Seller as a result of the Buyer's failure to obtain any required PRC Approvals, in which circumstance no Termination Payment shall be payable) or Section 9.1(c) or (II) by the Seller pursuant to Section 9.1(d) or Buyer pursuant to Section 9.1(e) if, in each case of this sub-clause (II), none of the Selling Entities or any of their respective Subsidiaries or Representatives (other than the directors of the Selling Entity appointed by Buyer or any of its Affiliates) took any action or failed to take any action that was the primary cause of the applicable Order not being entered by the applicable date; *provided*, *further*, that in no event shall Buyer be entitled to receive Expense Reimbursement on more than one occasion, and to the extent Buyer shall have received any Expense Reimbursement pursuant to Section 7.14(b) prior to the payment of any Termination Payment pursuant to this Section 7.14(a), such Termination Payment shall be reduced by the amount of Expense Reimbursement previously paid.

6. **Amendment to Section 9.1(j)**. Section 9.1(j) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

   (j) the Buyer or the Seller, if the Closing has not occurred by ~~**October 15, 2020**~~ **October 31, 2020** (the "Outside Date"); provided, that the right to terminate this Agreement under this Section 9.1(j) shall not be available to any Party if such Party is then in material breach of this Agreement that is the primary cause of the failure of the Closing to occur prior to such date; *provided, further,* that the right to terminate this Agreement pursuant to this Section 9.1(j) shall not be available to any Party in the event that the other Party or Parties have initiated Proceedings prior to the Outside Date to specifically enforce this Agreement which such Proceedings are still pending; or

7. **Effect of Amendment**. Expect as expressly amended by the foregoing, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Whenever the Agreement is referred to in the Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Agreement, and references to "the date hereof" and "the date of this Agreement" or words of like import shall continue to refer to August 7, 2020.

8. **Counterparts**. This Amendment may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

9. **Governing Law; Jurisdiction**. The terms set forth in each of Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.4 (*Assignment*), Section 10.5 (*Severability*), Section 10.6 (*Governing Law*), Section 10.9 (*Submission to Jurisdiction; WAIVER OF JURY*

TRIAL), Section 10.12 (*Entire Agreement*), Section 10.13 (*Remedies*) and Section 10.17 (*Mutual Drafting*) of the Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

[*Signature pages follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to the Stalking Horse Agreement to be executed as of the date first written above.

GNC HOLDINGS, INC., on behalf of itself and the other Selling Entities

By: [signature]

Name: Tricia K. Tolivar

Title: Executive Vice President and Chief Financial Officer

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.

By:________________________________
Name: Yong Kai Wong
Title: General Manager

EXECUTION VERSION

THIRD AMENDMENT
TO
STALKING HORSE AGREEMENT

This Third Amendment to Stalking Horse Agreement (this "Amendment"), is made and entered into as of September 8, 2020 by and among GNC Holdings, Inc., a Delaware corporation (the "Seller"), on behalf of itself and the other Selling Entities, and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "Buyer", together with the Seller and the other Selling Entities, the "Parties" and each, a "Party"), and amends the Stalking Horse Agreement, dated as of August 7, 2020, by and among the Selling Entities and the Buyer, as amended by that certain First Amendment dated as of August 15, 2020 and that certain Second Amendment dated as of August 19, 2020 (collectively, the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Parties, in accordance with Section 10.1 of the Agreement, wish to amend the Agreement as set forth in this Amendment.

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

1. **Amendment to Section 2.5(b)**. Section 2.5(b) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

   (b) From and after the date of this Agreement until ~~**three (3)**~~**one (1)** Business Day~~**s**~~ prior to the Bid Deadline (as defined in the Bidding Procedures Order), the Buyer may, in its sole discretion, designate any Contract of any Selling Entity as an Assumed Agreement or Assumed Real Property Lease, as applicable, or remove any such Contract from Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule, respectively, such that it is not an Assumed Agreement or Assumed Real Property Lease, in each case by providing written notice of such designation or removal to the Seller, in which case Section 2.1(e) or Section 2.1(f) of the Seller Disclosure Schedule, as applicable, shall automatically be deemed to be amended to include or remove, as applicable, such Contract as an Assumed Agreement or an Assumed Real Property Lease, in each case, without any adjustment to the Purchase Price.

2. **Effect of Amendment**. Expect as expressly amended by the foregoing, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Whenever the Agreement is referred to in the Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Agreement, and references to "the date hereof" and "the date of this Agreement" or words of like import shall continue to refer to August 7, 2020.

3. **Counterparts**. This Amendment may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective

when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

4. **Governing Law; Jurisdiction**. The terms set forth in each of Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.4 (*Assignment*), Section 10.5 (*Severability*), Section 10.6 (*Governing Law*), Section 10.9 (*Submission to Jurisdiction; WAIVER OF JURY TRIAL*), Section 10.12 (*Entire Agreement*), Section 10.13 (*Remedies*) and Section 10.17 (*Mutual Drafting*) of the Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

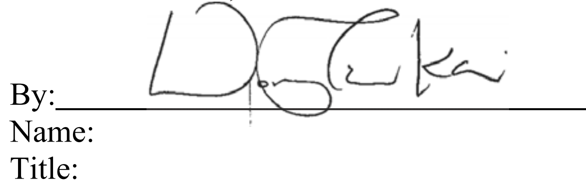
[*Signature pages follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to the Stalking Horse Agreement to be executed as of the date first written above.

GNC HOLDINGS, INC., on behalf of itself and the other Selling Entities

By:
Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.



By:______________________________

Name:

Title:

EXECUTION VERSION

FOURTH AMENDMENT
TO
STALKING HORSE AGREEMENT

This Fourth Amendment to Stalking Horse Agreement (this "Amendment"), is made and entered into as of September 17, 2020 by and among GNC Holdings, Inc., a Delaware corporation (the "Seller"), on behalf of itself and the other Selling Entities, and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "Buyer", together with the Seller and the other Selling Entities, the "Parties" and each, a "Party"), and amends the Stalking Horse Agreement, dated as of August 7, 2020, by and among the Selling Entities and the Buyer, as amended by that certain First Amendment dated as of August 15, 2020, that certain Second Amendment dated as of August 19, 2020 and that certain Third Amendment dated as of September 8, 2020 (collectively, the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Parties, in accordance with Section 10.1 of the Agreement, wish to amend the Agreement as set forth in this Amendment.

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

1. **Addition of Exhibit G**. The Agreement is hereby amended by adding the exhibit attached hereto as Exhibit A as the new Exhibit G to the Agreement.

2. **Amendments to Section 1.1**.

   (a) The definition of "Convertible Notes Issuance" is hereby deleted in its entirety and replaced with:

   "Notes Issuance" means the issuance by ZT Biopharmaceutical LLC of $20 million in aggregate principal amount of subordinated PIK notes, which shall be on the terms set forth in Exhibit G and otherwise in form and substance reasonably acceptable to the Buyer and the Official Committee of Unsecured Creditors, that shall be available for distribution to the unsecured creditors under a plan of reorganization on terms consistent with the Plan Support Agreement, dated as of September 17, 2020 (the "PSA" and the Plan Amendment Term Sheet (as defined in the PSA)).

   (b) The definition of "Unsecured Creditor Consideration Trigger Event" in hereby deleted in its entirety.

3. **Amendment to Section 3.1(a)(iii)**. Section 3.1(a)(iii) of the Agreement is hereby amended by deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

   (iii) ~~**only if the Unsecured Creditor Consideration Trigger Event occurs,**~~ the ~~**Convertible**~~ Notes Issuance; and

4. **Amendment to Section 3.1(c)**. Section 3.1(c) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough

(indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

> (c) On the Closing Date, the Buyer shall (i) pay or cause to be paid to GNC Corporation, a Selling Entity and designee of the Seller hereunder ("GNC Corporation"), by wire transfer of immediately available funds to an account or series of accounts designated by the Seller at least three (3) Business Days prior to the Closing, an amount or amounts in cash equal, in the aggregate, to the Cash Purchase Price**,** ~~**and**~~ (ii) following the consummation of the transactions contemplated by Section 2.9, cause GNC Newco to issue to GNC Corporation the Second Lien Loans in accordance with Section 3.1(a)(i)**, and (iii) following the consummation of the transactions contemplated by Section 2.9, cause ZT Biopharmaceutical LLC to effect the Notes Issuance**. Immediately following the receipt of the Cash Purchase Price, GNC Corporation hereby agrees to repay in full in cash on the Closing Date all DIP Obligations unless prohibited by the Bankruptcy Court.

5. **Addition of Section 7.21**. Article VII of the Agreement is hereby amended by adding a new Section 7.21 immediately after Section 7.20 as follows:

> Section 7.21. At the Closing, Buyer shall acquire and/or assume Real Property Leases for no fewer than 1,400 retail stores; provided, however, Buyer shall have no obligation to keep such retail stores open after the Closing Date.

6. **Effect of Amendment**. Expect as expressly amended by the foregoing, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Whenever the Agreement is referred to in the Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Agreement, and references to "the date hereof" and "the date of this Agreement" or words of like import shall continue to refer to August 7, 2020.

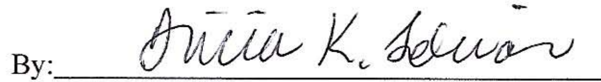
7. **Counterparts**. This Amendment may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

8. **Governing Law; Jurisdiction**. The terms set forth in each of Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.4 (*Assignment*), Section 10.5 (*Severability*), Section 10.6 (*Governing Law*), Section 10.9 (*Submission to Jurisdiction; WAIVER OF JURY TRIAL*), Section 10.12 (*Entire Agreement*), Section 10.13 (*Remedies*) and Section 10.17 (*Mutual Drafting*) of the Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

[*Signature pages follows*]

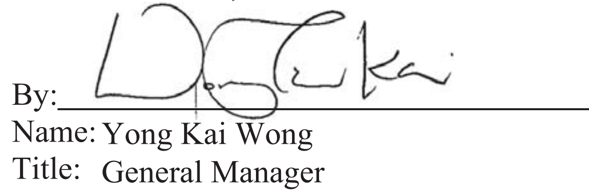
IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to the Stalking Horse Agreement to be executed as of the date first written above.

GNC HOLDINGS, INC., on behalf of itself and the other Selling Entities

By: 

Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.



By:______________________________
Name: Yong Kai Wong
Title: General Manager

EXHIBIT A

EXHIBIT G

Subordinated PIK Notes Term Sheet

[To come]

Notes Term Sheet

2.25% PIK Subordinated Convertible Notes

2.25% PIK Subordinated Notes

Set forth below is a summary of indicative terms relating to the proposed 2.25% PIK Subordinated Convertible Notes due 2028 (the "**Convertible Notes**") and the 2.25% PIK Subordinated Notes due 2028 (the "**Regular Notes**" and, together with the Convertible Notes, the "**Notes**"). This Term Sheet is for discussion and settlement purposes and is subject to the provisions and protections of Rule 408 of the Federal Rules of Evidence and other similar applicable statutes or doctrines protecting against the disclosure of confidential information and information exchanged in the context of settlement discussions (in each case, whether legal, equitable, or otherwise and whether federal, state, or otherwise). Nothing in this Term Sheet is (nor shall it be construed as) an admission of fact or liability, a stipulation or a waiver, or binding on ZT Biopharmaceutical LLC or its affiliates. Each statement contained herein is made without prejudice, with a full reservation of all rights, remedies, claims and defenses. This Term Sheet is not (nor shall it be construed as) (i) an offer or a solicitation of an offer with respect to any security, option, commodity, future, loan or currency, (ii) a commitment to underwrite any security, to loan any funds or to make any investment, or (iii) a solicitation of acceptance or rejection of a Chapter 11 Plan of reorganization pursuant to the Bankruptcy Code. Any such offer or solicitation will be made only in compliance with all applicable laws (including, without limitation, securities laws and provisions of the bankruptcy code). This Term Sheet and the transactions described herein are subject in all respects to, among other things, negotiation, execution and delivery of definitive documentation and satisfaction or waiver of the conditions precedent set forth herein and therein.

Issuer................................	ZT Biopharmaceutical LLC (the "**Issuer**"), a Delaware limited liability company, which holds 100% of the equity interests of [GNC Holdings, LLC].
Guarantors........................	None.
Notes................................	$15,000,000 aggregate principal amount of 2.25% PIK Subordinated Convertible Notes due 2028 (the "**Convertible Notes**"). $5,000,000 aggregate principal amount of 2.25% PIK Subordinated Notes due 2028 (the "**Regular Notes**").
Maturity Date...................	October 15, 2028, unless earlier repurchased, redeemed or converted (the "**Maturity Date**").
Interest	2.25% per annum payable annually in arrears, which shall be paid by increasing the principal amount of the outstanding Notes on October 15 of each year, beginning October 15, 2021. Interest will accrue from the issue date of the Notes.
Conversion of Convertible Notes................................	On or after June 30, 2023 and until the close of business on the business day immediately preceding the Maturity Date, the Issuer may convert all or any portion of the Convertible Notes, in multiples of $1,000 principal amount, at the option of the Issuer regardless of the foregoing circumstances. On the Maturity Date, the Convertible Notes will be mandatorily convertible into the Issuer's shares of common stock of the Issuer (the "Shares"). On any date of determination, the conversion rate per $1,000 principal amount of Convertible Notes shall be, subject to adjustment to be agreed in the transaction documentation, equal to the quotient of $1,000 *divided* by the Conversion Price. Upon conversion, the Issuer will deliver the number of Shares to the converting holders at the conversation rate per $1,000 principal amount of Convertible Notes (including any PIK interest) held by such holders and, upon conversion, the Convertible Notes will be cancelled. The "**Conversion Price**" means, as of any date of determination, the quotient of $2.25 billion *divided* by the fully-diluted outstanding number of Shares (subject to the anti-dilution

provisions to be agreed by the Issuer and the holder of the Convertible Notes or its designated or authorized agent in the transaction documents).

In addition, following certain corporate events that occur prior to the Maturity Date, the Issuer will increase the conversion rate for a holder to the extent the Issuer elects to convert the Notes in connection with such a corporate event in certain circumstances.

The holders will not receive any additional cash payment, additional Notes or additional Shares representing accrued and unpaid interest, if any, upon conversion of a Note, except in limited circumstances. Instead, interest will be deemed to be paid by the Shares delivered to holders upon conversion of a Note.

Redemption...................... At any time and from time to time after the six-year anniversary of the issue date, the Issuer may redeem or repurchase the (i) Convertible Notes and/or the converted Shares if such Shares have been issued, at the fair market value of such Convertible Notes or Shares (which fair market value shall be determined by an independent third-party appraiser experienced in the valuation of debt and equity securities and reasonably selected by the Issuer and the holder of the Convertible Notes or its designated or authorized agent) and (ii) the Regular Notes at the face value of such Regular Notes, plus accrued and unpaid interest.

Fundamental Change .... If the Issuer undergoes a "fundamental change" (to be defined in a manner no more restrictive to the Issuer than the "change of control" definition in the BOC Facilities Agreement and the Second Lien Credit Agreement), subject to certain conditions and the subordination arrangements with respect to the BOC Facilities Agreement and the Second Lien Credit Agreement, holders may require the Issuer to repurchase for cash all or part of their Notes in principal amounts of $1,000 or an integral multiple thereof. The fundamental change repurchase price for each series of Notes will be equal to 100% of the principal amount of Notes of such series to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

Ranking............................ The Notes will be the Issuer's unsecured obligations and will rank:

- junior in right of payment to its indebtedness and other liabilities under the BOC Facilities Agreement (and related finance documents) pursuant to contractual subordination terms to be agreed with and acceptable to the creditors of such financial indebtedness and to the Issuer's indebtedness and other liabilities under the Second Lien Credit Agreement (and related finance documents) and the IVC Junior Subordinated Loan (and related finance documents);
- equal in right of payment to any of its unsecured indebtedness that also so subordinated;
- effectively junior in right of payment to any of its secured indebtedness to the extent of the value of the assets securing such indebtedness; and
- structurally junior to all indebtedness and other liabilities (including trade payables) of the Issuer's subsidiaries.

Covenants......................... None, other than with respect to payment of principal and interest when due.

No Registration Rights; Transfer Restrictions......... None. The Issuer is not required and does not intend to register for the resale the Notes or the Shares issuable upon conversion of the Notes under the Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction. As a result, the Notes will be subject to restrictions on transferability and resale and holders may only resell the Notes or Shares issued upon conversion of the Notes, if any, pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws.

Absence of a Public Market for the Notes	The Notes are new securities and there is currently no established market for the Notes. Accordingly, the Issuer cannot assure you as to the development or liquidity of any market for the Notes. The Issuer is not required and does not intend to apply for a listing of the Notes on any securities exchange or any automated dealer quotation system.
Trustee, Paying Agent and Conversion Agent	To be selected by the Issuer in its reasonable discretion.
Governing Law	New York law will govern the indenture and the Notes.

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into as of [●], 2020, by and among GNC Holdings, Inc., a Delaware corporation (the "**Seller**"), and each of the other Assignors listed on Schedule I hereto (together with the Seller, the "**Assignors**" and each individually referred to as an "**Assignor**"), on the one hand, and [GNC Newco/GNC Canada Newco], a [●] (the "**Assignee**"), on the other hand. The Assignors and the Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WHEREAS, Assignors and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "**Buyer**") are parties to that certain Stalking Horse Agreement dated as of August 7, 2020 (the "**Stalking Horse Agreement**"), pursuant to which the Buyer, through its designee ZT Biopharmaceutical LLC (the "**Buyer Designee**"), has agreed to purchase from the Selling Entities, and the Selling Entities have agreed to sell to the Buyer, the Purchased Assets, and the Buyer, through the Buyer Designee, has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Stalking Horse Agreement and further subject to any Final Orders of the Bankruptcy Court in the Bankruptcy Case and the Canadian Court in the CCAA Case; and

WHEREAS, in connection with the Closing of the transactions contemplated by the Stalking Horse Agreement, each of the Selling Entities have agreed to deliver this Agreement to the Buyer.

NOW, THEREFORE, in accordance with the Stalking Horse Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Stalking Horse Agreement.

Section 2. **Assignment and Assumption of Liabilities.** Upon the terms and subject to the conditions set forth in the Stalking Horse Agreement, the Sale Order and the Canadian Sale Approval and Vesting Order, the Assignors hereby assign, convey, transfer, set over and deliver to the Assignee, effective as of the Closing, each of the Assumed Liabilities and the Assignee hereby assumes, and agrees to pay, perform and discharge when due all of the Assumed Liabilities.

Section 3. **Liabilities not Assumed**. No Assignee shall assume or be obligated to pay, perform or otherwise discharge any of the Excluded Liabilities.

Section 4. **Terms of the Stalking Horse Agreement.** Each of the Assignors and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Stalking Horse Agreement, and any limitations thereto, shall not be superseded hereby but shall

remain in full force and effect to the full extent provided therein. This Agreement is subject in all respects to the terms of the Stalking Horse Agreement and, in the event of any conflict or inconsistency between the terms of the Stalking Horse Agreement and the terms hereof, the terms of the Stalking Horse Agreement shall govern.

Section 5. **No Third Party Beneficiaries**. This Agreement shall not confer any rights or remedies upon any Person other than the Assignors and Assignee and their respective successors and permitted assigns.

Section 6. **Succession and Assignment**. This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Assignors, the trustee in the Bankruptcy Case; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 7. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code and the CCAA apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. **Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts and Electronic Signature**. This Agreement may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

Section 10. **Incorporation By Reference**. The terms set forth in Section 1.2 (*Construction*), Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.5 (*Severability*), Section 10.8 (*Submission to Jurisdiction; WAIVER OF JURY TRIAL*) and Section 10.12 (*Remedies*) of the Stalking Horse Agreement are incorporated by reference herein, except that, as applicable, any and all references to "this Agreement" shall mean and refer to this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNORS:

GNC HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PARENT LLC

By: ______________________________
Name:
Title:

GNC CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION CENTERS, INC.

By: ______________________________
Name:
Title:

GENERAL NUTRITION CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION INVESTMENT COMPANY

By: ________________________________
Name:
Title:

LUCKY OLDCO CORPORATION

By: ________________________________
Name:
Title:

GNC FUNDING, INC.

By: ________________________________
Name:
Title:

GNC INTERNATIONAL HOLDINGS, INC.

By: ________________________________
Name:
Title:

GNC HEADQUARTERS, LLC

By: ________________________________
Name:
Title:

GUSTINE SIXTH AVENUE ASSOCIATES, LTD.

By: ________________________________
Name:
Title:

GENERAL NUTRITION CENTRES COMPANY

By: ____________________________________
Name:
Title:

GNC GOVERNMENT SERVICES, LLC

By: ____________________________________
Name:
Title:

GNC CANADA HOLDINGS, INC.

By: ____________________________________
Name:
Title:

GNC PUERTO RICO HOLDINGS, INC.

By: ____________________________________
Name:
Title:

GNC PUERTO RICO, LLC

By: ____________________________________
Name:
Title:

GNC CHINA HOLDCO, LLC

By: ____________________________________
Name:
Title:

ASSIGNEE

[GNC NEWCO/GNC CANADA NEWCO]

By: ____
Name:
Title:

SCHEDULE I

OTHER ASSIGNORS

1. General Nutrition Centers, Inc.
2. General Nutrition Centres Company
3. General Nutrition Corporation
4. General Nutrition Investment Company
5. GNC Canada Holdings, Inc.
6. GNC China Holdco, LLC
7. GNC Corporation
8. GNC Funding, Inc.
9. GNC Government Services, LLC
10. GNC Headquarters LLC
11. GNC International Holdings Inc.
12. GNC Parent LLC
13. GNC Puerto Rico Holdings, Inc.
14. GNC Puerto Rico, LLC
15. Gustine Sixth Avenue Associated, Ltd.
16. Lucky Oldco Corporation

EXHIBIT B

FORM OF BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is made and entered into as of [●], 2020, by and among GNC Holdings, Inc., a Delaware corporation (the "**Seller**"), and each of the other Selling Entities listed on Schedule I hereto (together with the Seller, the "**Selling Entities**" and each individually referred to as a "**Selling Entity**"), on the one hand, and [GNC Newco/GNC Canada Newco], a [●] ("[**GNC Newco/GNC Canada Newco]**"), on the other hand. The Selling Entities and GNC Newco are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WHEREAS, the Selling Entities and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "**Buyer**") are parties to that certain Stalking Horse Agreement dated as of August 7, 2020 (the "**Stalking Horse Agreement**"), pursuant to which the Buyer, through its designee ZT Biopharmaceutical LLC (the "**Buyer Designee**"), has agreed to purchase from the Selling Entities, and the Selling Entities have agreed to sell to the Buyer, the Purchased Assets, and the Buyer, through the Buyer Designee, has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Stalking Horse Agreement and further subject to any Final Orders of the Bankruptcy Court in the Bankruptcy Case and the Canadian Court in the CCAA Case; and

WHEREAS, in connection with the Closing of the transactions contemplated by the Stalking Horse Agreement, each of the Selling Entities have agreed to deliver this Bill of Sale to the Buyer.

NOW, THEREFORE, in accordance with the Stalking Horse Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Selling Entities and [GNC Newco/GNC Canada Newco], intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Stalking Horse Agreement.

Section 2. Sale and Transfer of Purchased Assets. Upon the terms contained in the Stalking Horse Agreement and pursuant to the terms of the Sale Order and the Canadian Sale Approval and Vesting Order, each Selling Entity hereby irrevocably sells, assigns, conveys, transfers and delivers to [GNC Newco/GNC Canada Newco] and its successors and assigns, effective as of the Closing, all of such Selling Entity's right, title and interest, free and clear of any and all Encumbrances (other than the Permitted Encumbrances), in and to all of the Purchased Assets.

Section 3. Excluded Assets. The Selling Entities do not, and in no event shall the Selling Entities be deemed to, sell, assign, convey, transfer or deliver, and the Selling Entities hereby retain all of the rights, title and interest to, in and under the Excluded Assets, as provided in Section 2.2 (*Excluded Assets*) of the Stalking Horse Agreement.

Section 4. Terms of the Stalking Horse Agreement. The representations, warranties and agreements contained in the Stalking Horse Agreement, and any limitations thereon, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Bill of Sale is subject in all respects to the terms of the Stalking Horse Agreement and, in the event of any conflict or inconsistency between the terms of the Stalking Horse Agreement and the terms hereof, the terms of the Stalking Horse Agreement shall govern.

Section 5. No Third Party Beneficiaries. This Bill of Sale shall not confer any rights or remedies upon any Person other than the Selling Entities and [GNC Newco/GNC Canada Newco] and their respective successors and permitted assigns.

Section 6. Succession and Assignment. This Bill of Sale and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Selling Entities and [GNC Newco/GNC Canada Newco] and their respective successors and permitted assigns, including, in the case of the Selling Entities, the trustee in the Bankruptcy Case; provided, however, that no assignment by any party shall relieve such party of any of its obligations hereunder.

Section 7. Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code and the CCAA apply, this Bill of Sale, and all claims and causes of action arising out of, based upon, or related to this Bill of Sale or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. Headings. The section headings contained in this Bill of Sale are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Bill of Sale.

Section 9. Counterparts and Electronic Signature. This Bill of Sale may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

Section 10. Incorporation By Reference. The terms set forth in Section 1.2 (*Construction*), Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.5 (*Severability*), Section 10.8 (*Submission to Jurisdiction; WAIVER OF JURY TRIAL*) and Section 10.12 (*Remedies*) of the Stalking Horse Agreement are incorporated by reference herein, except that, as applicable, any and all references to “this Agreement” shall mean and refer to this Bill of Sale.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

SELLING ENTITIES:

GNC HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PARENT LLC

By: ______________________________
Name:
Title:

GNC CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION CENTERS, INC.

By: ______________________________
Name:
Title:

GENERAL NUTRITION CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION INVESTMENT COMPANY

By: ____________________________________
Name:
Title:

LUCKY OLDCO CORPORATION

By: ____________________________________
Name:
Title:

GNC FUNDING, INC.

By: ____________________________________
Name:
Title:

GNC INTERNATIONAL HOLDINGS, INC.

By: ____________________________________
Name:
Title:

GNC HEADQUARTERS, LLC

By: ____________________________________
Name:
Title:

GUSTINE SIXTH AVENUE ASSOCIATES, LTD.

By: ____________________________________
Name:
Title:

GENERAL NUTRITION CENTRES COMPANY

By: ______________________________
Name:
Title:

GNC GOVERNMENT SERVICES, LLC

By: ______________________________
Name:
Title:

GNC CANADA HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PUERTO RICO HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PUERTO RICO, LLC

By: ______________________________
Name:
Title:

GNC CHINA HOLDCO, LLC

By: ______________________________
Name:
Title:

Acknowledged and agreed:

[GNC NEWCO/GNC CANADA NEWCO]:

[GNC NEWCO/GNC CANADA NEWCO]

By: ______________________________________
Name:
Title:

SCHEDULE I

OTHER SELLING ENTITIES

1. General Nutrition Centers, Inc.
2. General Nutrition Centres Company
3. General Nutrition Corporation
4. General Nutrition Investment Company
5. GNC Canada Holdings, Inc.
6. GNC China Holdco, LLC
7. GNC Corporation
8. GNC Funding, Inc.
9. GNC Government Services, LLC
10. GNC Headquarters LLC
11. GNC International Holdings Inc.
12. GNC Parent LLC
13. GNC Puerto Rico Holdings, Inc.
14. GNC Puerto Rico, LLC
15. Gustine Sixth Avenue Associated, Ltd.
16. Lucky Oldco Corporation

EXHIBIT C

FORM OF COPYRIGHT ASSIGNMENT

THIS COPYRIGHT ASSIGNMENT (together with all Schedules hereto, this "**Agreement**") is made and entered into as of [●], 2020, by and among GNC Holdings, Inc., a Delaware corporation (the "**Seller**"), and each of the other Assignors identified on the signatures page hereto (together with the Seller, the "**Assignors**" and each individually referred to as an "**Assignor**"), on the one hand, and [GNC Newco/GNC Canada Newco], a [●] (the "**Assignee**"), on the other hand. The Assignors and the Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WHEREAS, Assignors and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "**Buyer**") are parties to that certain Stalking Horse Agreement dated as of August 7, 2020 (the "**Purchase Agreement**"), pursuant to which the Buyer has agreed to purchase from the Selling Entities, and the Selling Entities have agreed to sell to the Buyer (or its designee), the Purchased Assets, and the Buyer (itself or through its designee) has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and further subject to any Final Orders of the Bankruptcy Court in the Bankruptcy Case and the Canadian Court in the CCAA Case;

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignors and Assignee have entered into that certain Assignment and Assumption Agreement contemporaneously herewith, pursuant to which the Assignors sell, assign, convey, transfer and deliver to the Assignee, and the Assignee purchases and acquires, all right, title and interest in and to the Purchased Assets, including the Seller IP; and

WHEREAS, the Seller IP includes any and all copyrights, copyright registrations, and copyright applications owned by the Assignors, including those set forth on Schedule I hereto, together with any and all rights in or relating to any and all registrations and applications for registration, issuances, renewals, extensions and works of authorship embodied therein (collectively, the "**Assigned Copyrights**"), and the Seller and the Buyer have agreed to have the Assignors execute and deliver this Agreement to the Assignee for purposes of evidencing, effectuating (solely to the extent not effectuated by, and without limiting, the assignment pursuant to the Assignment and Assumption Agreement), and recording the assignment of the Assigned Copyrights to the Assignee in the United States Copyright Office or the applicable offices of any other relevant jurisdiction.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. **Assignment.** Solely to the extent not effectuated by, and without limiting the assignment pursuant to the Assignment and Assumption Agreement, each Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, transfers and delivers to the Assignee on behalf of itself and its successors and assigns to have and to hold forever, all of its entire worldwide right, title, and interest in and to (a) the Assigned Copyrights, and (b) (i) any and all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable Law; (ii) royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iii) claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including rights to prosecute, sue, enforce, or recover or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any of the foregoing, in each case free and clear of all Encumbrances (other than the Permitted Encumbrances), without representation or warranty of any kind (except as provided in the Purchase Agreement), the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein.

Section 3. **Recordation**. Each Assignor hereby authorizes the Register of Copyright for the United States Copyright Office and all similar or corresponding foreign Governmental Bodies to record and register this Assignment upon request by Assignee and to identify and register the Assignee as the legal and beneficial owner all of the Assigned Copyrights.

Section 4. **Terms of the Purchase Agreement.** Each of the Assignors and Assignee acknowledges and agrees that the representations, warranties, obligations, covenants and agreements contained in the Purchase Agreement and the Assignment and Assumption Agreement, and any limitations contained therein, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Agreement is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 5. **No Third Party Beneficiaries**. This Agreement shall not confer any rights or remedies upon any Person other than the Assignors and Assignee and their respective successors and permitted assigns.

Section 6. **Succession and Assignment**. This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Assignors, the trustee in the Bankruptcy Case; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 7. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code and the CCAA apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State

of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. **Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts and Electronic Signature**. This Agreement may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

(Signature page follows)

IN WITNESS WHEREOF, the duly authorized representative of each Assignor has executed this Copyright Assignment as of the date first above written.

ASSIGNORS

GNC HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PARENT LLC

By: ______________________________
Name:
Title:

GNC CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION CENTERS, INC.

By: ______________________________
Name:
Title:

GENERAL NUTRITION CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION INVESTMENT COMPANY

By: ______________________________
Name:
Title:

LUCKY OLDCO CORPORATION

By: ______________________________
Name:
Title:

GNC FUNDING, INC.

By: ______________________________
Name:
Title:

GNC INTERNATIONAL HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC HEADQUARTERS, LLC

By: ______________________________
Name:
Title:

GUSTINE SIXTH AVENUE ASSOCIATES, LTD.

By: ______________________________
Name:
Title:

GENERAL NUTRITION CENTRES COMPANY

By: ___________________________________
Name:
Title:

GNC GOVERNMENT SERVICES, LLC

By: ___________________________________
Name:
Title:

GNC CANADA HOLDINGS, INC.

By: ___________________________________
Name:
Title:

GNC PUERTO RICO HOLDINGS, INC.

By: ___________________________________
Name:
Title:

GNC PUERTO RICO, LLC

By: ___________________________________
Name:
Title:

GNC CHINA HOLDCO, LLC

By: ___________________________________
Name:
Title:

ACCEPTED AND AGREED:

ASSIGNEE

[GNC NEWCO/ GNC CANADA NEWCO]

By: ______________________________________
Name:
Title:

SCHEDULE I

COPYRIGHTS AND COPYRIGHT APPLICATIONS

EXHIBIT C

FORM OF PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (together with all Schedules hereto, this "**Agreement**") is made and entered into as of [●], 2020, by and among GNC Holdings, Inc., a Delaware corporation (the "**Seller**"), and each of the other Assignors identified on the signatures page hereto (together with the Seller, the "**Assignors**" and each individually referred to as an "**Assignor**"), on the one hand, and [GNC Newco/GNC Canada Newco], a [●] (the "**Assignee**"), on the other hand. The Assignors and the Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WHEREAS, Assignors and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "**Buyer**") are parties to that certain Stalking Horse Agreement dated as of August 7, 2020 (the "**Purchase Agreement**"), pursuant to which the Buyer has agreed to purchase from the Selling Entities, and the Selling Entities have agreed to sell to the Buyer (or its designee), the Purchased Assets, and the Buyer (itself or through its designee) has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and further subject to any Final Orders of the Bankruptcy Court in the Bankruptcy Case and the Canadian Court in the CCAA Case;

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignors and Assignee have entered into that certain Assignment and Assumption Agreement contemporaneously herewith, pursuant to which the Assignors sell, assign, convey, transfer and deliver to the Assignee, and the Assignee purchases and acquires, all right, title and interest in and to the Purchased Assets, including the Seller IP; and

WHEREAS, the Seller IP includes any and all patents and patent applications owned by the Assignors, including those set forth on Schedule I hereto, together with any and all (a) rights in or relating to any and all registrations, issuances, provisionals, reissuances, continuations, continuations-in-part, continuing prosecution applications, revisions, substitutions, reexaminations, renewals, extensions, combinations, divisions and reissues, and foreign counterparts of any of the foregoing; and (b) inventions claimed therein and any and all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable Law (collectively, the "**Assigned Patents**"), and the Seller and the Buyer have agreed to have the Assignors execute and deliver this Agreement to the Assignee for purposes of evidencing, effectuating (solely to the extent not effectuated by, and without limiting, the assignment pursuant to the Assignment and Assumption Agreement), and recording the assignment of the Assigned Patents to the Assignee in the United States Patent and Trademark Office or the applicable offices of any other relevant jurisdiction.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. **Assignment.** Solely to the extent not effectuated by, and without limiting, the assignment pursuant to the Assignment and Assumption Agreement, each Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, transfers and delivers to the Assignee on behalf of itself and its successors and assigns to have and to hold forever, all of its entire worldwide right, title, benefit, privileges, and interest in and to (a) the Assigned Patents, and (b) (i) all rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable Law; (ii) royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iii) claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including rights to prosecute, sue, enforce, or recover or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any of the foregoing, in each case free and clear of all Encumbrances (other than the Permitted Encumbrances), without representation or warranty of any kind (except as provided in the Purchase Agreement), the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein.

Section 3. **Recordation**. Each Assignor hereby authorizes the Commissioner of Patents of the United States Patent and Trademark Office and all similar or corresponding foreign Governmental Bodies to record and register this Assignment upon request by the Assignee and to identify and register the Assignee as the legal and beneficial owner all of the Assigned Patents.

Section 4. **Terms of the Purchase Agreement.** Each of the Assignors and Assignee acknowledges and agrees that the representations, warranties, obligations, covenants and agreements contained in the Purchase Agreement and the Assignment and Assumption Agreement, and any limitations contained therein, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Agreement is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 5. **No Third Party Beneficiaries**. This Agreement shall not confer any rights or remedies upon any Person other than the Assignors and Assignee and their respective successors and permitted assigns.

Section 6. **Succession and Assignment**. This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Assignors, the trustee in the Bankruptcy Case; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 7. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code and the CCAA apply, this Agreement, and all claims and causes of action arising out of,

based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. **Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts and Electronic Signature**. This Agreement may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

(Signature page follows)

IN WITNESS WHEREOF, the duly authorized representative of each Assignor has executed this Patent Assignment as of the date first above written.

ASSIGNORS

GNC HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PARENT LLC

By: ______________________________
Name:
Title:

GNC CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION CENTERS, INC.

By: ______________________________
Name:
Title:

GENERAL NUTRITION CORPORATION

By: ______________________________
Name:
Title:

GENERAL NUTRITION INVESTMENT COMPANY

By: ________________________________
Name:
Title:

LUCKY OLDCO CORPORATION

By: ________________________________
Name:
Title:

GNC FUNDING, INC.

By: ________________________________
Name:
Title:

GNC INTERNATIONAL HOLDINGS, INC.

By: ________________________________
Name:
Title:

GNC HEADQUARTERS, LLC

By: ________________________________
Name:
Title:

GUSTINE SIXTH AVENUE ASSOCIATES, LTD.

By: ________________________________
Name:
Title:

GENERAL NUTRITION CENTRES COMPANY

By: ______________________________
Name:
Title:

GNC GOVERNMENT SERVICES, LLC

By: ______________________________
Name:
Title:

GNC CANADA HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PUERTO RICO HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PUERTO RICO, LLC

By: ______________________________
Name:
Title:

GNC CHINA HOLDCO, LLC

By: ______________________________
Name:
Title:

ACCEPTED AND AGREED:

ASSIGNEE

[GNC NEWCO/ GNC CANADA NEWCO]

By: ______________________________________
Name:
Title:

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

EXHIBIT C

FORM OF TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (together with all Schedules hereto, this "**Agreement**") is made and entered into as of [●], 2020, by and among GNC Holdings, Inc., a Delaware corporation (the "**Seller**"), and each of the other Assignors identified on the signatures page hereto (together with the Seller, the "**Assignors**" and each individually referred to as an "**Assignor**"), on the one hand, and [GNC Newco/GNC Canada Newco], a [●] (the "**Assignee**"), on the other hand. The Assignors and the Assignee are collectively referred to herein as the "**Parties**" and individually as a "**Party**."

WHEREAS, Assignors and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "**Buyer**") are parties to that certain Stalking Horse Agreement dated as of August 7, 2020 (the "**Purchase Agreement**"), pursuant to which the Buyer has agreed to purchase from the Selling Entities, and the Selling Entities have agreed to sell to the Buyer (or its designee), the Purchased Assets, and the Buyer (itself or through its designee) has agreed to assume from the Selling Entities the Assumed Liabilities, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and further subject to any Final Orders of the Bankruptcy Court in the Bankruptcy Case and the Canadian Court in the CCAA Case;

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignors and Assignee have entered into that certain Assignment and Assumption Agreement contemporaneously herewith, pursuant to which the Assignors sell, assign, convey, transfer and deliver to the Assignee, and the Assignee purchases and acquires, all right, title and interest in and to the Purchased Assets, including the Seller IP; and

WHEREAS, the Seller IP includes all trademarks, service marks, trade names, brand names, product names, logos, trade styles, trade dress, corporate names, domain names, slogans and other indicia of source or origin ("**Marks**"), owned by the Assignors, including all GNC Names and Marks (as defined in the Purchase Agreement) and those Marks set forth on Schedule I hereto, together with any and all (a) rights in or relating to any and all registrations, issuances, renewals, extensions, and foreign counterparts of any of the foregoing; (b) any and all goodwill associated therewith or symbolized thereby (collectively the "**Assigned Trademarks**"), and the Seller and the Buyer have agreed to have the Assignors execute and deliver this Agreement to the Assignee for purposes of evidencing, effectuating (solely to the extent not effectuated by, and without limiting, the assignment pursuant to the Assignment and Assumption Agreement), and recording the assignment of the Assigned Trademarks to the Assignee in the United States Patent and Trademark Office or the applicable offices of any other relevant jurisdiction.

NOW, THEREFORE, in consideration of the foregoing, the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement.

Section 2. **Assignment.** Solely to the extent not effectuated by, and without limiting, the assignment pursuant to the Assignment and Assumption Agreement, each Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, transfers and delivers to the Assignee on behalf of itself and its successors and assigns to have and to hold forever, all of its entire worldwide right, title, and interest in and to (a) the Assigned Trademarks, and (b) (i) any and all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable Law; (ii) royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (iii) claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including rights to prosecute, sue, enforce, or recover or retain damages, costs, or attorneys' fees with respect to the past, present and future infringement, misappropriation, dilution, unauthorized use or disclosure, or other violation of any of the foregoing, in each case free and clear of all Encumbrances (other than the Permitted Encumbrances), without representation or warranty of any kind (except as provided in the Purchase Agreement), the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein.

Section 3. **Recordation**. Each Assignor hereby authorizes the Commissioner of Trademarks in the Patent and Trademark Office and all similar or corresponding foreign Governmental Bodies to record and register this Assignment upon request by Assignee and to identify and register the Assignee as the legal and beneficial owner all of the Assigned Trademarks.

Section 4. **Terms of the Purchase Agreement.** Each of the Assignors and Assignee acknowledges and agrees that the representations, warranties, obligations, covenants, and agreements contained in the Purchase Agreement and the Assignment and Assumption Agreement, and any limitations contained therein, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Agreement is subject in all respects to the terms of the Purchase Agreement and, in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 5. **No Third Party Beneficiaries**. This Agreement shall not confer any rights or remedies upon any Person other than the Assignors and Assignee and their respective successors and permitted assigns.

Section 6. **Succession and Assignment**. This Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of the Assignors, the trustee in the Bankruptcy Case; provided, however, that no assignment by any Party shall relieve such Party of any of its obligations hereunder.

Section 7. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code and the CCAA apply, this Agreement, and all claims and causes of action arising out of,

based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

Section 8. **Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9. **Counterparts and Electronic Signature**. This Agreement may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

(Signature page follows)

IN WITNESS WHEREOF, the duly authorized representative of each Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNORS

GNC HOLDINGS, INC.

By: ___________________________
Name:
Title:

GNC PARENT LLC

By: ___________________________
Name:
Title:

GNC CORPORATION

By: ___________________________
Name:
Title:

GENERAL NUTRITION CENTERS, INC.

By: ___________________________
Name:
Title:

GENERAL NUTRITION CORPORATION

By: ___________________________
Name:
Title:

GENERAL NUTRITION INVESTMENT COMPANY

By: ______________________________
Name:
Title:

LUCKY OLDCO CORPORATION

By: ______________________________
Name:
Title:

GNC FUNDING, INC.

By: ______________________________
Name:
Title:

GNC INTERNATIONAL HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC HEADQUARTERS, LLC

By: ______________________________
Name:
Title:

GUSTINE SIXTH AVENUE ASSOCIATES, LTD.

By: ______________________________
Name:
Title:

GENERAL NUTRITION CENTRES COMPANY

By: ______________________________
Name:
Title:

GNC GOVERNMENT SERVICES, LLC

By: ______________________________
Name:
Title:

GNC CANADA HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PUERTO RICO HOLDINGS, INC.

By: ______________________________
Name:
Title:

GNC PUERTO RICO, LLC

By: ______________________________
Name:
Title:

GNC CHINA HOLDCO, LLC

By: ______________________________
Name:
Title:

ACCEPTED AND AGREED:

ASSIGNEE

[GNC NEWCO/GNC CANADA NEWCO]

By: _______________________________________
Name:
Title:

SCHEDULE I

MARKS

EXHIBIT D

Notwithstanding anything herein to the contrary, the claims and rights of the Secured Parties and the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement or any Security Document, and the exercise of any right or remedy by the Collateral Agent hereunder or thereunder are subject to the provisions of that certain Intercreditor and Subordination Agreement, dated as of [●], 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "BOC Intercreditor and Subordination Agreement"), between Bank of China, Macau Branch, as the first lien agent and the Collateral Agent, as the second lien agent, and acknowledged by the Loan Parties. In the event of any conflict between the terms of the BOC Intercreditor and Subordination Agreement and this Agreement or any Security Document, the BOC Intercreditor and Subordination Agreement shall govern and control.

$[●]

SECOND LIEN TERM LOAN CREDIT AGREEMENT[1]

among

[GNC HOLDINGS, LLC][2],

as Borrower,

The Several Lenders
from Time to Time Parties Hereto,

GLAS TRUST COMPANY LLC,
as Collateral Agent

and

GLAS TRUST COMPANY LLC,
as Administrative Agent

Dated as of [●], 2020

---

[1] NTD: Subject to finalization of the BOC Facilities Agreement and BOC Intercreditor and Subordination Agreement.
[2] NTD: To be GNC Delaware Newco.

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F	Form of Borrowing Request
G	Security Principles

SECOND LIEN TERM LOAN CREDIT AGREEMENT, dated as of [●], 2020, among [GNC HOLDINGS, LLC], a [Delaware limited liability company] (the "Borrower"), GNC CORPORATION, as the initial Lender (in such capacity, the "Initial Lender"), the several banks and other financial institutions or entities from time to time parties to this Agreement (collectively, with the Initial Lender, the "Lenders"), GLAS TRUST COMPANY LLC, as administrative agent (together with its successors in such capacity, the "Administrative Agent") and GLAS TRUST COMPANY LLC, as collateral agent (together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

1. GNC Holdings , Inc., a Delaware corporation ("Old GNC") and certain of its Subsidiaries (collectively, the "Chapter 11 Debtors") commenced voluntary cases (the "Chapter 11 Cases") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on June 23, 2020, and continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code (as defined below);

2. Seller, in its capacity as foreign representative on behalf of the Loan Parties, commenced a recognition proceeding under Part IV of the *Companies' Creditors Arrangement Act* in the Ontario Superior Court of Justice (Commercial List) to recognize in Canada the Chapter 11 Cases as "foreign main proceedings";

3. In connection with the Chapter 11 Cases and the occurrence of the Sale Order (as defined below), Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated under the laws of the People's Republic of China (the "Buyer") and the direct parent company of Harbin Pharmaceutical Group Holding Co., Ltd., a Hong Kong limited company, which is the direct parent company of the Parent, has entered into the Stalking Horse Agreement (as defined below), pursuant to which the Selling Entities (as defined in the Stalking Horse Agreement) shall sell, transfer and assign the "Purchased Assets" and "Assumed Liabilities (each as defined in the Stalking Horse Agreement) on the Closing Date to the Buyer (such sale, transfer and assignment, collectively, the "Sale"; and

4. [In accordance with the Sale Order and as consideration for the consummation of the Sale, the Lenders shall be deemed to have made term loans on the Closing Date to the Borrower in an aggregate principal amount equal to the Funded Loan Amount (as defined below) of such Lender, which will be used on the Closing Date, as consideration for the consummation of the Sale in accordance with the Sale Order.][3]

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

[3] NTD: Subject to final structure of sale.

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1. With respect to material defined terms that are defined by reference to the BOC Facilities Agreement (or the Security Principles), such terms that are part of provisions that if breached would cause a Second Lien Default (as defined in the BOC Intercreditor and Subordination Agreement) shall have the meaning given to such terms in the BOC Facilities Agreement (or the Security Principles) as in effect on the date hereof, without regard to subsequent amendments to the BOC Facilities Agreement (or the Security Principles) unless consented to in writing by the Required Lenders.

"ABR": when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Additional Guarantor": any Person which becomes a party to the Guarantee and Collateral Agreement, or with respect to a Person that constitutes a Foreign Subsidiary, the applicable guaranty, as a "Guarantor" in accordance with the applicable Loan Documents (including Section 5.7 hereof).

"Adjusted EBITDA": as defined in the BOC Facilities Agreement.

"Adjusted LIBO Rate": with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (a)(i) the LIBO Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate and (b) 0.00%.

"Administrative Agent": as defined in the preamble hereto.

"Administrative Questionnaire": an administrative questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution": (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Affiliated Lender": any Affiliate of the Borrower other than (i) Borrower or any Subsidiary of the Borrower and (ii) any natural Person.

"Affiliated Lender Assignment and Assumption": as defined in Section 9.4(g).

"Agents": the collective reference to the Administrative Agent and the Collateral Agent.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to the aggregate then unpaid principal amount of such Lender's Loans.

"Aggregate Exposure Percentage": with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

"Agreement": this Second Lien Term Loan Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Alternate Base Rate": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1% and (d) with respect to ABR Loans, 1.00%; provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the Screen Rate (or if the Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.17 hereof, then the Alternate Base Rate shall be the greatest of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Anti-Corruption Laws": as applicable, the U.S. Foreign Corrupt Practices Act of 1977, as amended and any similar anti-bribery laws, rules or regulations issued, administered or enforced by any Governmental Authority having jurisdiction over any Group Member.

"Anti-Money Laundering Laws": all applicable anti-money laundering laws and all applicable rules, regulations and guidelines issued, administered or enforced by any Governmental Authority having jurisdiction over any Group Member pursuant to such laws.

"Applicable Margin": (a) for Eurodollar Loans, 6.00% per annum and (b) for ABR Loans, 5.00% per annum.

"Appointing Lender": each of (a) [HG Vora], (b) [Franklin], (c) [MarbleRidge], and (d) [Tor].

"Approved Fund": any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit as its primary activity and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Plan of Reorganization": has the meaning assigned to the term "Plan" in the Stalking Horse Agreement.

"Approved Plan of Reorganization Effective Date": has the meaning assigned to the term "Effective Date" in the Stalking Horse Agreement.

"Assignment and Assumption": an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4), and accepted by the Administrative Agent, in the form of Exhibit C-1 or any other form approved by the Administrative Agent and the Borrower.

"Attributable Indebtedness": when used with respect to any Sale and Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Borrower's then-current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale and Leaseback Transaction.

"Auditors": any one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte LLP and any successor of any of the foregoing.

"Bail-in Action": the exercise of any Write Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation": (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Bankruptcy Court": as defined in the recitals hereto.

"Bankruptcy Event": with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, interim receiver, monitor, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benefit Plan": any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Board": the Board of Governors of the Federal Reserve System of the United States of America (or any successor).

"BOC Agent": as defined in the definition of "BOC Facilities Agreement".

"BOC Facilities Agreement": that certain Facilities Agreement, dated [●], 2020, between the Borrower, Bank of China Limited, Macau Branch, as mandated lead arranger and bookrunner, Bank of China Limited, Macau Branch, as agent (in such capacity, together with its successors and assigns, the "BOC Agent"), Bank of China Limited, Macau Branch, as security agent (in such capacity, together with its successors and assigns, the "BOC Security Agent") and the financial institutions or entities from time to time party thereto as lenders, as amended, restated, amended and restated, renewed, refinanced, supplemented or otherwise modified from time to time in accordance with the BOC Intercreditor and Subordination Agreement.

"BOC Finance Documents": the BOC Facilities Agreement and the other "Finance Documents" under and as defined in the BOC Facilities Agreement.

"BOC Intercreditor and Subordination Agreement": that certain Intercreditor and Subordination Agreement, dated as of [●], 2020, by and between the BOC Agent, the BOC Security Agent, the Administrative Agent and the Collateral Agent, and acknowledged and agreed to by the Loan Parties, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"BOC Obligations": the "Secured Liabilities" as defined in the BOC Facilities Agreement.

"BOC Security Agent": as defined in the definition of "BOC Facilities Agreement".

"Borrower": as defined in the preamble hereto.

"Borrower Materials": as defined in Section 5.2.

"Borrowing": Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request": a request by the Borrower for a Borrowing substantially in the form of Exhibit G.

"Budget": as defined under the BOC Facilities Agreement.

"Buyer": as defined in the recitals to this Agreement.

"Business Acquisition": as defined in the BOC Facilities Agreement.

"Business Day": any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that are required to be capitalized under GAAP on a balance sheet of such Person, it being understood that Capital Expenditures do not include amounts expended to purchase assets constituting an on-going business, including, without limitation, investments that constitute Permitted Acquisitions.

"Capital Lease Obligations": with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet (excluding the footnotes thereto) of such Person under GAAP; and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing, including convertible securities but excluding debt securities convertible or exchangeable into any of the foregoing.

"CARES Act": the Coronavirus Aid, Relief, and Economic Security (CARES) Act (2020).

"Cash Equivalents": (a) United States and Canadian dollars; (b) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by it from time to time in the ordinary course of business and not for speculation; (c) securities and other obligations issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition; (d) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any Lender or with any domestic or foreign bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia or any U.S. branch of a foreign bank having, capital and surplus of not less than $500,000,000; (e) repurchase obligations for underlying securities of the types described in clauses (c) and (d) above or clause (g) below

entered into with any financial institution meeting the qualifications specified in clause (d) above; (f) commercial paper rated at least P-2 by Moody's Investor Service, Inc. or at least A-2 by Standard & Poor's Rating Services (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, maturing within one year after the date of acquisition; (g) marketable short-term money market and similar highly liquid funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (h) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an investment grade rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with maturities of one year or less from the date of acquisition; (i) Investments with average maturities of one year or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); [(j) short-term obligations of, or fully guaranteed by, the government of Canada, (k) short-term obligations of, or fully guaranteed by, the government of a Province of Canada, in each case having a rating of "A-" (or the then equivalent grade) or better by a nationally recognized rating agency] and (l) investment funds investing substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (k) of this definition.

In the case of Investments by any Foreign Subsidiary that is a Restricted Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (a) through (l) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by the Foreign Subsidiaries that are Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (a) through (l) and in this paragraph.

Notwithstanding the foregoing, Cash Equivalents shall also include amounts denominated in currencies other than those set forth in clause (a) above, provided that such amounts are converted into Dollars as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

"Cash Management Obligations": obligations owed by any Loan Party to any counterparty in respect of or in connection with Cash Management Services.

"Cash Management Services": any treasury, depositary, pooling, netting, overdraft, stored value card, purchase card (including so-called "procurement cards" or "P-cards"), debit card, credit card, cash management and similar services and any automated clearing house transfer of funds.

"CFC Group Member": any Group Member that is a (a) "controlled foreign corporation" within the meaning of Section 957 the Code or that is a direct or indirect Subsidiary of such a controlled foreign corporation and (b) direct or indirect Subsidiary of a Group Member that is incorporated or established in the U.S.

"Change in Law": (a) the adoption of any law, rule or regulation after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder, or (c) compliance by any Lender (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder. Notwithstanding anything herein to the contrary (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"Change in US Tax Law": as defined under the BOC Facilities Agreement.

"Change of Control": as defined under the BOC Facilities Agreement (as in effect on the date hereof).

"Chapter 11 Cases": as defined in the recitals hereto.

"Chapter 11 Debtors": as defined in the recitals hereto.

"Clean-Up Date":

(a) in respect of the Sale, the date falling 150 days after the Closing Date; and

(b) in respect of any Permitted Acquisition (that constitutes a Business Acquisition pursuant to which a person (that is not a Group Member prior to the closing of such Business Acquisition) becomes a Group Member) consummated thereafter, the date falling 120 days from the date of consummation of such Permitted Acquisition.

"Clean-Up Default": an Event of Default other than an Event of Default under any of Section 7.1(a), 7.1(f), 7.1(g) or 7.1(h), in each case, but only to the extent that such breach constitutes a breach of any Non Clean-Up Undertaking.

"Clean-Up Representation": any of the representations and warranties (other than with respect to the Borrower) under Section 3.

"Clean-Up Undertaking": any of the affirmative and negative covenants (other than with respect to the Borrower) set forth in Articles V or VI, other than any Non Clean-Up Undertaking.

"Closing Date": the date on which the conditions precedent set forth in Section 4 of this Agreement have been satisfied or waived.

"Closing Date Material Subsidiaries": those Subsidiaries of the Borrower set forth on Schedule 5.7 attached hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all Property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document. The term "Collateral" shall not include any Excluded Assets.

"Collateral Agent": as defined in the preamble hereto.

"Commodity Exchange Act": the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Sections 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Compliance Certificate": a certificate duly executed by a Responsible Officer, substantially in the form of Exhibit A, which shall include, the calculation of Leverage as of the last day of the end of the applicable fiscal quarter or fiscal year of the Borrower at any time (x) the Appointing Lenders hold, collectively, at least 10% of the aggregate principal amount of outstanding Loans and are not entitled to board observer rights pursuant to Section 9.24 and (y) at the Borrower's discretion.

"Contractual Obligation": with respect to any Person, any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Coverage Assets": as defined in Section 5.8(b).

"Coverage EBITDA": as defined in Section 5.8(a).

"Credit Party": the Administrative Agent, the Collateral Agent or any other Lender.

"Customary Intercreditor Agreement": to the extent executed in connection with the incurrence of secured Indebtedness incurred by a Loan Party, the Liens on the Collateral

securing which are intended to be junior to the Obligations with any Liens on the Collateral securing the Obligations.

"Debtor Relief Laws": the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States[, Canada] or other applicable jurisdictions from time to time in effect.

"Declining Lender": as defined in Section 2.13(f).

"Default": any of the events specified in Section 7, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed, within three Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after written request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans (unless such Lender indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance reasonably satisfactory to the Administrative Agent, or (d) has become the subject of a Bankruptcy Event or Bail-in Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"Disposition": with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof (excluding Liens); and the terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": any Capital Stock which, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (i) matures or is mandatorily redeemable (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, (ii) is redeemable at the option of the holder thereof (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), in whole or in part, (iii) provides for the scheduled payments or dividends in cash, or (iv) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock, in each case, prior to the date that is 91 days after the then Maturity Date at the time of issuance, except, in the case of clauses (i) and (ii), if as a result of a change of control event or asset sale or other Disposition or casualty event, so long as any rights of the holders thereof to require the redemption thereof upon the occurrence of such a change of control event or asset sale or other Disposition or casualty event are subject to the prior payment in full of the Obligations; provided that if such Capital Stock is issued pursuant to a plan for the benefit of employees of the Borrower or any of its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Disqualified Institution":

(a) any Person that is or controls a competitor of the Borrower or any of its Subsidiaries and is identified by the Borrower in writing to the Administrative Agent from time to time on or after the Closing Date; or

(b) any Affiliate of any of the foregoing Persons that is (i) reasonably identifiable solely on the basis of the similarity of such Affiliate's name (but excluding any such Affiliate that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and with respect to which such foregoing Person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such Affiliate) or (ii) identified by the Borrower to the Administrative Agent in writing from time to time on or after the Closing Date;

provided that any updates, modifications, deletions and/or supplements to the list of Disqualified Institutions, including the designation of any Disqualified Institution after the Closing Date pursuant to clause (a) or clause (b) above, (x) shall not apply retroactively to disqualify any Lender that has previously acquired an assignment or participation interest in any Loan (or that is a party to a pending assignment or participation as of the date of such designation), (y) shall be delivered by the Borrower to the Administrative Agent (and failure to so deliver any such update, modification, deletion and/or supplement shall render such update, modification, deletion and/or supplement not received and ineffective) and (z) shall become effective three Business Days after such update, modification, deletion and/or supplement is delivered in accordance with the foregoing clause (y).

"Dollars" and "$": lawful currency of the United States of America.

"Domestic Material Subsidiary": a Domestic Subsidiary that is a Material Subsidiary.

"Domestic Subsidiary": a Restricted Subsidiary that is incorporated, organized or otherwise formed under the laws of the United States, any State thereof or the District of Columbia.

"Dutch Auction": an auction of Loans conducted pursuant to Section 9.4(g) to allow a Purchasing Borrower Party to prepay Loans at a discount to par value and on a non pro rata basis in accordance with the applicable Dutch Auction Procedures.

"Dutch Auction Procedures": with respect to a purchase or prepayment of Loans by a Purchasing Borrower Party pursuant to Section 9.4(g), Dutch auction procedures as reasonably agreed upon by such Purchasing Borrower Party and the Required Lenders.

"EBITDA": is as defined in the BOC Facilities Agreement.

"ECF Period": each fiscal year of the Borrower beginning with the Borrower's 2020 fiscal year.

"ECF Prepayment Conditions":[4] each of the following conditions: (a) no "Event of Default" (as defined in the BOC Facilities Agreement) has occurred and is continuing under the BOC Facilities Agreement, [(b) after giving effect to the relevant prepayment, the Borrower and its Restricted Subsidiaries shall have cash and Cash Equivalents of no less than $50,000,000 in the aggregate] and (c) the Most Recent Leverage (as defined in the BOC Intercreditor and Subordination Agreement) (as at the time of such payment) calculated on a pro forma basis to give effect to such payment (as if such payment and any corresponding payment made or which is required to be made under the BOC Facilities Agreement were made on the last day of the Most Recent Relevant Period (as defined in the BOC Intercreditor and Subordination Agreement) as at the time of such payment) is less than or equal to 2.00:1.00.

"EEA Financial Institution": (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": any member state of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority": any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

[4] NTD: Subject to final BOC Intercreditor and Subordination Agreement.

"Effective Date True-Up Account": as defined in the BOC Intercreditor and Subordination Agreement.

"Effective Date True-Up Amount": as defined in the BOC Intercreditor and Subordination Agreement.

"Eligible Assignee": (i) any Lender, any Affiliate of a Lender and any Approved Fund, (ii) any commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act of 1933) and which extends credit or buys loans in the ordinary course and (iii) subject to the terms of Section 9.4(g), Affiliated Lenders and Purchasing Borrower Parties, other than, in each case, a natural person, a Defaulting Lender or a Disqualified Institution. For the avoidance of doubt, Disqualified Institutions shall be subject to Section 9.4(h).

"Environmental Laws": any and all laws, rules, orders, regulations, statutes, ordinances, enforceable guidelines, codes, decrees, or other legally enforceable requirements of any international authority, foreign government, the United States, or any state, provincial, territorial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct for protection of the environment or of human health, or employee health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liability": any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Restricted Subsidiary resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate": any person that would be deemed at any relevant time to:

(a) be a single employer with any Loan Party under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA; or

(b) under common control with a Loan Party under Section 4001 of ERISA.

"ERISA Event": as defined in the BOC Facilities Agreement.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Eurodollar": when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default": any of the events specified in Section 7; provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Excess Cash": as defined in the BOC Facilities Agreement (as in effect on the date hereof).

"Exchange Act": the Securities Exchange Act of 1934, as amended.

"Excluded Assets": as defined in the Security Principles.

"Excluded Guarantor":[5]

(a) in the event of any Change in US Tax Law (and to the extent confirmed in a Material Adverse Tax Opinion):

(i) any FSHCO; and

(ii) any CFC Group Member;

(b) in each case, for so long as it is not permitted to provide a guarantee under the terms of its limited liability company agreement:

(i) [GNC Supply Purchaser, LLC; and

(ii) GNC Newco Parent, LLC]; and

(c) any other Subsidiary that is:

(i) not permitted to become a Guarantor under applicable law or regulation; or

(ii) not required to become a Guarantor pursuant to the Security Principles (other than by reason of the [Cost Benefit Analysis (as defined in the Security Principles)] under the Security Principles;

(each an "Excluded Guarantor").

"Excluded Permitted Payment": any "Permitted Payment" as defined in the BOC Facilities Agreement (as in effect on the date hereof) described in clause (a) thereof.

"Excluded Proceeds": Net Cash Proceeds from (i) any Dispositions of Property or series of related Dispositions of Property pursuant to clause (d)(ii) (solely to the extent the Net Cash Proceeds thereof are not held as cash on the balance sheet or applied to restore, rebuild,

[5] NTD: Subject to final BOC Facilities Agreement.

repair, construct, improve, replace or otherwise acquire assets useful in the business of the Borrower and its Restricted Subsidiaries) of Section 6.5 by Parent, the Borrower or any of its Restricted Subsidiaries to any Person (other than Parent, the Borrower or any Restricted Subsidiary) resulting in aggregate Net Cash Proceeds to Parent, the Borrower or any of its Restricted Subsidiaries (for all such Dispositions during the term of this Agreement not exceeding $8,000,000 during any fiscal year of the Borrower), and (ii) any Disposition whether in a single transaction or through a series of related Dispositions resulting in aggregate Net Cash Proceeds to Parent, the Borrower or any of its Restricted Subsidiaries not exceeding $2,000,000.

"Excluded Subsidiary": as defined in the Security Principles.

"Excluded Taxes": with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Loan Parties hereunder, (a) Taxes imposed on (or measured by) its net income (however denominated), franchise or similar Taxes imposed on it (in each case, in lieu of net income Taxes) by (i) the United States of America, (ii) the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office or the office to which its interests, rights and obligations under this Agreement are assigned is located or (iii) any Other Connection Taxes, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction in which the Borrower is located, (c) in the case of a Lender (other than an assignee pursuant to a request by the Borrower under Section 2.22(b)), any United States federal withholding Tax that is in effect and would apply to amounts payable (including, for the avoidance of doubt, commitment fees and other consent, amendment and similar fees) to such Lender at the time such Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 2.20(a), (d) any withholding Tax that is attributable to a failure of the Administrative Agent, any Lender or any other recipient to comply with Section 2.20(e), and (e) any withholding Taxes imposed under FATCA.

"Facility": the Loans.

"FATCA": Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate": for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided

that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"First Test Date": December 31, 2021.

"First Tier Onshore Group Member": any Onshore Group Member the equity interests in which are directly held by an Offshore Group Member.

"Flood Insurance Laws": collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Lender": any Lender that is organized under the laws of a jurisdiction other than that of the United States of America. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary": any Subsidiary of the Borrower that is not a Domestic Subsidiary.

"FSHCO": any direct or indirect Subsidiary of the Borrower that has no material assets other than equity interests (or equity interests and indebtedness) in any direct or indirect Subsidiary of the Borrower that is incorporated or established outside the United States or other FSHCOs.

"Funded Loan Amount": as to each Lender, the amount set forth opposite such Lender's name on Schedule 2.1.

"Future Acquisition Target": as defined in the BOC Facilities Agreement.

"Future Clean-up Acquisition": as defined in Section 7.1.

"Future Clean-up Entities": as defined in Section 7.1.

"GAAP": generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority": any nation or government, any state, province, territory or other political subdivision thereof and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government.

"Group": the Borrower and each of its Restricted Subsidiaries from time to time (each, a "Group Member").

"Group Member": as defined in the definition of "Group".

"Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement, dated as of [●], 2020, executed and delivered by the Borrower and each Guarantor in favor of the Collateral Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Guarantee Asset Coverage Ratio": as defined in Section 5.8(a).

"Guarantee Coverage Ratio Test Date": as defined in Section 5.8(b).

"Guarantee EBITDA Coverage Ratio": as defined in Section 5.8(c).

"Guarantee Obligation": with respect to any Person (the "guaranteeing person"), any obligation of the guaranteeing person guaranteeing or having the economic effect of guaranteeing any Indebtedness, lease payments, dividend payments or other economic obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security for such primary obligation, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, in each case, so as to enable the primary obligor to pay such primary obligation, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation (or portion thereof) in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": each Restricted Subsidiary of the Borrower set forth on Schedule 1.1A and each Additional Guarantor, in each case, other than an Excluded Guarantor.

"Harbin Subordination Agreement": that certain Subordination Agreement, dated as of [__], 2020, between Parent, Harbin Pharmaceutical Hong Kong I Limited and the Buyer, as first lien guarantors thereunder and the Administrative Agent.

"Hazardous Materials": (i) petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and explosive or radioactive substances or (ii) any chemical, material, waste, substance or pollutant that is prohibited, limited or regulated pursuant to any Environmental Law.

"Hedge Agreements": all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by the Borrower or its Restricted Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Holding Company": in relation to a company, corporation or entity, any other company, corporation or entity in respect of which it is a Subsidiary.

"IFRS": International Financial Reporting Standards issued and/or adopted by the International Accounting Standards Board from time to time.

"Immaterial Subsidiary": any Subsidiary of the Borrower that is not a Material Subsidiary.

"Impacted Interest Period": as defined in the definition of "LIBO Rate".

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services (other than (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation unless such obligation is not paid after becoming due and payable or appears as a liability on the balance sheet of such Person and (iii) accruals for payroll and other liabilities accrued in the ordinary course of business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), but limited to the lesser of the fair market value of such Property and the principal amount of such Indebtedness if recourse is solely to such Property, (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under bankers' acceptances, letters of credit, surety bonds and similar instruments (except unsecured and unmatured reimbursement obligations in respect thereof obtained in the ordinary course of business to secure the performance of obligations that are not Indebtedness pursuant to another clause of this definition), (g) the liquidation value of all Disqualified Capital Stock of such Person, to the extent mandatorily redeemable in cash prior to the date which is the 91st day after the relevant Maturity Date (as determined on the date of issuance thereof) (other than in connection with change of control events and asset sales and other Disposition and casualty events to the extent that the terms of such Capital Stock provide that such Person may not redeem any such Capital Stock in connection with such change of control event or asset sale or other Disposition or casualty event unless such redemption is subject to the prior payment in full of the Obligations), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in

clauses (a) through (g) above; (i) all obligations of the kind referred to in clauses (a) through (h) above secured by any Lien on Property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligations (but limited to the lesser of the fair market value of such Property and the principal amount of such obligations) and (j) the net obligations of such Person in respect of Hedge Agreements solely for the purposes of Section 6.2 and Section 7.

"Indemnified Taxes": Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document.

"Initial Lender": as defined in the preamble hereto.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Intellectual Property": (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and (b) the benefit of all applications and rights to use such assets of each Group Member (which may now or in the future subsist).

"Intercreditor Agreements": the BOC Intercreditor and Subordination Agreement, any Customary Intercreditor Agreement or any other intercreditor agreement entered into by or among any Representatives and the Loan Parties, in each case as in effect from time to time.

"Interest Election Request": a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.10.

"Interest Payment Date": (a) with respect to any ABR Loan, the last day of each March, June, September and December commencing with the last day of [●] 2020 and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period. All interest payable on such dates shall accrue unpaid until December 31 of each year and all interest due and unpaid on December 31 of each year shall be capitalized as principal, and interest shall thereafter accrue thereon.

"Interest Period": with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, if available to all participating Lenders, twelve months or any other shorter period approved by the Required Lenders) thereafter, as the Borrower may elect, provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business

Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no Interest Period shall extend beyond the Maturity Date of the Facility; and provided, further that the initial Interest Period with respect to any Eurodollar Borrowing on the Closing Date may be for a period of less than one month. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interpolated Rate": as defined in the definition of "LIBO Rate".

"Investments": as defined in Section 6.7.

"IRS": the United States Internal Revenue Service.

"IVC": International Vitamin Corporation and each of its Affiliates from time to time.

"IVC Indebtedness": Indebtedness owed to IVC by a Group Member (or any direct or indirect parent thereof).

"IVC/Nutra Agreements": as defined in the BOC Facilities Agreement.

"IVC Payment Event": the receipt of any amount by the Borrower or any other Group Member from IVC from time to time pursuant to any IVC/Nutra Agreement.

"IVC Proceeds": the Net Proceeds (as defined in the BOC Facilities Agreement) received by the Borrower or any Subsidiary of the Borrower in respect of IVC Payment Events occurring on or after the Closing Date in an aggregate amount not to exceed $40,000,000.

"IVC Proceeds Account": as defined in the BOC Intercreditor and Subordination Agreement.

"Junior Debt": any Indebtedness of the Borrower or a Restricted Subsidiary (other than Indebtedness under revolving credit facilities or other revolving lines of credit) (i) which is unsecured or is contractually subordinated in right of payment to the Obligations or (ii) which is secured by the Collateral on a junior lien basis.

"LCT Election": as defined in Section 1.9.

"LCT Test Date": as defined in Section 1.9.

"Legal Reservations": as defined in the BOC Facilities Agreement.

"Lender Parties": as defined in Section 9.16.

"Lenders": the Persons listed on Schedule 2.1[6] and any other Person that shall have become a party hereto pursuant to (x) an Assignment and Assumption or (y) Section 9.4(e), other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Leverage": in respect of any period, the ratio of Total Net Debt on the last day of a Test Period to Adjusted EBITDA in respect of that Test Period.

"LIBO Rate": with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in length to such Interest Period as displayed on page LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "Screen Rate") at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then the LIBO Rate shall be the Interpolated Rate at such time. "Interpolated Rate" means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time.

"Lien": any mortgage, pledge, hypothecation, security assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing); provided that in no event shall an operating lease in and of itself constitute a Lien.

"Limited Condition Transaction": as defined in Section 1.9.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": this Agreement, the BOC Intercreditor and Subordination Agreement, the Security Documents, Harbin Subordination Agreement and the Notes.

"Loan Parties": the Borrower and the Guarantors.

"Major Representations": as defined in the BOC Facilities Agreement.

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[6] NTD: To be the Initial Lender on the Closing Date.

"Managing Body": as defined in Section 9.24.

"Material Adverse Effect": a material adverse effect (after taking into account all resources, insurance, indemnity and assurance available to the Group and the timing and likelihood of recovery and excluding any effect directly caused by the COVID-19 pandemic and the direct effects of the COVID-19 pandemic upon the Group Members (provided that this exception shall not apply to the extent that such pandemic and the direct and indirect effects thereof are disproportionately adverse to the Group Members, taken as a whole, as compared to other companies in similar lines of business that the Group Members operate)) on:

(a) the business, operations, property or financial condition of the Group (taken as a whole); or

(b) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under any Loan Document; or

(c) (subject to the applicable Legal Reservations and Perfection Requirements) the legality, validity or the enforceability of any of the Loan Documents or the effectiveness or ranking of any security interests or lien, (in each case) in a manner which would be materially adverse to the interests, rights or remedies of the relevant Secured Parties under the Loan Documents taken as a whole, provided that, in each case under this paragraph (c), if capable of remedy and without duplication of any other cure period, the applicable event or circumstance giving rise to such material adverse effect is not remedied within 20 Business Days of a Loan Party first becoming aware of such event or circumstance or being given notice of such event or circumstance by the Administrative Agent.

"Material Adverse Tax Opinion": as defined in the BOC Facilities Agreement.

"Material Subsidiary": at any time on or after the Closing Date:

(a) a Group Member which has earnings before interest, tax, depreciation and amortization calculated on the same basis as Adjusted EBITDA of the Group (calculated *mutatis mutandis* as if any reference in the definition of "EBITDA" and any related definition to the Group were a reference to such Group Member but calculated on a standalone and unconsolidated basis for such Group Member and excluding intra Group items and any investment or interest in or loan to any Group Member) representing 5.0% or more of Adjusted EBITDA of the Group calculated on a consolidated basis;

(b) a Group Member whose aggregate total assets (calculated on an unconsolidated basis and excluding all intra-Group items and investments in or interest in or loan to any Group Member) represents 5.0% or more of the consolidated total assets of the Group; and

(c) a Group Member that is a direct or indirect Holding Company of a Material Subsidiary falling within paragraphs (a) or (b) above,

provided that:

(i) a determination under paragraphs (a) and (b) above in relation to a Group Member shall only be determined annually by reference to the latest financial statements delivered pursuant to Section 5.1(a) and any Compliance Certificate supplied by the Borrower with those financial statements;

(ii) a report by the Auditors of the Borrower that a Group Member is or is not a Material Subsidiary for the purposes of paragraphs (a) and (b) above shall, in the absence of manifest error, be conclusive and binding on all parties to this Agreement; and

(iii) each of the Closing Date Material Subsidiaries shall be deemed to constitute a Material Subsidiary at all times (whether, on or after the Closing Date) until the first determination under paragraphs (a) and (b) above in relation to Group Members has been made by reference to the first financial statements delivered pursuant to Section 5.1(a) and any Compliance Certificate supplied by the Borrower with those financial statements.

"Maturity Date": [●], 2026.[7]

"Maximum Accrual": is defined in Section 2.20(j).

"Maximum Rate": as defined in Section 9.17.

"Moody's": Moody's Investor Services, Inc.

"Mortgaged Properties": the fee owned real properties listed on Schedule 1.1B (if any), as to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien pursuant to the Mortgages in accordance with the Security Principles and such other fee owned real properties as to which the Collateral Agent for the benefit of the Secured Parties shall be granted a Lien after the Closing Date pursuant to Section [5.1] of the Guarantee and Collateral Agreement.

"Mortgages": each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Collateral Agent for the benefit of the Secured Parties, in form and substance reasonably acceptable to the Administrative Agent and the Borrower (with such changes thereto as shall be advisable under the law of the jurisdiction in which such mortgage or deed of trust is to be recorded), as the same may be amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time.

"Multiemployer Plan": a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Commonly Controlled Entity contributes or has an obligation to contribute or with respect to which the Borrower or any Commonly Controlled Entity has any liability (including if such liability was imposed pursuant to Section 4212(c) of ERISA).

"Net Cash Proceeds": (a) in connection with any Disposition in violation of Section 6.4 or Section 6.5, the proceeds thereof received by the Borrower and any other Loan Party in the form of cash and Cash Equivalents (including any such proceeds received by way of

[7] NTD: To be the date 6 years from the Closing Date.

deferred payment of principal pursuant to a note (other than notes payable by franchisees in connection with a Disposition permitted by Section 6.5(e)) or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) of such Disposition, net of the sum of (i) out-of-pocket attorneys' fees, accountants' fees and investment banking and advisory fees incurred by the Borrower or any other Loan Party in connection with such Disposition, transaction or other action, (ii) principal, premium or penalty, interest and other amounts required to be paid in respect of Indebtedness secured by a Lien permitted hereunder on any asset which is the subject of such Disposition, transaction or other action (other than any Lien pursuant to a Security Document or a Lien which is expressly pari passu (without regard to control of remedies or application of payments) with (in which case the pro rata portion (determined based on the then outstanding principal amount of the Loans that would otherwise be required to be prepaid with such Net Cash Proceeds and the aggregate amount of such principal) of such Net Cash Proceeds applied in respect of any such principal, premium or penalty, interest and other amounts secured by such Lien shall not constitute Net Cash Proceeds for purposes hereof (unless and to the extent the application of such Net Cash Proceeds to such other Indebtedness is described in this Agreement)) or subordinate to the Liens under the Loan Documents), (iii) other out-of-pocket fees and expenses actually incurred in connection therewith, (iv) taxes (and the amount of any distributions made pursuant to Section 6.6 to permit the Borrower or any direct or indirect parent company of the Borrower to pay taxes) (including, without limitation, sales, transfer, deed or mortgage recording taxes) paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (v) any reserve established in accordance with GAAP; provided that such reserved amounts shall be Net Cash Proceeds to the extent and at the time of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any such reserve, and (b) in connection with any issuance or incurrence of any Indebtedness, the cash proceeds received by the Borrower or any other Loan Party from such issuance or incurrence, net of attorneys' fees, investment banking and advisory fees, accountants' fees, underwriting discounts and commissions and other customary fees, costs and expenses actually incurred in connection therewith (including, in the case of a "Permitted Transaction" (each as defined in the BOC Facilities Agreement), any swap breakage costs and other termination costs related to Hedge Agreements and any other fees and expenses actually incurred in connection with such termination), in each case as determined reasonably and in good faith by a Responsible Officer of the Borrower.

"Non Clean-Up Undertaking": any of the covenants under Sections 5.1, 5.7, 5.18, 5.19 and 5.21 or any event that triggers mandatory prepayment pursuant to Section 2.15, in each case, to the extent relating to the granting of any Guarantee Obligation or any security interests or Liens by a Guarantor or in respect of shares or Capital Stock required to be pledged under any Loan Document, which is required to be granted under either such Section.

"Non-Consenting Lender": as defined Section 2.22(c).

"Nonpublic Information": information which has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

"Note": any promissory note evidencing any Loan substantially in the form of Exhibit E.

"Nutra LLC Agreement": the amended and restated limited liability company agreement of Nutra Manufacturing, LLC effective 1 March 2019 and entered into by and among IVL, LLC (as a member), GNC Newco Parent, LLC (as a member) and Nutra Manufacturing, LLC.

"NYFRB": the Federal Reserve Bank of New York.

"NYFRB Rate": for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, that the NYFRB Rate shall in no event be determined for any day to be lower than the Federal Funds Effective Rate for such day (to the extent that the Federal Funds Effective Rate is published for such day or for the immediately preceding Business Day).

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Loan Parties to the Administrative Agent, the Collateral Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent, to the Collateral Agent or to any Lender that are required to be paid by the Borrower pursuant hereto), and any Cash Management Obligations.

"Observers": as defined in Section 9.24.

"Old GNC": as defined in the recitals hereto.

"Onshore Group Member": a Group Member which is incorporated or established in the PRC.

"Other Connection Taxes": with respect to the Administrative Agent, any Lender or other recipient, Taxes imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes": any and all present or future recording, stamp or documentary or similar Taxes, charges or similar levies imposed by any Governmental Authority arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

"Overnight Bank Funding Rate": for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Parent": ZT Biopharmaceutical LLC, a Delaware limited liability company.

"Parent Pledge Agreement": the Parent Pledge Agreement, dated as of [●], 2020, executed and delivered by the Parent in favor of the Collateral Agent, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Participant": as defined in Section 9.4(c).

"Patriot Act": as defined in Section 9.13(a).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Perfection Requirements": as defined in the BOC Facilities Agreement.

"Periodic Fee": the fee payable pursuant to Section 2.14(a).

"Periodic Fee Payment Date": the last Business Day of each of June and December, commencing with the last Business Day of December 2020.

"Permitted Acquisitions": as defined in the BOC Facilities Agreement.

"Permitted Disposals": as defined in the BOC Facilities Agreement.

"Permitted Guarantees": as defined in the BOC Facilities Agreement (as in effect on the date hereof).

"Permitted Liens": Liens permitted by Section 6.3.

"Permitted Loans": as defined in the BOC Facilities Agreement (as in effect on the date hereof).

"Permitted Payment": as defined in the BOC Facilities Agreement (as in effect on the date hereof).

"Permitted Refinancing": with respect to any Indebtedness of any Person, any refinancing, refunding, renewal, replacement, defeasance, discharge or extension of such Indebtedness (each, a "refinancing", with "refinanced" having a correlative meaning); provided that (a) subject to Section 6.2(aa), the aggregate principal amount (or accreted value, if applicable) does not exceed the then aggregate outstanding principal amount (or accreted value, if applicable) of the Indebtedness so refinanced, except by an amount equal to all unpaid accrued or capitalized interest thereon, undrawn commitments with respect thereto, any make-whole payments, fees, or premium (including tender premium) applicable thereto or paid in connection therewith, any swap breakage costs and other termination costs related to Hedge Agreements, plus upfront fees and original issue discount on such refinancing Indebtedness, plus other customary fees and expenses in connection with such refinancing, (b) other than in the case of a refinancing of Capital Lease Obligations and Indebtedness secured by Purchase Money Security Interests, such refinancing has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being refinanced, (c) the borrower/issuer under such refinancing is the same Person that is the borrower/issuer under the Indebtedness being so refinanced (or was a guarantor thereof) and each of the other Persons that are (or are required to be) obligors under such refinancing are the same Persons as those that are (or are required to be) obligors under the Indebtedness being so refinanced, (d) in the event such Indebtedness being so refinanced is (i) contractually subordinated in right of payment to the Obligations or is secured by a lien on the Collateral the priority of which is contractually subordinated to the Liens on the Collateral securing the Obligations, such refinancing shall contain subordination provisions which are the same as those in effect prior to such refinancing or are no less favorable, taken as a whole, to the Secured Parties than those contained in the Indebtedness being so refinanced or are otherwise acceptable to the Required Lenders or (ii) otherwise secured by a junior permitted lien on the Collateral, in the case of this clause (ii) such refinancing shall be unsecured or secured by a junior permitted lien on the Collateral, (e) such refinancing does not provide for the granting or obtaining of collateral security from, or obtaining any lien on any assets of, any Person, other than (x) collateral security obtained from Persons that provided (or were required to provide) collateral security with respect to Indebtedness being so refinanced (so long as the assets subject to such liens were or would have been required to secure the Indebtedness so refinanced) (provided that additional Persons that would have been required to provide collateral security with respect to the Indebtedness being so refinanced may provide collateral security with respect to such refinancing) and (y) to the extent otherwise permitted by Section 6.3, (f) in the event such Indebtedness being so refinanced is incurred under Section 6.2(d) or (g), the terms of such refinancing, as compared to the Indebtedness being so refinanced, are no less favorable in the aggregate, to the Borrower, its Restricted Subsidiaries and the Secured Parties as compared to the Indebtedness being so refinanced (other than (x) with respect to interest rates, fees, funding discounts, liquidation preferences, premiums, no call periods, subordination terms and optional prepayment and optional redemption provisions, and (y) terms (i) applicable only after the then Maturity Date (as determined on the date of incurrence of such Indebtedness)) or (ii) added to this Agreement for benefit of the Lenders and (g) in the event such Indebtedness is secured by Liens on all or any portion of the Collateral, a Representative acting on behalf of the holders of such Indebtedness shall have become party to or otherwise subject to the provisions of each applicable Customary Intercreditor Agreement.

"Permitted Reorganization": the extent not otherwise permitted under this Agreement, any corporate reorganization (or similar transaction or event) entered into among the Borrower and/or its Restricted Subsidiaries for tax planning purposes (each, a "Reorganization"), and each step reasonably required to effect such Reorganization; provided that (a) the security interest of the Collateral Agent in the Collateral taken as a whole is not impaired in connection therewith, (b) the Borrower shall not change its jurisdiction of organization or formation in connection therewith to a jurisdiction outside of the United States, (c) after giving effect to such Reorganization, the Borrower and its Restricted Subsidiaries otherwise comply with Section 5.7, and (d) such Reorganization is not otherwise adverse to the Lenders in any material respect.

"Permitted Share Issue": as defined in the BOC Facilities Agreement (as in effect on the date hereof).

"Permitted Tax Distributions": for any taxable period in which the Borrower (and, if applicable, any of its Subsidiaries) is a member of a consolidated, combined or similar income tax group of which a direct or indirect parent of the Borrower is the common parent (a "Tax Group"), cash distributions made by the Borrower to the holders of its Capital Stock to pay federal, foreign, state and local income taxes of such Tax Group that are attributable to the taxable income of the Borrower and/or its Subsidiaries; provided that, for each taxable period, the amount of such payments made in respect of such taxable period in the aggregate shall not exceed the amount that the Borrower and its Subsidiaries would have been required to pay as a stand-alone consolidated, combined or similar income tax group (taking into account prior year losses and credits); provided further, that any such payments that are attributable to the taxable income of any Unrestricted Subsidiary will be permitted only to the extent of the amount of cash distributions made by such Unrestricted Subsidiary to the Borrower or any Restricted Subsidiary for the purpose of paying such foreign, state and local income taxes of such Tax Group.

"Permitted Transaction": as defined in the BOC Facilities Agreement.

"Person": an individual, partnership, corporation, limited liability company, unlimited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Plan": at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such Plan were terminated at such time, would under Section 4062 or Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations": 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Platform": as defined in Section 5.2(i).

"Pledged Capital Stock": as defined in the Guarantee and Collateral Agreement.

"PRC": the People's Republic of China which, for the purpose of this Agreement, does not include Hong Kong, Macau or Taiwan.

"PRC Group Member": a Group Member which is incorporated or established in PRC.

"Primary Related Party": as defined in Section 9.3(b).

"Prime Rate": the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent in its reasonable discretion) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent in its reasonable discretion). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Pro Forma Basis": with respect to compliance with any test or covenant or calculation of any ratio hereunder, the determination or calculation of such test, covenant or ratio (including in connection with Pro Forma Transactions) in accordance with Section 1.5.

"Pro Forma Transaction": any incurrence or repayment of Indebtedness (other than for working capital purposes or in the ordinary course of business), the making of any Investment pursuant to Section 6.7(m), any Investment that results in a Person becoming a Restricted Subsidiary or an Unrestricted Subsidiary, any Permitted Acquisition or any Disposition that results in a Restricted Subsidiary ceasing to be a Subsidiary of the Borrower or any Investment constituting an acquisition of assets constituting a business unit, line of business or division of another Person or any Disposition of a business unit, line of business or division of the Borrower or a Restricted Subsidiary, in each case whether by merger, consolidation, amalgamation or otherwise.

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"PTE": a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Purchase Money Security Interest": a Lien created or assumed securing Indebtedness incurred to finance the unpaid acquisition price of personal property (but, for certainty, excluding equity interests) provided that in each case (i) such Lien is created prior to, or concurrently with, the acquisition of such personal property, (ii) such Lien does not at any time encumber any property other than the property financed or refinanced by such Indebtedness, (iii) the amount of Indebtedness secured thereby is not increased subsequent to such acquisition, and (iv) the principal amount of Indebtedness secured by any such Lien at no time exceeds 100% of the original acquisition price of such personal property at the time it was acquired.

"Purchasing Borrower Party": the Borrower or any Subsidiary of the Borrower that becomes an Eligible Assignee or a Participant pursuant to Section 9.4.

"Qualified Capital Stock": Capital Stock that is not Disqualified Capital Stock.

"Receivable": as defined in the Guarantee and Collateral Agreement.

"Recovery Event": any settlement of, or payment in respect of, any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any of its Restricted Subsidiaries, other than any such settlement or payment resulting in Net Cash Proceeds constituting Excluded Proceeds.

"Register": as defined in Section 9.4(b)(iv).

"Regulation FD": Regulation FD as promulgated by the U.S. Securities and Exchange Commission under the Securities Act and Exchange Act as in effect from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Repayment": as defined in Section 1.5(d).

"Replacement Liens": with respect to any Lien, any modification, replacement, renewal or extension of such Lien; provided that (i) such modification, replacement, renewal or extension of such Lien does not extend to any additional property other than (A) after-acquired property (to the extent such after-acquired property would have been subject to such Lien prior to such modification, replacement, renewal or extension) and (B) proceeds and products thereof, and (ii) any Indebtedness secured by such Liens is permitted by Section 6.2.

"Representative": with respect to Indebtedness permitted to be incurred pursuant to Section 6.2 (and permitted to be secured by all or any portion of the Collateral pursuant to Section 6.3), the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

"Required Lenders": at any time, the holders of more than 50% of the aggregate unpaid principal amount of the Loans then outstanding.

"Requirement of Law": as to any Person, the Certificate of Incorporation and By Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Resignation Effective Date": as defined in Section 8.9.

"Resolution Authority": an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer": as to any Person, the chief executive officer, president, chief financial officer, chief accounting officer, comptroller, treasury manager, treasurer or assistant treasurer of such Person, but in any event, with respect to financial matters, the chief financial officer, chief accounting officer, comptroller, treasurer or assistant treasurer of such Person. Unless otherwise qualified, all references to a "Responsible Officer" shall refer to a Responsible Officer of the Borrower.

"Restricted Non-Loan Party Intellectual Property Transfer": any Disposition or Investment of Intellectual Property by a Loan Party to, or in, any [Group Member that is not a Loan Party][8] (excluding any transfer by way of non-exclusive license or sub-license where such license or sub-license would not give rise to a Material Adverse Effect) that would result in the aggregate book value of all such Intellectual Property Disposed of or, invested by, Loan Parties to, or in, Group Members who are not Loan Parties during the term of this Agreement to exceed $7,500,000 (or its equivalent) in the aggregate for so long as any Loans remain outstanding.

"Restricted Payments": as defined in Section 6.6.

"Restricted Subsidiary": any Subsidiary other than an Unrestricted Subsidiary.

"Returns": with respect to any Investment, any dividends, distributions, return of capital and other amounts received or realized in respect of such Investment.

"Revolving Facility": as defined in Section 6.2(ee).

"Sale": as defined in the recitals hereto.

"Sale and Leaseback Transaction": any arrangement with any Person providing for the leasing by the Borrower or any of its Restricted Subsidiaries of real or personal property which has been or is to be sold or transferred by the Borrower or such Restricted Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Borrower or such Restricted Subsidiary.

"Sale Motion": as defined in the Stalking Horse Agreement.

"Sale Order": as defined in the Stalking Horse Agreement.

"Sanctioned Country": at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, for purposes of Sanctions imposed, administered or enforced by the U.S. government, Crimea, Cuba, Iran, North Korea and Syria).

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[8] NTD: Subject to confirmation from GNC that no specific carve-outs are required for GNC Newco Parent LLC or GNC Supplier Purchaser LLC (assuming these entities are not Guarantors).

"Sanctions": any sanctions administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union or Her Majesty's Treasury or the Hong Kong Monetary Authority.

"Seller": as defined in the recitals hereto.

"Screen Rate": as defined in the definition of "LIBO Rate".

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Parties": as defined in the Guarantee and Collateral Agreement.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement, the Parent Pledge Agreement, the Mortgages (if any), any intellectual property security agreements required to be delivered pursuant to the Guarantee and Collateral Agreement or any other Loan Document and all other security documents hereafter delivered to the Collateral Agent granting a Lien on any Property of any Loan Party to secure any of the obligations and liabilities of any Loan Party under any Loan Document.

"Security Principles": the principles set out in Exhibit G.[9]

"Single Employer Plan": any Plan that is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"S&P": Standard & Poor's Ratings Group, a division of The McGraw Hill Corporation.

"Specified China Subsidiary": each of (i) GNC Hong Kong Limited and (ii) GNC (Shanghai) Food Technology LTD.

"Stalking Horse Agreement": that certain Stalking Horse Agreement, dated as of August 7, 2020, by and among Old GNC, each of the Subsidiaries of Old GNC listed on Schedule I thereto and the Buyer.

"Statutory Reserve Rate": a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentage shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall

[9] NTD: To match the Security Principles set forth in the BOC Facilities Agreement.

be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subordinated Intercompany Note": the Subordinated Intercompany Note attached as Exhibit C to the Guarantee and Collateral Agreement.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company, unlimited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Taxes": any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Tax Opinion": as defined in Section 5.20(a).

"Tax Refund": as defined in the BOC Intercreditor and Subordination Agreement.

"Tax Refund Account": as defined in the BOC Intercreditor and Subordination Agreement.

"Tax Refund Proceeds": the gross amount (without any holdback or reduction thereof) of the Tax Refund received by or on behalf of the Borrower or any other Loan Party.

"Term Borrowing": any Borrowing of Loans.

"Test Period": on any date of determination, the period of four (4) consecutive fiscal quarters of the Borrower then most recently ended for which financial statements have been delivered or were required to be delivered pursuant to Section 5.1(a) or (b), taken as one accounting period.

"Total Net Debt": is as defined in the BOC Facilities Agreement.

"Transactions": the collective reference to the execution, delivery and performance by the Borrower of the Stalking Horse Agreement, the Sale, this Agreement, the other Loan Documents and the BOC Finance Documents and the transactions contemplated hereby and thereby, the borrowings and issuances thereunder and the use of the proceeds hereof and thereof.

"Type": when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" or "Uniform Commercial Code": the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"UK Financial Institution": any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority": the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unrestricted Subsidiary": any Subsidiary of the Borrower designated by the board of directors of the Borrower as an Unrestricted Subsidiary pursuant to Section 5.11 subsequent to the Closing Date, until such Person ceases to be an Unrestricted Subsidiary of the Borrower in accordance with Section 5.11.

"U.S. Loan Party": any Loan Party whose jurisdiction of organization is a state, commonwealth or territory of the United States or the District of Columbia.

"Weighted Average Life to Maturity": when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal (excluding nominal amortization), including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than (a) directors' qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by any applicable Requirement of Law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Withholding Agent": any Loan Party or the Administrative Agent, as applicable.

"Write-Down and Conversion Powers": (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK

Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, unless otherwise specified herein or in such other Loan Document:

(i) the words "hereof", "herein" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Documents as a whole and not to any particular provision of thereof;

(ii) Section, Schedule and Exhibit references refer to (A) the appropriate Section, Schedule or Exhibit in this Agreement or (B) to the extent such references are not present in this Agreement, to the Loan Document in which such reference appears;

(iii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(iv) the word "will" shall be construed to have the same meaning and effect as the word "shall";

(v) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings);

(vi) unless the context requires otherwise, the word "or" shall be construed to mean "and/or"; and

(vii) unless the context requires otherwise, (A) any reference to any Person shall be construed to include such Person's legal successors and permitted assigns, (B) any reference to any law or regulation shall refer to such law or regulation as amended, modified or supplemented from time to time, and any successor law or regulation, (C) the words "asset" and "property" shall be construed to have the same meaning and effect, and (D) references to agreements (including this Agreement) or other Contractual Obligations shall be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including".

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) The expressions "payment in full," "paid in full" and any other similar terms or phrases when used herein with respect to the Obligations shall mean the payment in full, in immediately available funds, of all of the Obligations (excluding Obligations in respect of contingent reimbursement and indemnification obligations that are not then due and payable).

(f) Any provision herein or in any other Loan Document which requires the discretion of an Agent, shall at the request of the applicable Agent, be made at the direction of the Required Lenders.

1.3 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan"). Borrowings also may be classified and referred to by Type (e.g., a "Eurodollar Borrowing").

1.4 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time (provided that, (i) notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Subsidiary at "fair value", as defined therein, (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof), (iii) for purposes of determinations of Leverage, GAAP shall be construed as in effect on the Closing Date and (iv) notwithstanding anything to the contrary herein, in the event of a change under GAAP (or the application thereof) requiring any leases to be capitalized that are not required to be capitalized as of December 31, 2018, only those leases that would result or would have resulted in Capital Lease Obligations or Capital Expenditures on December 31, 2018 (assuming for purposes hereof that they were in existence on December 31, 2018) will be considered capital leases and all calculations under this Agreement will be made in accordance therewith. In the event that any "Accounting Change" as defined below shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon the written request of the Borrower or the Administrative Agent, the Borrower, the Administrative Agent and the Lenders shall enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Change as

if such Accounting Change had not occurred; provided that provisions of this Agreement in effect prior to the date of such Accounting Change shall remain in effect until the effective date of such amendment. "Accounting Change" refers to any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants.

1.5 Pro Forma Calculations. (a) Notwithstanding anything to the contrary herein, Leverage shall be calculated in the manner prescribed by this Section 1.5.

(b) For purposes of calculating Leverage, Pro Forma Transactions (and the incurrence or repayment of any Indebtedness in connection therewith) that have been made (i) during the applicable Test Period or (ii) subsequent to such Test Period and prior to or simultaneously with the event for which the calculation of any such ratio is made shall be calculated on a pro forma basis assuming that all such Pro Forma Transactions (and any increase or decrease in EBITDA and the component financial definitions used therein attributable to any Pro Forma Transaction) had occurred on the first day of the applicable Test Period. If since the beginning of any applicable Test Period any Person that subsequently became a Restricted Subsidiary or was merged, amalgamated or consolidated with or into the Borrower or any of its Restricted Subsidiaries since the beginning of such Test Period shall have made any Pro Forma Transaction that would have required adjustment pursuant to this Section 1.5, then Leverage shall be calculated to give pro forma effect thereto in accordance with this Section 1.5.

(c) Whenever pro forma effect is to be given to a Pro Forma Transaction, the pro forma calculations shall be made in good faith by a Responsible Officer of the Borrower and include, without duplication, (i) the EBITDA (as determined in good faith by the Borrower and in any case consistent with the definition of "EBITDA" set forth herein) of any Person or line of business acquired or disposed of and (ii) the "run-rate" (i.e., the full recurring benefit for a period associated with an action taken or expected to be taken) amount of cost savings, operating expense reductions, other operating improvements and synergies resulting from such Pro Forma Transaction that are certified by such Responsible Officer of the Borrower to the Administrative Agent as being (x) factually supportable and reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) reasonably anticipated to be realized within twelve months after the closing date of such Pro Forma Transaction (calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and synergies had been realized on the first day of the relevant Test Period as if such cost savings, operating expense reductions, other operating improvements and synergies were realized during the entirety of such period, net of the amount of actual benefits realized during such period from such actions.

(d) In the event that the Borrower or any Restricted Subsidiary (i) incurs (including by assumption or guarantees) or (ii) repays, redeems, defeases, retires, extinguishes or is released from or otherwise no longer obligated in respect of (each, a "Repayment"), any Indebtedness included in the calculations Leverage (in each case, other than Indebtedness incurred or repaid under any revolving credit facility in the ordinary course of business for working capital purposes), (x) during the applicable Test Period or (y) subsequent to the end of the applicable Test Period and prior to or simultaneously with the event for which the

calculation of any such ratio is made, then Leverage shall be calculated giving pro forma effect to such incurrence or Repayment of Indebtedness, to the extent required, as if the same had occurred on the last day of the applicable Test Period.

1.6 Classification of Permitted Items. For purposes of determining compliance at any time with Sections 6.2, 6.3, 6.5, 6.6, 6.7, 6.8, 6.9 or 6.10, in the event that any Lien, Investment, Indebtedness, Disposition, Restricted Payment, Contractual Obligation, encumbrance or restriction or payment, prepayment, repurchase, redemption, defeasance or amendment, modification or other change in respect of Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Sections 6.2, 6.3, 6.5, 6.6, 6.7, 6.8, 6.9 or 6.10, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses as determined by the Borrower in its reasonable discretion at such time of determination. For the avoidance of doubt, (i) the Borrower may at any time classify and reclassify Indebtedness (or any portion thereof) incurred under Section 6.2 and Liens (or any portion thereof) incurred under Section 6.3 among applicable exceptions to such covenants and (ii) if the Borrower or any Restricted Subsidiary in connection with any transaction or series of related transactions substantially concurrently (A) incurs Indebtedness as permitted by a ratio-based basket and (B) incurs Indebtedness under a non-ratio-based basket, then the applicable ratio will be calculated with respect to such action under the applicable ratio-based basket without regard to such action under such non-ratio-based basket made in connection with such transaction or series of related transactions.

1.7 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.8 Currency Equivalents Generally.

(a) For purposes of determining compliance with Sections 6.2, 6.3, 6.7 and 6.9 with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Investment is incurred (so long as such Indebtedness or Investment, at the time incurred, made or acquired, was permitted hereunder).

(b) For purposes of determining Leverage, amounts denominated in a currency other than Dollars will be converted to Dollars at the currency exchange rates used in preparing the Borrower’s financial statements corresponding to the Test Period with respect to the applicable date of determination and will, in the case of Indebtedness, reflect the currency translation effects, determined in accordance with GAAP, of Hedge Agreements permitted hereunder for currency exchange risks with respect to the applicable currency in effect on the date of determination of the Dollar equivalent of such Indebtedness.

1.9 Limited Condition Transactions.

(a) Notwithstanding anything to the contrary herein, for the purpose of (i) compliance with any financial ratio or test (including, without limitation, any Leverage test and/or the amount of EBITDA) or (ii) accuracy of any representations or warranties or the absence of a Default or Event of Default (or any type of Default or Event of Default) as a condition to the consummation of any transaction in connection with any Permitted Acquisition pursuant to a definitive agreement originally entered into after the date of this Agreement or other similar permitted Investment that is, in each case, not conditioned on obtaining third party financing (including the assumption or incurrence of Indebtedness) (any such action, a "Limited Condition Transaction"), the determination of whether the relevant condition is satisfied may be made, at the election of the Borrower (a "LCT Election"), (1) in the case of any Permitted Acquisition or other similar permitted Investment, at the time of (or on the basis of the financial statements for the most recently ended applicable Test Period at the time of) either (x) the execution of the definitive agreement with respect to such Permitted Acquisition or other Investment or (y) the consummation of such Permitted Acquisition or other Investment (the "LCT Test Date"), in each case, after giving effect to the relevant Permitted Acquisition or other Investment on a Pro Forma Basis. If the Borrower has made a LCT Election for any Limited Condition Transaction, then in connection with any subsequent determination of compliance with any financial ratio or test and/or the amount of EBITDA on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, compliance with any such financial ratio or test and/or amount of EBITDA shall be tested by calculating the availability under such financial ratio or test and/or the amount of EBITDA, as applicable, on a Pro Forma Basis assuming such Limited Condition Transaction and any other transactions in connection therewith have been consummated (including any incurrence of indebtedness and the use of proceeds thereof).

(b) For purposes of determining the permissibility of any action, change, transaction or event that requires a calculation of any financial ratio or test (including, without limitation, any Leverage test and/or the amount of EBITDA), such financial ratio or test shall be calculated at the time such action is taken (subject to the immediately preceding paragraph), such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in such financial ratio or test occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

(c) Notwithstanding anything to the contrary herein, in the case of any Limited Condition Transaction, (x) no representations or warranties shall be required to be made or be accurate as a condition to such Limited Condition Transaction or incurrence other than customary "specified representations" and (y) the absence of a Default or Event of Default shall not be required as a condition to the consummation of such Limited Condition Transaction or such incurrence (but shall be tested at the time of the execution of the definitive agreement with respect to the Limited Condition Transaction).

1.10 Agent Determinations. Any reference in this Agreement to actions, determinations or decisions (but not calculations of interest, principal, fees or expenses) being made at the discretion (whether implied or expressly so stated) of (but not "sole" discretion of), or matters, calculations or documentation being satisfactory to, (or, in each case any like or similar term) any Agent shall, unless otherwise expressly set forth in this Agreement, mean (or be deemed to mean) such Agent, as applicable, acting at the written direction, or with the written consent, of the Required Lenders (which written direction or consent may be provided via email).

SECTION 2. AMOUNT AND TERMS OF FUNDED LOAN AMOUNTS

2.1 Term Loans. Subject to the terms and conditions set forth herein and pursuant to the Sale Order and after giving effect to the Sale, each Lender then a party hereto shall have been issued (x), on the Closing Date, a Loan denominated in Dollars in the principal amount set forth opposite such Lender's name on Schedule 2.01 and the aggregate amount of the Loans on the Closing Date shall be $[●][10] and (y) after the Closing Date (if applicable), additional Loans denominated in Dollars in the aggregate principal amount equal to the amount required pursuant to Section 3.4(d) of the Stalking House Agreement. Such additional Loans pursuant to clause (y) above (if any) shall be added to, and thereafter constitute a part of, the same tranche of Loans made on the Closing Date pursuant to clause (x) above. Loans under this Section 2.1 that are repaid or prepaid may not be reborrowed.

2.2 [Reserved].

2.3 Repayment of Loans. The Loans, including all capitalized interest, shall be repaid on the Maturity Date in an amount equal to the aggregate principal amount of all Loans outstanding on such date.

2.4 Loans and Issuance. (a) Subject to Section 2.17, on the Closing Date, the Loans shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Lender to make such Loan and the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(b) At the commencement of each Interest Period for any Eurodollar Loans, such Eurodollar Loans shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $2,500,000. At the time ABR is designated, such ABR Loans shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1,000,000.

(c) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Eurodollar Loans if the Interest Period requested with respect thereto would end after the Maturity Date.

[10] NTD: As determined pursuant to the Stalking Horse Agreement.

2.5 [Reserved].

2.6 [Reserved].

2.7 [Reserved].

2.8 [Reserved].

2.9 [Reserved].

2.10 Interest Elections. (a) After the Closing Date, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by (a) in the case where the Borrowing resulting from such election is a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three (3) Business Days prior or (b) in the case where the Borrowing resulting from such election is an ABR Borrowing, not later than 11:00 A.M., New York City time, on the same day. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.5:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “Interest Period”.

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Term Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Term Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

2.11 [Reserved].

2.12 Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender on the Maturity Date applicable to such Loan.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement. To the extent any such accounts are inconsistent with the Register, the Register shall govern.

(e) Any Lender may request through the Administrative Agent that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered

assigns and in the form of Exhibit E. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.4) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

2.13 Prepayment of Loans. (a) Subject to the BOC Intercreditor and Subordination Agreement, the Borrower shall have the right at any time and from time to time to voluntarily prepay any Borrowing in whole or in part, without premium or penalty (but subject to Section 2.19) subject to prior notice in accordance with paragraph (c) of this Section.

(b) Each mandatory prepayment of Loans pursuant to Section 2.15(a) through 2.15(d) shall be applied ratably to the Loans.

(c) The Borrower shall notify the Administrative Agent by telephone (confirmed by written notice (which may be by email)) of any voluntary prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that any notice of prepayment of Loans may be conditioned upon the effectiveness of other credit facilities or any other financing or a sale transaction, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial voluntary prepayment of any Borrowing pursuant to Section 2.13(a) shall be in an integral multiple of $500,000 and not less than $2,500,000 (or, if less, the remaining outstanding amount of such Borrowing). Each repayment of a Borrowing shall be applied ratably to the Loans included in the repaid Borrowing.

(d) Notwithstanding anything to the contrary set forth in this Agreement (including Section 2.21(c)) or any other Loan Document, but subject to the BOC Intercreditor and Subordination Agreement, the Purchasing Borrower Parties shall have the right at any time and from time to time to purchase Loans by way of assignment in accordance with Section 9.4(g).

(e) [Reserved].

(f) Any Lender, at its option, may elect to decline any mandatory prepayment pursuant to Section 2.15(a), 2.15(b), 2.15(c) or 2.15(d) of any Loan held by it if it shall give written notice to the Administrative Agent thereof by 5:00 P.M., New York City time, not later than one Business Day after the date of such Lender's receipt of notice regarding such prepayment (any such Lender, a "Declining Lender"), and on the date of any such prepayment, any amounts that would otherwise have been applied to prepay Loans owing to Declining Lenders shall instead be retained by the Borrower for application for any purpose not prohibited by this Agreement.

2.14 Fees. (a) On each Periodic Fee Payment Date, the Borrower agrees to pay in immediately available funds to the Administrative Agent for the account of each Lender in accordance with its *pro rata* share of the Loans, a fee equal to 1.5% of the least of (x) the outstanding principal amount of Loans, (y) the Funded Loan Amount (as defined in the BOC Intercreditor and Subordination Agreement) and (z) $240,000,000.

(b) The Borrower agrees to pay to the Administrative Agent and to the Collateral Agent, for their own account, fees payable in the amounts and at the times separately agreed upon in writing between the Borrower and each of the Administrative Agent and the Collateral Agent.

2.15 Mandatory Prepayments. (a) Subject to the BOC Intercreditor and Subordination Agreement, if on the last day of each ECF Period, the Borrower and its Restricted Subsidiaries shall have Excess Cash during such ECF Period, then, so long as each of the ECF Prepayment Conditions have been satisfied on such date, the Borrower shall apply an amount equal to 15% of such Excess Cash (if any), less any Taxes paid or reasonably estimated by the Borrower and its Subsidiaries to be payable by the Borrower or any of its Subsidiaries and other reasonable costs to the Borrower and its Subsidiaries in connection with making a mandatory prepayment pursuant to this clause (a) and/or in connection with transferring cash within the Borrower and its Subsidiaries for the purposes of making a mandatory prepayment pursuant to this clause (a), to the prepayment of the Loans (together with accrued interest thereon) in accordance with Section 2.15(e). Each such prepayment shall be made on a date no later than three (3) months after the earlier of (i) the date on which the financial statements of the Borrower referred to in Section 5.1(a), for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders and (ii) the date such financial statements are actually delivered.

(b) If on any date the Borrower or any other Loan Party shall receive any Tax Refund Proceeds, then, such Tax Refund Proceeds shall be promptly deposited by the Borrower or such Loan Party in the Tax Refund Account and no later than ten (10) Business Days after the date of receipt by the Borrower or such Loan Party of such Tax Refund Proceeds, the Borrower shall pay over to the Administrative Agent an amount equal to 100% of such Tax Refund Proceeds, to be applied by the Administrative Agent to the prepayment of the Loans in accordance with Section 2.15(e)).

(c) Subject to the BOC Intercreditor and Subordination Agreement, if on any date the Borrower or any Loan Party shall receive any IVC Proceeds, then, such IVC Proceeds shall be promptly deposited by the Borrower or such Loan Party in the IVC Proceeds Account and no later than five (5) Business Days (or, if a Default or Event of Default has occurred and is continuing, three (3) Business Days) after the date of receipt by the Borrower or any other Loan Party of such IVC Proceeds, the Borrower shall pay over to the Administrative Agent a portion of such IVC Proceeds in the amount calculated pursuant to clause (a) of "Permitted Second Lien Debt Payment" (as defined in the BOC Intercreditor and Subordination Agreement), which amount shall be applied by the Administrative Agent to the prepayment of the Loans in accordance with Section 2.15(e).

(d) If on any date the Borrower or any other Loan Party shall receive any Effective Date True-Up Amount, then, such Effective Date True-Up Amount shall be promptly deposited by the Borrower or such Loan Party in the Effective Date True-Up Account and no later than three (3) Business Days after the date of receipt by the Borrower or any other Loan Party of such Effective Date True-Up Amount, the Borrower shall pay over to the Administrative Agent an amount equal to 100% of such Effective Date True-Up Amount, to be applied by the Administrative Agent to the prepayment of the Loans as set forth in Section 2.15(e). For the avoidance of doubt, this clause (d) is not subject to any subordination or standstill under the BOC Intercreditor and Subordination Agreement.

(e) Subject to Section 2.13(b), amounts to be applied pursuant to this Section 2.15 shall be applied first to reduce outstanding ABR Loans. Any amounts remaining after each such application shall be applied to prepay Eurodollar Loans; provided, however, that the Borrower may elect that the remainder of such prepayments not applied to prepay ABR Loans be deposited in a collateral account pledged to the Collateral Agent to secure the Obligations and applied thereafter by the Administrative Agent to prepay the Eurodollar Loans on the last day of the next expiring Interest Period for Eurodollar Loans; provided that (A) interest shall continue to accrue thereon at the rate otherwise applicable under this Agreement to the Eurodollar Loans in respect of which such deposit was made, until such amounts are applied to prepay such Eurodollar Loans, and (B) at any time while a Default has occurred and is continuing, the Administrative Agent may, and upon written direction from the Required Lenders shall, apply any or all of such amounts to the payment of Eurodollar Loans.

2.16 Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate, plus the Applicable Margin.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing, plus the Applicable Margin.

(c) Notwithstanding the foregoing, (i) upon the occurrence and during the continuance of any Event of Default pursuant to Section 7.1(a) (other than an Event of Default pursuant to Section 7.1(a)(iii) or 7.1(f), any overdue amount payable by the Borrower hereunder shall bear interest, after as well as before judgment, at a rate per annum equal to (A) in the case of overdue principal of or interest on any Loan, 2.00% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (B) in the case of any other overdue amount, 2.00% plus the rate applicable to Loans prior to giving effect to any increase in such rate pursuant to this paragraph and (ii) any Periodic Fee not paid on the applicable Periodic Fee Payment Date shall bear interest, after as well as before judgment, at a rate per annum equal to LIBO Rate plus 6.00% per annum until the date on which such Periodic Fee (and such accrued interest) is paid in full in cash.

(d) On each Interest Payment Date, all accrued interest on the Loans payable on each such date shall accrue unpaid until December 31st of the applicable year and all interest due and unpaid on December 31st of such year shall be paid in kind by ratably increasing the principal amount of the Loans by an amount equal to such accrued interest on such December 31st date. For the avoidance of doubt, such interest (i) shall be payable as part of the

outstanding principal amount of the Loans upon the Maturity Date (and thereafter on demand if not paid as required on the Maturity Date) and (ii) subject to the preceding sentence, shall constitute principal under the applicable Loans and, in each case, shall accrue interest at the applicable rate set forth in paragraphs (a) and (b) of this Section 2.16 above, and payable in accordance with this Section 2.16. Unless the context otherwise requires, for all purposes hereof, references to the "outstanding principal amount" or the "principal amount outstanding" of the Loans includes any accrued interest so capitalized and added to the principal amount of the Loans in accordance with the above.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

2.17 Alternate Rate of Interest. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including because the Screen Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or electronic transmission as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (B) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) If at any time the Administrative Agent determines (in consultation with the Required Lenders) (which determination shall be conclusive absent manifest error) that either (i) the circumstances set forth in clause (a)(i) of this Section 2.17 have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) of this Section 2.17 have not arisen but the supervisor for the administrator of the Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Screen Rate shall no longer be used for

determining interest rates for loans, then the Administrative Agent (in consultation with the Required Lenders) and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.2, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.17(b), only to the extent the Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

2.18 Increased Costs. (a) If any Change in Law shall:

(i) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes, (B) Excluded Taxes or (C) Other Taxes) on its Loans or other obligations hereunder, or its deposits, reserves or other liabilities or capital attributable thereto;

(ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (excluding any condition relating to Taxes) affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender (or in the case of clause (i), to the Administrative Agent or such Lender) of making, converting to, continuing or maintaining any Eurodollar Loan (or in the case of clause (i), any Loan) (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by the Administrative Agent or such Lender hereunder (whether of principal, interest or otherwise), then, upon request of such Lender, the Borrower will pay to the Administrative Agent or such Lender, as the case may be, such additional amount or amounts as will compensate the Administrative Agent or such Lender, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the Closing Date has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the matters giving rise to a claim under this Section 2.18 by such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

2.19 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.13(c) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.22(c), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (other than loss of profit). Such loss, cost or expense to any Lender shall consist of an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period

from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. Absent manifest error in the determination of such amount, the Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt thereof.

2.20 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made without deduction for any Taxes; provided that if the applicable Withholding Agent shall be required by Requirement of Law to deduct any Tax from such payments, then (i) the applicable Withholding Agent shall make or cause to be made such deductions, (ii) the applicable Withholding Agent shall pay or cause to be paid the full amount deducted to the relevant Governmental Authority in accordance with Requirement of Law, and (iii) if such Tax is an Indemnified Tax, the sum payable shall be increased by the applicable Loan Party as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.20(a)) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made.

(b) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with Requirement of Law.

(c) The Loan Parties shall indemnify the Administrative Agent and each Lender within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, or required to be withheld or deducted from a payment to the Administrative Agent or such Lender, as the case may be, and any reasonable expenses arising therefrom or with respect thereto; provided that the Loan Parties shall not be obligated to make payment to the Administrative Agent or any Lender pursuant to this Section in respect of penalties, interest and other liabilities attributable to any Indemnified Taxes or Other Taxes if (i) written demand therefor has not been made by the Administrative Agent or such Lender within 30 days from the date on which the Administrative Agent or such Lender knew of the imposition of such Indemnified Taxes or Other Taxes by the relevant Governmental Authority, (ii) such penalties, interest and other liabilities have accrued after the Loan Parties have indemnified or paid any additional amount pursuant to this Section or (iii) such penalties, interest and other liabilities are attributable to the gross negligence, bad faith or willful misconduct of the Administrative Agent or such Lender as determined by a court of competent jurisdiction by final and non-appealable judgment. A certificate setting forth in reasonable detail the basis for such claim and the calculation of the amount of any such payment or liability shall be delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority pursuant to this Section, the Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) (i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Borrower,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit [E-1] to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit [E-2] or Exhibit B-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit [E-2] on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by Requirement of Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Requirement of Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Requirement of Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D),

"FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(f) Each Lender shall indemnify the Administrative Agent for the full amount of any Taxes imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. Should the applicable Withholding Agent not deduct or withhold any Taxes imposed by FATCA from a payment under any Loan Document based on the documentation provided by a Lender pursuant to Section 2.20(d)(ii), any amounts subsequently determined by a Governmental Authority to be subject to United States Federal withholding Tax imposed pursuant to FATCA (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) shall be indemnified by such Lender. A certificate as to the amount of such payment or liability delivered to any Lender by the Withholding Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent under this paragraph (f).

(g) [Reserved].

(h) If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.20, it shall pay over such refund to the applicable Loan Party within a reasonable period (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.20 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Loan Party pursuant to this Section 2.20(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section 2.20(h) shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(i) Each party's obligations under this Section 2.20 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other Obligations.

(j) Notwithstanding anything contained in this Agreement to the contrary, if at the end of any accrual period (as defined in Code Section 1272(a)(5)) ending after the fifth (5th) anniversary of the issuance of a Loan, the aggregate amount of accrued and unpaid interest and original issue discount (as defined in Code Section 1273(a)(1)) on such Loan would, but for this paragraph, exceed an amount equal to the product of such Loan's issue price (as defined in Code Sections 1273(b) and 1274(a)) multiplied by the yield to maturity (as defined in Treasury Regulation Section 1.1272-1(b)(1)(i)) (the "Maximum Accrual"), all accrued and unpaid interest and original issue discount on such Loan as of the end of such accrual period in excess of an amount equal to the Maximum Accrual shall be paid in cash by the Borrower to the Lender of such Loan. This Section 2.20 is intended to prevent the Loans from being treated as "applicable high yield debt obligations" pursuant to Section 163(i) of the Code, and shall be interpreted consistently with such intent.

2.21 Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or amounts payable under Section 2.18, 2.19 or 2.20 or otherwise) prior to the time expressly required hereunder for such payment (or if no such time is expressly required, prior to 2:00 p.m. New York City time), on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 3 Second Street, Suite 206, Jersey City, New Jersey 07311, except that payments pursuant to Sections 2.18, 2.19, 2.20, 9.3 or 9.4(g) shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under any Loan Document shall be made in dollars. Any Loans paid or prepaid may not be reborrowed.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and

accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including, without limitation, Section 9.4(g)) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant permitted under this Agreement. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.21(d) or 8.7, then the Administrative Agent may (but shall not be obligated to), in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender’s obligations under such Sections until all such unsatisfied obligations are fully paid.

2.22 Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.20, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.20, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender (or any Participant in the Loans held by such Lender) requests compensation under Section 2.18, or if the Borrower is required to pay any amount to any Lender (or its Participant) or any Governmental Authority for the account of any Lender

pursuant to Section 2.20, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4 (provided that, if the required Assignment and Assumption is not executed and delivered by such Lender, such Lender will be unconditionally and irrevocably deemed to have executed and delivered such Assignment and Assumption as of the date such Lender receives payment in full of the amounts set forth in clause (ii) below)), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, to the extent consent for an Assignment and Assumption would be required by such Person pursuant to Section 9.4, which consent shall not unreasonably be withheld, conditioned or delayed, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees, prepayment premiums set forth in Section 2.13(e) (if applicable) and all other amounts payable to it hereunder (but, for the avoidance of doubt, not any amounts in respect of contingent reimbursement and indemnification obligations which are not due and payable), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.20, such assignment will result in a reduction in such compensation or payments in the future. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 9.2 requires the consent of all of the Lenders or all affected Lenders and with respect to which the Required Lenders, a majority of the affected Lenders shall have granted their consent, then the Borrower may (unless such Non-Consenting Lender grants such consent), at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4 (provided that, if the required Assignment and Assumption is not executed and delivered by such Non-Consenting Lender, such Non-Consenting Lender will be unconditionally and irrevocably deemed to have executed and delivered such Assignment and Assumption as of the date such Non-Consenting Lender receives payment in full of the amounts set forth in clause (ii) below)), all of its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, to the extent consent for an Assignment and Assumption would be required by such Person pursuant to Section 9.4, which consent shall not unreasonably be withheld, conditioned or delayed, (ii) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees, prepayment premiums set forth in Section 2.13(e) (if applicable) and all other amounts payable to it hereunder (but, for the avoidance of doubt, not any amounts in respect of contingent reimbursement and indemnification obligations which are not due and payable), from the assignee (to the extent of

such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) the replacement Lender shall grant its consent with respect to the applicable proposed amendment, waiver, discharge or termination.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement, the Borrower hereby represents and warrants to each Agent and each Lender on the Closing Date that each of the representations and warranties set forth in Clause 22 (Representations) of the BOC Facilities Agreement are true and correct in all material respects on and as of the Closing Date (without duplication of any materiality or material adverse effect qualifiers set forth therein).

SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to Initial Extension of Credit. The obligations of each Lender to be deemed to have made the Loans hereunder on the Closing Date are subject to the satisfaction of the following conditions on the Closing Date:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by a duly authorized officer of the Borrower, (ii) an executed signature page from each Lender party to this Agreement on the Closing Date and (iii) an executed copy of the Guarantee and Collateral Agreement;

(b) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit B hereto, with appropriate insertions and attachments;

(c) Other Certifications. The Administrative Agent shall have received the following:

(i) a copy of the charter or other similar organizational document of each Loan Party and each amendment thereto, certified (as of a date reasonably near the date of the initial extension of credit) as being a true and correct copy thereof by the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized;

(ii) a copy of a certificate of the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized, dated reasonably near the date of the initial extension of credit, listing the charter or other similar organizational document of such Loan Party and each amendment thereto on file in such office and, if available, certifying that (A) such amendments are the only amendments to such Person's charter on file in such office and (B) such Person is duly organized and (to the extent such certificate exists in the relevant jurisdiction) in good standing or full force and effect under the laws of such jurisdiction; and

(iii) a certificate of a duly authorized officer or director of each Loan Party, certifying (i) that the attached copies of such Loan Party's organizational documents are true and complete, and in full force and effect, without amendment except

as shown; (ii) that an attached copy of resolutions authorizing execution and delivery of the Loan Documents is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to the Loan Documents; and (iii) to the title, name and signature of each Person authorized to sign the Loan Documents;

(d) Filings, Registrations, Recordings and Searches. Each UCC financing statement required by the Security Documents to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein), shall have been filed, registered or recorded or shall have been delivered to the Administrative Agent in proper form for filing, registration or recordation;

(e) Representations and Warranties. Each of the Major Representations shall be true and correct in all material respects on and as of such date as if made on and as of such date, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date (provided that, in each case, such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified by materiality or Material Adverse Effect);

(f) Sale Order. The Sale Order shall have been entered by the Bankruptcy Court and (ii) the Borrower shall have delivered copies (which may be by electronic transmission) of the Sale Motion and the Sale Order to the Administrative Agent;

(g) Sale. The Sale shall have been consummated substantially concurrently with the issuance of the Funded Loan Amount on the Closing Date;

(h) Legal Opinion. The Administrative Agent shall have received on behalf of the Collateral Agent and the Lenders, a customary legal opinion of White & Case LLP, special New York counsel to the Borrower, dated the Closing Date and in form and substance reasonably acceptable to the Administrative Agent; and

(i) "Know-Your-Customer". The Loan Parties shall have provided or caused to be provided the documentation and other information to the Administrative Agent required by United States regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act at least three (3) Business Days prior to the Closing Date, to the extent reasonably requested in writing at least ten (10) Business Days prior to the Closing Date.

For purposes of determining whether the conditions specified in this Section 4.1 have been satisfied on the Closing Date, by executing this Agreement and/or funding any Loans hereunder, the Administrative Agent and each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

SECTION 5. AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as any Loan or other amount (excluding Obligations in respect of contingent reimbursement and indemnification obligations which are not due and payable) is owing to any Lender or any Agent hereunder, the Borrower shall and shall cause each of the Borrower's Restricted Subsidiaries to:

5.1 Financial Statements. Furnish to the Administrative Agent for further delivery to each Agent and each Lender:

(a) as soon as available, but in any event within 120 days (or, 150 days after the first full fiscal year after the Closing Date) after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, all in reasonable detail and prepared in accordance with GAAP, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit (other than a "going concern" statement, explanatory note or like qualification or exception resulting solely from an upcoming maturity date hereunder), by an Auditor;

(b) as soon as available, but in any event not later than 60 days (or 90 days in the case of the second, third and fourth full fiscal quarters after the Closing Date) after the end of each of the first three quarterly periods of each fiscal year of the Borrower (commencing with the second full fiscal quarter after the Closing Date), the unaudited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries in accordance with GAAP (subject to normal year end audit adjustments and the absence of footnotes); and

(c) together with each set of consolidated financial statements referred to in Sections 5.1(a) and 5.1(b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) (which may be in footnote form only) from such consolidated financial statements.

Notwithstanding the foregoing, the obligations in paragraphs (a), (b) and (c) of this Section 5.1 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent company of the Borrower that directly or indirectly owns all of the Capital Stock of the Borrower or (B) the Borrower's (or any direct or indirect parent company thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of clauses (A) and (B), (i) to the extent such information relates to a parent of the Borrower and if requested by the Administrative Agent, such information is accompanied by consolidating information that

explains in reasonable detail the differences between the information relating to the Borrower (or such parent), on the one hand, and the information relating to the Borrower and the Restricted Subsidiaries on a standalone basis, on the other hand (which consolidating information shall be certified by a Responsible Officer of the Borrower as fairly presenting such information unless such consolidating information is contained in the financial statements included in a Form 10-K or 10-Q filed with the SEC), and (ii) to the extent such information is in lieu of information required to be provided under Section 5.1(a), the consolidated financial statements included in the materials provided pursuant to the foregoing clause (A) or (B) are accompanied by a report by PricewaterhouseCoopers or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception or qualification arising out of the scope of such audit (other than a "going concern" statement, explanatory note or like qualification or exception resulting solely from an upcoming maturity date hereunder).

Upon the written request of the Administrative Agent or the Required Lenders, the Borrower will conduct a quarterly meeting, commencing with the [second] full fiscal quarter ending after the Closing Date, which meeting shall be hosted by teleconference with the Administrative Agent and the Lenders within a reasonable time to be mutually agreed after the delivery of the information required pursuant to Section 5.1(a) or (b) above, to discuss the financial condition and results of operations of the Loan Parties. Such meeting shall be held at a time convenient for the Administrative Agent and the Lenders. The Agents and the Lenders acknowledge that the content of such calls will include Nonpublic Information.

5.2 Certificates; Other Information. Furnish to the Administrative Agent in each case for further delivery to the Collateral Agent and each Lender (a) concurrently with the delivery of any financial statements pursuant to Sections 5.1(a) and 5.1(b), (i) a certificate of a Responsible Officer stating that such Responsible Officer has obtained no knowledge of any Event of Default except as specified in such certificate and (ii) a Compliance Certificate and (b) simultaneously with the delivery of the Budget to the BOC Agent in accordance with Clause 23.4 (Budget) of the BOC Facilities Agreement, a copy of the Budget.

Concurrently with the delivery of any document or notice required to be delivered pursuant to this Section 5.2 (collectively, the "Borrower Materials"), the Borrower shall indicate in writing whether such document or notice contains Nonpublic Information (which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof if such Borrower Materials may be distributed to "public-side" Lenders). the Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material non-public information with respect to the Borrower, its Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to this Section 5.2 or otherwise are being distributed through IntraLinks/IntraAgency, SyndTrak or another relevant website or other information platform (the "Platform"), any document or notice that the Borrower has indicated contains Nonpublic Information shall not be posted on that portion of the Platform designated for such public-side Lenders. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "public side". If the Borrower has not indicated whether a document or notice delivered pursuant to this Section 5.2 contains Nonpublic Information, the Administrative Agent shall post such document or notice solely on that portion of the Platform designated for Lenders who do not wish to receive material nonpublic information with respect to the Borrower, its Subsidiaries and their securities.

5.3 Payment of Obligations. Pay, discharge or otherwise satisfy before they become delinquent, as the case may be, all its material tax obligations, except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Restricted Subsidiaries, as the case may be or (b) where the failure to pay, discharge or otherwise satisfy the same would not reasonably be expected to have a Material Adverse Effect.

5.4 Conduct of Business and Maintenance of Existence, etc. (a) (i) Preserve, renew and keep in full force and effect its corporate or other organizational existence and (ii) take all reasonable action to maintain all rights, privileges, franchises, permits and licenses necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 and except (other than in the case of the preservation of existence of the Borrower) to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; (b) to the extent not in conflict with this Agreement or the other Loan Documents, comply with all Contractual Obligations and applicable Requirements of Law, except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws.

5.5 Notices. Promptly give notice to the Administrative Agent for further delivery to the Collateral Agent and each Lender of knowledge by the Borrower of the occurrence of any Default and any litigation or proceeding against any Loan Party that would reasonably be expected to have a Materially Adverse Effect. Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action (if any) the Borrower or the relevant Restricted Subsidiary proposes to take with respect thereto.

5.6 Refinancing. If Leverage as at the last day of any fiscal quarter of the Borrower is less than or equal to 1.50 to 1.00, to commence (on a commercially reasonable basis) a process to refinance the entire capital structure of the Loan Parties in accordance with procedures and milestones to be mutually agreed by the Borrower and the Required Lenders each in their reasonable discretion at such time.

5.7 Material Subsidiaries.[11]

(a) The Borrower shall procure that, subject to the BOC Intercreditor and Subordination Agreement, the Security Principles:

(i) each Material Subsidiary that is acquired by the Borrower pursuant to the Sale on the Closing Date, shall enter into each of the Security Documents listed

[11] NTD: Subject to final Clause 25.22 (Material Subsidiaries) of BOC Facilities Agreement.

next to such Material Subsidiary's name as set forth on Schedule 5.7 attached hereto, in each case, on the Closing Date;[12]

(ii) each other Domestic Material Subsidiary (but not an Excluded Guarantor) shall:

(A) execute an Assumption Agreement (as defined in the Guarantee and Collateral Agreement); and

(B) grant a security interest in its assets (other than Excluded Assets) in favor of the Collateral Agent for the benefit of the Secured Parties in accordance with the Security Principles;

(C) in each case, by no later than the date falling 90 days after the date of the relevant Compliance Certificate delivered pursuant to Section 5.2(a)(ii) pursuant to which such Material Subsidiary is determined to constitute a Material Subsidiary (or such later date as provided under the Security Principles or may be agreed upon by the Borrower and the Administrative Agent).

(iii) each other Material Subsidiary which is a Foreign Subsidiary (and not an Excluded Guarantor) shall:

(A) execute and deliver a guarantee, in customary form as determined by the Borrower in its reasonable discretion; and

(B) grant a security interest in its assets subject to the Security Principles in favor of the Collateral Agent for the benefit of the Secured Parties;

in each case, by no later than the date falling 90 days after the date of the relevant Compliance Certificate delivered pursuant to Section 5.2(a)(ii) pursuant to which such Material Subsidiary is determined to constitute a Material Subsidiary (or such later date as may be agreed upon by the Borrower and the Administrative Agent);

(iv) each Group Member (that is not an Excluded Guarantor and is not a Group Member referred to in any of paragraph (i), (ii) or (iii) above) which, at the sole option of the Borrower, becomes an Additional Guarantor, shall grants Lien over its assets within 90 days after the relevant Guarantee Coverage Ratio Test Date (or within such longer period as may be agreed upon by the Borrower and the Administrative Agent); and

(v) each Group Member that is a holder of Capital Stock in any other Material Subsidiary referred to in paragraphs (ii) and (iii) above or any other Group Member referred to in paragraph (iv) above (which holder is itself not an Excluded

[12] NTD: Timeline to be further updated in respect of the U.S. Mortgage (if any) and if day 1 Material Subsidiaries list includes any Non-U.S. entity.

Guarantor) shall, upon such Material Subsidiary referred to in paragraphs (ii) and (iii) above or, as the case may be, other Group Member referred to in paragraph (iv) above becoming an Additional Guarantor (or by such later date as may be agreed upon by the Borrower and the Administrative Agent), grant a security interest to the Collateral Agent for the benefit of the Secured Parties over the Capital Stock in such Material Subsidiary or, as the case may be, such Group Member held by it (to the extent not already so granted).

(b) No security interest shall be required to be granted in favor of the Collateral Agent for the benefit of the Secured Parties over:

(i) any assets of any Onshore Group Member or any Excluded Guarantor at any time;

(ii) (in the event of any Change in US Tax Law, and to the extent confirmed otherwise in a Material Adverse Tax Opinion) more than 65% of Capital Stock (of any class) in any CFC Group Member or FSHCO; or

(iii) with respect to any U.S. Loan Party, any Excluded Assets (as defined in the Security Principles).

(c) Notwithstanding anything to the contrary herein, no Subsidiary of the Borrower shall be required to become a Guarantor or grant any security interests in its assets, unless such Subsidiary shall also be required to become a Guarantor (or similar term) under the BOC Facilities Agreement.

5.8 Guarantor Coverage Ratio.[13]

(a) Subject to paragraph (d) below, the Borrower shall ensure that, at the times set forth in paragraph (c) below, the aggregate of earnings before interest, tax, depreciation and amortization (calculated on the same basis as Adjusted EBITDA) of the Guarantors which are Group Members (the "Guarantee EBITDA Coverage Ratio") (calculated on an unconsolidated basis and excluding all intra-Group items and investments in any Group Member but including the amount of any dividends or other profit distributions or loan repayments received in cash from any Excluded Guarantor; provided that if the Adjusted EBITDA of any such Guarantor is less than zero, it shall be treated as zero) represents not less than 90 % of Adjusted EBITDA of the Group (excluding any portion of such Adjusted EBITDA that is attributable to any Excluded Guarantor, for so long as such Excluded Guarantor has not become a Guarantor, but including the amount of any dividends or other profit distributions or loan repayment received in cash from any Excluded Guarantor; provided that if any portion of such Adjusted EBITDA that is attributable to a Group Member whose Adjusted EBITDA is less than zero, the Adjusted EBITDA of such Group Member shall be treated as zero) ("Coverage EBITDA"). For such purpose, the earnings before interest, tax, depreciation and amortization of each Group Member (on an unconsolidated basis) shall be determined by reference to the latest

[13] NTD: Subject to final BOC Facilities Agreement.

annual unconsolidated financial statements of that Group Member (audited if available), as prepared in accordance with the Accounting Principles applicable to that Group Member.

(b) Subject to paragraph (e) below, the Borrower shall ensure that, at the times set forth in paragraph (c) below, the aggregate total assets of each of the Guarantors who are Group Members (the "Guarantee Asset Coverage Ratio") (calculated on an unconsolidated basis and excluding all intra-Group items and investments in any Group Member) represents not less than 90% of the consolidated total assets of the Group (calculated by excluding any portion of the consolidated total assets of the Group that is attributable to any Excluded Guarantor (and for so long as such Excluded Guarantor has not become a Guarantor)) ("Coverage Assets").

(c) Each of the Guarantee EBITDA Coverage Ratio and the Guarantee Asset Coverage Ratio shall be tested:

(i) on the First Test Date; and

(ii) thereafter, on each date on which the financial statements delivered pursuant to Section 5.1(a) and the accompanying Compliance Certificate are delivered to the Administrative Agent,

(each, a "Guarantee Coverage Ratio Test Date").

(d) If, on any Guarantee Coverage Ratio Test Date, the Guarantee EBITDA Coverage Ratio is below 90% of Coverage EBITDA of the Group, the Borrower shall procure that additional Group Members become Guarantors to the extent required to ensure that the Guarantee EBITDA Coverage Ratio is restored to no less than 90% of the Coverage EBITDA of the Group within 90 days after such Guarantee Coverage Ratio Test Date.

(e) If, on any Guarantee Coverage Ratio Test Date, the Guarantee Asset Coverage Ratio is below 90% of the Coverage Assets of the Group, the Borrower shall procure that additional Group Members become Guarantors to the extent required to ensure that the Guarantee Asset Coverage Ratio is restored to no less than 90% of the Coverage Assets of the Group within 90 days after such Guarantee Coverage Ratio Test Date.

(f) Each Loan Party shall use, and shall procure that each relevant Group Member will use, all reasonable endeavors lawfully available to avoid any unlawfulness or personal liability which prevents any Group Member from becoming a Guarantor. This includes[, in the case of Group Members that are not Domestic Subsidiaries,] agreeing to a limit on the amount guaranteed. The Administrative Agent may (but shall not be obliged to) agree to such a limit if, in its opinion, to do so would avoid the relevant unlawfulness or personal liability.

(g) For the purpose of this Section 5.8, "Accounting Principles" shall mean, in respect of:

(i) the consolidated Group, GAAP;

(ii) a Group Member incorporated in a jurisdiction which has generally accepted accounting principles, standards and practices, the generally accepted accounting principles, standards and practices in that jurisdiction (including, in the case of any Specified China Subsidiary or other Group Member incorporated in the PRC, PRC GAAP), IFRS or GAAP; or

(iii) a Group Member incorporated in a jurisdiction which does not have generally accepted accounting principles, standards and practices, IFRS or GAAP.

(h) Notwithstanding anything to the contrary herein, no Subsidiary of the Borrower shall be required to become a Guarantor hereunder pursuant to this Section 5.9, unless such Subsidiary shall also become a Guarantor under the BOC Facilities Agreement.

5.9 <u>Further Assurances</u>. Subject to the BOC Intercreditor and Subordination Agreement, Section 5.7, the Security Principles and the limitations set forth therein and in each Loan Document, each Loan Party shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Collateral Agent may reasonably specify (and in such form as the Collateral Agent may reasonably require in favor of the Collateral Agent or its nominee(s)) to perfect the Liens created or intended to be created under or evidenced by the Security Documents or for the exercise of any rights, powers and remedies of the Collateral Agent or the Secured Parties provided by or pursuant to the Loan Documents (to which such Loan Party is a party) or by law.

5.10 <u>Maintenance of Ratings</u>. At all times, the Borrower shall use commercially reasonable efforts to maintain a private corporate rating (but not any specific rating) from either Moody's or S&P for the Loans.

5.11 <u>Designation of Subsidiaries</u>. (a) The Borrower may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (i) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing, (ii) immediately after giving effect to such designation the Borrower and the Restricted Subsidiaries shall be in compliance, on a Pro Forma Basis as of the last day of the most recently ended Test Period, Leverage shall not to exceed [●] to 1.00 and the Borrower shall have delivered to the Administrative Agent a certificate setting forth in reasonable detail the calculations demonstrating such compliance, and (iii) no Restricted Subsidiary may be designated as an Unrestricted Subsidiary if after such designation it would be a "restricted subsidiary" for the purpose of the BOC Facilities Agreement.

(b) The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the Borrower therein at the date of designation in an amount equal to the fair market value of the Borrower's investment therein as determined in good faith by the Borrower and the Investment resulting from such designation must otherwise be in compliance with Section 6.7 (as determined at the time of such designation). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time and a return on any Investment by the Borrower in such Unrestricted Subsidiary; <u>provided</u> that solely for

purposes of Section 5.7 and the Security Documents, any Unrestricted Subsidiary designated as a Restricted Subsidiary shall be deemed to have been acquired on the date of such designation. Any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Borrower.

5.12 Maintenance of Insurance. Subject to Section 5.21:

(a) Maintain with financially sound and reputable insurance companies insurance (or, with respect to inventory and equipment at the retail store level, a program of self-insurance) on all its Property in at least such amounts and against at least such risks as are customarily insured against in the same geographic regions by companies of similar size engaged in the same or a similar business; provided that such insurance shall not be required to cover ephedra products or other products for which insurance is not available or is not available on commercially reasonable terms.

(b) If any portion of any Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area with respect to which flood insurance has been made available under the Flood Insurance Laws, then the Borrower shall, or shall cause each Loan Party to, (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent.

5.13 ERISA. Each Loan Party shall (and the Parent shall cause each ERISA Affiliate to):

(a) maintain all Single Employer Plans that are presently in existence or may, from time to time, come into existence, in compliance with the terms of any such Single Employer Plan, ERISA, the Code and all other applicable laws ; and

(b) make or cause to be made contributions to all Single Employer Plans in a timely manner and, with respect to Single Employer Plans, in a sufficient amount to comply with the requirements of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code.

5.14 ERISA Related Information. Other than would not reasonably be expected to have a Material Adverse Effect, each Loan Party shall:

(a) promptly upon written request of the Administrative Agent, deliver thereto copies of each annual and other return, report or valuation with respect to each Single Employer Plan or Multiemployer Plan, as filed with any applicable governmental authority, promptly following receipt thereof, deliver to the Administrative Agent copies of:

(i) any documents described in Section 101(k) or Section 101(l) of ERISA that any of the Loan Parties or ERISA Affiliates may request with respect to any Multiemployer Plan; and

(ii) any documents described in Section 101(f) of ERISA that any of the Loan Parties or ERISA Affiliates receives with respect to any Multiemployer Plan;

(b) promptly and in any event within 15 Business Days after any of the Loan Parties or ERISA Affiliates knows that an ERISA Event has occurred, deliver to the Administrative Agent a statement of the finance director of the Borrower or other officer acceptable to the Administrative Agent (acting reasonably) of such Loan Party or ERISA Affiliate describing such occurrence and the actions, if any, that such Loan Party or ERISA Affiliate has taken and proposes to take with respect thereto;

(c) promptly and in any event within 15 Business Days after receipt thereof by any of the Loan Parties or ERISA Affiliates, deliver to the Administrative Agent copies of each notice from the PBGC stating its intention to terminate any Single Employer Plan or Multiemployer Plan or to have a trustee appointed to administer any Single Employer Plan or Multiemployer Plan; and

(d) promptly upon becoming aware of it notify the Administrative Agent of a claim or other communication alleging material non-compliance by any Loan Party or any Subsidiary thereof with any law or regulation relating to any Plan that would reasonably be expected to have a Material Adverse Effect.

5.15 Books and Records. Each Loan Party shall permit the Administrative Agent and the Collateral Agent and its accountants or other professional advisers, after consultation with the Borrower as to the scope of the inspection, to inspect the accounts, books and records of the relevant Loan Party or Material Subsidiary at reasonable times upon reasonable prior written notice from the Administrative Agent to the Borrower (subject to any applicable confidentiality obligations of such Loan Party or Material Subsidiary); provided that any request for such inspection by the Administrative Agent or the Collateral Agent may only be made once in every fiscal year of the Borrower and its Restricted Subsidiaries, unless an Event of Default is continuing or the Administrative Agent or the Collateral Agent reasonably suspects that an Event of Default has occurred and is continuing.

5.16 Notices. The Borrower shall supply to the Administrative Agent:

(a) at the same time as they are dispatched, copies of all documents dispatched by the Borrower or any other Loan Party to its shareholders generally (or any class of them in their capacity as shareholders) as mandatorily required by law or regulation or dispatched by the Borrower or any other Loan Party to its creditors generally (or any class of them in their capacity as creditors);

(b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings (except for any frivolous or vexatious proceedings) which are current, threatened or pending against any Loan Party or Group Member, and which, if adversely determined, would reasonably be expected to have a Material Adverse Effect; and

(c) promptly on request, such further information regarding the financial condition, business and operations of any Group Member, as the Administrative Agent (acting

on the instructions of the Required Lenders) may reasonably require, provided that the provision of such information to the Secured Parties is not restricted pursuant to confidentiality obligations binding on any Loan Party or Group Member (unless such restriction can be overcome by imposing confidentiality obligations on the Secured Parties in respect of such information that are equivalent or substantially the same as the confidentiality obligations that are binding on any Group Member, and the Secured Parties agree to such confidentiality obligations) and such disclosure of information would not breach any law, regulation or stock exchange requirement applicable to it or any duty of confidentiality it is subject to under law.

5.17 Fiscal Period. End the Fiscal Year of the Borrower on December 31 and maintain the Borrower's method of determining fiscal quarters as such method is in effect on the Closing Date.

5.18 Anti-Corruption and Sanctions.

(a) None of the Loan Parties shall knowingly (and the Borrower shall ensure that no Group Member will knowingly):

(i) engage in any transaction that violates any of the applicable prohibitions set forth in any applicable Anti-Corruption Laws in any material respect;

(ii) engage in any transaction that violates any of the applicable prohibitions set forth in any Anti-Money Laundering Laws in any material respect; or

(iii) engage in any transaction that violates any of the applicable prohibitions set forth under any Sanctions in any material respect.

(b) None of the Loan Parties shall knowingly (and the Borrower shall ensure that no Group Member will knowingly) use, lend, contribute or otherwise make any proceeds of any utilization under the Facility available or otherwise utilize the Facility directly or, to the best of the knowledge of the Borrower, indirectly to or in favor of (A) any person to fund or facilitate any activities or business in any country or territory that, at the time of such funding or facilitation, is a Sanctioned Country or (B) in any other manner, that, in each case of (A) or (B), will result in any violation by it, any Group Member or any Secured Party of any applicable Sanctions in any material respect.

5.19 Tax Refund. The Borrower shall use its commercially reasonable efforts (to the extent the positions being asserted meet at least a "more-likely-than-not" standard) to, or cause the Chapter 11 Debtors to, as applicable (a) apply as soon as reasonably practicable for the Tax Refund and (b) pursue administrative and/or judicial remedies to the extent the IRS denies all or a portion of the Tax Refund.

5.20 Material Adverse Tax Opinion.[14] In respect of the grant of any Lien and/or guarantee by, or over Capital Stocks in, any CFC Group Member or any FSHCO which would, but for any Material Adverse Tax Opinion, otherwise be required to be granted pursuant to the terms of the Loan Documents, the Borrower shall, at its own cost, procure the delivery of

[14] NTD: Subject to final Clause 23.11 of BOC Facilities Agreement.

such Material Adverse Tax Opinion (in form and substance reasonably satisfactory to the Administrative Agent) to the Administrative Agent to demonstrate that the grant of such Lien and/or guarantee would give rise to material adverse tax implications or considerations, provided that, in the event that such material adverse tax implications or considerations could be overcome subsequently, the Borrower shall procure that such Lien and/or guarantee be granted as soon as reasonably practicable.

5.21 Post-Closing Obligations. Take all necessary actions to satisfy the items described on Schedule 5.21 within the applicable period of time specified in such Schedule (or such longer period as the Administrative Agent may agree in its reasonable discretion).

SECTION 6. NEGATIVE COVENANTS

The Borrower agrees that, so long as any Loan or other amount (excluding Obligations in respect of contingent reimbursement and indemnification obligations which are not due and payable) is owing to any Lender or any Agent hereunder, the Borrower shall not, and shall not permit any of the Borrower's Restricted Subsidiaries to:

6.1 [Reserved].

6.2 Limitation on Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness pursuant to any Loan Document;

(b) Indebtedness of (i) [reserved], (ii) the Borrower to any Restricted Subsidiary, (iii) any Guarantor to the Borrower or any other Restricted Subsidiary (provided that any such Indebtedness for borrowed money under clause (ii) or (iii) that is owed by any Loan Party to any Restricted Subsidiary that is not a Loan Party shall be evidenced by the Subordinated Intercompany Note and subordinated to the Obligations on the terms set forth therein), and (iv) any Restricted Subsidiary that is not a Guarantor to (x) any Loan Party (provided that the Investment by such Loan Party in such Restricted Subsidiary is permitted by Section 6.7) or (y) any other Restricted Subsidiary that is not a Loan Party;

(c) Indebtedness (including, without limitation, Capital Lease Obligations and Indebtedness secured by Purchase Money Security Interests) secured by Liens permitted by Section 6.3(g) in an aggregate principal amount not to exceed the greater of (i) $10,000,000 and (ii) 9.25% of EBITDA (determined on a Pro Forma Basis as of the last day of the most recently ended Test Period) at any one time outstanding and any Permitted Refinancings thereof;

(d) Indebtedness outstanding on the Closing Date and listed on Schedule 6.2(d) and intercompany Indebtedness outstanding on the Closing Date and any Permitted Refinancings thereof;

(e) Guarantee Obligations (i) made in the ordinary course of business by the Borrower or any of its Restricted Subsidiaries of obligations of the Borrower or any Restricted Subsidiary and (ii) of the Borrower or any Restricted Subsidiary in respect of Indebtedness

otherwise permitted to be incurred by the Borrower or such Restricted Subsidiary, as the case may be, under this Section 6.2; provided that if the Indebtedness being guaranteed is subordinated to the Obligations such guarantee shall be subordinated to the guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination provisions of such Indebtedness;

(f) [reserved];

(g) Indebtedness of the Borrower or any Restricted Subsidiary that is assumed in connection with any acquisition of property, or of any Person that becomes a Restricted Subsidiary acquired pursuant to any Permitted Acquisition or other Investment permitted under Section 6.7 and any Permitted Refinancings thereof; provided that such Indebtedness was not incurred (x) to provide all or a portion of the funds utilized to consummate the transaction or series of related transactions constituting such acquisition or property or Permitted Acquisition or Investment or (y) otherwise in connection with, or in contemplation of, such acquisition or property or Permitted Acquisition or Investment;

(h) Indebtedness of Excluded Subsidiaries: provided that the aggregate principal amount of such Indebtedness shall not exceed $5,000,000 at any one time outstanding;

(i) [reserved];

(j) to the extent constituting Indebtedness, Cash Management Obligations and other Indebtedness in respect of Cash Management Services in the ordinary course of business and Indebtedness arising from the endorsement of instruments or other payment items for deposit and the honoring by a bank or other financial institution of instruments or other payments items drawn against insufficient funds;

(k) to the extent constituting Indebtedness, indemnification, deferred purchase price adjustments, earn-outs or similar obligations, in each case, incurred or assumed in connection with the acquisition of any business or assets or any Investment permitted to be acquired or made hereunder or any Disposition permitted hereunder;

(l) Indebtedness of a Foreign Subsidiary which would be permitted as an Investment pursuant to Sections 6.7(l), 6.7(m), 6.7(n), 6.7(w) or 6.7(z);

(m) Indebtedness of Foreign Subsidiaries in an aggregate principal amount not to exceed $10,000,000 at any time outstanding;

(n) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Indebtedness in respect of Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes, to protect against exposure to interest rates, commodity prices or foreign exchange rates;

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) Indebtedness representing deferred compensation or similar obligations to employees of the Borrower and its Subsidiaries incurred in the ordinary course of business;

(t) Indebtedness consisting of obligations of the Borrower and the Restricted Subsidiaries under deferred compensation or other similar arrangements with employees incurred by such Person in connection with Permitted Acquisitions or any other Investments permitted hereunder constituting acquisitions of Persons or businesses or divisions;

(u) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims; provided that upon the drawing of such letter of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 90 days (or such longer period as may be agreed upon by the Administrative Agent) unless the amount or validity of such obligations are being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or its Restricted Subsidiaries, as the case may be;

(v) Indebtedness in respect of performance, bid, release, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of the Restricted Subsidiaries, in each case in the ordinary course of business;

(w) Indebtedness in respect of letters of credit issued for the account of the Borrower or any of the Restricted Subsidiaries so long as (x) such Indebtedness is cash collateralized and (y) the aggregate principal amount of such Indebtedness does not exceed $10,000,000 at any one time outstanding;

(x) Indebtedness incurred in the ordinary course of business with respect to customer deposits and other unsecured current liabilities not the result of borrowing and not evidenced by any note or other evidence of Indebtedness;

(y) [reserved];

(z) [reserved];

(aa) Indebtedness (i) in the form of term loans up to a maximum principal amount at any one time outstanding of $400,000,000 and (ii) in the form of revolving loans up to a maximum principal amount at any one time outstanding of $175,000,000, in each case, incurred under the BOC Facilities Agreement and any Permitted Refinancing thereof; provided that (x) any such Indebtedness is subject to the BOC Intercreditor and Subordination Agreement and (y) solely for purposes of clause (aa), any Permitted Refinancing of term loans thereof shall be permitted to exceed the outstanding principal amount refinanced (including through

amendment or upsize) so long as such excess amount (net of an amount equal to all unpaid accrued or capitalized interest thereon, undrawn commitments with respect thereto, any make-whole payments, fees, or premium (including tender premium) applicable thereto or paid in connection therewith, any swap breakage costs and other termination costs related to Hedge Agreements, plus upfront fees and original issue discount on such refinancing Indebtedness, plus other customary fees and expenses in connection with such refinancing) is used to prepay the Loans hereunder;

(bb) unsecured Indebtedness of the Borrower in an aggregate principal amount not to exceed $[●];

(cc) without duplication, any Indebtedness permitted by the BOC Finance Documents (as in effect on the date hereof), including pursuant to Clauses 25.15 (No guarantees) and 25.17 (Financial Indebtedness) of the BOC Facilities Agreement (as in effect on the date hereof);

(dd) Indebtedness in an aggregate principal amount not to exceed $10,000,000 (plus customary fees and expenses in connection therewith, plus upfront fees and original issue discount) that is unsecured or secured by Liens on the Collateral that rank junior in priority to the Liens securing the Obligations, in each case pursuant to a Customary Intercreditor Agreement and any Permitted Refinancings thereof; provided that such Indebtedness does not mature prior to the Maturity Date and the Weighted Average Life to Maturity of such Indebtedness is not less than 91 days longer than the Weighted Average Life to Maturity of the then outstanding Loans (as determined on the date of incurrence of such Indebtedness);

(ee) without duplication (including of clause (aa) and (cc) above), a revolving credit facility (such revolving credit facility, the "Revolving Facility") issued to the Borrower or one or more of its Restricted Subsidiaries as borrower(s) thereunder on terms and conditions (x) no more restrictive in an material manner than the terms and conditions provided for in the BOC Finance Documents or (y) otherwise reasonably acceptable to the Required Lenders with the aggregate principal amount of any revolving commitments thereunder, including all sub-limits thereunder, not to exceed $175,000,000 at any time and any Permitted Refinancings thereof; and

(ff) to the extent constituting Indebtedness, all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in Section 6.2 (a) through (ee) above.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding,

refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus any undrawn commitments with respect thereto and the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such refinancing.

To the extent otherwise constituting Indebtedness, the accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall be deemed not to be Indebtedness for purposes of this Section 6.2. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP.

6.3 Limitation on Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for Taxes, assessments or governmental charges or levies not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect to such proceedings are maintained on the books of the Borrower or its Restricted Subsidiaries, as the case may be, in conformity with GAAP);

(b) (i) carriers', warehousemen's, landlord's, mechanics', contractor's, materialmen's, repairmen's or other like Liens imposed by law or arising in the ordinary course of business which secure amounts that are not overdue for a period of more than 60 days or if more than 60 days overdue, are unfiled and no action has been taken to enforce such Lien, or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect to such proceedings are maintained in the books of the Borrower or the applicable Restricted Subsidiary, as the case may be, in conformity with GAAP), (ii) Liens of customs and revenue authorities to secure payment of customs duties in connection with the importation of goods and (iii) Liens on specific items of inventory or other goods and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or such other goods in the ordinary course of business;

(c) (i) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Restricted Subsidiaries;

(d) deposits by or on behalf of the Borrower or any of its Restricted Subsidiaries to secure the performance of bids, trade contracts and governmental contracts (other than Indebtedness for borrowed money), leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including

those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and title defects that, in the aggregate, do not materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower and its Restricted Subsidiaries taken as a whole;

(f) Liens in existence on the Closing Date (or, for title insurance policies issued in accordance with Section 5.7 hereof, on the date of such policies) and either (i) listed on Schedule 6.3(f), for Liens in existence on the Closing Date, or (ii) disclosed on any title insurance policies obtained on Mortgaged Properties in connection with Mortgages executed and delivered after the Closing Date; and Replacement Liens in respect thereof;

(g) Liens securing Indebtedness of the Borrower or any of its Restricted Subsidiaries incurred pursuant to Section 6.2(c) (and related obligations) to finance the acquisition, construction, installation, repair, replacement or improvement of fixed or capital assets or the refinancing thereof, provided that (i) such Liens shall be created within 270 days of the acquisition or replacement or completion of such construction, installation, repair or improvement or refinancing of such fixed or capital assets, (ii) such Liens do not at any time encumber any Property other than the Property acquired, constructed, installed, repaired, improved or financed by such Indebtedness when such Indebtedness was originally incurred, and the proceeds and products of such Property, and (iii) the principal amount of Indebtedness initially secured thereby is not more than 100% of the purchase price or cost of construction, installation, repair or improvement of such fixed or capital asset; provided that, in each case, individual financings of equipment provided by one lender or lessor may be cross collateralized to other outstanding financings of equipment provided by such lender or lessor; and Replacement Liens in respect thereof;

(h) Liens created pursuant to the Loan Documents;

(i) any interest or title of a lessor or sublessor under any lease or sublease or real property license or sub-license entered into by the Borrower or any Restricted Subsidiary in the ordinary course of its business and covering only the assets so leased, subleased, licensed or sub-licensed and any Liens on such lessor's, sublessor's, licensee's or sub-licensee's interest or title;

(j) Liens in connection with attachments or judgments or orders in circumstances not constituting an Event of Default;

(k) Liens existing on property at the time of its acquisition or existing on the property of a Person which becomes a Restricted Subsidiary of the Borrower after the Closing Date; provided that (i) such Liens existed at the time such property was acquired or such Person became a Restricted Subsidiary of the Borrower, (ii) such Liens were not granted in connection with or in contemplation of the applicable acquisition, Permitted Acquisition or Investment, (iii) any Indebtedness secured thereby is permitted by Section 6.2(g) and (iv) such Liens are not

expanded to cover additional Property (other than proceeds and products thereof); and Replacement Liens in respect thereof;

(l) Liens on the assets of Excluded Subsidiaries which secure only Indebtedness permitted pursuant to Section 6.2 and related obligations of Excluded Subsidiaries;

(m) Liens consistent with those arising by operation of law consisting of customary and ordinary course rights of setoff upon deposits of cash and Cash Equivalents in favor of banks or other financial or depository institutions in the ordinary course of business;

(n) Liens on insurance policies and the proceeds thereof securing insurance premium financing permitted hereunder;

(o) Liens securing any Indebtedness permitted pursuant to Section 6.2(ee); provided that the collateral securing any such Liens shall be limited to the Collateral securing the Obligations hereunder;

(p) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;

(q) (i) Liens of a collection bank arising under Section 4-208 or 4-210 of the Uniform Commercial Code on the items in the course of collection, (ii) Liens attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and not for speculative purposes and (iii) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to accounts and cash and Cash Equivalents on deposit in accounts maintained by the Borrower or any Restricted Subsidiary, in each case under this clause (iii) granted in the ordinary course of business in favor of the banks or other financial or depositary institution with which such accounts are maintained, securing amounts owing to such Person with respect to Cash Management Services (including, without limitation, operating account arrangements and those involving pooled accounts and netting arrangements); provided that, in the case of this clause (iii), unless such Liens arise by operation of applicable law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness for borrowed money;

(r) non-exclusive licenses and sub-licenses of Intellectual Property granted by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business (and, to the extent in existence on the Closing Date or granted by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States);

(s) UCC financing statements or similar public filings that are filed as a precautionary measure in connection with operating leases or consignment of goods in the ordinary course of business;

(t) Liens on property purportedly rented to, or leased by, the Borrower or any of its Restricted Subsidiaries pursuant to a Sale and Leaseback Transaction; provided, that (i) such Liens do not encumber any other property of the Borrower or its Restricted Subsidiaries, and (ii) such Liens secure only the Attributable Indebtedness incurred in connection with such Sale and Leaseback Transaction;

(u) Liens on the assets of Foreign Subsidiaries that secure only Indebtedness permitted pursuant to Section 6.2 and related obligations of Foreign Subsidiaries;

(v) [reserved];

(w) good faith earnest money deposits made in connection with a Permitted Acquisition or any other Investment (other than Investments under Section 6.7(v)) or letter of intent or purchase agreement permitted hereunder;

(x) Liens not otherwise permitted by this Section 6.3 so long as the aggregate outstanding principal amount of the obligations secured thereby does not exceed (as to the Borrower and all Restricted Subsidiaries) $10,000,000 at any one time outstanding;

(y) [reserved];

(z) [reserved];

(aa) Liens (i) on cash advances in favor of the seller of any property to be acquired in a Permitted Acquisition or an Investment permitted pursuant to Section 6.7 to be applied against the purchase price for such Investment or (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 6.5, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(bb) Liens deemed to exist in connection with Investments in repurchase agreements under Section 6.7; provided such Liens do not extend to any assets other than those assets that are the subject of such repurchase agreement;

(cc) Liens that are customary contractual rights of setoff relating to purchase orders and other agreements entered into with customers of the Borrower or any of the Restricted Subsidiaries in the ordinary course of business;

(dd) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Restricted Subsidiaries are located;

(ee) Liens or rights of setoff against credit balances of the Borrower or any of its Subsidiaries with credit card issuers or credit card processors or amounts owing by such credit card issuers or credit card processors to the Borrower or any of its Subsidiaries in the ordinary course of business, to secure the obligations of the Borrower or any of its Subsidiaries to such credit card issuers and credit card processors as a result of fees and chargebacks;

(ff) Liens on the Collateral securing Indebtedness incurred under the BOC Facilities Agreement and any Permitted Refinancing thereof and Guarantee Obligations by the Guarantors in respect thereof; provided that any such Liens, to the extent applicable, are subject to the BOC Intercreditor and Subordination Agreement;

(gg) Liens with respect to Capital Stock in joint ventures that arise pursuant to the applicable underlying joint venture agreement;

(hh) without duplication, any Liens permitted to be incurred, or otherwise are permitted to exist, by the BOC Finance Documents, including pursuant to Clause 25.11 (Negative pledge) of the BOC Facilities Agreement; and

(ii) Liens securing Indebtedness permitted to be incurred pursuant to Section 6.2(dd) or any Permitted Refinancing thereof (and Guarantee Obligations by the Guarantors in respect thereof.

6.4 Limitation on Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself, or Dispose of all or substantially all of its Property or business, except that:

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving entity) and any Subsidiary of the Borrower may be merged, consolidated or amalgamated with or into any Restricted Subsidiary (provided that if a Guarantor is a party thereto (i) a Guarantor shall be the continuing, surviving or resulting entity or (ii) simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Guarantor and the Borrower shall comply with Section 5.7 in connection therewith);

(b) any Restricted Subsidiary of the Borrower may Dispose of all or substantially all of its Property or business (i) (upon liquidation, windup, dissolution or otherwise) to (x) if such Restricted Subsidiary is a Loan Party, the Borrower or any other Loan Party and (y) if such Restricted Subsidiary is not a Loan Party, the Borrower or any Restricted Subsidiary or (ii) pursuant to a Disposition permitted by Section 6.5;

(c) any Foreign Subsidiary may (i) be merged or consolidated or amalgamated with or into any other Foreign Subsidiary, or (ii) Dispose of any or all of its assets to (upon voluntary liquidation, windup, dissolution or otherwise) any other Foreign Subsidiary;

(d) any merger, amalgamation or consolidation the sole purpose of which is to reincorporate or reorganize a Loan Party or Restricted Subsidiary in another jurisdiction; provided that (x) in the case of any such merger, amalgamation or consolidation involving a Loan Party, a Loan Party is the surviving, continuing or resulting Person (or simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Guarantor) and the Borrower shall comply with Section 5.7 in connection therewith and (y) in the case of any such merger or consolidation involving a Loan Party or Restricted Subsidiary that is domiciled within the United States, the continuing, surviving or resulting entity shall be domiciled within the United States;

(e) any Domestic Subsidiary which is not a Guarantor may (i) be merged or consolidated with or into any other Domestic Subsidiary which is not a Guarantor or (ii) Dispose of any or all of its assets to (upon voluntary liquidation, windup, dissolution or otherwise) any other Domestic Subsidiary which is not a Guarantor;

(f) any Investment permitted by Section 6.7 may be structured as a merger, consolidation or amalgamation; provided that in the case of any such merger, consolidation or amalgamation of a Loan Party, the surviving, continuing or resulting legal entity of such merger, consolidation or amalgamation is a Loan Party (or simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Guarantor) and the Borrower shall comply with Section 5.7 in connection therewith;

(g) (i) any Restricted Subsidiary of the Borrower (other than an Excluded Subsidiary) may dissolve, liquidate or wind up its affairs at any time if the Borrower determines in good faith that such dissolution, liquidation or winding up is not materially disadvantageous to the Lenders, and (ii) any Excluded Subsidiary of the Borrower may dissolve, liquidate or wind up its affairs at any time if such dissolution, liquidation or winding up would not reasonably be expected to have a Material Adverse Effect;

(h) the Borrower and each Restricted Subsidiary may enter into a Permitted Reorganization; and

(i) without duplication, any merger, consolidation or amalgamation, liquidation, or Disposition of all or substantially all of its Property or business permitted by the BOC Finance Documents, including pursuant to Clauses 25.4 (Merger), 25.5 (Change in business), 25.6 (Acquisitions), 25.7 (Joint Ventures), 25.8 (Holding Company), 25.9 (Preservation of assets), 25.12 (Disposals) and 25.18 (Share capital) of the BOC Facilities Agreement (provided, however, that solely with respect to any Disposition of Material Intellectual Property (as defined in the BOC Intercreditor and Subordination Agreement), references to such Clauses shall be to such Clauses as in effect on the date hereof).

6.5 Limitation on Disposition of Property. Dispose of any of its Property (including, without limitation, receivables and leasehold interests), whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary of the Borrower, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property in the ordinary course of business;

(b) the sale of inventory and equipment held for sale in the ordinary course of business;

(c) Dispositions permitted by Section 6.4 (other than Section 6.4(b)(ii)), including in connection with any Permitted Reorganization;

(d) (i) the sale or issuance of any Restricted Subsidiary's Capital Stock to the Borrower or any other Loan Party or the sale or issuance of any Excluded Subsidiary's Capital Stock to another Excluded Subsidiary; provided that any Guarantor's ownership interest therein

is not diluted; (ii) the sale or issuance of any Capital Stock of any Foreign Subsidiary other than as permitted pursuant to the preceding clause (i) (provided that any Net Cash Proceeds thereof are held as cash on the balance sheet or applied to restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in the business of the Borrower and its Restricted Subsidiaries); and (iii) the sale or issuance of any Capital Stock of, or any Indebtedness or other securities of, any Unrestricted Subsidiary;

(e) the sale of assets in connection with the closure of stores and the Disposition of franchises and stores (and related assets);

(f) the Disposition of cash or Cash Equivalents;

(g) (i) the non-exclusive license or sub-license of Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States) and (ii) the lapse or abandonment in the ordinary course of business of any registrations or applications for registration of any immaterial Intellectual Property;

(h) the lease, sublease, license or sub-license of property which is described in Section 6.3(i);

(i) the Disposition of surplus or other property no longer used or useful in the business of the Borrower and its Restricted Subsidiaries in the ordinary course of business;

(j) [reserved];

(k) the Disposition of assets subject to or in connection with any Recovery Event;

(l) Dispositions consisting of Restricted Payments permitted by Section 6.6;

(m) Dispositions consisting of Investments permitted by Section 6.7;

(n) Dispositions consisting of Liens permitted by Section 6.3;

(o) Dispositions of assets pursuant to Sale and Leaseback Transactions;

(p) Dispositions of property to the Borrower or a Restricted Subsidiary; provided that if the transferor of such property is a Loan Party (i) the transferee thereof must be a Loan Party or (ii) such Investment must be a permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.7;

(q) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(r) Dispositions of accounts receivable in connection with the collection or compromise thereof in the ordinary course of business (and not for financing purposes);

(s) the unwinding of any Hedge Agreement;

(t) the sale or issuance of the Specified China Subsidiary's Capital Stock to a joint venture partner;

(u) [reserved]; and

(v) without duplication, any Disposition permitted by the BOC Finance Documents, including pursuant to Clauses 25.4 (Merger), 25.5 (Change in business), 25.6 (Acquisitions), 25.7 (Joint Ventures), 25.8 (Holding Company), 25.9 (Preservation of assets), 25.12 (Disposals) and 25.18 (Share capital) of the BOC Facilities Agreement (provided, however, that solely with respect to any Disposition of Material Intellectual Property (as defined in the BOC Intercreditor and Subordination Agreement), references to such Clauses shall be to such Clauses as in effect on the date hereof).

Notwithstanding anything to the contrary in this Agreement, including Section 6.7, no Loan Party shall be permitted to make any Restricted Non-Loan Party Intellectual Property Transfer.

6.6 Limitation on Restricted Payments. Declare or pay any dividend on (other than dividends payable solely in Qualified Capital Stock of the Person making the dividend so long as the ownership interest of any Guarantor in such Person is not diluted), or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of the Borrower or any of its Restricted Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, whether in cash or property (collectively, "Restricted Payments"), except that:

(a) any Restricted Subsidiary may make Restricted Payments to the Borrower or any Guarantor, and any Excluded Subsidiary may make Restricted Payments to any other Excluded Subsidiary;

(b) the Borrower may pay dividends to permit any direct or indirect holding company of the Borrower to, (i) purchase Capital Stock of the Borrower (or any direct or indirect holding company of the Borrower) from future, present or former officers, directors, managers, employees or consultants (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of the Borrower (or any direct or indirect holding company of the Borrower), the Borrower or any of its Subsidiaries upon the death, disability, retirement or termination of employment of such officer, director, manager, employee or consultant or otherwise pursuant to any employee or director equity plan, employee or director stock option plan or any other employee or director benefit plan or any agreement (including any stock subscription or shareholder agreement) with or for the benefit of any such officer, director, manager, employee or consultant and (ii) pay dividends the proceeds of which will be used to purchase Capital Stock of the Borrower (or any direct or indirect holding company of the Borrower) in consideration of withholding or similar Taxes payable by

any future, present or former employee, director, manager or consultant (or any spouses, former spouses, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing); provided, that the aggregate amount of Restricted Payments made under this paragraph subsequent to the Closing Date (net of any proceeds received by the Borrower and contributed to the Borrower subsequent to the Closing Date in connection with resales of any Capital Stock so purchased) shall not exceed $5,000,000 in any fiscal year (and unused amounts not used in any fiscal year may be carried forward to the next succeeding fiscal year) and $20,000,000 in the aggregate (provided that such amounts shall be increased by an amount equal to the cash proceeds of key man life insurance policies received by the Borrower and its Restricted Subsidiaries after the Closing Date);

(c) the Borrower may pay dividends to permit any direct or indirect parent company of the Borrower to (i) pay operating costs and expenses and other corporate overhead costs and expenses (including, without limitation, (A) directors' fees and expenses and administrative, legal, accounting, filings and similar expenses and (B) salary, bonus and other benefits payable to officers and employees of the Borrower or any direct or indirect parent company of the Borrower), in each case to the extent such costs, expenses, fees, salaries, bonuses and benefits are attributable to the ownership or operations of the Borrower and the Restricted Subsidiaries, are reasonable and incurred in the ordinary course of business, (ii) [reserved], (iii) pay taxes which are not determined by reference to income, but which are imposed on the Borrower or any direct or indirect parent company of the Borrower as a result of the Borrower's or such parent company's ownership of the equity of the Borrower or any direct or indirect parent company of the Borrower, as the case may be, but only if and to the extent that the Borrower or such parent company has not received cash or other property in connection with the events or transactions giving rise to such taxes, (iv) [reserved], (v) pay franchise taxes and other fees, taxes and expenses required to maintain its corporate existence, (vi) finance any Investment permitted to be made hereunder (so long as (A) such dividends are made substantially concurrently with the closing of such Investment and (B) immediately following the closing thereof (1) all property acquired (whether assets or Capital Stock) shall be contributed to the Borrower or a Restricted Subsidiary or (2) the Person formed or acquired shall be merged into the Borrower or a Restricted Subsidiary in order to consummate such Investment (and subject to the provisions of Sections 5.7 and 6.4)), and (vii) pay costs, fees and expenses related to any unsuccessful equity or debt offering permitted by this Agreement (other than any such offering intended to benefit Subsidiaries of any such parent company other than the Borrower and its Subsidiaries); provided that dividends paid pursuant to this Section 6.6(c) (other than dividends paid pursuant to clause (ii), (iii), or (iv) above) are used by the Borrower or any direct or indirect parent holding company of the Borrower for such purpose within 60 days of the receipt of such dividends or are refunded to the Borrower;

(d) the Borrower may make Permitted Tax Distributions;

(e) any non-Wholly Owned Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Restricted Subsidiary which owns the equity interests in the Restricted Subsidiary paying such dividends receives at least its proportionate share thereof (based upon the relative holding of the equity interests in the Restricted Subsidiary paying such dividends);

(f) any non-Guarantor Wholly Owned Subsidiary of the Borrower may declare and pay cash dividends to any Restricted Subsidiary of the Borrower which owns the equity interests in such non-Guarantor Restricted Subsidiary;

(g) [reserved];

(h) [reserved];

(i) Restricted Payments in connection with the Transactions;

(j) without duplication, (i) any Permitted Payment (as defined in the BOC Facilities Agreement (as in effect on the date hereof)) (other than any Excluded Permitted Payment) or (ii) any Permitted Transaction (as defined in the BOC Facilities Agreement (as in effect on the date hereof)), in each case, permitted to be declared or paid pursuant to Clause 25.16 (Restricted Payments) of the BOC Facilities Agreement (as in effect on the date hereof);

(k) to the extent constituting Restricted Payments, the Borrower and the Restricted Subsidiaries may enter into and consummate transactions permitted by Section 6.4 and Section 6.7 (other than Section 6.7(t));

(l) repurchases of Capital Stock in the Borrower or any of the Restricted Subsidiaries deemed to occur upon exercise of stock options or warrants or similar rights if such Capital Stock represents a portion of the exercise price of such options or warrants or similar rights (as long as the Borrower and the Restricted Subsidiaries make no payment in connection therewith that is not otherwise permitted hereunder); and

(m) the Borrower or any of the Restricted Subsidiaries may pay cash in lieu of fractional Capital Stock in connection with any dividend, split or combination thereof or any Investment permitted hereunder;

provided that any Restricted Payments permitted to be paid in cash pursuant to this Section 6.6 (other than Section 6.6(k)) may be made as an Investment (including an Investment in a Person that would be the ultimate recipient of the proceeds of such Restricted Payment) pursuant to Section 6.7(x) (which Investment may be made by the Person who would have been permitted to make such Restricted Payment or by any Restricted Subsidiary of such Person) and the amount of any such Investment (less the aggregate amount of all Returns on such Investment up to the original amount of such Investment) shall reduce the relevant amounts permitted to be made as a Restricted Payment under this Section 6.6 on a dollar for dollar basis.

6.7 Limitation on Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting an ongoing business from, or make any other investment in, any other Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit or the holding of receivables in the ordinary course of business and Investments received in satisfaction or partial satisfaction thereof from

financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(b) investments in cash and items that were Cash Equivalents at the time such Investment was made;

(c) Investments arising in connection with the incurrence of Indebtedness permitted by Sections 6.2(b) and 6.2(e) and, to the extent constituting intercompany Indebtedness, Section 6.2(d), 6.2(g) and 6.2(q);

(d) loans and advances to employees, officers, directors, managers and consultants of the Borrower (or any direct or indirect parent company thereof to the extent relating to the business of the Borrower and the Restricted Subsidiaries), the Borrower or any Restricted Subsidiaries of the Borrower in the ordinary course of business (including, without limitation, for travel, entertainment and relocation expenses) in an aggregate principal amount not to exceed $1,000,000 at any one time outstanding;

(e) Investments (i) by the Borrower in any Restricted Subsidiary, (ii) by any Restricted Subsidiary in the Borrower and (iii) between Restricted Subsidiaries;

(f) [Reserved];

(g) Investments (other than those relating to the incurrence of Indebtedness permitted by Section 6.7(c)) by the Borrower or any of its Restricted Subsidiaries in any Person that, prior to or concurrently with such Investment, is or becomes a Loan Party;

(h) Investments consisting of notes payable by franchisees to the Borrower or any Guarantor in an aggregate principal amount not to exceed $5,000,000 at any one time outstanding;

(i) [reserved];

(j) Investments received in connection with the bankruptcy or reorganization of, insolvency or liquidation of, or settlement of claims against and delinquent accounts of and disputes with, franchisees, customers and suppliers, or as security for any such claims, accounts and disputes, or upon the foreclosure with respect to any secured Investment;

(k) (i) advances of payroll payments to employees, officers, directors and managers of the Borrower and the Restricted Subsidiaries in the ordinary course of business; and (ii) any Loan Party may make Investments consisting of loans to employees, officers, directors and managers of the Loan Parties in an aggregate principal amount not to exceed $1,000,000, at any time outstanding;

(l) Investments by the Borrower or any of its Restricted Subsidiaries in Excluded Subsidiaries and joint ventures in an aggregate amount not to exceed the greater of (i) $10,000,000 and (ii) 9.25% of EBITDA (determined on a Pro Forma Basis as of the last day of the most recently ended Test Period) at any time outstanding;

(m) Investments by the Borrower or any of its Restricted Subsidiaries in any Person that is a Foreign Subsidiary in an aggregate amount not to exceed the greater of (x) $10,000,000 and (y) 9.25% of EBITDA (determined on a Pro Forma Basis as of the last day of the most recently ended Test Period);

(n) Investments by (i) the Borrower in any Guarantor, (ii) any Restricted Subsidiary in the Borrower or any Guarantor and (iii) any Excluded Subsidiary in any other Excluded Subsidiary (other than an Unrestricted Subsidiary);

(o) Investments consisting of promissory notes and other deferred payment obligations and noncash consideration delivered as the purchase consideration for a Disposition permitted by Section 6.5;

(p) Investments existing on the Closing Date and identified on Schedule 6.7(p) and any modification, replacement, renewal, reinvestment or extension thereof (provided that the amount of the original Investment is not increased except by the terms of such original Investment or as otherwise permitted by this Section 6.7);

(q) the Borrower and its Restricted Subsidiaries may endorse negotiable instruments and other payment items for collection or deposit in the ordinary course of business or make lease, utility and other similar deposits in the ordinary course of business;

(r) Investments consisting of obligations under Hedge Agreements permitted by Section 6.2;

(s) [reserved];

(t) Investments consisting of Restricted Payments permitted by Section 6.6 (other than Section 6.6(k));

(u) Investments of any Person that becomes (or is merged or consolidated or amalgamated with) a Restricted Subsidiary of the Borrower on or after the Closing Date on the date such Person becomes (or is merged or consolidated or amalgamated with) a Restricted Subsidiary of the Borrower; provided that (i) such Investments exist at the time such Person becomes (or is merged or consolidated or amalgamated with) a Restricted Subsidiary, and (ii) such Investments are not made in anticipation or contemplation of such Person becoming (or merging or consolidating or amalgamated with) a Restricted Subsidiary;

(v) Investments consisting of good faith deposits made in accordance with Section 6.3(w);

(w) Investments in the Specified China Subsidiary in an aggregate amount not to exceed $[●];

(x) cash Investments (including in the form of intercompany loans) made by the Borrower or any Restricted Subsidiary in their respective direct and indirect equity holders in lieu of paying such cash as a Restricted Payment permitted by Section 6.6, provided that the aggregate amount of such Investments (valued as of the date made) shall not exceed the amount

that would have otherwise been permitted as a Restricted Payment in cash pursuant to Section 6.6 (without giving effect to the proviso at the end of such section);

(y) without duplication, any Investment permitted by the BOC Finance Documents, including pursuant to Clauses 25.4 (Merger), 25.5 (Change in business), 25.6 (Acquisitions), 25.7 (Joint Ventures), 25.8 (Holding Company), 25.9 (Preservation of assets), 25.12 (Disposals), 25.16 (Restricted Payments) and 25.18 (Share capital) of the BOC Facilities Agreement (it being understood and agreed that any "Permitted Acquisition" (as defined in the BOC Facilities Agreement) shall be not be prohibited hereunder);

(z) in addition to Investments otherwise permitted by this Section, Investments (other than Investments in Unrestricted Subsidiaries) in an aggregate amount not to exceed the greater of (i) $15,000,000 and (ii) 13% of EBITDA (determined on a Pro Forma Basis as of the last day of the most recently ended Test Period) at any time outstanding;

(aa) deposits made in the ordinary course of business consistent with past practices to secure the performance of leases or in connection with bidding on government contracts;

(bb) advances in connection with purchases of goods or services in the ordinary course of business;

(cc) Guarantee Obligations permitted under Section 6.2 and, to the extent not constituting Indebtedness, other Guarantee Obligations entered into in the ordinary course of business;

(dd) Investments consisting of Liens permitted under Section 6.3;

(ee) Investments consisting of transactions permitted under Section 6.4, including in connection with any Permitted Reorganization;

(ff) Investments to the extent that payment for such Investments is made solely with Qualified Capital Stock of the Borrower or Capital Stock of any direct or indirect parent company of the Borrower (or the net cash proceeds of any issuance of Capital Stock by the Borrower or any direct or indirect parent company thereof); and

(gg) Investments made by any Foreign Subsidiary to the extent such Investments are financed with the proceeds received by such Foreign Subsidiary from an Investment in such Foreign Subsidiary made pursuant to Sections 6.7(l), 6.7(m) or 6.7(z).

For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of all Returns on such Investment up to the original amount of such Investment.

Notwithstanding anything to the contrary in this Section 6.7, prior to the Disposition of Capital Stock of the Specified China Subsidiary contemplated by Section 6.5(t),

Investments in the Specified China Subsidiary shall only be made pursuant to Section 6.7(w) or Section 6.7(y).

6.8 [Reserved].

6.9 Limitation on Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Borrower or any of its Restricted Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its Property or revenues, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any guarantor, its obligations under the Guarantee and Collateral Agreement, other than (a) this Agreement and the other Loan Documents, (b) the BOC Facilities Agreement, any Indebtedness permitted under Section 6.2(dd), any Revolving Facility, and Guarantee Obligations in respect of any of the foregoing, (c) any agreements governing any Indebtedness permitted by Section 6.2(c) and any other Capital Lease Obligations and Indebtedness secured by Purchase Money Security Interests otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed by or the subject of such Indebtedness and the proceeds and products thereof), (d) any agreements governing Indebtedness of any Excluded Subsidiary permitted by Section 6.2 (in which case, any such prohibition or limitation shall only be effective against the assets of such Excluded Subsidiary and its Subsidiaries), (e) any agreements governing Indebtedness permitted by Section 6.2(g) (in which case any such prohibition shall only be effective against the assets permitted to be subject to Liens permitted by Section 6.3(k) and the proceeds thereof), (f) customary provisions in joint venture agreements and similar agreements that restrict transfer of or liens on assets of, or equity interests in, joint ventures, (g) non-exclusive licenses or sub-licenses by the Borrower or any of its Restricted Subsidiaries of Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States) (in which case any prohibition or limitation shall only be effective against the Intellectual Property subject thereto), (h) (x) prohibitions and limitations in effect on the Closing Date and listed on Schedule 6.9 and (y) to the extent such prohibitions and limitations described in clause (x) are set forth in an agreement evidencing Indebtedness, prohibitions and limitations set forth in any agreement evidencing any permitted modification, replacement, renewal, extension or refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or refinancing does not expand the scope of such prohibitions and limitations, (i) customary provisions in leases, subleases, licenses and sub-licenses that restrict the transfer thereof or the transfer of the assets subject thereto by the lessee, sublessee, licensee or sub-licensee, (j) prohibitions and limitations arising by operation of law, (k) prohibitions and limitations that are binding on a Restricted Subsidiary at the time such Restricted Subsidiary first becomes a Restricted Subsidiary, so long as such prohibitions and limitations were not created in contemplation of such Person becoming a Restricted Subsidiary and apply only to such Restricted Subsidiary and its Subsidiaries, (l) customary restrictions that arise in connection with any Disposition permitted by Section 6.5 applicable pending such Disposition solely to the assets subject to such Disposition, (m) negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.2 but solely to the extent any negative pledge relates to the property financed by or the subject of such Indebtedness and the proceeds and products thereof (other than Indebtedness constituting any unsecured Junior Debt) as long as such pledges

and restrictions do not restrict or impair the ability of the Borrower and the Restricted Subsidiaries to comply with their obligations under the Loan Documents, (n) customary provisions contained in an agreement restricting assignment of such agreement entered into in the ordinary course of business, (o) customary restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business, and (p) restrictions imposed by any agreement governing Indebtedness entered into after the Closing Date and permitted under Section 6.2 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than the then customary market terms for Indebtedness of such type, so long as the Borrower shall have determined in good faith that such restrictions will not affect the obligation or ability of the Borrower and the Restricted Subsidiaries to make any payments required to be made by it hereunder, become a Loan Party (to the extent so required by Section 5.7) or perform obligations required to be performed by it under the Loan Documents (including obligations to provide Collateral and guarantees under the Loan Documents). Notwithstanding anything to the contrary herein and without duplication, any action permitted to be taken or not taken under Clause 25.11 (Negative Pledge) of the BOC Facilities Agreement shall be permitted under this Section 6.9.

6.10 [Reserved]

6.11 Transactions with Affiliates. No Loan Party shall (and the Borrower shall ensure that no other Restricted Subsidiary will) enter into any material transaction with any Affiliate other than any Restricted Subsidiary on terms that are at least as favorable to that Loan Party or, as the case may be, Restricted Subsidiary as arm's length terms, except for:

(a) any Permitted Transaction, Permitted Payment (other than any Excluded Permitted Payments) or Permitted Share Issue;

(b) transactions between the Borrower and its Restricted Subsidiaries (including Permitted Guarantees, Permitted Loans and Permitted Disposals);

(c) transactions with IVC entered into by the Borrower or any Restricted Subsidiary in the ordinary course of its or their business; provided that the transactions between IVC and the Borrower and its Restricted Subsidiaries (taken as a whole) are (taken together as a whole) at least as favorable to the Borrower and its Restricted Subsidiaries as arm's length terms;

(d) any Restricted Payments permitted under Section 6.6;

(e) enter into employment and severance arrangements with officers, directors, managers and employees of the Borrower and the Restricted Subsidiaries and, to the extent relating to services performed for the Borrower and the Restricted Subsidiaries, pay director, officer and employee compensation (including, without limitation, bonuses) and other benefits (including, without limitation, retirement, health, stock option and other benefit plans) and indemnification and expense reimbursement arrangements; provided that any purchase of Capital Stock of the Borrower (or any direct or indirect holding company of the Borrower) in connection with the foregoing shall be subject to Section 6.6; and

(f) the payment of the guarantee fee set forth in clause (l) of the definition of Permitted Payment only in accordance with sub-clause (i) and/or (ii) of clause (l) of the definition of Permitted Payment.

SECTION 7. EVENTS OF DEFAULT

7.1 Events of Default. If any of the following events shall occur and be continuing:

(a) (i) The Borrower shall fail to pay any principal of any Loan when due in accordance with the terms hereof (or, within three (3) Business Days after any such principal becomes due in accordance with the terms hereof if the failure to pay such principal is caused by administrative or technical error); (ii) the Borrower shall fail to pay any interest on any Loan, or any Loan Party shall fail to pay any other amount (other than as provided for in clause (a)(iii) of this paragraph) payable hereunder or under any other Loan Document, within five (5) Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or (iii) the Borrower shall fail to pay the Periodic Fee payable hereunder, within one-hundred eighty (180) days after such Periodic Fee becomes due in accordance with the terms in Section 2.14(a); or

(b) Any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement required to be furnished by it at any time under this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made or furnished (provided that, in each case such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified by materiality) and such misrepresentation if capable of being cured is unremedied for a period of 20 Business Days following delivery of written notice thereof to the Borrower by the Administrative Agent; or

(c) [Reserved]; or

(d) Any Loan Party shall default in the observance or performance of any covenant or other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) and (b) of this Section), and such default shall continue unremedied for a period of 20 Business Days following delivery of written notice thereof to the Borrower by the Administrative Agent; or

(e) Any Loan Party shall fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing the Indebtedness under the BOC Facilities Agreement or the Revolving Facility, if the effect of any failure referred to in this paragraph (e) is to cause the holder or holders of the Indebtedness under the BOC Facilities Agreement or the Revolving Facility or another representative on their behalf to cause (with the giving of notice and taking into account any applicable grace periods or waivers (including forbearances)), the Indebtedness under the BOC Facilities Agreement or the Revolving Facility to become accelerated and due prior to its stated maturity (provided that this paragraph (e) shall not apply to Indebtedness under the BOC Facilities Agreement or the Revolving Facility

that becomes due as a result of the sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the property or assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement and the Indebtedness under the BOC Facilities Agreement or the Revolving Facility, as applicable is repaid in accordance with its terms)) and such failure is unremedied, is not waived by the holders of the Indebtedness under the BOC Facilities Agreement or the Revolving Facility, as applicable, and all applicable grace periods have expired;

(f) the Borrower or any Material Subsidiary shall commence any case, proceeding or other action under any then-existing law (A) relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, interim receiver, monitor, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets (in each case, having an aggregate value of $10,000,000 (or its equivalents) or more), or the Borrower or any Material Subsidiary shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Borrower or any Material Subsidiary under any then-existing law any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or for any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Borrower or any Material Subsidiary under any then-existing law any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets in an aggregate value in excess of $10,000,000 (or its equivalent in any other currencies) that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Borrower or any Material Subsidiary shall take any action in furtherance of, or indicating its consent to or approval of, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Borrower shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) Any of the material Security Documents shall cease, for any reason (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents), to be in full force and effect, or any Loan Party shall so assert in writing, or any Lien created by any of the material Security Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby, except to the extent that (i) any of the foregoing results from the failure of the Administrative Agent, the Collateral Agent, the BOC Agent or any agent appointed by any of them to maintain possession of certificates actually delivered to it representing securities pledged under the material Security Documents or to file Uniform Commercial Code continuation statements or to comply with the material provisions of such material Security Documents, (ii) such loss is covered by a title insurance policy benefitting the Administrative Agent or the Lenders or (iii) the interests of the Lenders (taken as a whole) are not materially prejudiced by such cessation; provided that it shall not be an Event of Default under this clause (g) if the circumstance(s) giving rise to such cessation is/are capable of remedy and is/are remedied within 20 Business Days of the earlier of (i) the delivery of written notice thereof to the Borrower by the Administrative Agent or (ii) the applicable Loan Party becoming aware of such cessation; or

(h) The guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, in any material respect, for any reason (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents), to be in full force and effect or any Loan Party shall so assert in writing (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents); provided that it shall not be an Event of Default under this clause (h) if the circumstance(s) giving rise to such cessation is/are capable of remedy and is/are remedied within 20 Business Days of the earlier of (i) the delivery of written notice thereof to the Borrower by the Administrative Agent or (ii) the applicable Loan Party becoming aware of such cessation; or

(i) A Change of Control has occurred;

then, and in any such event, but subject, in each case, to the terms, conditions and limitations set forth in the BOC Intercreditor and Subordination Agreement, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents shall automatically and immediately become due and payable and (B) if such event is any other Event of Default, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent (and for the avoidance of doubt no other Person) shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable.

Notwithstanding any other provision of any Loan Document: (i) any breach of a Clean-Up Representation or a Clean-Up Undertaking; or (ii) any Default or Event of Default constituting a Clean-Up Default, will be deemed not to be a breach of representation or warranty, a breach of covenant or undertaking, a Default or an Event of Default (as the case may be) if: (A) it would have been (if it were not for this Section) a breach of representation or warranty, a breach of a covenant, a Default or an Event of Default only by reason of circumstances relating exclusively to: (1) the Borrower or any of its Restricted Subsidiaries (or any obligations to procure or ensure in relation to any such Person); or (2) any Future Acquisition Target in respect of any Permitted Acquisition or any Subsidiary of or entity directly or indirectly owned by any such Future Acquisition Target (collectively, the “Future Clean-up Entities”, and such Permitted Acquisition or acquisition being a “Future Clean-up Acquisition”), or any obligation to procure or ensure in relation to any of the Future Clean-up Entities; (B) the circumstances giving rise to it have not been procured by or approved by the Borrower (with actual knowledge of the relevant breach of representation, breach of covenant, event or circumstance only, not being interpreted in any way as approval in circumstances where the Borrower did not reasonably have the ability to control or prevent such breach, event or circumstance from occurring); (C) it is capable of remedy and reasonable steps are being taken to remedy it; and (D) it does not have a Material Adverse Effect. If the relevant circumstances constituting such breach of representation or warranty, breach of covenant, Default or Event of Default are continuing on or after the Clean-Up Date (in respect of (x) (in case where such breach, Default or Event of Default relating to the Borrower or any Restricted Subsidiary) the Sale or (y) (in case where such breach, Default or Event of Default relating to any Future Clean-up Entities) the Future Clean-up Acquisition relating to such Future

Clean-up Entity, there shall be a breach of representation or warranty, breach of covenant, Default or Event of Default, as the case may be, notwithstanding the above (and without prejudice to the rights and remedies of the Secured Parties). If, on or before the applicable Clean-Up Date relating to the Sale or any Future Clean-up Acquisition, any event or circumstance has occurred with respect to the Borrower or any Restricted Subsidiaries or, as the case may be, any of the Future Clean-up Entities relating to such Future Clean-up Acquisition, which event or circumstance would constitute a Clean-Up Default or a breach of a Clean-Up Representation or a Clean-Up Undertaking, the Borrower shall, as soon as reasonably practicable upon becoming aware of its occurrence or existence, notify the Administrative Agent of that Clean-Up Default or the breach of that Clean-Up Representation or Clean-Up Undertaking and the related event or circumstance (and the steps, if any, being taken to remedy it).

SECTION 8. THE AGENTS

8.1 Appointment. Each Lender hereby designates, appoints and authorizes the Administrative Agent and the Collateral Agent as the agents of such Lender under this Agreement and the other Loan Documents, and each such Lender authorizes the Administrative Agent and the Collateral Agent, in such capacities, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent and the Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent and the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent and the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto and to enter into each Security Document, the Intercreditor Agreements and any other intercreditor or subordination agreements contemplated hereby on behalf of and for the benefit of the Lenders and the other Secured Parties and agrees to be bound by the terms thereof. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent and the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent or the Collateral Agent. Notwithstanding anything to the contrary herein or in any other Loan Document, the Collateral Agent is authorized to take direction from the Administrative Agent. The Required Lenders may upon written notice to the Administrative Agent and the Collateral Agent revoke the designation and appointment of the existing Administrative Agent and the Collateral Agent and appoint replacement Administrative Agent and the Collateral Agent pursuant to Section 8.9

8.2 Delegation of Duties. Each of the Administrative Agent and the Collateral Agent may execute any of its duties under this Agreement and the other Loan Documents by or through sub-agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No such Agent shall be responsible for the negligence or misconduct of any such sub-agents or attorneys-in-fact selected by it with reasonable care. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties

of each such Agent. No such Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with gross negligence, bad faith or willful misconduct in the selection of such sub-agents.

8.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be:

(a) liable to any other Credit Party for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary) or (in the case of the Collateral Agent) the Administrative Agent, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 9.2) or (ii) in the absence of its own gross negligence, bad faith or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given in writing to such Agent by the Borrower or a Lender;

(b) responsible in any manner to any other Credit Party for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any other Credit Party to ascertain or to inquire as to the observance or performance of any of the covenants or agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party. Neither the Administrative Agent nor the Collateral Agent shall be under any obligation to any other Credit Party to ascertain or to inquire as to the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, the value or the sufficiency of any Collateral, or the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent;

(c) subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(d) subject to any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or the Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) or (in the case of the Collateral Agent) the Administrative Agent, provided that such Agent shall not

be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; or

(e) subject to a duty or responsibility to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of their respective Affiliates in any capacity, except as expressly set forth herein and in the other Loan Documents.

8.4 Reliance by the Agents. Each of the Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying and shall not incur any liability for relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile or email message, statement, order, telephonic or electronic notices or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by such Agent. Each of the Administrative Agent and the Collateral Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with such Agent. Each of the Administrative Agent and the Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all affected Lenders) or (in the case of the Collateral Agent) the Administrative Agent as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Each of the Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all affected Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Each of the Administrative Agent and the Collateral Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

8.5 Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received notice from a Lender the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent or the Collateral Agent receives such a

notice, such Agent shall give notice thereof to the Lenders and the other such Agent. Each of the Administrative Agent and the Collateral Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all affected Lenders) or (in the case of the Collateral Agent) the Administrative Agent; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

8.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of such Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

8.7 Indemnification. The Lenders agree to indemnify each Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Borrower and without limiting any obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Loans, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations,

losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence, bad faith or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

8.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from, own securities of, act as the financial advisor of or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate as though such Agent were not an Agent and without any duty to account therefor to the Lenders or provide notice to or consent of the Lenders with respect thereto. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

8.9 Successor Agent. Each of the Agents may resign as Agent upon 30 days' notice to the Lenders and the Borrower. If either Agent shall resign or be removed by Required Lenders pursuant to Section 8.1, then the Borrower and the Required Lenders (or, if an Event of Default has occurred and is continuing under Section 7.1(a) or (f), the Required Lenders) shall appoint a successor agent for the Lenders, which shall be a financial institution with an office in the United States, or an Affiliate of any such financial institution with an office in the United States, whereupon such successor agent shall succeed to the rights, powers and duties of such Agent, and the term "Administrative Agent" or "Collateral Agent", as applicable, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has been appointed as Administrative Agent or Collateral Agent, as applicable, by the date that is 30 days following Required Lenders' termination of an Agents' appointment or a retiring Agent's notice of resignation (or such earlier date as shall be agreed by the Borrower and the Required Lenders) (the "Resignation Effective Date"), the retiring or terminated Agent's termination or resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of such Agent hereunder until such time, if any, as the Borrower and Required Lenders (or, if an Event of Default has occurred and is continuing under Section 7.1(a) or (f), the Required Lenders as set forth above) shall appoint a successor agent as provided for above; provided that in no event shall any successor Agent be a Defaulting Lender or a Disqualified Institution. After any Agent's termination or retiring Agent's resignation as Agent, the provisions of this Section 8 and of Section 9.3 shall continue to inure to its benefit.

8.10 Effect of Resignation or Removal. With effect from the Resignation Effective Date (i) the retiring or removed Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (ii) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative

Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Borrower (or, if an Event of Default has occurred and is continuing under Section 7.1(a) or (f), the Required Lenders as set forth above) shall appoint a successor agent as provided for above. Upon the acceptance of a successor's appointment as applicable Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent (other than any rights to indemnity payments or other amounts owed to the retiring Agent as of the Resignation Effective Date), and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the provisions of this Section 8 and Section 9.3 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring Agent was acting as Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity (other than in its capacity as a Lender) hereunder or under the other Loan Documents, including, without limitation, (A) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Secured Parties and (B) in respect of any actions taken in connection with transferring the agency to any successor Agent.

8.11 Collateral and Guarantee Matters.

Each of the Lenders (including in its capacities as a potential provider of Cash Management Services) irrevocably authorizes the Administrative Agent and the Collateral Agent:

(a) to take such action and execute such documents as may be reasonably requested by the Borrower pursuant to Section 9.14 to release any Lien on any property granted to or held by the Collateral Agent on behalf of the Secured Parties under any Loan Document (i) upon the payment in full of the Obligations (other than Obligations in respect of contingent reimbursement and indemnification obligations), (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document, (iii) that is or becomes an Excluded Asset, (iv) that does not constitute Collateral or Transaction Security (as defined in the BOC Facilities Agreement) or Charged Property (as defined in the BOC Facilities Agreement) under the BOC Facility and subject to Section 3.5 of the BOC Intercreditor and Subordination Agreement or (v) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.2;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent on behalf of the Secured Parties under any Loan Document to the holder of any Lien on such property that is permitted by Section 6.3(g), or as set forth in the applicable Intercreditor Agreement; and

(c) to take such action and execute such documents as may be reasonably requested by the Borrower pursuant to Section 9.14 to release any Guarantor from its Guarantee Obligations and other obligations under the Loan Documents, and to release any Liens granted by it under the Loan Documents, if such Person ceases (x) to be a Subsidiary or is or becomes an Excluded Subsidiary as a result of a transaction permitted under the Loan Documents or (y) to be a "Guarantor" or an "Obligor" under the BOC Facility and subject to Section 3.5 of the BOC Intercreditor and Subordination Agreement.

Upon request by the Administrative Agent or the Collateral Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's and the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantee Obligations or Liens pursuant to this Section 8.11. In each case as specified in this Section 8.11, the Administrative Agent and the Collateral Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guarantee and Collateral Agreement and to release the Liens granted by such Guarantor under the Loan Documents, in each case in accordance with the terms of this Section 8.11.

Neither the Administrative Agent nor the Collateral Agent shall be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent or the Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

8.12 Appointment of Borrower.

Each of the Loan Parties hereby appoints the Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Borrower may execute such documents and provide such authorizations on behalf of such Loan Parties as the Borrower deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent or a Lender to the Borrower shall be deemed delivered to each Loan Party and (c) the Administrative Agent, or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Borrower on behalf of each of the Loan Parties.

8.13 The Collateral Agent.

The Collateral Agent shall be entitled to all rights, protections, immunities and indemnities granted to it in the Guarantee and Collateral Agreement as if set forth herein.

SECTION 9. MISCELLANEOUS

9.1 Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to the Borrower, to it at:

[●]
[●]
[●]
Attention: [●]
Telephone: [●]
Email: [●]

(ii) if to the Administrative Agent:

GLAS Trust Company LLC
Attention: Administrator for GNC
Facsimile: 212-202-6246
Email: clientservices.americas@glas.agency

(iii) if to the Collateral Agent:

GLAS Trust Company LLC
Attention: Administrator for GNC
Facsimile: 212-202-6246
Email: clientservices.americas@glas.agency

if to any other Lender, to it at its address (or facsimile number) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent, the Collateral Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, other than for direct or actual damages to the extent resulting from the gross negligence, bad faith or willful misconduct of such party or its Related Parties as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(e) The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, telephonic or electronic notices) purportedly given by or on behalf of any Loan Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of a Loan Party in accordance with Section 9.3. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

9.2 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Collateral Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) [reserved], (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby (except (I) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the affected Lenders) and (II) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (ii)), (iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.1 or the waiver of any Default, mandatory prepayment of Loans shall not constitute a postponement of the scheduled date of expiration of any Loan of any Lender), (iv) change Section 2.21(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly and adversely affected thereby, or (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or grant any consent hereunder, or release all or substantially all of the Collateral or release Guarantors from their guarantee obligations under the Guarantee and Collateral Agreement representing all or substantially all of the value of such guarantees, taken as a whole, in each case, without the written consent of each Lender directly and adversely affected thereby; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder in a manner adverse to such Agent without the prior written consent of such Agent.

(c) Notwithstanding anything to the contrary contained in this Section 9.2, the Administrative Agent and the Borrower, in their sole discretion, may amend, modify or supplement any provision of this Agreement or any other Loan Document to (i) amend, modify or supplement such provision or cure any ambiguity, omission, mistake, error, defect or inconsistency, so long as such amendment, modification or supplement does not directly and adversely affect the rights or obligations of any Lender, (ii) to permit additional affiliates of the Borrower to guarantee the Obligations and/or provide Collateral therefor and (iii) to add covenants and other terms for the benefit of the Lenders as provided in Sections 6.2(i) or elsewhere herein. Such amendments shall become effective without any further action or consent of any other party to any Loan Document.

(d) Notwithstanding anything in this Agreement or any other Loan Document to the contrary, no Lender consent is required to effect any amendment or supplement to any Intercreditor Agreement (i) that is for the purpose of adding Indebtedness incurred pursuant to Section 6.2(bb) or (dd) (or a Representative with respect thereto) as parties thereto, as expressly contemplated by the terms of such Intercreditor Agreement, as applicable (it being understood that any such amendment or supplement may make such other changes to the applicable Intercreditor Agreement as are required to effectuate the foregoing and provided,

that such other changes are not adverse, in any material respect, to the interests of the Lenders) or (ii) that is expressly contemplated by such Intercreditor Agreement; provided further that no such agreement shall directly and adversely amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder or under any other Loan Document without the prior written consent of such Agent.

(e) Subject to the BOC Intercreditor and Subordination Agreement, notwithstanding anything to the contrary in this Agreement or any other Loan Document, this Agreement and each other applicable Loan Document shall be amended (or amended and restated), modified or supplemented (or subject to waiver) (including a waiver of a Default or an Event of Default and any modification of any provision or term hereof or any other Loan Document that incorporates by reference any term or provision set forth in the BOC Finance Documents) to reflect amendments, modifications, supplements and/or waivers made to any BOC Finance Document to the extent such amendment, modification, supplement or waiver is beneficial to any Group Member (as determined by the Borrower in its sole discretion) without the consent of any Lender or any Agent, in each case, unless such amendment, modification, supplement or waiver is made to a provision that if breached, would trigger a Second Lien Default (as defined in the BOC Intercreditor and Subordination Agreement).

(f) Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (i) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share in the benefits of this Agreement and the other Loan Documents with the Loans and the accrued interest and fees in respect thereof and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

(g) Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (i) to comply with local Requirements of Law or advice of local counsel, (ii) to cure ambiguities or defects or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement or any other Loan Documents.

9.3 Expenses; Indemnity; Damage Waiver.

(a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Agent and its Affiliates, including the reasonable and documented out-of-pocket fees, charges and disbursements of legal counsel for the Administrative Agent and the other Agents, in connection with the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the Collateral

Agent, or all Lenders collectively, including the reasonable and documented out-of-pocket fees, charges and disbursements of legal counsel for the Administrative Agent and the Collateral Agent, or all Lenders collectively, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; provided that the Borrower's obligations under this Section 9.3(a) for fees and expenses of legal counsel shall be limited to fees and expenses of (x) one outside legal counsel for all Indemnitees described in clauses (i) and (ii) above, taken as a whole (plus one separate outside legal counsel, collectively, for the Collateral Agent and the Administrative Agent), (y) in the case of any conflict of interest, one outside legal counsel for such affected Indemnitee or group of Indemnitees and (z) if necessary, one local or foreign legal counsel in each relevant jurisdiction.

(b) The Borrower shall indemnify the Administrative Agent, each other Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out-of-pocket expenses (including the reasonable and documented out-of-pocket fees, charges and disbursements of (i) one outside legal counsel to each of the Administrative Agent and the Collateral Agent and one outside legal counsel to the other Indemnitees taken as a whole, (ii) in the case of any conflict of interest, one outside legal counsel for the affected Lender or group of Lenders and (iii) if necessary, one local or foreign legal counsel in each relevant jurisdiction, which may at any time be imposed on, incurred by or asserted or awarded against any such Indemnitee arising out of, in connection with, or as a result of (w) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the Transactions or any other transactions contemplated hereby, (x) any Loan or the use of the proceeds therefrom, (y) any actual or alleged presence or release of Hazardous Materials at, on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability of the Borrower or any of its Subsidiaries, or (z) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (1) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or (except with respect to the Collateral Agent) material breach of its obligations under the Loan Documents or willful misconduct of such Indemnitee or its Primary Related Parties, (2) arise out of any claim, litigation, investigation or proceeding that does not involve an act or omission by the Borrower or any of its Affiliates and that is brought by an Indemnitee against any other Indemnitee (provided that in the event of such a claim, litigation, investigation or proceeding involving a claim or proceeding brought by or against the Administrative Agent (in its capacity as such) or the Collateral Agent (in its capacity as such) by other Indemnitees, the Administrative Agent (in its capacity as such) or the Collateral Agent (in its capacity as such) shall be entitled (subject to the other limitations and exceptions set forth above) to the benefit of the indemnities set forth above) or (3) are in respect of indemnification payments made pursuant to Section 8.7, to the extent the Borrower would not have been or was not required to make such indemnification payments directly pursuant to the provisions of this

Section 9.3(b). As used herein, the "Primary Related Parties" of an Indemnitee are its Affiliates and such Indemnitee's and Affiliates' respective directors, officers and employees.

(c) To the extent permitted by applicable law, none of the Borrower nor any Indemnitee shall assert, and the Borrower and each Indemnitee hereby waives, any claim against the Borrower or any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and, to the extent permitted by applicable law, Borrower and each Indemnitee hereby waive, release and agree not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor; provided that nothing contained in this paragraph shall limit the obligations of the Borrower under Section 9.3(b) in respect of any such damages claimed against the Indemnitees by Persons other than Indemnitees.

(d) All amounts due under this Section shall be payable not later than thirty days after written demand therefor.

9.4 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) subject to Section 6.4, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or a Purchasing Borrower Party or, if an Event of Default has occurred and is continuing under Section 7.1(a) or (f) (with respect to any Loan Party), any other Eligible Assignee; and provided, further, that the Borrower shall be deemed to have consented to any such assignment unless the Borrower shall have objected thereto by written notice to the Administrative Agent not

later than the tenth Business Day following the date the Borrower acknowledges its receipt of notice of the proposed assignment; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Loan to a Lender, an Affiliate of a Lender, an Approved Fund;

provided, however, that notwithstanding anything to the contrary herein, the Initial Lender shall not be permitted to assign all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it) prior to the Approved Plan of Reorganization Effective Date, without the prior written consent of the Borrower.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 (and shall be in integral multiples of $1,000,000 in excess thereof) unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default under Section 7.1(a) or (f) (with respect to any Loan Party) has occurred and is continuing;

(B) [reserved];

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with (unless waived by the Administrative Agent in its sole discretion, or unless such assignment is to an Affiliate or an Approved Fund of such assignor) a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(E) no such assignment shall be made to a natural person;

(F) any assignment of any Loans to a Purchasing Borrower Party or Affiliated Lender shall be subject to the requirements of Section 9.4(f); and

(G) such assignment does not violate Section 9.4(h).

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.4 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.4(c).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and principal amount of and stated interest on the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, and, if an Event of Default has occurred and is continuing, any Lender (but only with respect to the entries related to such Lender), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section (unless waived by the Administrative Agent in its sole discretion) and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.21(d) or 8.7, the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) (i) Subject to compliance with Section 9.4(h), any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and

obligations under this Agreement (including all or a portion of the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(b) that (1) requires the consent of each Lender or each directly and adversely affected Lender and (2) directly and adversely affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 (subject to the requirements and limitations therein, including the requirements under Section 2.20(e) (it being understood that the documentation required under Section 2.20(e) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.8 as though it were a Lender, provided such Participant agrees to be subject to Section 2.21(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Loans, or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Loan or other obligation is in registered form under Section 5f.103-1(c) and Proposed Section 1.163-5(b) (and any amended or successor version) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. The portion of the Participant Register relating to any Participant requesting payment from the Borrower under the Loan Documents shall be made available to the Borrower upon request.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.18, 2.19 or 2.20 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (A) the Borrower is notified of the participation sold to such Participant and the sale of the participation to such Participant is made with the Borrower's prior written consent or (B) such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.20 unless such Participant agrees, for the benefit of the Borrower, to comply (and actually complies) with Section 2.20(e) as though it were a Lender.

(ii) No participation may be sold to an Affiliated Lender or Purchasing Borrower Party.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary herein, the Initial Lender shall automatically and without the further action or consent of any party hereto, assign such Lender's Loans to the institutions and other Persons (including the Borrower) entitled to such Loans in accordance with the Approved Plan of Reorganization after giving effect to the distributions with respect to the Chapter 11 Cases set forth therein (it being understood and agreed with respect to any such assignment that no Assignment or Assumption shall be required to effect, or any fee of any kind payable in connection with, any such assignment); provided, that any Loans assigned to the Borrower (and all accrued interest thereon) shall be automatically and permanently cancelled upon the effectiveness of such assignment and will thereafter no longer be outstanding for any purpose hereunder. From and after the effective date of such automatic assignments, relevant assignees thereunder shall be a party hereto and have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall be released from its obligations under this Agreement. In addition, the Administrative Agent shall accept such assignments and record the relevant information contained in the Approved Plan of Reorganization with respect to such new Lenders in the Register.

(f) [Reserved].

(g) Notwithstanding anything else to the contrary contained in this Agreement, any Lender may assign all or a portion of its Loans to any Purchasing Borrower Party of Affiliated Lender only in accordance with Section 9.4(b); provided in all cases that:

(i) the assigning Lender and the Purchasing Borrower Party or Affiliated Lender purchasing such Lender's Loans, as applicable, shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit C-2 hereto (an "Affiliated Lender Assignment and Assumption") in lieu of an Assignment and Assumption;

(ii) such assignment shall be made pursuant to (i) open market purchases on a non-pro rata basis or (ii) a Dutch Auction open to all Lenders on a pro rata basis;

(iii) any Loans assigned to any Purchasing Borrower Party or Affiliated Lender shall be automatically and permanently cancelled upon the effectiveness of such assignment and will thereafter no longer be outstanding for any purpose hereunder;

(iv) no Event of Default shall have occurred and be continuing at the time of such assignment;

(v) gain from any such purchase shall not increase EBITDA;

(vi) [reserved]; and

(vii) the aggregate outstanding principal amount of the Loans shall be deemed reduced by the full par value of the aggregate principal amount of the Loans purchased pursuant to this Section 9.4(g) and each principal repayment installment with respect to the Loans shall be reduced pro rata by the aggregate principal amount of Loans purchased.

(h) (i) No assignment or participation shall be made to any Person that is a Disqualified Institution to the extent the list thereof has been provided to any Lender requesting the same as of the date (the "Trade Date") on which such Lender entered into a binding agreement to sell and assign or participate all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any Eligible Assignee that becomes a Disqualified Institution after the applicable Trade Date, (x) such Eligible Assignee shall not retroactively be disqualified from becoming a Lender and (y) the execution by the Borrower of an Assignment and Assumption with respect to such Eligible Assignee will not by itself result in such Eligible Assignee no longer being considered a Disqualified Institution. Any assignment in violation of this paragraph (h) shall not be void, but the other provisions of this paragraph (h) shall apply.

(ii) If any assignment or participation is made to any Disqualified Institution without the Borrower's prior written consent in violation of clause (h)(i) above, or if any Person becomes a Disqualified Institution after the applicable Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) purchase or prepay the outstanding Loans of such Disqualified Institution by paying the lower of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such Loans or (B) require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.4), all of its interest, rights and obligations under this Agreement to one or more Eligible Assignees at the lower of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations.

(iii) Notwithstanding anything to the contrary contained in this Agreement, (A) Disqualified Institutions will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrower, any other Loan Party, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for

purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization, each Disqualified Institution party hereto hereby agrees (1) not to vote on such plan of reorganization, (2) if such Disqualified Institution does vote on such plan of reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such plan of reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(iv) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to provide the list of Disqualified Institutions to each Lender requesting the same and to post such list to the Platform. Each Lender shall have the right, and the Borrower hereby authorizes each Lender, to provide the list of Disqualified Institutions to any of such Lender's actual or prospective transferees (including any actual or prospective assignee or participant).

(v) The Administrative Agent, in its capacity as such, shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions; provided that without limiting the generality of the foregoing, the Administrative Agent, in its capacity as such, shall not (a) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Institution or (b) have any liability with respect to or arising out of any assignment or participation of loans, or disclosure of confidential information in connection therewith, to any Disqualified Institution; it being agreed that the foregoing shall not relieve the Administrative Agent, to the extent constituting a Lender, from its obligations in respect of Disqualified Institutions in connection with assignments and participations, and disclosure of confidential information in connection therewith, by it.

9.5 Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement (excluding Obligations in respect of contingent reimbursement and indemnification obligations that are not

then due and payable at the time all other Obligations hereunder are discharged) is outstanding and unpaid. The provisions of Sections 2.18, 2.19, 2.20 and 9.3 and Section 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans or the termination of this Agreement or any provision hereof.

9.6 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import herein or in any other Loan Document or any agreement entered into in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

9.7 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.8 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time with the prior written consent of the Administrative Agent , to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (excluding payroll, tax withholding and trust accounts maintained in the ordinary course of business) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. Each Lender shall notify the Administrative Agent and the Borrower promptly after any such setoff.

9.9 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing, any party hereto may bring an action or proceeding in other jurisdictions in respect of its rights under any Security Document governed by a law other than the laws of the State of New York or, with respect to the Collateral, in a jurisdiction where such Collateral is located or deemed located.

(c) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.1. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.12 Confidentiality.

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority claiming jurisdiction over it, (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that the applicable Agent or such Lender, as applicable, shall notify the Borrower as soon as practicable in the event of any such disclosure by such Person (other than at the request of a regulatory authority claiming jurisdiction over it) unless such notification is prohibited by applicable law, rule or regulation), (iv) to any other party to this Agreement, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (vi) to any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Loans or any participations therein or by any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations (provided, such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 9.12 or other provisions at least as restrictive as this Section 9.12), (vii) with the prior written consent of the Borrower or (viii) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Section 9.12 or (B) becomes available other than as a result of a breach of this Section 9.12 to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower or any of its Affiliates. For the purposes of this Section, "Information" means all information received from the Borrower or any of their Affiliates relating to the Borrower or any of its Subsidiaries or businesses, other than any such information that is available other than as a result of a breach of this Section 9.12 to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information which shall in no event be less than commercially reasonable care. To the extent the list of Disqualified Institutions has been provided to any Lender requesting the same, Information shall not be disclosed to a Disqualified Institution that constitutes a Disqualified Institution at the time of such disclosure without the Borrower's prior written consent.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR

RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS AND WARRANTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

9.13 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and the Administrative Agent and the Collateral Agent (in each case for themselves and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or such Agent, as applicable, to identify the Borrower in accordance with the Patriot Act.

9.14 Release of Liens and Guarantees.

(a) In the event that any Loan Party conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of any of the Capital Stock or assets of any Loan Party to a Person that is not (and is not required hereunder to become) a Loan Party in a transaction permitted under this Agreement, the Liens created by the Loan Documents in respect of such Capital Stock or assets shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to further document and evidence such termination and release of Liens created by any Loan Document in respect of such Capital Stock or assets, and, in the case of a transaction permitted under this Agreement the result of which is that a Loan Party would cease to be a Restricted Subsidiary or would become an Excluded Subsidiary, the Guarantee Obligations created by the Loan Documents in respect of such Loan Party (and all security interests granted by such Guarantor under the Loan Documents) shall automatically terminate and be released without the requirement for any further action by any Person, and the Administrative Agent and the Collateral Agent shall promptly (and the Lenders hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to further document and

evidence such termination and release of such security interests and such Loan Party's Guarantee Obligations in respect of the Obligations (including, without limitation, its Guarantee Obligations under the Guarantee and Collateral Agreement). Any representation, warranty or covenant contained in any Loan Document relating to any such Capital Stock, asset or subsidiary of any Loan Party shall no longer be deemed to be made with respect thereto once such Capital Stock or asset or Subsidiary is so conveyed, sold, leased, assigned, transferred or disposed of.

(b) Upon the payment in full of the Obligations (excluding Obligations in respect of contingent reimbursement and indemnification obligations that are not then due and payable), all Liens created by the Loan Documents shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to further document and evidence such termination and release of Liens created by the Loan Documents, and the Guarantee Obligations created by the Loan Documents in respect of the Guarantors shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to further document and evidence such termination and release of the Guarantors' Guarantee Obligations in respect of the Obligations (including, without limitation, the Guarantee Obligations under the Guarantee and Collateral Agreement).

(c) Upon the release of any "Obligor", "Transaction Security" or "Charged Property" under and as defined under the BOC Facilities Agreement in accordance with the BOC Finance Documents and the BOC Intercreditor and Subordination Agreement (including Sections 3.5 and 5.3), all Liens created by the Loan Documents with respect to such Person or such Collateral under any Loan Document shall be automatically terminated and released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to further document and evidence such termination and release of such Liens, and the Guarantee Obligations created by the Loan Documents in respect of such Person in such Person's capacity as a Guarantor shall be automatically terminated and released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by the Borrower and at the Borrower's expense to further document and evidence such termination and release of such Guarantor's Guarantee Obligations in respect of the Obligations (including, without limitation, the Guarantee Obligations under the Guarantee and Collateral Agreement).

9.15 Enforcement Matters. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Borrower, any of its Restricted Subsidiaries or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative

Agent in accordance with Section 7.1 for the benefit of the Required Lenders; provided that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the Collateral Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Collateral Agent) hereunder and under the other Loan Documents (c) any Lender from exercising setoff rights in accordance with Section 9.8 (subject to the terms of Section 2.21(c)), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then the Required Lenders (and no other Person) shall have the rights otherwise ascribed to the Administrative Agent at the instruction of the Required Lenders pursuant to Section 7.1.

9.16 No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lender Parties") may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender Parties, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender Parties have assumed any advisory, agent (other than to the extent set forth in Section 9.4(b)(iv)) or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender Parties have advised, are currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents, (y) the Administrative Agent, the Collateral Agent, their respective Affiliates and the Lenders may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent, the Collateral Agent, any of their respective Affiliates nor any Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates and (z) the Lender Parties are acting solely as principals and not as the agents or fiduciaries of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate, that it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that the Lender Parties have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto. To the fullest extent permitted by law, each of the Borrower and each other Loan Party hereby waives and releases any claims that it may have against the Administrative Agent, the Collateral Agent, any of their respective Affiliates or any

Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

9.17 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

9.18 Security Documents and Intercreditor Agreements.

(a) The parties hereto acknowledge and agree that any provision of any Loan Document to the contrary notwithstanding, prior to the discharge in full of all BOC Obligations, the Loan Parties shall not be required to act or refrain from acting under any Security Document with respect to the Collateral in any manner that would result in a "Default" or "Event of Default" (as defined in any BOC Finance Document) under the terms and provisions of the BOC Finance Documents. Additionally, each Lender hereunder:

(b) consents to the subordination and lien provisions set forth in the BOC Intercreditor and Subordination Agreement;

(c) agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreements; and

(d) authorizes and instructs each of the Administrative Agent and the Collateral Agent to enter into the Intercreditor Agreements as a representative on behalf of such Lender.

The foregoing provisions are intended as an inducement to the lenders under the BOC Facilities Agreement to extend credit and such lenders are intended third party beneficiaries of such provisions and the provisions of the BOC Intercreditor and Subordination Agreement.

The Administrative Agent and the Collateral Agent may from time to time enter into a modification of any Intercreditor Agreement, so long as the Administrative Agent reasonably determines that such modification is consistent with the terms of this Agreement.

9.19 Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the "Original Currency") into another currency (the "Second Currency"), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative

Agent could purchase, in the New York foreign exchange market, the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given. The Borrower agrees that its obligation in respect of any Original Currency due from it hereunder shall, notwithstanding any judgment or payment in such other currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased or could have been so purchased is less than the amount originally due in the Original Currency, the Borrower agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss; and if the amount of the Original Currency so purchased or could have been so purchased is greater than the amount originally due in the Original Currency, the Administrative Agent agrees to remit such excess amount to the Borrower. The term "rate of exchange" in this Section 9.20 means the spot rate at which the Administrative Agent, in accordance with normal practices, is able on the relevant date to purchase the Original Currency with the Second Currency, and includes any premium and costs of exchange payable in connection with such purchase.

9.20 Electronic Execution. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided further, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

9.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

9.22 Lender Representations.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and its Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans and this Agreement and the conditions of exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, and this

Agreement, (C) the entrance into, participation in, administration of and performance of the Loans and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and their Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:

(i) neither the Agents nor any of their Affiliates are fiduciaries with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by either Agent under this Agreement, any Loan Document or any documents related to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least $50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the Obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent or any of its Affiliates for investment advice (as opposed to other services) in connection with the Loans or this Agreement.

(c) The Administrative Agent hereby informs the Lenders that the Administrative Agent is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that the Administrative Agent has a financial interest in the transactions contemplated hereby in that the Administrative Agent or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans and this Agreement, (ii) may recognize a gain if it extended the Loans for an amount less than the amount being paid for an interest in the Loans by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

9.23 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedge Agreement or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 9.23(a), the following terms have the following meanings:

(i) "BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

(ii) "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

(iii) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

(iv) "QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

9.24 Board Observer Rights. The Borrower agrees that, at any time that (a) the Appointing Lenders, collectively, with each of their Affiliates and Approved Funds, shall hold at least 10% of the aggregate principal amount of outstanding Loans and (b) Leverage exceeds 2.50:1.00 for the Test Period then most recently ended (tested on a quarterly basis), the Appointing Lenders, collectively, shall be entitled to appoint two (2) representatives (collectively, the "Observers") to serve as non-voting observers to attend each meeting of the Borrower's board of directors (or similar managing body) (the "Managing Body") (and such Observers shall be identified to the Borrower in writing) who shall be provided (subject to the succeeding sentence) copies of notices, minutes, consents and other material provided to the members of the Managing Body. For the avoidance of doubt, if at any time (a) the Appointing Lenders, collectively, with each of their Affiliates and Approved Funds, shall hold at least 10% of the aggregate principal amount of outstanding Loans and (b) Leverage exceeds 2.50:1.00 for the Test Period then most recently ended, the Appointing Lenders' right to appoint two Observers shall be immediately reinstated (if previously not required). If an issue is to be discussed or otherwise arises at any meeting of the Managing Body, or any information is provided to the members of the Managing Body, that, in the reasonable good faith judgment of the Managing Body, (x) is not appropriate to be discussed in the presence of an Observer or provided to an Observer to (a) avoid a conflict of interest on the part of an Observer or (b) preserve attorney-client privilege, (y) relates to the Borrower's negotiating position or similar matters relating to this Agreement and the obligations hereunder or (z) will be discussed during an executive session of the Managing Body, then, in each such case, such issue may be discussed without either Observer being present and such provided materials may be omitted or redacted. No Observer shall receive any compensation or reimbursement of fees and expenses of any kind from the Borrower for services as an Observer. No Observer shall (a) constitute a member of the Managing Body or (b) be entitled to vote on, or consent to, any matters presented to the Managing Body or committee thereof. As an agent and representative of the Appointing Lenders, each Observer shall be bound by the confidentiality provisions of Section 9.12.

(signature pages follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

[**GNC HOLDINGS, LLC**]

By: ________________________________
Name:
Title:

GLAS TRUST COMPANY LLC, as Administrative Agent

By: ________________________________
Name:
Title:

GLAS TRUST COMPANY LLC, as Collateral Agent

By: ________________________________
Name:
Title:

EXECUTION VERSION

EXHIBIT E

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is entered into as of August 7, 2020, by and among GNC Holdings, Inc. (the "Company"), the Buyer (as defined below), and Prime Clerk LLC ("Prime Clerk" or the "Escrow Agent" and, together with the Company and the Buyer, the "Parties" and each a "Party").

WHEREAS, Prime Clerk and the Company are parties to that certain Prime Clerk LLC Engagement Agreement, dated as of February 2, 2018 (the "Engagement Agreement");

WHEREAS, on June 23, 2020, the Company and certain of its affiliates (together, the "Debtors" and each a "Debtor") each commenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") [Lead Case No. 20-11662];

WHEREAS, on July 1, 2020, the Debtors filed a motion with the Bankruptcy Court [Docket No. 227] (the "Bidding Procedures Motion"), pursuant to which the Debtors submitted to the Bankruptcy Court a proposed order approving, among other things, (1) the bidding procedures attached to the Bidding Procedures Motion (the "Bidding Procedures") and (2) the Debtors' entry into and performance under an asset purchase agreement (the "Stalking Horse Agreement") with Harbin Pharmaceutical Group Holding Co., Ltd. or its designee (the "Buyer"), pursuant to which the Buyer would purchase substantially all of the Debtors' assets (the "Sale");

WHEREAS, on July 16, 2020, the Debtors filed a Notice of Filing of Revised Bidding Procedures [Docket No. 385] (the "Notice"), pursuant to which the Debtors updated the Bidding Procedures in the form attached to the Notice (the "Revised Bidding Procedures"); and

WHEREAS, in connection with the Stalking Horse Agreement and in furtherance of the Sale in accordance with the Revised Bidding Procedures, the Company and the Buyer seek to establish a bank account (the "Deposit Escrow Account") for the purpose of the Company's receipt of a good faith deposit (the "Deposit") as contemplated in the Revised Bidding Procedures and releasing the proceeds of the Deposit in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. The Debtors and the Buyer hereby appoint Prime Clerk to serve as Escrow Agent to facilitate the Sale, and Prime Clerk hereby accepts such appointment under the terms and conditions set forth herein.

Each Party agrees and understands that the other Party shall not provide the other Party or any other party with legal advice.

2. Establishment of Deposit Escrow Account. Prime Clerk, in its capacity as Escrow Agent, is authorized to establish the Deposit Escrow Account with a financial institution

in the name of the Debtors. The Escrow Agent may, in its discretion, establish such accounts using a Debtor's tax identification number or Prime Clerk's tax identification number with a Debtor or the Debtors as beneficiary thereof.

3. Duties of Escrow Agent. The Escrow Agent shall coordinate the receipt of funds into the Deposit Escrow Account as jointly requested by the Authorized Representatives of the Debtors and the Buyer identified on Exhibit A-1 and Exhibit A-2 hereto, as applicable, and in reliance upon information provided to Prime Clerk by the Authorized Representatives of the Debtors and/or the Buyer, as applicable. The Escrow Agent shall make disbursements from the Deposit Escrow Account as (a) jointly requested by the Authorized Representatives of the Debtors and the Buyer identified on Exhibit A-1 and Exhibit A-2 hereto, as applicable, or (b) requested by an Authorized Representative of the Debtors or the Buyer and accompanied by a clear and unconditional final and non-appealable written order of a court of competent jurisdiction directing the Escrow Agent to disburse the Deposit, in each case in reliance upon information provided to Prime Clerk by the Authorized Representatives, the Debtors and/or the Buyer, as applicable.

The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied. Except as may be specifically provided in this Agreement, the Escrow Agent shall not be responsible for or under, or chargeable with knowledge of, nor have any requirement to comply with, the terms and conditions of any other agreement, instrument or document executed between/among the Debtors, including without limitation any agreement entered into in connection with the Sale, nor shall the Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between or among Prime Clerk, the Debtors, the Buyer, or any other third party, the terms and conditions of this Agreement shall control the actions of the Escrow Agent. The Escrow Agent may conclusively rely upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by the Authorized Representatives of the Debtors and the Buyer without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order delivered in accordance with Section 10 of this Agreement believed by it to be genuine and, as applicable, to have been signed by the Authorized Representatives of the Debtors and the Buyer, without inquiry and without requiring substantiating evidence of any kind and the Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that the Escrow Agent's fraud, gross negligence or willful misconduct was the cause of any direct loss to the Debtors and/or the Buyer. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through any of its affiliates or agents. The Escrow Agent shall have no duty to solicit any payments that may be due to it or to the Deposit Escrow Account. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel, except to the extent that such loss results, in whole or in part, from the Escrow Agent's fraud, willful misconduct or gross negligence. This Agreement sets forth all of the obligations of the Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement

or any other agreement, instrument or document. The Escrow Agent shall be under no duty to give the property held in escrow by it hereunder any greater degree of care than it gives its own similar property.

4. Resignation and Removal; Succession. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days' advance notice in writing of such resignation to the Debtors and the Buyer. The Debtors and the Buyer, jointly, may remove the Escrow Agent at any time, with or without cause, by giving the Escrow Agent thirty (30) calendar days' advance notice in writing signed by an Authorized Representative of the Debtors and the Buyer. Any appointment of a successor Escrow Agent shall be binding upon the Debtors, and no appointed successor Escrow Agent shall be deemed to be an agent of the Escrow Agent. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, shall be the Escrow Agent under this Agreement without any further act.

5. Compensation. From and after the execution of this Agreement, the Company and the Buyer, jointly and severally, agree to pay the Escrow Agent reasonable compensation for the services to be rendered hereunder, which, unless otherwise agreed in writing by the Company, the Buyer and the Escrow Agent, shall be in accordance with the Rate Structure (as defined in and annexed to the Engagement Agreement). The Company and the Buyer, jointly and severally, further agree to pay for reasonable out of pocket expenses incurred by Prime Clerk arising out of or related to the services to be provided hereunder, including any set-up fees or other charges imposed by the financial institution. The Escrow Agent will bill the Company and the Buyer in accordance with the terms of the Engagement Agreement. The Company and the Buyer, jointly and severally, shall also (i) pay or reimburse any taxes that are required to be collected by Prime Clerk or paid by Prime Clerk to a taxing authority that are applicable to the Deposit Escrow Account or the services performed hereunder (except income taxes attributable to the Escrow Agent), or that are measured by the funds in the Deposit Escrow Account or disbursements made therefrom, and (ii) be responsible for all reporting, financial or otherwise, related to the Deposit Escrow Account. To the extent that certain financial products are provided to the Debtors or the Buyer pursuant to Prime Clerk's agreement with financial institutions in its capacity as Escrow Agent, Prime Clerk may receive compensation from such institutions for the services Prime Clerk provides pursuant to such agreement.

6. Account Statements and Advices. Unless instructed otherwise in writing by the Company and the Buyer, the Escrow Agent shall prepare monthly account statements for the Deposit Escrow Account and deliver such statements to all parties listed in Section 10 herein. All such parties shall also receive advices for all transactions in the Deposit Escrow Account as any such transactions occur.

7. Indemnification and Reimbursement. The Debtors and the Buyer, jointly and severally, agree to indemnify, defend, hold harmless, pay or reimburse Prime Clerk and its affiliates, and its and their respective successors, assigns, directors, officers, agents and employees (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, taxes, costs or expenses (including, without limitation, the reasonable and documented fees and reasonable and documented out of pocket expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses"), arising out of or in connection with

the Escrow Agent's actions or failure to act under this Agreement, including without limitation following any instructions or directions from the Authorized Representatives of the Debtors and Buyer that are received in accordance with this Agreement or the Escrow Agent's failure to act in accordance therewith, except to the extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the fraud, gross negligence or willful misconduct of an Indemnitee. For the avoidance of doubt and without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Indemnitee. The obligations set forth in this Section shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

8. Limitations on Liability. In the event of any disagreement between the parties to this Escrow Agreement, or between/among them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the Escrow Agreement, the Escrow Agent shall refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists. The Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of all parties to such dispute shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences among the parties to such dispute shall have been adjusted and all doubt resolved by agreement among all such persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

In no event shall Prime Clerk's liability to the Debtors, the Buyer, or any of their respective affiliates, successors, or assigns, for any Losses arising out of this Agreement exceed the total amount actually paid to Prime Clerk for the services provided hereunder. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL THE ESCROW AGENT, THE DEBTORS OR THE BUYER BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

9. Confidentiality. The Debtors, the Buyer and Prime Clerk agree to keep confidential all non-public records, systems, procedures, software and other information received from the other Party in connection with the services provided hereunder; provided, however, that if any such information was publicly available, already in the Party's possession or known to it, independently developed, lawfully obtained from a third party or required to be disclosed by law, then a Party shall bear no responsibility for publicly disclosing such information.

If any Party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, such Party shall provide written notice to the other Parties promptly after receiving such order, to allow the other Parties sufficient time to seek any remedy available under applicable law to prevent disclosure of the information.

10. Notices. All communications hereunder shall be in writing or set forth in a PDF attached to an email, and all instructions from the Debtors and the Buyer to the Escrow Agent shall be executed by an Authorized Representatives identified on Exhibit A-1 and Exhibit A-2, as

applicable, and shall be deemed to be delivered in accordance with the terms of this Agreement (a) no later than the first Business Day following the day of delivery by facsimile or email, if delivered by facsimile or email, or (b) when actually received, if delivered by hand, by certified mail return receipt requested, or by courier or express delivery service (with receipt showing signature) to the appropriate fax number, email address, or notice address set forth for each party hereto as follows:

If to the Company or the Debtors:

GNC Holdings, Inc.
300 Sixth Avenue
Pittsburgh, PA 15222
Attention: Susan M. Canning
Email: susan-canning@gnc-hq.com

With a copy to:

Latham & Watkins LLP
300 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Attention: Richard Levy
Caroline Reckler
Jason Morelli
Email: richard.levy@lw.com
caroline.reckler@lw.com
jason.morelli@lw.com
and

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Attention: Brett Goldblatt
Mark Shinderman
Email: bgoldblatt@milbank.com
mshinderman@milbank.com

If to the Buyer:

Harbin Pharmaceutical Group Holding Co., Ltd
No. 68, Limin West Fourth Street
Limin Development Zone
Harbin, People’s Republic of China

and

28/F, CITIC Tower, 1 Tim Mei Avenue, Central, Hong Kong
Attention: Yong Kai Wong

E-mail: yongkaiwong@citiccapital.com;
yongkaiwong@hayao.com

With a copy to:

White & Case LLP
1221 Avenue of the Americas
New York, NY 10020-1095
Attention: Chang-Do Gong
Email: cgong@whitecase.com

and to:

White & Case LLP
Southeast Financial Center
200 South Biscayne Boulevard, Suite 4900
Miami, Florida 33131-2352
Attention: Richard Kebrdle
Email: rkebrdle@whitecase.com

If to the Escrow Agent:

Prime Clerk LLC
One Grand Central Place
60 East 42nd Street, Suite 1440
New York, New York 10165
Attention: Shira Weiner
Telephone: 212-257-5450
E-mail: sweiner@primeclerk.com

Any Party may provide notice per this Section 10 of any change in address or Authorized Representative of the Debtors and the Buyer as appropriate. If funds transfer instructions for the Deposit Escrow Account are given, whether in writing, by telecopier, PDF or other electronic or photostatic method in accordance with this Agreement, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call back to any of the Debtors' and Buyer's Authorized Representatives, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The persons and telephone numbers for call backs may be changed only in writing actually received by the Escrow Agent.

11. Compliance with Court Orders. In the event that any of the funds in the Deposit Escrow Account shall be attached, garnished, levied upon or otherwise subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such court orders so entered or issued, whether with or without jurisdiction, and in the event that the Escrow Agent

obeys or complies with any such court order, it shall not be liable to the Debtors, the Buyer, or any other person or entity by reason of such compliance notwithstanding such order being subsequently reversed, modified, annulled, set aside or vacated.

12. Termination. This Agreement and the duties of the Escrow Agent hereunder shall automatically terminate (a) when all funds in the Deposit Escrow Account have been disbursed, (b) upon delivery to the Escrow Agent of a written notice of termination executed jointly by an Authorized Representative of the Debtors and the Buyer in accordance with Section 4 of this Agreement, or (c) upon resignation of the Escrow Agent in accordance with Section 4 of this Agreement.

13. Miscellaneous.

(a) The provisions of this Agreement may be waived, altered, amended or supplemented only by a writing signed by the Escrow Agent and an Authorized Representative of the Debtors and the Buyer. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

(b) Except as otherwise provided herein, neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of the Parties. To comply with federal law, including the USA PATRIOT Act (as defined below), assignees shall provide to the Escrow Agent or the financial institution(s) in which the Deposit Escrow Account is held, as appropriate, the appropriate Form W-9 or W-8, as applicable, and such other forms and documentation that the Escrow Agent or financial institution may request for purposes of identification and authorization to act.

(c) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by and construed under the laws of the State of Delaware. Any action, claim, suit or proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction of the Bankruptcy Court). During the pendency of the Chapter 11 Cases, each party hereby irrevocably submits to the jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction of the Bankruptcy Court) in respect of any action, claim suit or proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; *provided*, *however*, that if the Chapter 11 Cases are no longer pending, any action, claim, suit or proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined solely in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of

Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware and any direct appellate court therefrom). The Debtors, the Buyer, and the Escrow Agent irrevocably waive any objection on the grounds of venue, *forum non-conveniens* or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the above named courts. To the extent that in any jurisdiction the Debtors, the Buyers, or the Escrow Agent may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the Debtors, the Buyer or the Escrow Agent shall not claim, and hereby irrevocably waive, such immunity.

(d) None of the parties hereto shall be liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, the unavailability of the Federal Reserve Bank wire services or any electronic communication facility, or other causes reasonably beyond its control.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the Parties to this Agreement may be transmitted by facsimile (or other electronic method), and such facsimile (or electronic copy) will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(f) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(g) Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the Escrow Agent, the Debtors, the Buyer, and their respective successors and permitted assigns any legal or equitable right, remedy, interest or claim under or in respect of the Deposit Escrow Account or this Agreement.

(h) Waiver of Jury Trial. THE DEBTORS, THE BUYER, AND THE ESCROW AGENT WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

(i) No printed or other material in any language, including prospectuses, notices, reports, and promotional material, that mentions the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by the Debtors and/or the Buyer, or on behalf of the Debtors and/or the Buyer, without the prior written consent of the Escrow Agent.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

Each of the Parties hereto represents and warrants to each of the other parties hereto that (i) it has all requisite corporate or other comparable power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, (ii) this Agreement has been duly and validly executed and delivered by such party and (iii) (assuming the due authorization, execution and delivery by the other parties hereto) this Agreement constitutes the legal, valid and binding obligations of such party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

(j) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA PATRIOT Act") requires the financial institution used by the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Debtors and the Buyer acknowledge that under Section 326 of the USA PATRIOT Act, the financial institution in which the Deposit Escrow Account will be held requires the financial institution to follow reasonable procedures to verify the identity including without limitation name, address and organizational documents ("Identifying Information"). The Debtors and the Buyer agree to provide the financial institution and/or Escrow Agent with, and consent to the Escrow Agent obtaining from third parties, any such Identifying Information required as a condition of opening an account with or using any service provided by the Escrow Agent. The Escrow Agent or financial institutions may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Escrow Agent will deliver all of the foregoing documents and materials that it collects to the financial institution who shall be responsible for verifying the identity of the parties or persons providing such documents and materials, and the Escrow Agent shall have no liability with respect thereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GNC Holdings, Inc., on behalf of itself and its affiliated Debtors, as Debtors in Possession

By: Tricia Tolivar
Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

Harbin Pharmaceutical Group Holding Co., Ltd. on behalf of the Buyer

By:______________________________
Name:
Title:

Prime Clerk LLC, in its capacity as Escrow Agent

By: Shira Weiner
Name: Shira Weiner
Title: General Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GNC Holdings, Inc., on behalf of itself and its affiliated Debtors, as Debtors in Possession

By:______________________________
Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer

Harbin Pharmaceutical Group Holding Co., Ltd. on behalf of the Buyer

By:______________________________
Name: Yong Kai Wong
Title: General Manager

Prime Clerk LLC, in its capacity as Escrow Agent

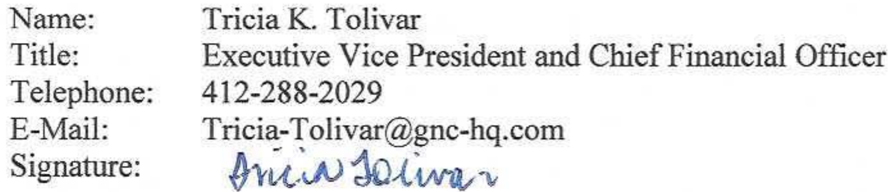
By:______________________________
Name:
Title:

Exhibit A-1

Certificate as to Debtors' Authorized Signatures

The individuals identified below have been designated as "Authorized Representatives" of the Debtors and each individual is authorized to initiate and approve transactions of all types for the Deposit Escrow Account established under this Agreement on behalf of the Debtors.

Name / Title /Telephone # / Email



Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer
Telephone: 412-288-2029
E-Mail: Tricia-Tolivar@gnc-hq.com
Signature:

Name: Susan M. Canning
Title: Senior Vice President and General Counsel
Telephone: 412-338-8805
E-Mail: Susan-Canning@gnc-hq.com
Signature:

Name: ____________________
Title: ____________________
Telephone: ____________________
E-Mail: ____________________
Signature:

Exhibit A-1

Certificate as to Debtors' Authorized Signatures

The individuals identified below have been designated as "Authorized Representatives" of the Debtors and each individual is authorized to initiate and approve transactions of all types for the Deposit Escrow Account established under this Agreement on behalf of the Debtors.

Name / Title /Telephone # / Email

Name: Tricia K. Tolivar
Title: Executive Vice President and Chief Financial Officer
Telephone: 412-288-2029
E-Mail: Tricia-Tolivar@gnc-hq.com
Signature:

Name: Susan M. Canning
Title: Senior Vice President and General Counsel
Telephone: 412-338-8805
E-Mail: Susan-Canning@gnc-hq.com
Signature: Susan M. Canning

Name: ______________________
Title: ______________________
Telephone: ______________________
E-Mail: ______________________
Signature:

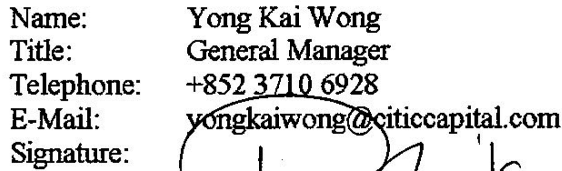
Exhibit A-2

Certificate as to Buyer's Authorized Signatures

The individuals identified below have been designated as "Authorized Representatives" of the Buyer and each individual is authorized to initiate and approve transactions of all types for the Deposit Escrow Account established under this Agreement on behalf of the Buyer.

Name / Title /Telephone # / Email

Name: Yong Kai Wong
Title: General Manager
Telephone: +852 3710 6928
E-Mail: yongkaiwong@citiccapital.com
Signature:



Name: ________________________
Title:
Telephone:
E-Mail: ________________________
Signature:

Name: ________________________
Title: ________________________
Telephone: ________________________
E-Mail: ________________________
Signature:

EXHIBIT F

INTERCREDITOR AND SUBORDINATION AGREEMENT[1]

INTERCREDITOR AND SUBORDINATION AGREEMENT (this "**Agreement**"), is dated as of [●], 2020, by and between Bank of China Limited, Macau Branch, in its capacity as agent of the other Finance Parties and as security agent and trustee for the Secured Parties (each as defined in the First Lien Agreement (as defined below)), including, in each case, its successors, permitted transferees and permitted assigns from time to time (the "**First Lien Agent**"), and GLAS Trust Company LLC, in its capacity as administrative agent and as collateral agent for the holders of the Second Lien Obligations (as defined below), including, in each case, its successors, permitted transferees and permitted assigns from time to time (the "**Second Lien Agent"**) and acknowledged and agreed to by [**ZT BIOPHARMACEUTICAL LLC**], a Delaware limited liability company (the "**Parent**"), [**GNC HOLDINGS, LLC**], a Delaware limited liability company (the "**Company**"), [and the subsidiaries of the Company][2] identified on the signature pages hereof. Capitalized terms used in this Agreement have the meanings assigned to them in Section 1 below.

RECITALS

WHEREAS, the Company, as borrower and the Parent and certain subsidiaries of the Company, as guarantors (the Parent and such subsidiaries, together with any future subsidiaries of the Company that become guarantors, collectively the "**Guarantors**"), the original lender(s) party thereto (including, in each case, its successors, permitted transferees and permitted assigns from time to time, the "**First Lien Lenders**") and the First Lien Agent have entered into or acceded to that certain Facilities Agreement dated [●] 2020 (as amended, restated, supplemented, modified, replaced, renewed, extended or refinanced from time to time, the "**Initial First Lien Agreement**");

WHEREAS, the Company and the original lender(s) party thereto (including, in each case, its successors, permitted transferees and permitted assigns from time to time, the "**Second Lien Lenders**") and the Second Lien Agent have entered into or acceded to that certain [Second Lien Term Loan Credit Agreement] dated as of [●], 2020 (as amended, restated, supplemented, modified, replaced, renewed, extended or refinanced from time to time, the "**Initial Second Lien Agreement**");

WHEREAS, the Obligors have granted to the First Lien Agent, for the benefit of the First Lien Creditors, a Lien on substantially all of their personal property assets or, in the case of the Parent, all of its shares in the Company, all as more particularly described in the First Lien Documents;

WHEREAS, the Obligors have granted to the Second Lien Agent, for the benefit of the Second Lien Creditors, a Lien on substantially all of their personal property assets or, in the case

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1 Note – Cash Management Services to be confirmed.

2 Material subsidiaries upon closing to be confirmed.

of the Parent, all of its shares in the Company, all as more particularly described in the Second Lien Documents; and

WHEREAS, the Second Lien Agent, on behalf of the Second Lien Creditors, and the First Lien Agent, on behalf of the First Lien Creditors, wish to set forth their agreements as to their respective rights and priorities with respect to the assets of the Obligors and certain other rights, priorities and interests as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. **Definitions.**

1.1 General Terms. As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and the plural forms of the terms defined:

"**Affiliate**" means, with respect to any Person, each other Person that directly or indirectly controls, is controlled by, or is under common control with, such first-mentioned Person. For purpose of this definition, "control" means the possession of either (a) the power to vote, or the beneficial ownership of, 15% or more of the Voting Stock of such Person or (b) the power to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble hereto.

"**Assignment Agreement**" has the meaning given to such term in the First Lien Agreement.

"**Bankruptcy Code**" means Title 11 of the United States Code entitled "Bankruptcy," as now and hereafter in effect or any successor thereto.

"**Bankruptcy Law**" means the Bankruptcy Code and any other federal, state or foreign bankruptcy, insolvency, receivership or similar law affecting creditors' rights or any other or similar proceedings seeking any stay, reorganization, arrangement, composition or readjustment of obligations or indebtedness.

"**Business Day**" means any day of the year that is not a Saturday, a Sunday or a day on which banks are required or authorized to close in New York City or Macau, China.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security (CARES) Act (2020).

"**Change of Control**" has the meaning set forth in the Initial First Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**Chapter 11 Debtors**" means GNC Holdings , Inc., a Delaware corporation and certain of its subsidiaries that commenced voluntary cases under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware on June 23, 2020.

"**Chapter 11 Debtors Plan Consummation Date**" means the date upon which a plan of reorganization filed by the Chapter 11 Debtors has been confirmed by the United States Bankruptcy Court for the District of Delaware and has been consummated, including the making of all distributions to Second Lien Lenders in any capacity following entry of an order confirming such plan of reorganization.

"**Collateral**" means all property and interests in property and proceeds thereof now owned or hereafter acquired by any Obligor in or upon which a Lien (including any Liens granted in an Insolvency Proceeding) is now or hereafter granted or required or purported to be granted by such Obligor in favor of any Secured Creditor as security for all or any part of the Obligations whether or not such Lien is valid, perfected or enforceable, provided that, for the avoidance of doubt, this Agreement does not regulate any rights, priorities and interests that the First Lien Agent or the First Lien Creditors may have with respect to any Excluded Obligor or the assets of any Excluded Obligor or with respect to the Parent or any of the Parent's assets (other than the Parent Shared Assets) in respect of the First Lien Obligations.

"**Company**" has the meaning set forth in the preamble hereto.

"**DIP Financing**" means the obtaining of credit or incurring debt secured by Liens on all or any portion of the Collateral pursuant to section 364 of the Bankruptcy Code (or similar provision of any other Bankruptcy Law).

"**DIP Liens**" has the meaning set forth in Section 7.2.

"**Discharge of First Lien Obligations**" means (a) actual payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of an Insolvency Proceeding, whether or not such interest would be allowed or allowable in such proceeding) on all outstanding Obligations included in the First Lien Obligations, (b) actual payment or, in the case of contingent obligations, cash collateralization in full in cash, or as otherwise provided in clause (d) below with respect to First Lien Letters of Credit, of all other First Lien Obligations (including, without duplication of clause (e) below, First Lien Letter of Credit Obligations and including indemnification obligations in respect of known contingencies and fees, costs or charges accruing on or after the commencement of an Insolvency Proceeding, whether or not such fees, costs or charges would be allowed or allowable in such proceeding) that are due and payable or otherwise accrued and owing at or prior to the time the amounts referenced in clause (a) above are paid (other than contingent indemnification Obligations for which no claim or demand for payment, whether oral or written, has been made at such time), (c) termination or expiration of all commitments to extend credit that would be First Lien Obligations, (d) termination by payment in full in cash or cash collateralization (in an amount and manner required by the applicable First Lien Debt Documents or otherwise reasonably satisfactory to the applicable First Lien Creditor) of all outstanding Secured Bank Product Obligations in respect of any Hedging Agreement entered into by any First Lien Creditor, (e) termination and return for cancellation or cash collateralization (in an amount and manner required by the First Lien Documents or otherwise reasonably satisfactory to the applicable First Lien Creditor, including by means of back to back

letters of credit) of all First Lien Letters of Credit, and (f) no Person has any further right to obtain any loans, First Lien Letters of Credit, or other extensions of credit under the documents relating to such First Lien Obligations.

"**Discharge of Second Lien Obligations**" means (a) actual payment in full in cash of the principal of and interest (including interest accruing on or after the commencement of an Insolvency Proceeding, whether or not such interest would be allowed or allowable in such proceeding) on all outstanding Obligations included in the Second Lien Obligations, (b) actual payment in full in cash of all other Second Lien Obligations (including indemnification obligations in respect of known contingencies and fees, costs or charges accruing on or after the commencement of an Insolvency Proceeding, whether or not such fees, costs or charges would be allowed or allowable in such proceeding) that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest referenced in clause (a) above are paid (other than contingent indemnification Obligations for which no claim or demand for payment, whether oral or written, has been made at such time), (c) termination or expiration of all commitments to extend credit that would be Second Lien Obligations, and (d) no Person has any further right to obtain any loans or other extensions of credit under the documents relating to such Second Lien Obligations.

"**Disposition**" means any sale, lease, exchange, transfer or other disposition, and "**Dispose**" and "**Disposed of**" shall have correlative meanings.

"**Distribution**" means, with respect to any indebtedness or obligation, (a) any payment or distribution by any Person of cash, securities or other property, by setoff or otherwise, on account of such indebtedness or obligation or (b) any redemption, purchase or other acquisition of such indebtedness or obligation by any Person.

"**Documents**" means the First Lien Documents and the Second Lien Documents, or any of them.

"**Effective Date True-Up Account**" means a segregated bank account opened in the name of the Company with a bank or financial institution acceptable to the Company, the First Lien Agent and the Second Lien Agent which has been designated as such in writing by the Company, the First Lien Agent and the Second Lien Agent jointly as the "Effective Date True-Up Account" for the purposes of this Agreement and into which the [Effective Date True-Up Amount] shall be paid into, which account shall be subject to a first priority perfected security interest in favor of the Second Lien Creditors.

"**Effective Date True-Up Amount**" means the payment made pursuant to Section 3.4(c) of the Stalking Horse Agreement.

"**Enforcement Action**" means (a) to take any action to foreclose, execute, levy, or collect on, take possession or control of, sell or otherwise realize upon (judicially or non-judicially), or lease, license, or otherwise dispose of (whether publicly or privately), any Collateral or any other property or assets of the Obligors, or otherwise exercise or enforce remedial rights with respect to any Collateral, any other property or assets of the Obligors, or otherwise in respect of the Obligations under the First Lien Documents or the Second Lien Documents (including by way of set-off, recoupment, notification of a public or private sale or other disposition pursuant to

the UCC or other applicable law, notification to account debtors, notification to depositary banks under deposit account control agreements, securities intermediaries under securities accounts or commodities intermediaries under commodities accounts, or exercise of rights under landlord consents, bailee waivers or similar agreements, if applicable), (b) to, or to enter into any agreement in order to have a third party to, solicit bids to effect the liquidation or disposition of Collateral or any other property or assets of the Obligors or to engage or retain sales brokers, marketing agents, investment bankers, accountants, appraisers, auctioneers, or other third Persons for the purposes of marketing, promoting, or selling any Collateral or any other property or assets of the Obligors, (c) to receive a transfer of any Collateral or any other property or assets of the Obligors in satisfaction of any Obligation or make a credit bid for the purpose of doing so (whether or not in an Insolvency Proceeding), (d) to otherwise enforce a security interest or exercise another right or remedy pertaining to the Collateral, or any other property or assets of the Obligors, or otherwise in respect of the Obligations, at law, in equity, or pursuant to the First Lien Documents or Second Lien Document (including, without limitation, exercising voting rights in respect of equity or debt interests comprising any of the Collateral), (e) to effect the Disposition of any Collateral or any other assets of the Obligors by any Obligor after the occurrence and during the continuation of an Event of Default, [(f) accelerate, obtain or enforce payment of, collect or otherwise realize upon any First Lien Obligations or Second Lien Obligations,] (g) to commence any legal proceedings or actions against or with respect to any Obligor or any of such Obligor's assets for the purpose of effecting or facilitating any of the actions described in clauses (a) through (g) above, or (h) to commence or participate with others in any Insolvency Proceeding against any Obligor, provided, that, "Enforcement Action" shall not include any of the actions described in clauses (a) through (h) above by or on behalf of the First Lien Agent or the First Lien Creditors with respect to any Excluded Obligor, or with respect to any property or assets of any Excluded Obligor, or with respect to the Parent, or with respect of any property or assets of the Parent (other than Parent Shared Assets), under the First Lien Documents for the purposes of this Agreement.

"**Event of Default**" means each "Event of Default" or similar term, as such term is defined in any First Lien Document or any Second Lien Document, as applicable.

"**Excess Cash**" has the meaning given to that term in the Initial First Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**Excluded Obligor**" means Hayao Holdco or Hayao HK or any other Person (that is not the Parent, the Company or a current or future subsidiary of the Company). For the avoidance of doubt, each of (i) GNC Hong Kong Limited and (ii) GNC (Shanghai) Food Technology LTD, together with each of their respective subsidiaries, shall not constitute a subsidiary of the Company for the purposes of this Agreement.

"**Excluded Permitted Definition**" means the definition of "Excluded Permitted Payment".[3]

"**Exigent Circumstances**" means circumstances that the First Lien Agent reasonably believes in good faith render necessary or appropriate an Enforcement Action to

[3] Subject to review of these definitions when finalized.

prevent or mitigate the imminent destruction of, physical harm to, impairment of or decrease in value of the Collateral or the rights and interests of the First Lien Creditors therein (including without limitation any loss of priority of the Liens of the First Lien Creditors).

"**First Lien Agent**" has the meaning set forth in the preamble hereto (including any New First Lien Agent that is deemed to be the First Lien Agent pursuant to Section 5.4).

"**First Lien Agreement**" means (a) the Initial First Lien Agreement and (b) each loan or credit agreement evidencing any replacement, substitution, renewal, or initial or subsequent Refinancing of the Obligations under the Initial First Lien Agreement, in each case, as the same may be amended, amended and restated, supplemented, modified, replaced, substituted, extended or renewed from time to time or Refinanced in accordance with the terms of this Agreement.

"**First Lien Collateral Documents**" means the First Lien Agreement, the "Transaction Security Documents" as defined in the First Lien Agreement, and any other documents or instruments granting or purporting to grant a Lien on real or personal property to secure a First Lien Obligation or granting rights or remedies with respect to such Liens.

"**First Lien Creditors**" means the First Lien Agent, the First Lien Lenders and the other Persons from time to time holding First Lien Obligations.

"**First Lien Documents**" means the First Lien Agreement, all Finance Documents (as such term is defined in the First Lien Agreement) and all other agreements, instruments and other documents at any time executed or delivered by any Obligor or any other Person with, to or in favor of the First Lien Agent or any other First Lien Creditor in connection therewith or related thereto, including such documents evidencing initial and subsequent Refinancings of the First Lien Obligations, in each case, as the same may be amended, amended and restated, supplemented, modified, replaced, substituted, extended or renewed from time to time.

"**First Lien Lenders**" has the meaning set forth in the recitals hereto (including any lender party to the First Lien Agreement from time to time).

"**First Lien Letter of Credit**" means all guarantees, bonds, documentary or stand-by letters of credit or other instruments (however described) as may be issued from time to time under or pursuant to the First Lien Documents.

"**First Lien Letters of Credit Obligations**" means all outstanding Obligations incurred by or owing to the First Lien Creditors, whether direct or indirect, contingent or otherwise, due or not due, in connection with First Lien Letters of Credit or the purchase of a participation with respect to First Lien Letters of Credit, including any unpaid reimbursement obligations in respect thereof and obligations to provide cash collateral in respect of First Lien Letters of Credit. The aggregate amount of such First Lien Letter of Credit Obligations shall equal the maximum amount, without duplication, that may be payable at any time to the issuer(s) and the First Lien Creditors pursuant thereto.

"**First Lien Loans**" means any loans or advances outstanding under the First Lien Documents.

"**First Lien Obligations**" means all Obligations of the Obligors under (a) the First Lien Agreement and the other First Lien Documents, including the guaranties under the First Lien Documents and any First Lien Letter of Credit Obligations, (b) any agreements evidencing or securing Secured Bank Product Obligations, or (c) any other agreement or instrument granting or providing for the perfection of a Lien securing any of the foregoing. Notwithstanding any other provision hereof, the term "First Lien Obligations" will include accrued interest, fees, costs, and other charges incurred under the First Lien Agreement or the other First Lien Documents and agreements evidencing or securing the Secured Bank Product Obligations, whether incurred before or after the commencement of an Insolvency Proceeding, and whether or not allowed or allowable in an Insolvency Proceeding. To the extent that any payment with respect to the First Lien Obligations (whether by or on behalf of any Obligor or any Excluded Obligor, as proceeds of security, enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential in any respect, set aside, avoided, or required to be paid to a debtor in possession, trustee, receiver, or similar Person, then the obligation or part thereof originally intended to be satisfied will be deemed to be reinstated and outstanding as if such payment had not occurred.

"**Funded Loan Amount**" means (x) the aggregate amount of Second Lien Loans issued by the Borrower to and through the Chapter 11 Debtors Plan Consummation Date under the Initial Second Lien Agreement pursuant to the Stalking Horse Agreement and the Chapter 11 Debtors' confirmed plan of reorganization, *minus* (y) the amount of such Second Lien Loans distributed to the Borrower pursuant to Section 3.4(d) of the Stalking Horse Agreement (and subsequently canceled pursuant to the Initial Second Lien Agreement).

"**Governmental Authority**" means any nation, sovereign or government, any state or other political subdivision thereof, any agency, authority or instrumentality thereof and any entity or authority exercising executive, legislative, taxing, judicial, regulatory or administrative functions of or pertaining to government, including any central bank, stock exchange, regulatory body, arbitrator, public sector entity, supra-national entity (including the European Union and the European Central Bank) and any self-regulatory organization (including the National Association of Insurance Commissioners).

"**Guarantor**" means any of the Guarantors (as defined in the recitals hereto) or any guarantor with respect to the First Lien Obligations, but excluding any Excluded Obligor. For the avoidance of doubt, the Parent is only a guarantor with respect to the First Lien Obligations and is not a guarantor with respect to the Second Lien Obligations, and, accordingly, this Agreement does not regulate any rights, priorities and interests that the First Lien Agent or the First Lien Creditors may have with respect to the Parent or any of the Parent's assets (other than the Parent Shared Assets) in respect of the First Lien Obligations.

"**Hayao Affiliate**" means, with respect to Hayao Holdco, each other Person that directly or indirectly controls, is controlled by, or is under common control with, Hayao Holdco. For purpose of this definition, For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise, provided that "Hayao Affiliate" shall exclude the Parent, the Company and subsidiaries of the Company for the purposes of this Agreement.

"**Hayao HK**" means Harbin Pharmaceutical Hong Kong I Limited, a company with limited liability incorporated in Hong Kong with company number company number 2656144.

"**Hayao Holdco**" means Harbin Pharmaceutical Group Holdings Co., Ltd. (哈药集团有限公司), a company with limited liability incorporated in the PRC with unified social credit code number 91230100127040288Q.

"**Indemnified First Lien Person**" has the meaning set forth in Section 6.1.

"**Initial First Lien Agreement**" has the meaning set forth in the recitals hereto.

"**Initial Second Lien Agreement**" has the meaning set forth in the recitals hereto.

"**Insolvency Proceeding**" means, as to any Obligor, any of the following: (a) any voluntary or involuntary case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, whether voluntary or involuntary; in each case in (a) and (b) above, undertaken under U.S. federal, state or foreign law, including the Bankruptcy Code.

"**Intellectual Property**" means: (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets of any Obligor (which may now or in the future subsist).

"**Intellectual Property Security Agreement**" means any intellectual property security agreement or any after-acquired intellectual property security agreement executed by an Obligor from time to time upon or after the Closing Date.

"**Intercreditor Agreement Joinder**" means the Intercreditor Agreement Joinder attached hereto as Exhibit A.

"**IP Collateral**" means all Intellectual Property now owned or hereafter acquired by any Obligor in or upon which a Lien (including any Liens granted in an Insolvency Proceeding) is now or hereafter granted or required or purported to be granted by such Obligor in favor of any Secured Creditor as security for all or any part of the Obligations whether or not such Lien is valid, perfected or enforceable; provided that, for the avoidance of doubt, this Agreement does not regulate any rights, priorities and interests that the First Lien Agent or the First Lien Creditors may have with respect to any Excluded Obligor or the assets of any Excluded Obligor or with respect to the Parent or any of the Parent's assets (other than the Parent Shared Assets) in respect of the First Lien Obligations. For the avoidance of doubt, nothing herein shall limit the scope of the grant of Liens to any Secured Party on intellectual property generally.

"**IVC Proceeds**" means the Net Proceeds received by the Company or any subsidiary of the Company in respect of IVC Payment Events occurring on or after the Closing Date (each capitalized term as defined in the Initial First Lien Agreement (or similar term as

defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**IVC Proceeds Account**" means a segregated bank account opened in the name of the Company with a bank or financial institution acceptable to the Company, the First Lien Agent and the Second Lien Agent which has been designated as such in writing by the Company, the First Lien Agent and the Second Lien Agent jointly as the "IVC Proceeds Account" for the purposes of this Agreement and into which the IVC Proceeds shall be paid into, which account shall be subject to a first priority perfected security interest in favor of the First Lien Creditors.

"**Junior Adequate Protection Liens**" has the meaning set forth in Section 7.3(b).

"**Lien**" means any mortgage, deed of trust, pledge, hypothecation, assignment, charge, deposit arrangement, encumbrance, easement, lien (statutory or otherwise), security interest or other security arrangement and any other preference, priority or preferential arrangement of any kind or nature whatsoever, including any conditional sale contract or other title retention agreement, the interest of a lessor under a capital lease and any synthetic or other financing lease having substantially the same economic effect as any of the foregoing.

"**LIBO Rate**" has the meaning set forth in the Initial Second Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the Second Lien Obligations).

"**Mandatory Prepayment Account**" means the DSRA as defined in Initial First Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**Material Intellectual Property**" has the meaning set forth in the Initial First Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**Maturity Date**" has the meaning set forth in the Initial Second Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the Second Lien Obligations), **provided that** such date shall not fall prior to the 6th anniversary of the Closing Date (as defined in the Stalking Horse Agreement).

"**Most Recent Leverage**" has the meaning set forth in the Initial First Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**Most Recent Relevant Period**" has the meaning set forth in the Initial First Lien Agreement (or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**New First Lien Agent**" has the meaning set forth in Section 5.4(a).

"**New First Lien Documents**" has the meaning set forth in Section 5.4(a).

"**New First Lien Obligations**" has the meaning set forth in Section 5.4(a).

"**New Second Lien Agent**" has the meaning set forth in Section 5.4(b).

"**New Second Lien Documents**" has the meaning set forth in Section 5.4(b).

"**New Second Lien Obligations**" has the meaning set forth in Section 5.4(b).

"**Non-Obligor**" means any subsidiary of the Company which is not an Obligor.

"**Obligations**" means with respect to any Obligor, all amounts, obligations, liabilities, covenants and duties of every type and description owing by such Obligor to any Secured Creditor arising out of, under, or in connection with, any agreement, whether direct or indirect (regardless of whether acquired by assignment), absolute or contingent, due or to become due, whether liquidated or not, now existing or hereafter arising and however acquired, and whether or not evidenced by any instrument or for the payment of money (including all interest, fees, and charges whether or not accruing after the filing of any Insolvency Proceeding with respect to any Obligations, whether or not a claim for such post-filing or post-petition interest, fees, and charges is allowed or allowable in any such proceeding), including all other fees, expenses (including fees, charges and disbursement of counsel), interest, commissions, charges, costs, disbursements, indemnities and reimbursement of amounts paid and other sums chargeable to such Obligor under any agreement (including those payable in connection with First Lien Letters of Credit).

"**Obligor**" means the Company, each Guarantor (including the Parent for the purposes of Collateral over the Parent Shared Assets) and each other Person that is a subsidiary of the Company liable on or in respect of the First Lien Obligations or Second Lien Obligations (whether as guarantor or otherwise) or that has granted or purported to grant a Lien on any assets as Collateral to secure the First Lien Obligations or Second Lien Obligations, together with such Person's successors, transferees and assigns, including a receiver, trustee or debtor-in-possession on behalf of such Person, but excluding any Excluded Obligor.

"**Party**" means a party to this Agreement (other than the Obligors).

"**Parent Shared Assets**" means the Parent's shares in the Company and [*insert description under the Parent's collateral agreement with respect to shareholder loan(s) to the Company*].

"**Permitted Second Lien Debt Payments**" means:

(a) in respect of the first US$40,000,000 (or its equivalent) of IVC Proceeds received by the Company or any subsidiary of the Company only since the Closing Date, any payment on account of the pro rata share of such IVC Proceeds attributable to the Second Lien Obligations (calculated by dividing (i) the aggregate outstanding principal amount of the Second Lien Loans under the Second Lien Agreement (provided that such aggregate outstanding principal amount shall in no event exceed an amount (the "**Second Lien Cap**") equal to the lesser of (A) US$240,000,000 (or its equivalent) and (B) the Funded Loan Amount at any time for the purposes of such pro rata calculation) by (ii) the sum of the amount in (i) plus the aggregate outstanding principal amount under the First Lien Agreement, expressed as a percentage) and provided further that no such Permitted Second Lien Debt Payment may be made at any time earlier than the time

when a corresponding payment is made on account of such IVC Proceeds under, and in the amount required, by the First Lien Agreement (or, if earlier, payment on account of such IVC Proceeds in the amount required into the Mandatory Prepayment Account in accordance with the First Lien Agreement). For the avoidance of doubt, (i) no further payment on account of any IVC Proceeds shall constitute a Permitted Second Lien Debt Payment once the IVC Proceeds exceed US$40,000,000 (or its equivalent) in the aggregate all of which amounts in excess of $40,000,000 shall be applied towards mandatory prepayment of the First Lien Loans in accordance with the First Lien Agreement and (ii) the Funded Loan Amout may exceed the Second Lien Cap;

(b) any payment on account of not more than 15% of Excess Cash, provided that no such Permitted Second Lien Debt Payment may be made at any time earlier than the time when a corresponding payment is made on account of Excess Cash under, and in the amount required by, the First Lien Agreement (or, if earlier, payment on account of Excess Cash in the amount required into the Mandatory Prepayment Account in accordance with the First Lien Agreement) and provided further that no such Permitted Second Lien Debt Payment may be made at any time when an Event of Default under the First Lien Agreement has occurred and is continuing and provided further that the Most Recent Leverage (as at the time of such payment) calculated on a *pro forma* basis to give effect to such payment (as if such payment and any corresponding payment made or which is required to be made under the First Lien Agreement were made on the last day of the Most Recent Relevant Period as at the time of such payment) is less than or equal to 2.00:1.00;

(c) any payment of a periodic fee in cash not exceeding 3% per annum on the aggregate outstanding principal amount of the Second Lien Loans under the Second Lien Agreement (provided that such aggregate outstanding principal amount shall in no event exceed the Second Lien Cap at any time for the purposes of the calculation of such periodic fee); provided, that no such Permitted Second Lien Debt Payment may be made at any time when an Event of Default under the First Lien Agreement has occurred and is continuing and that no such payment shall be made more frequently than semi-annually; provided, further, that if such periodic fee is not paid in cash for any reason, such cash fee may be paid in an amount calculated at a percentage rate per annum not exceeding 3% per annum on the aggregate outstanding principal amount of the Second Lien Loans under the Second Lien Agreement (provided that such aggregate outstanding principal amount shall in no event exceed the Second Lien Cap at any time for the purposes of the calculation of such periodic fee) plus default interest at the LIBO Rate plus 6% per annum on the amount of such overdue cash fee and for the period during which such cash fee remains unpaid (provided that such period does not exceed 180 days);

(d) any payment of customary agency fees to the Second Lien Agent pursuant to the Second Lien Agreement;

(e) any payment out of any Tax Refund to the extent actually received by the Company; and

(f) any payment out of the [Effective Date True-Up Amount][4] to the extent actually received by the Company or the Second Lien Agent on behalf of the Company pursuant to Section [3.4(c)] of the Stalking Horse Agreement; and

(g) the payment of interest-in-kind to be capitalized (not more than once annually) in respect of the Second Lien Obligations at a percentage rate per annum of not more than the Alternate Base Rate or the Adjusted LIBO Rate, as applicable, plus the Applicable Margin (as each term is defined in the Second Lien Agreement as in effect on the date hereof).

"**Periodic Fee Payment Date**" means the last Business Day of each of June and December, commencing with the last Business Day of December 2020.

"**Permitted Second Lien Disposition**" means a Disposition (excluding any collection of any Collateral consisting of an obligation) of any Collateral (other than the Second Lien Priority Collateral) in connection with an Enforcement Action (including set-off, recoupment and the right to credit bid) by any one or more Second Lien Creditors after the expiration of the Standstill Period and subject to the terms of Section 4.1 of this Agreement, which Disposition is commercially reasonable in all respects . For the avoidance of doubt, the Second Lien Priority Collateral may be Disposed of by the Second Lien Agent in or towards satisfaction of the Second Lien Obligations without being subject to the Standstill Period and the terms of Section 4.1 of this Agreement.

"**Person**" means an individual, partnership, corporation (including a business trust and a public benefit corporation), joint stock company, estate, association, firm, enterprise, trust, limited liability company, unincorporated association, joint venture, other entity or Governmental Authority.

"**Pledged Collateral**" means any Collateral in the possession or control (as defined in Section 4.3) of the First Lien Agent or the Second Lien Agent.

"**Proceeds**" means (a) all "proceeds," as defined in Article 9 of the UCC, of the Collateral, and (b) whatever is recovered when any Collateral is sold, exchanged, collected or Disposed of, whether voluntarily or involuntarily, including any additional or replacement Collateral provided during any Insolvency Proceeding and any payment or property received in an Insolvency Proceeding on account of, or from, Collateral, an interest in Collateral or the value of any Collateral, including, in each case, non-cash Proceeds.

"**Purchase Date**" has the meaning set forth in Section 6.2.

"**Purchase Event**" has the meaning set forth in Section 6.1.

"**Purchase Notice**" has the meaning set forth in Section 6.2.

"**Purchase Obligations**" has the meaning set forth in Section 6.1.

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[4] Subject to satisfactory review of the Stalking Horse Agreement.

"**Purchase Price**" has the meaning set forth in Section 6.3.

"**Purchasing Creditors**" has the meaning set forth in Section 6.2.

"**Recovery**" has the meaning set forth in Section 7.8.

"**Refinance**" means, in respect of any First Lien Obligations or Second Lien Obligations or the commitments related thereto, to refinance, replace, refund, or repay, or to issue other Obligations or commitments in exchange or replacement for such Obligations or commitments relating thereto (whether or not fully utilized) in whole or in part, whether with the same or different lenders, agents, or arrangers. "**Refinanced**" and "**Refinancing**" have correlative meanings.

"**Release Documents**" means termination statements, releases, and other documents reasonably necessary or advisable to release, release of record, or evidence the release of a Lien or, in the case of the disposition of Stock of an Obligor, of a guaranty obligation.

"**Requisite Second Lien Creditors**" means the Second Lien Creditors holding more than [50]% of the outstanding principal balance of the Second Lien Loans and the Second Lien Agent.

"**Second Lien Agent**" has the meaning set forth in the preamble hereto (including any New Second Lien Agent that is deemed to be the Second Lien Agent pursuant to Section 5.4).

"**Second Lien Collateral Documents**" means the Second Lien Agreement, the "Security Documents" as defined in the Second Lien Agreement, and any other documents or instruments granting or purporting to grant a Lien on real or personal property to secure a Second Lien Obligation or granting rights or remedies with respect to such Liens.

"**Second Lien Creditors**" means the Second Lien Agent, the Second Lien Lenders and the other Persons from time to time holding Second Lien Obligations.

"**Second Lien Default**" means an "Event of Default" or similar term, as such term is defined under the Second Lien Documents relating solely to the following items (and, in each case, only to the extent specified herein). For the avoidance of doubt, an "Event of Default" or similar term, as such term is defined under the Second Lien Documents which does not satisfy the requirements as expressly set forth herein shall not constitute a "Second Lien Default" for the purposes of this Agreement and accordingly no Second Lien Creditor shall be entitled to take any Enforcement Action with respect to any such "Event of Default" or similar term whatsoever (whether prior to, during the pendency of or after the expiry of any Standstill Period):

(a) Section 7.1[(a)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to make a Permitted Second Lien Debt Payment falling under paragraph [(a)] of the definition thereof out of actual receipt of IVC Proceeds received by the Company or any subsidiary of the Company ("**IVC Payment Default**");

(b) Section 7.1[(a)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to make a Permitted Second Lien Debt Payment

falling under paragraph [(b)] of the definition thereof out of Excess Cash ("**Excess Cash Payment Default**");

(c) Section 7.1[(a)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to make a periodic fee falling under paragraph [(c)] of the definition thereof in cash on a Periodic Fee Payment Date (and such failure is not remedied or waived within 180 days from such Periodic Fee Payment Date) ("**Periodic Fee Payment Default**");

(d) Section 7.1[(a)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to make a Permitted Second Lien Debt Payment falling under paragraph [(e)] of the definition thereof) out of actual receipt of Tax Refund contemplated thereunder by the Company ("**Tax Refund Payment Default**");

(e) Section 7.1[(a)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to make a Permitted Second Lien Debt Payment falling under paragraph [(f)] of the definition thereof) out of actual receipt of the [Effective Date True-Up Amount] (as defined in the Stalking Horse Agreement) received by the Company ("**Reserved Amount Payment Default**");

(f) Section 7.1[(a)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to pay principal and interest of the Second Lien Loans on Maturity Date of the Second Lien Loans (as such Maturity Date may be accelerated upon the termination of any Standstill Period and to the extent such acceleration is permitted under this Agreement) ("**Maturity Date Payment Default**");

(g) Section 7.1[(c)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure by the Company to maintain its corporate or other organizational existence under Section [5.4(a)(i) (Conduct of Business and Maintenance of Existence, etc)] of the Initial Second Lien Agreement ("**Corporate Existence Default**");

(h) Section 7.1[(d)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to use commercially reasonable efforts required under Section [5.19 (CARES ACT Refund)] of the Initial Second Lien Agreement ("**Tax Refund Effort Default**");

(g) Section 7.1[(d)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to comply with the following provisions of the Initial Second Lien Agreement but, in each case, only to the extent that such failure amounts to a material direct or indirect transfer of value to Hayao Holdco or a Hayao Affiliate (except, for the avoidance of doubt, to the extent permitted under such provisions) ("**Value Transfer Default**"):

(i) Section [6.4 (Limitations on Fundamental Changes)];

(ii) Section [6.5 (Limitations on Dispositions of Property)];

(iii) Section [6.6 (Limitations on Restricted Payments)];

(iv) Section [6.7 (Limitations on Investments)]; and/or

(v) Section [6.11 (Transactions with Affiliates)];

(i) Section 7.1[(d)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to comply with the following provisions of the Initial Second Lien Agreement (except, for the avoidance of doubt, to the extent permitted under such provisions) ("**Indebtedness/ Lien Default**"):

(i) Section [6.2 (Limitations on Indebtedness)];

(ii) Section [6.3 (Limitations on Liens)];

(iii) Section [5.7 (Additional Collateral, Etc)]; and/or

(iv) Section [5.8 (Guarantor Coverage Ratio)],

(j) Section 7.1[(c)] or [(d)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to comply with the following provisions of the Initial Second Lien Agreement (except, for the avoidance of doubt, to the extent permitted under such provisions) and, in the case of any failure to deliver any financial statements or any related certificates or other information required thereunder and where the Company has not delivered a quarterly summary of financial results similar to what a US publicly listed company would report by press release (it being agreed that a summary of financial results that it is consistent with the summary of financial results historically provided by GNC Holdings, Inc. will be acceptable), only to the extent that the delivery of such financial statements and certificates or other information is delayed for more than 180 days from the original due date for delivery and, in the case of any failure to notify the Second Lien Agent of the occurrence of any Default (as defined in the Second Lien Agreement), only to the extent that such Default would, with the giving of notice, the lapse of time, or both, constitute a Second Lien Default under this Agreement ("**Information Delivery Default**") :

(i) Section [5.1 (Financial Statements)];

(ii) Section [5.2 (Certificates; Other Information)]

(iii) Section [5.5 (Notices)]; and/or

(iv) Section [5.16 (Notices)];

(k) Section 7.1[(d)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to comply with the following provisions of the Initial Second Lien Agreement (except, for the avoidance of doubt, to the extent permitted under such provisions) ("**Compliance Default**"):

(i) Section [5.4](c) (Conduct of Business and Maintenance of Existence, etc) but only to the extent that such failure results in any non-compliance with any Anti-Corruption Laws; and/or

(ii) Section [5.18 (Anti-Corruption and Sanctions)];

(k) Section 7.1[(d)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of any failure to comply with the following provisions of the Initial Second Lien Agreement (except, for the avoidance of doubt, to the extent permitted under such provisions) ("**Insurance Default**"):

(iii) Section 5.12 (Maintenance of Insurance); and/or

(iv) [Section 5.20 (Post-Closing Obligations)][5], but only to the extent relating to additional insured status of the Second Lien Agent on liability insurance,

(l) Section 7.1[(e)] of the Initial Second Lien Agreement, but only to the extent that the First Lien Creditors shall have accelerated the First Lien Obligations in full following an Event of Default under the First Lien Agreement ("**First Lien Acceleration Default**");

(m) Section 7.1[(f)] of the Initial Second Lien Agreement but only to the extent that such Event of Default relates to any Obligor ("**Bankruptcy Default**");

(n) Section 7.1[(g)] of the Initial Second Lien Agreement ("**Lien Unenforceability Default**") but only to the extent that such Event of Default is materially adverse to the interest of the Second Lien Creditors to a materially greater extent than the First Lien Creditors (other than by virtue of their relative priorities and rights and obligations hereunder);

(o) Section 7.1[(h)] of the Initial Second Lien Agreement ("**Guarantee Unenforceability Default**") but only to the extent that such Event of Default is materially adverse to the interest of the Second Lien Creditors to a materially greater extent than the First Lien Creditors (other than by virtue of their relative priorities and rights and obligations hereunder); and

(p) Section 7.1[(i)] of the Initial Second Lien Agreement to the extent such Event of Default arises as result of a Change of Control ("**Change of Control Default**"),

(or, in each case, a corresponding section under such documents evidencing initial and subsequent Refinancings of the Second Lien Obligations).

"**Second Lien Default Notice**" means with respect to any Second Lien Default, a written notice from the Second Lien Agent to the First Lien Agent, with a copy to the Obligors, stating that such notice is a "Second Lien Default Notice", indicating that such Second Lien Default has occurred, describing such Second Lien Default in reasonable detail and stating that Second Lien Agent or Requisite Second Lien Creditors have commenced the applicable Standstill Period as a result of any such Second Lien Default, **provided that** the Second Lien Agent shall have given at least 20 Business Days' prior written notice to the First Lien Agent of the underlying circumstances or events which give rise or which would, with the giving of notice, the lapse of time, or both, give rise, to such Second Lien Default prior to the issuance of a Second Lien Default Notice in reliance of such Second Lien Default for the purposes of this Agreement, it being agreed

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[5] Subject to review of this Section 5.20 & Schedule 5.20 of the Second Lien Agreement with respect to insurances.

that such 20 Business Days' period and any cure period provided by the Second Lien Agreement may run concurrently. Any Second Lien Default Notice issued or purported to be issued by the Second Lien Agent without the giving of such 20 Business Days' prior written notice to the First Lien Agent of the underlying circumstances or events shall be null and void and **provided further that** neither the Second Lien Agent nor any Second Lien Creditor shall declare any default (howsoever described) with respect to any Event of Default that is not a Second Lien Default or with respect of any Second Lien Default in respect of which such 20 Business Days' prior written notice has not been duly given to the First Lien Agent in accordance herewith. With respect to a Periodic Fee Payment Default only, such written notice may be given upon the occurrence of such Periodic Fee Payment Default (and ignoring the 180-day grace period under the Second Lien Agreement solely for the purposes of the giving of such Second Lien Default Notice to the First Lien Agent).

"**Second Lien Documents**" means the Second Lien Agreement, all Loan Documents (as such term is defined in the Second Lien Agreement) and all other agreements, instruments and other documents at any time executed or delivered by any Obligor or any other Person with, to or in favor of the Second Lien Agent or any Second Lien Creditor in connection therewith or related thereto, including such documents evidencing successive Refinancings of the Second Lien Obligations, in each case, as the same may be amended, amended and restated, supplemented, modified, replaced, substituted or renewed from time to time, in each case, in accordance with the terms of this Agreement.

"**Second Lien Agreement**" means (a) the Initial Second Lien Agreement and (b) each loan or credit agreement evidencing any replacement, substitution, renewal, or initial or subsequent Refinancing of the Obligations under the Second Lien Agreement, in each case as the same may be amended, amended and restated, supplemented, modified, replaced, substituted or renewed from time to time or Refinanced in accordance with the terms of this Agreement.

"**Second Lien Loans**" means the loans or advances outstanding under any Second Lien Agreement.

"**Second Lien Obligations**" means all Obligations of the Obligors under (a) the Second Lien Agreement and the other Second Lien Documents, including the guaranties under the Second Lien Documents or (b) any other agreement or instrument granting or providing for the perfection of a Lien securing any of the foregoing. Notwithstanding any other provision hereof, the term "Second Lien Obligations" will include accrued interest, fees, costs, and other charges incurred under the Second Lien Agreement and the other Second Lien Documents, whether incurred before or after the commencement of an Insolvency Proceeding, and whether or not allowed or allowable in an Insolvency Proceeding. To the extent that any payment with respect to the Second Lien Obligations (whether by or on behalf of any Obligor, as proceeds of security, enforcement of any right of set-off or recoupment, or otherwise) is declared to be fraudulent or preferential in any respect, set aside, avoided, or required to be paid to a debtor in possession, trustee, receiver, or similar Person, then the obligation or part thereof originally intended to be satisfied will be deemed to be reinstated and outstanding as if such payment had not occurred.

"**Second Lien Priority Collateral**" means the Collateral relating to (a) the Company's right to receive the Tax Refund and the Tax Refund Account (but only to the extent of the amount of such Tax Refund actually paid into the Tax Refund Account) and (b) the Effective

Date True-Up Account (but only to the extent of the amount of the [Effective Date True-Up Amount] actually paid into the Effective Date True-Up Account), excluding from such priority, for the avoidance of doubt, any IP Collateral or the Collateral relating to the IVC Proceeds Account or any other Collateral.

"**Secured Bank Product Obligations**" means all obligations and other liabilities owing by any Obligor to any First Lien Creditor under or in connection with any Hedging Agreement (as defined in the First Lien Agreement).

"**Secured Creditors**" means the First Lien Creditors and the Second Lien Creditors, or any of them.

"**Senior Adequate Protection Liens**" has the meaning set forth in Section 7.2.

"**Stalking Horse Agreement**" means that certain Stalking Horse Agreement, dated as of August 7, 2020, by and among GNC Holdings, Inc. and certain subsidiaries of GNC Holdings, Inc. listed on schedule I thereto and Hayao Holdco as the buyer.

"**Standstill Period**" means:

(a) solely with respect to Section 4.1(d), the period commencing on the date of an Event of Default under the First Lien Documents and ending upon the date which is the earlier of (i) 210 days after the Second Lien Agent has received notice that an Event of Default is continuing under the First Lien Documents from the First Lien Agent and (ii) the date on which the Discharge of Second Lien Obligations shall have occurred; provided, that in the event that as of any day during such period, no such Event of Default is continuing, then the Standstill Period shall be deemed not to have commenced; and

(b) in respect of a Second Lien Default, the period commencing on the date of a Second Lien Default (or, in the case of a Periodic Fee Payment Default, on the date of such Period Fee Payment Default) and ending upon the date which is the earlier of (i) 210 days (or, 180 days in the case of an IVC Payment Default, an Excess Cash Payment Default, a Periodic Fee Payment Default, a Tax Refund Payment Default, a Change of Control Default, an Information Delivery Default as a result of a breach of Section 5.1 of the Initial Second Lien Agreement or a Reserved Amount Payment Default) after the First Lien Agent has received a Second Lien Default Notice from the Second Lien Agent with respect to such Second Lien Default and (ii) the date on which the Discharge of First Lien Obligations shall have occurred; provided, that in the event that as of any day during such period, no Second Lien Default is continuing, then the Standstill Period shall be deemed not to have commenced.

"**Stock**" means all shares of capital stock (whether denominated as common stock or preferred stock), equity interests, beneficial, partnership or membership interests, joint venture interests, participations or other ownership or profit interests in or equivalents (regardless of how designated) of or in a Person (other than an individual), whether voting or non-voting.

"**Tax Refund**" means the federal income tax refund due to the Chapter 11 Debtors pursuant to the carryback of net operating losses allowed by the CARES Act.

"**Tax Refund Account**" means a segregated bank account opened in the name of the Company with a bank or financial institution acceptable to the Company, the First Lien Agent and the Second Lien Agent which has been designated as such in writing by the Company, the First Lien Agent and the Second Lien Agent jointly as the "Tax Refund Account" for the purposes of this Agreement and into which the Tax Refund shall be paid, which account shall be subject to a first priority perfected security interest in favor of the Second Lien Creditors.

"**Term Outstandings**" means, at any time, the aggregate of the amounts of principal then outstanding under any Term Facility (as defined in the Initial Term Facility Agreement, or similar term as defined in such documents evidencing initial and subsequent Refinancings of the First Lien Obligations).

"**Transfer Certificate**" has the meaning given to such term in the First Lien Agreement.

"**UCC**" means the Uniform Commercial Code of any applicable jurisdiction and, if the applicable jurisdiction shall not have any Uniform Commercial Code, the Uniform Commercial Code as in effect in the State of New York.

"**Voting Stock**" means the Stock of any Person having ordinary power to vote in the election of members of the board of directors, managers, trustees or other controlling Persons of such Person (irrespective of whether, at the time, Stock of any other class or classes of such entity shall have or might have voting power by reason of the occurrence of any contingency).

1.2 **Certain Matters of Construction.** Unless otherwise stated or the context clearly requires otherwise: (a) references to the First Lien Agent or the Second Lien Agent will refer to the First Lien Agent or the Second Lien Agent acting on behalf of itself and on behalf of all of the other First Lien Creditors or Second Lien Creditors, respectively; (b) definitions of terms apply equally to the singular and plural forms; pronouns will include the corresponding masculine, feminine, and neuter forms; (c) "will" and "shall" have the same meaning; (d) in computing periods from a specified date to a later specified date, (i) the words "from" and "commencing on" (and the like) mean "from and including," (ii) the words "to," "until" and "ending on" (and the like) mean "to but excluding" and (iii) the word "through" means "to and including"; (e) "including" means "including, but not limited to"; (f) references to a statute refer to the statute and all regulations promulgated under or implementing the statute as in effect at the relevant time, and references to a specific provision of a statute or regulation include successor provisions; (g) references to a section of the Bankruptcy Code also refer to any similar provision of other Bankruptcy Law; (h) section references refer to sections of this Agreement, references to numbered sections refer to all included sections (for example, a reference to Section 7 also refers to Sections 7.1, 7.1(a), etc.), and references to a section or article in an agreement, statute, or regulation include successor and renumbered sections and articles of that or any successor agreement, statute, or regulation; (i) references to a Person include the Person's permitted successors and assigns; (j) "herein," "hereof," "hereunder," and words of similar import refer to this Agreement in its entirety and not to any particular provision; and (k) "asset" and "property" have the same meaning and refer to both real and personal, tangible and intangible assets and property, including cash, securities, accounts, and general intangibles, wherever located.

Section 2. **Agreement to Subordinate; Restrictions on Payments; Receipt of Prohibited Payments.**

2.1 Agreement to Subordinate. Until the Discharge of First Lien Obligations, the Company and each other Obligor covenants and agrees, and the Second Lien Agent, for itself and on behalf of the Second Lien Creditors, covenants and agrees, and each Second Lien Creditor by accepting the Second Lien Documents covenants and agrees that, anything in the Second Lien Documents or Second Lien Agreement to the contrary notwithstanding, the Second Lien Obligations are subordinate and junior in right and time of payment to the First Lien Obligations, whether outstanding on the date of execution of the Second Lien Agreement or thereafter created, incurred or assumed, and that the subordination is for the benefit of the First Lien Creditors (save to the extent expressly provided herein with respect to the Second Lien Priority Collateral).

2.2 Restrictions on Payments. Until the Discharge of First Lien Obligations or save as otherwise set forth herein or agreed to by the First Lien Agent (acting on the instructions of the Majority Lenders under and as defined in the First Lien Agreement), the Obligors shall not make, and the Second Lien Creditors shall not demand, receive or accept from any Obligor, any principal, interest or other non-principal payment or Distribution whatsoever in respect of the Second Lien Obligations, other than, prior to the occurrence of an Event of Default under the First Lien Documents (except with respect to any Permitted Second Lien Debt Payment contemplated by clauses [(a), (d), (e) and (f)] of the definition thereof), Permitted Second Lien Debt Payments, subject to the terms of this Agreement, or exercise any right of setoff or undertake any Enforcement Action (subject to Section 4.1(b)) in respect of the Second Lien Obligations (other than in respect of the Second Lien Priority Collateral).

2.3 Receipt of Prohibited Payments. Until the Discharge of First Lien Obligations, whether or not an Insolvency Proceeding has commenced, any payment on the Second Lien Obligations or other Distribution received by any Second Lien Creditor (other than, prior to the occurrence of an Event of Default under the First Lien Documents (except with respect to any Permitted Second Lien Debt Payment contemplated by clauses [(a), (d), (e) and (f)] of the definition thereof), Permitted Second Lien Debt Payments, subject to the terms of this Agreement) shall be segregated and held in trust and promptly paid over to the First Lien Agent, for the benefit of the First Lien Creditors, in the same form as received, with any necessary endorsements. The First Lien Agent is authorized to make such endorsements as agent for the Second Lien Agent. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

2.4 Contesting Obligations. The Second Lien Agent and other Second Lien Creditors will not contest, or support any Person in contesting, directly or indirectly, in any proceeding (including an Insolvency Proceeding) the validity, enforceability, characterization or priority of any First Lien Obligations.

2.5 Segregated accounts. The Obligors shall ensure that:

(a) IVC Proceeds shall be segregated and paid into the IVC Proceeds Account (and no other funds shall be deposited into the IVC Proceeds Account) pending pro rata mandatory prepayment of the First Lien Loans and the Second Lien Loans in accordance with

the terms of the First Lien Documents and the Second Lien Documents (subject to the terms of this Agreement);

(b) Tax Refund shall be segregated and paid into the Tax Refund Account (and no other funds shall be deposited into the Tax Refund Account) pending mandatory prepayment of the Second Lien Loans in accordance with the Second Lien Documents (subject to the terms of this Agreement); and

(c) [Effective Date True-Up Amount] shall be segregated and paid into the Effective Date True-Up Account (and no other funds shall be deposited into the Effective Date True-Up Account) pending mandatory prepayment of the Second Lien Loans in accordance with the Second Lien Documents (subject to the terms of this Agreement).

Section 3. **Security Interests; Priorities; Distributions.**

3.1 Priorities. Each Secured Creditor hereby acknowledges that other Secured Creditors have been granted Liens upon the Collateral to secure their respective Obligations. A Lien on Collateral (other than the Second Lien Priority Collateral) securing or purporting to secure any First Lien Obligation will at all times be senior and prior in all respects to a Lien on such Collateral securing or purporting to secure any Second Lien Obligation, and a Lien on Collateral (other than the Second Lien Priority Collateral) securing or purporting to secure any Second Lien Obligation will at all times be junior and subordinate in all respects to a Lien on such Collateral securing or purporting to secure any First Lien Obligation. A Lien on the Second Lien Priority Collateral securing or purporting to secure any Second Lien Obligation will at all times be senior and prior in all respects to a Lien on such Collateral securing or purporting to secure any First Lien Obligation, and a Lien on Second Lien Priority Collateral securing or purporting to secure any First Lien Obligation will at all times be junior and subordinate in all respects to a Lien on such Collateral securing or purporting to secure any Second Lien Obligation.

3.2 No Alteration of Priority. Except as otherwise expressly provided herein, the priority of the Liens securing the First Lien Obligations and Second Lien Obligations, and the rights and obligations of the Parties under this Agreement, will remain in full force and effect irrespective of (a) how a Lien was acquired (whether by grant, possession, control, statute, operation of law, subrogation, judgment or otherwise), (b) the time, manner, or order of the grant, attachment, filing, recordation, or perfection of a Lien, (c) any conflicting provision of the UCC or other applicable law, (d) any defect or deficiencies in, or non-perfection (including any failure to perfect or lapse in perfection), setting aside, recharacterization, or avoidance of, any Lien or a First Lien Document or a Second Lien Document, (e) the modification, subordination or recharacterization of a First Lien Obligation or a Second Lien Obligation, (f) the modification of a First Lien Document or the modification of a Second Lien Document, (g) the voluntary or involuntary subordination of a Lien on Collateral securing a First Lien Obligation or Second Lien Obligation to a Lien securing another obligation of an Obligor or other Person, (h) the exchange of a security interest in any Collateral for a security interest in other Collateral, (i) the commencement of an Insolvency Proceeding, or (j) any other circumstance whatsoever, including a circumstance that might be a defense available to, or a discharge of, an Obligor in respect of a First Lien Obligation or a Second Lien Obligation or holder of such Obligation and notwithstanding any conflicting terms or conditions which may be contained in any of the Documents.

3.3 Perfection; Contesting Liens. Except as provided in Section 4.3 as between the First Lien Creditors and Second Lien Creditors, (a) the First Lien Agent will be solely responsible for perfecting and maintaining the perfection of its Liens on the Collateral, and (b) subject to Section 4.3, the Second Lien Agent will be solely responsible for perfecting and maintaining the perfection of its Liens on the Collateral. This Agreement is intended to govern the respective priorities as between the First Lien Creditors and the Second Lien Creditors. The First Lien Agent and the First Lien Creditors will have no liability to any Second Lien Creditor for (and the Second Lien Agent hereby waives, on behalf of itself and the other Second Lien Creditors, any claim arising from) any action or inaction by a First Lien Creditor with respect to any First Lien Document, First Lien Obligations or Collateral, including (1) the maintenance, preservation, or collection of the First Lien Obligations or any Collateral, and (2) the foreclosure upon, or the sale, liquidation, maintenance, preservation, or other disposition of, any Collateral, including any such action or inaction that results in a default or Event of Default under the Second Lien Documents. Save for any action or inaction which is prohibited under this Agreement, the Second Lien Agent and the Second Lien Creditors will have no liability to any First Lien Creditor for (and the First Lien Agent hereby waives, on behalf of itself and the other First Lien Creditors, any claim arising from) any action or inaction by a Second Lien Creditor with respect to any Second Lien Document, Second Lien Obligations or Second Lien Priority Collateral, including (1) the maintenance, preservation, or collection of the Second Lien Obligations or any Second Lien Priority Collateral, and (2) the foreclosure upon, or the sale, liquidation, maintenance, preservation, or other disposition of, any Second Lien Priority Collateral, including any such action or inaction that results in a default or Event of Default under the First Lien Documents. Neither the First Lien Agent nor the Second Lien Agent will have by reason of this Agreement or any other document a fiduciary relationship with any First Lien Creditor or any Second Lien Creditor (but without prejudice to any turnover trust constituted by the provisions of this Agreement in favor of the First Lien Agent, for the benefit of the First Lien Creditors). The parties recognize that the interests of the First Lien Agent and the Second Lien Agent may differ, and (a) the First Lien Agent may act in its own interest or in the interest of the First Lien Creditors without taking into account the interests of any Second Lien Creditor and (b) the Second Lien Agent may act in its own interest or in the interest of the Second Lien Creditors without taking into account the interests of any First Lien Creditor but in any event in compliance with, and subject to the terms of, this Agreement. The First Lien Agent will not contest, or support any Person in contesting, directly or indirectly, in any proceeding (including an Insolvency Proceeding) the validity, enforceability, perfection, characterization or priority of any Lien securing or purportedly securing a Second Lien Obligation. The Second Lien Agent will not contest, or support any Person in contesting, directly or indirectly, in any proceeding (including an Insolvency Proceeding) the validity, enforceability, perfection, characterization or priority of any Lien securing or purportedly securing a First Lien Obligation. Nothing in this Agreement shall be construed to prevent or impair the rights of any Secured Creditor to enforce this Agreement.

3.4 Payment Over; Application of Proceeds of Collateral and Distributions.

(a) Until the Discharge of First Lien Obligations, whether or not an Insolvency Proceeding has commenced, any Collateral (other than the Second Lien Priority Collateral) or Proceeds thereof (other than the Second Lien Priority Collateral) received by any Second Lien Creditor, including any such Collateral constituting Proceeds, or any other payment or Distribution (other than any payment or Distribution on account of the Second Lien Priority Collateral), that

may be received by any Second Lien Creditor (i) in connection with the exercise of any right or remedy (including any right of set-off or recoupment) with respect to the Collateral (other than in respect of the Second Lien Priority Collateral), any other assets of the Obligors, or otherwise on account of the Obligations, (ii) in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation) in respect of the Collateral (other than in respect of the Second Lien Priority Collateral), (iii) from the collection or other Disposition of, or realization on, the Collateral (other than the Second Lien Priority Collateral) in any Enforcement Action or (except as provided in Section 7.10) pursuant to any Insolvency Proceeding or (iv) in violation of this Agreement, shall be segregated and held in trust and promptly paid over to the First Lien Agent, for the benefit of the First Lien Creditors, in the same form as received, with any necessary endorsements, or otherwise as applicable in accordance with Section 3.4(c). The First Lien Agent is authorized to make such endorsements as agent for the Second Lien Agent. This authorization is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations.

(b) Until the Discharge of Second Lien Obligations, whether or not an Insolvency Proceeding has commenced, any Second Lien Priority Collateral or Proceeds thereof received by any First Lien Creditor, including any such Second Lien Priority Collateral constituting Proceeds, or any other payment or Distribution on account of the Second Lien Priority Collateral, that may be received by any First Lien Creditor (i) in connection with the exercise of any right or remedy (including any right of set-off or recoupment) with respect to the Second Lien Priority Collateral, (ii) in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation) in respect of the Second Lien Priority Collateral, (iii) from the collection or other Disposition of, or realization on, the Second Lien Priority Collateral in any Enforcement Action or (except as provided in Section 7.10) pursuant to any Insolvency Proceeding or (iv) in violation of this Agreement, shall be segregated and held in trust and promptly paid over to the Second Lien Agent, for the benefit of the Second Lien Creditors, in the same form as received, with any necessary endorsements, or otherwise as applicable in accordance with Section 3.4(d). The Second Lien Agent is authorized to make such endorsements as agent for the First Lien Agent. This authorization is coupled with an interest and is irrevocable until the Discharge of Second Lien Obligations.

(c) Until the Discharge of First Lien Obligations, whether or not an Insolvency Proceeding has commenced, any Collateral (other than the Second Lien Priority Collateral) or Proceeds thereof received or other payment or Distribution in connection with the enforcement or exercise of any remedies with respect to any portion of the Collateral (other than the Second Lien Priority Collateral), any other assets of the Obligors, or otherwise on account of the Obligations will be applied:

(i) first, [to the payment in full in cash of all First Lien Obligations; provided, that (x) any Proceeds arising solely from the IP Collateral, (1) to the extent such Proceeds equal or exceed $175,000,000, shall be allocated in the amount of $75,000,000 to the Second Lien Creditors and in the amount of $100,000,000 (plus any excess above $175,000,000) to the First Lien Creditors, and (2) to the extent such Proceeds are less than $175,000,000 and only if the First Lien Agent consents to the Disposition or other monetization of such Proceeds for such lesser amount (and the First Lien Agent may withhold such consent and refrain from taking any Enforcement Action or refrain from exercising any remedies in its sole and absolute direction or otherwise in accordance with the instructions of the requisite First Lien Creditors in accordance with the First Lien Documents if Proceeds from such Disposition or other monetization would be, or would reasonably be expected to be, less than $175,000,000), such Proceeds shall be shared by the First Lien Creditors pro rata with the Second Lien Creditors (based on (A) the aggregate outstanding principal amount under the First Lien Agreement and (B) the aggregate outstanding principal amount of the Second Lien Loans under the Second Lien Agreement (provided that such aggregate outstanding principal amount in (B) shall in no event exceed the Second Lien Cap at any time for the purposes of such pro rata calculation)) until the Second Lien Obligations are reduced by an amount equal to $75,000,000 on account of such Proceeds and any such Proceeds in excess thereof shall be retained by the First Lien Creditors and towards payment in full of all First Lien Obligations until the Discharge of First Lien Obligations, and (y) any Proceeds arising solely from the Second Lien Priority Collateral shall be applied, first, to the payment in full of all Second Lien Obligations until the Discharge of Second Lien Obligations and, second, to the payment in full of all First Lien Obligations and (z) any Proceeds constituting IVC Proceeds (and only to the extent of the first US$40,000,000 (or its equivalent) received by the Company or any subsidiary of the Company only since the Closing Date) such Proceeds shall be shared by the First Lien Creditors pro rata with the Second Lien Creditors (based on the foregoing (A) and (B) in clause (x));

(ii) second, to the payment in full in cash of all Second Lien Obligations; and

(iii) third, to the Company or as otherwise required by applicable law,

provided that, notwithstanding the foregoing, until the Discharge of First Lien Priority Obligations, any non-cash Collateral or non-cash Proceeds may be held by the First Lien Agent as Collateral and the First Lien Agent may, prior to the Discharge of First Lien Priority Obligations, sell any non-cash Proceeds or other non-cash payments for cash prior to the application of the Proceeds thereof.

(d) Until the Discharge of Second Lien Obligations, whether or not an Insolvency Proceeding has commenced, the Second Lien Priority Collateral or Proceeds thereof received or other payment or Distribution in connection with the enforcement or exercise of any remedies with respect to any portion of the Second Lien Priority Collateral will be applied:

(i) first, to the payment in full in cash of all Second Lien Obligations;

(ii) second, to the payment in full in cash of all First Lien Obligations; and

(iii) third, to the Company or as otherwise required by applicable law.

3.5 Release of Collateral Upon Enforcement Action or Permitted Sale or Disposition. If the First Lien Agent releases a Lien on all or any portion of the Collateral (other than the Second Lien Priority Collateral) or any guaranty obligation of any Obligor in connection with (a) an Enforcement Action, or (b) a Disposition of any Collateral other than pursuant to an Enforcement Action (whether or not there is an Event of Default under the First Lien Documents) to the extent that such release is permitted or required under the terms of the First Lien Documents, then any Lien of the Second Lien Agent on such Collateral or any guaranty obligation with respect to the Second Lien Obligations will be, except as otherwise provided below, automatically and simultaneously released to the same extent, and the Second Lien Agent will be deemed to have consented under the Second Lien Documents to such transaction free and clear of the Second Lien Agent's Lien (it being understood that the Second Lien Agent shall still, subject to the terms of this Agreement, have a security interest with respect to the Proceeds of such Collateral except to the extent applied to First Lien Obligations) and to have waived the provisions of the Second Lien Documents to the extent necessary to permit such transaction and will promptly execute and deliver to the First Lien Agent such Release Documents as the First Lien Agent reasonably requests to effectively release or confirm the release of such Lien of the Second Lien Agent or the release of such guaranty obligation with respect to the Second Lien Obligations and take such further actions as the First Lien Agent shall reasonably require in order to release or terminate such Second Lien Agent's Liens on such Collateral (or release any applicable Obligor, including any Obligor that is an issuer of the equity that is the subject of such transaction and any subsidiary thereof) or such guaranty obligation with respect to the Second Lien Obligations.

3.6 Power of Attorney. The Second Lien Agent, for itself and on behalf of each Second Lien Creditor, hereby appoints the First Lien Agent and any officer or agent of the First Lien Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the place and stead of the Second Lien Agent and the other Second Lien Creditors or in the First Lien Agent's own name from time to time, in the First Lien Agent's discretion to take any action and to execute any and all documents and instruments that may be reasonable and appropriate solely for the purpose of carrying out the terms of Section 3.5 in accordance with the terms of Section 3.5, including any endorsements or other instruments of transfer or release. This appointment is coupled with an interest and is irrevocable until the Discharge of First Lien Obligations or such time as this Agreement is terminated in accordance with its terms. No Person to whom this power of attorney is presented, as authority for the First Lien Agent (or any officer or agent of the First Lien Agent) to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from any Second Lien Creditor as to the authority of the First Lien Agent (or any such officer or agent) to take any action described herein, or as to the existence of or fulfillment of any condition to this power of attorney, which is intended to grant to the First Lien Agent (or any officer or agent of the First Lien Agent) the authority to take and perform the actions contemplated herein. The Second Lien Agent, for itself and on behalf of each Second Lien Creditor, irrevocably waives any right to commence any suit or action, in law or equity, against any Person which acts in reliance upon or acknowledges the authority granted under this power of attorney. The Second Lien Agent, for itself and on behalf of each Second Lien Creditor, hereby ratifies all that said attorneys shall do or cause to be done in accordance with the

power of attorney granted in this Section 3.6.

3.7 Waiver. Each of the Secured Creditors (a) waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations under the Documents and notice of or proof of reliance by the Secured Creditors upon this Agreement and protest, demand for payment or notice except to the extent otherwise specified herein and (b) acknowledges and agrees that the other Secured Creditors have relied upon the Lien priority and other provisions hereof in entering into the Documents and in making funds available to the Company thereunder.

3.8 Notice of Interest In Collateral. This Agreement is intended, in part, to constitute an authenticated notification of a claim by each Secured Creditor to the other Secured Creditors of an interest in the Collateral in accordance with the provisions of Sections 9-611 and 9-621 of the UCC.

3.9 New Liens.

(a) So long as the Discharge of First Lien Obligations shall not have occurred, the Parties agree that no additional Liens shall be granted or permitted on any asset of the Company or any subsidiary of the Company to secure any Second Lien Obligation and no additional guaranty from any subsidiary of the Company shall be granted in respect of any Second Lien Obligation unless, subject to the terms of this Agreement, immediately after giving effect to such grant or concurrently therewith, a Lien shall be granted on such asset to secure, or an additional guaranty from such subsidiary is granted in respect of, the First Lien Obligations subject to the terms of this Agreement. To the extent that the foregoing provisions of this subsection (a) are not complied with for any reason, without limiting any other rights and remedies available to the First Lien Agent or the First Lien Creditors, the Second Lien Agent, on behalf of the Second Lien Creditors, agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens or any additional guaranty granted in contravention of this Section 3.9 shall be subject to the terms of this Agreement, including the turnover provisions of Section 3.4.

(b) So long as the Discharge of Second Lien Obligations shall not have occurred, the Parties agree that no additional Liens shall be granted or permitted on any asset of the Company or any subsidiary of the Company to secure any First Lien Obligation and no additional guaranty from any subsidiary of the Company shall be granted in respect of any First Lien Obligation unless, subject to the terms of this Agreement, immediately after giving effect to such grant or concurrently therewith, a Lien shall be granted on such asset to secure, or an additional guaranty from such subsidiary is granted in respect of, the Second Lien Obligations subject to the terms of this Agreement. To the extent that the foregoing provisions of this subsection (b) are not complied with for any reason, without limiting any other rights and remedies available to the Second Lien Agent or the Second Lien Creditors, the First Lien Agent, on behalf of the First Lien Creditors, agrees that any amounts received by or distributed to any of them pursuant to or as a result of Liens or any additional guaranty granted in contravention of this Section 3.9 shall be subject to the terms of this Agreement, including the turnover provisions of Section 3.4, provided that nothing in this Agreement shall prevent any Excluded Obligor from granting any Liens or guaranty or prevent the Parent from granting any Lien over any of its assets (that are not Parent Shared Assets) or guaranty in respect of the Obligations under the First Lien Documents and any such Liens or guaranty shall not be subject to this Agreement.

3.10 Similar Liens and Agreements. The Parties intend that the Collateral securing the First Lien Obligations and the Collateral securing the Second Lien Obligations be identical (other than, for the avoidance of doubt, any Liens from any Excluded Obligor over any of its assets or from the Parent over any of its assets (that are not Parent Shared Assets) securing only the First Lien Obligations to which this Agreement shall not apply). Accordingly, subject to the other provisions of this Agreement, the Parties will use commercially reasonable efforts:

(a) to cooperate in good faith in determining, upon the reasonable written request of the First Lien Agent or the Second Lien Agent, the specific assets included in the Collateral securing their respective Obligations, the steps taken to perfect the Liens thereon and the identity of the Obligors;

(b) to make the forms, documents, and agreements creating or evidencing the Liens of the Parties in the Collateral materially the same, other than with respect to the relative priority of the Liens created or evidenced thereunder, the identity of the Secured Parties benefitted thereby and other matters contemplated by this Agreement; and

(c) to provide that any Lien obtained by any Secured Creditor in respect of any judgment obtained in respect of any Obligations shall be subject in all respects to the terms of this Agreement.

Section 4. **Enforcement of Security and Obligations.**

4.1 Exercise of Remedies against Collateral and Obligations.

(a) Subject to subsection (b) below, until the Discharge of First Lien Obligations, the First Lien Creditors will have the exclusive right to (1) commence and maintain Enforcement Actions whether or not any Insolvency Proceeding has commenced (including the rights to set-off or "credit bid" their debt except as otherwise provided in Section 4.2(a) below) (other than with respect to the Second Lien Priority Collateral), (2) subject to Section 3.5, make determinations regarding the release of, or restrictions with respect to, the Collateral (other than the Second Lien Priority Collateral) and guaranties, (3) manage, perform and enforce the terms of the First Lien Documents with respect to the Collateral (other than the Second Lien Priority Collateral), exercise and enforce all privileges and rights thereunder according to their sole discretion and the exercise of their sole business judgment, including the exclusive right to take or retake control or possession of the Collateral (other than in respect of the Second Lien Priority Collateral) and to hold, prepare for sale, process, Dispose of, or liquidate the Collateral (other than the Second Lien Priority Collateral) and to incur expenses in connection with such Disposition, and (4) otherwise enforce the rights and remedies of a secured creditor under the UCC and other applicable law and the Bankruptcy Laws of any applicable jurisdiction, all in such order and in such manner as the First Lien Creditors may determine in their sole discretion without consulting with or obtaining the consent of any Second Lien Creditor and regardless of whether any such exercise is adverse to the interests of any Second Lien Creditor, except as otherwise required pursuant to the UCC and applicable law, subject to the relative priorities described in Section 2 and Section 3.1 and the terms of Section 3.4(c). In conducting any public or private sale under the UCC, ten (10) days' notice shall be deemed to be commercially reasonable notice. Except as provided in this Section 4.1 and Section 4.2 below, notwithstanding any rights or remedies available to a Second Lien Creditor under any of the Second Lien Documents, applicable law or otherwise, a Second Lien

Creditor shall not take any Enforcement Action (other than with respect to the Second Lien Priority Collateral). Until the Discharge of First Lien Obligations (and subject to subsection (b) below), each Second Lien Creditor (1) shall not take any action that would hinder any exercise of remedies or the taking of any Enforcement Action under the First Lien Documents, and (2) waives any right it may have as a junior lien creditor or otherwise to object to the manner in which the First Lien Agent or the First Lien Creditors may seek to take any Enforcement Action, regardless of whether any action or omission by or on behalf of the First Lien Agent and the First Lien Creditors is adverse to the interest of the Second Lien Creditors.

(b)

(i) Notwithstanding the preceding Section 4.1(a), Second Lien Creditors may commence and may continue an Enforcement Action with respect to a Second Lien Default (other than a Tax Refund Payment Default (unless Tax Refund has not been paid into the Tax Refund Account or funds in the Tax Refund Account have been misappropriated and are not being applied to discharge the Second Lien Obligations) or a Reserved Amount Payment Default (unless the [Effective Date True-Up Amount] has not been paid into the Effective Date True-Up Account or funds in the Effective Date True-Up Account have been misappropriated and are not being applied to discharge the Second Lien Obligations)) if and provided that all of the following have occurred: (1) subject to Section 4.1(b)(ii) below, the applicable Standstill Period with respect thereto shall have elapsed; (2) notwithstanding the expiration of the applicable Standstill Period, the First Lien Agent is not then pursuing an Enforcement Action or attempting to vacate any stay or prohibition against such exercise (provided that should there be any stay or prohibition against such exercise, the applicable Standstill Period shall be deemed to commence on the date on which such stay or prohibition is vacated instead and provided further that the First Lien Agent shall not be obliged to attempt to vacate any stay or prohibition against such exercise if, in the opinion of the First Lien Agent, it is not reasonably practicable to do so and the condition requiring the First Lien Agent to attempt to do so should not apply for the purposes of determining whether the Second Lien Creditors may commence an Enforcement Action); (3) if such Enforcement Action will include any Disposition, such Disposition shall be a Permitted Second Lien Disposition, will specify the principal proposed terms of the sale, identity of the expected purchasers (if known) and the type and amount of consideration expected to be received; (4) any acceleration of the Second Lien Obligations has not been rescinded; (5) the Second Lien Agent has provided the First Lien Agent at least thirty (30) Business Days prior written notice of its intention to take such Enforcement Action, which notice may be given during, but not prior to, the pendency of the applicable Standstill Period, and (6) the applicable Obligor is not then a debtor in an Insolvency Proceeding.

(ii) Notwithstanding the foregoing (including, for the avoidance of doubt, whether or not a Second Lien Default shall have occurred and any applicable Standstill Period shall have elapsed), until the Discharge of First Lien Obligations, the First Lien Creditors shall have the exclusive right to exercise and enforce all privileges and rights with respect to the IP Collateral in their sole discretion, including the exclusive right to take or retake control or possession of the IP Collateral and to hold, prepare for sale, process, Dispose of, or liquidate the IP Collateral and to incur expenses in connection with such Disposition, **provided** the terms of Section 3.4(c) are complied with with respect to Proceeds of any Disposition or other monetization from IP Collateral.

(iii) In the event of a Second Lien Default constituting a Tax Refund Payment Default (unless Tax Refund has not been paid into the Tax Refund Account or funds in the Tax Refund Account have been misappropriated and are not being applied to discharge the Second Lien Obligations), the Second Lien Creditors shall only be entitled to take actions with respect to the Tax Refund Account in accordance with Section 4.2(c) below (and, for the avoidance of doubt, the Second Lien Creditors shall be entitled to recover (and only to the extent necessary to recover) an amount equal to the amount of the Tax Refund actually received by the Company but not paid to the Second Lien Creditors pursuant to such actions but the Second Lien Creditors cannot otherwise accelerate the Second Lien Obligations.

(iv) In the event of a Reserved Amount Payment Default (unless the [Effective Date True-Up Amount] has not been paid into the Effective Date True-Up Account or funds in the Effective Date True-Up Account have been misappropriated and are not being applied to discharge the Second Lien Obligations), the Second Lien Creditors shall only be entitled to take actions with respect to the Effective Date True-Up Account in accordance with Section 4.2(c) below (and, for the avoidance of doubt, the Second Lien Creditors shall be entitled to recover (and only to the extent necessary to recover) an amount equal to the amount of the [Effective Date True-Up Amount] actually received by the Company but not paid to the Second Lien Creditors pursuant to such actions but the Second Lien Creditors cannot otherwise accelerate the Second Lien Obligations.

(v) In the event of a Second Lien Default constituting a Tax Refund Payment Default in circumstances where the Tax Refund has not been paid into the Tax Refund Account or funds in the Tax Refund Account have been misappropriated and are not being applied to discharge the Second Lien Obligations, the Second Lien Creditors may commence and may continue an Enforcement Action in accordance with (and subject to the foregoing requirements in) Section 4.1(b)(i) above to recover (and only to the extent necessary to recover) an amount equal to the amount of the Tax Refund actually received by the Company but the Second Lien Creditors cannot otherwise accelerate the Second Lien Obligations.

(vi) In the event of a Second Lien Default constituting a Reserved Amount Payment Default in circumstances where the [Effective Date True-Up Amount] has not been paid into the Effective Date True-Up Account or funds in the Effective Date True-Up Account have been misappropriated and are not being applied to discharge the Second Lien Obligations, the Second Lien Creditors may commence and may continue an Enforcement Action in accordance with (and subject to the foregoing requirements in) Section 4.1(b)(i) to recover (and only to the extent necessary to recover) an amount equal to the amount of the [Effective Date True-Up Amount] actually received by the Company but the Second Lien Creditors cannot otherwise accelerate the Second Lien Obligations.

(c) Subject to subsection (d) below, until the Discharge of Second Lien Obligations, the Second Lien Creditors will have the exclusive right to (1) commence and maintain Enforcement Actions whether or not any Insolvency Proceeding has commenced (including the rights to set-off or "credit bid" their debt except as otherwise provided in Section 4.2(b) below) with respect to the Second Lien Priority Collateral, (2) make determinations regarding the release of, or restrictions with respect to, the Second Lien Priority Collateral, (3) manage, perform and enforce the terms of the Second Lien Documents with respect to the Second Lien Priority Collateral, exercise and enforce all privileges and rights thereunder according to their sole discretion and the exercise of

their sole business judgment, in each case, solely with respect to the Second Lien Priority Collateral, including the exclusive right to take or retake control or possession of the Second Lien Priority Collateral and to hold, prepare for sale, process, Dispose of, or liquidate the Second Lien Priority Collateral and to incur expenses in connection with such Disposition, and (4) otherwise enforce the rights and remedies of a secured creditor under the UCC and other applicable law and the Bankruptcy Laws of any applicable jurisdiction, in each case, solely with respect to the Second Lien Priority Collateral, all in such order and in such manner as the Second Lien Creditors may determine in their sole discretion without consulting with or obtaining the consent of any First Lien Creditor and regardless of whether any such exercise is adverse to the interests of any First Lien Creditor, except as otherwise required pursuant to the UCC and applicable law, subject to the relative priorities described in Section 2 and Section 3.1 and the terms of Section 3.4(c). In conducting any public or private sale under the UCC, ten (10) days' notice shall be deemed to be commercially reasonable notice. Except as provided in this Section 4.1 and Section 4.2 below, notwithstanding any rights or remedies available to a First Lien Creditor under any of the First Lien Documents, applicable law or otherwise, a First Lien Creditor shall not take any Enforcement Action with respect to the Second Lien Priority Collateral. Until the Discharge of Second Lien Obligations (and subject to subsection (d) below), each First Lien Creditor (1) shall not take any action that would hinder any exercise of remedies or the taking of any Enforcement Action with respect to the Second Lien Priority Collateral under the Second Lien Documents, and (2) waives any right it may have as a junior lien creditor or otherwise to object to the manner in which the Second Lien Agent or the Second Lien Creditors may seek to take any Enforcement Action with respect to the Second Lien Priority Collateral, regardless of whether any action or omission by or on behalf of the Second Lien Agent and the Second Lien Creditors is adverse to the interest of the First Lien Creditors. Any Enforcement Actions taken pursuant to this Section 4.2(c) shall be limited to recover (and only to the extent necessary to recover) an amount equal to the amount of the Tax Refund or, as the case may be, the [Effective Date True-Up Amount], actually received by the Company but the Second Lien Creditors cannot otherwise accelerate the Second Lien Obligations.

(d) Notwithstanding the preceding Section 4.1(c), First Lien Creditors may commence and may continue an Enforcement Action with respect to the Second Lien Priority Collateral if and provided that all of the following have occurred: (1) the Standstill Period with respect thereto shall have elapsed; (2) the Second Lien Agent is not then pursuing an Enforcement Action with respect to the Second Lien Priority Collateral or attempting to vacate any stay or prohibition against such exercise (provided that should there be any stay or prohibition against such exercise, the applicable Standstill Period shall be deemed to commence on the date on which such stay or prohibition is vacated instead and provided further that the Second Lien Agent shall not be obliged to attempt to vacate any stay or prohibition against such exercise if, in the opinion of the Second Lien Agent, it is not reasonably practicable to do so and the condition requiring the Second Lien Agent to attempt to do so should not apply for the purposes of determining whether the First Lien Creditors may commence an Enforcement Action with respect to the Second Lien Priority Collateral); (3) if such Enforcement Action will include any Disposition of Second Lien Priority Collateral, such Disposition will specify the principal proposed terms of the sale, identity of the expected purchasers (if known) and the type and amount of consideration expected to be received; (4) any acceleration of the First Lien Obligations has not been rescinded; (5) the First Lien Agent has provided the Second Lien Agent at least thirty (30) Business Days prior written notice of its intention to take such Enforcement

Action, which notice may be given during, but not prior to, the pendency of the applicable Standstill Period, and (6) the applicable Obligor is not then a debtor in an Insolvency Proceeding.

4.2 Permitted Actions.

(a) Notwithstanding Section 4.1(a), a Second Lien Creditor may (i) file a proof of claim or statement of interest, vote on a plan of reorganization (including a vote to accept or reject a plan of partial or complete liquidation, reorganization, arrangement, composition, or extension), and make other filings, arguments, and motions, with respect to the Second Lien Obligations and the Collateral in any Insolvency Proceeding commenced by or against any Obligor; (ii) take action to create, prove, perfect, preserve, or protect (but not enforce) its Lien on the Collateral or establish priority, in each case of the foregoing clause (i) and this clause (ii) of this Section 4.2(a), so long as such filings, voting, arguments, motions and actions are not inconsistent with the other terms of this Agreement and not adverse to the priority status in accordance with this Agreement of the First Lien Obligations and the Liens on the Collateral securing the First Lien Obligations or the First Lien Creditors' rights to exercise remedies; (iii) file necessary pleadings, objections, motions or agreements in opposition to a motion, claim, adversary proceeding, or other pleading objecting to or otherwise seeking the disallowance of a Second Lien Obligation or a Lien securing the Second Lien Obligations; (iv) join (but not exercise any control over) a judicial foreclosure or Lien enforcement proceeding with respect to the Collateral initiated by the First Lien Agent, to the extent that such action could not reasonably be expected to interfere materially with the Enforcement Action, but no Second Lien Creditor may receive any Proceeds thereof unless expressly permitted herein; (v) bid for or purchase Collateral at any public, private, or judicial foreclosure upon such Collateral initiated by any First Lien Creditor, or any sale of Collateral during an Insolvency Proceeding; provided, that such bid may not include a "credit bid" in respect of any Second Lien Obligations unless the net cash Proceeds of such bid are otherwise sufficient to cause the Discharge of First Lien Obligations and are applied to cause the Discharge of the First Lien Obligations, in each case, at the closing of such bid; (vi) seek adequate protection during an Insolvency Proceeding to the extent expressly permitted by Section 7; and (vii) (subject to the Second Lien Agent giving not less than 20 Business Days' prior written notice to the First Lien Agent) deliver any notice of default (that constitutes a Second Lien Default) in respect of the Second Lien Obligations, reservation of rights, or similar letters or notices to any Obligors under any Second Lien Debt Document with respect to such default (that constitutes a Second Lien Default).

(b) Notwithstanding Section 4.1(c), a First Lien Creditor may (i) file a proof of claim or statement of interest, vote on a plan of reorganization (including a vote to accept or reject a plan of partial or complete liquidation, reorganization, arrangement, composition, or extension), and make other filings, arguments, and motions, with respect to the Second Lien Priority Collateral in any Insolvency Proceeding commenced by or against any Obligor; (ii) take action to create, prove, perfect, preserve, or protect (but not enforce) its Lien on the Second Lien Priority Collateral or establish priority, in each case of the foregoing clause (i) and this clause (ii) of this Section 4.2(b), so long as such filings, voting, arguments, motions and actions are not inconsistent with the other terms of this Agreement and not adverse to the priority status in accordance with this Agreement of the Second Lien Obligations and the Liens on the Second Lien Priority Collateral or the Second Lien Creditors' rights to exercise remedies with respect to the Second Lien Priority Collateral; (iii) file necessary pleadings, objections, motions or agreements in opposition to a motion, claim,

adversary proceeding, or other pleading objecting to or otherwise seeking the disallowance of a First Lien Obligation or a Lien, in each case, in respect of the Second Lien Priority Collateral and Proceeds thereof, securing the First Lien Obligations; (iv) join (but not exercise any control over) a judicial foreclosure or Lien enforcement proceeding with respect to the Second Lien Priority Collateral initiated by the Second Lien Agent, to the extent that such action could not reasonably be expected to interfere materially with the Enforcement Action, but no First Lien Creditor may receive any Proceeds thereof unless expressly permitted herein; (v) bid for or purchase Second Lien Priority Collateral at any public, private, or judicial foreclosure upon such Second Lien Priority Collateral initiated by any Second Lien Creditor, or any sale of Second Lien Priority Collateral during an Insolvency Proceeding; provided, that such bid may not include a "credit bid" in respect of any First Lien Obligations unless the net cash Proceeds of such bid are otherwise sufficient to cause the Discharge of Second Lien Obligations and are applied to cause the Discharge of the Second Lien Obligations, in each case, at the closing of such bid; (vi) seek adequate protection during an Insolvency Proceeding; and (vii) deliver any notice of default in respect of the First Lien Obligations, reservation of rights, or similar letters or notices to any Obligors under any First Lien Debt Document, in each case, in respect of the Second Lien Priority Collateral and Proceeds thereof, as applicable.

4.3 Collateral In Possession.

(a) If the First Lien Agent has any Pledged Collateral in its possession or control, then, subject to Section 3.1 and this Section 4.3, the First Lien Agent will possess or control such Pledged Collateral as bailee or agent for perfection for the benefit of the Second Lien Agent as secured party, so as to satisfy the requirements of sections 8-106(d)(3), 8-301(a)(2), and 9-313(c) of the UCC. If the Second Lien Agent has any Pledged Collateral constituting Second Lien Priority Collateral in its possession or control, then, subject to Section 3.1 and this Section 4.3, the Second Lien Agent will possess or control such Pledged Collateral as bailee or agent for perfection for the benefit of the First Lien Agent as secured party, so as to satisfy the requirements of sections 8-106(d)(3), 8-301(a)(2), and 9-313(c) of the UCC. The First Lien Agent will have no obligation to any Second Lien Creditor to ensure that any Pledged Collateral is genuine or owned by any of the Obligors or to preserve rights or benefits of any Person except as expressly set forth in this Section 4.3. In this Section 4.3, "control" has the meaning given that term in sections 8-106 and 9-314 of the UCC.

(b) The duties or responsibilities of the First Lien Agent under this Section 4.3 will be limited solely to possessing or controlling the applicable Pledged Collateral as bailee or agent for perfection in accordance with this Section 4.3 and delivering such Pledged Collateral upon a Discharge of First Lien Obligations as provided in subsection (e) below. The Second Lien Agent hereby waives and releases the First Lien Agent from all claims and liabilities arising out of the First Lien Agent's role under this Section 4.3 as bailee or agent with respect to any Pledged Collateral. The First Lien Agent makes no representation or warranty as to whether the provision of this Section 4.3 are sufficient to perfect the security interest in any Collateral in which the First Lien Agent has such possession or control.

(c) Until the Discharge of First Lien Obligations, if the Second Lien Agent has any Pledged Collateral in its possession or control, then, subject to Section 3.1 and this Section 4.3, the Second Lien Agent will promptly notify the First Lien Agent of its possession or control of such Pledged Collateral and if requested by the First Lien Agent, deliver or transfer such Pledged

Collateral in its possession or control, together with any necessary endorsements (which endorsements will be without recourse and without any representation or warranty), to the First Lien Agent in such manner as the First Lien Agent shall reasonably direct. Until such delivery or transfer is complete, the Second Lien Agent shall possess or control such Pledged Collateral as bailee or agent for perfection for the benefit of the First Lien Agent as secured party, so as to satisfy the requirements of sections 8-106(d)(3), 8-301(a)(2), and 9-313(c) of the UCC. The Second Lien Agent will have no obligation to any First Lien Creditor or Second Lien Creditor to ensure that any Pledged Collateral is genuine or owned by any of the Obligors or to preserve rights or benefits of any Person except as expressly set forth in this Section 4.3.

(d) The duties or responsibilities of the Second Lien Agent under this Section 4.3 will be limited solely to possessing or controlling the Pledged Collateral as bailee or agent for perfection in accordance with this Section 4.3 and delivering the Pledged Collateral to the First Lien Agent promptly upon the request by the First Lien Agent therefor. The First Lien Agent hereby waives and releases the Second Lien Agent from all claims and liabilities arising out of the Second Lien Agent's role under this Section 4.3 as bailee or agent with respect to any Pledged Collateral. The Second Lien Agent makes no representation or warranty as to whether the provision of this Section 4.3 are sufficient to perfect the security interest in any Collateral in which the Second Lien Agent has such possession or control.

(e) Upon the Discharge of First Lien Obligations, the First Lien Agent will deliver or transfer (subject to the terms of any control agreement) control of any Pledged Collateral in its possession or control, together with any necessary endorsements (which endorsements will be without recourse and without any representation or warranty), *first,* to the Second Lien Agent if any Second Lien Obligations remain outstanding, *second*, in accordance with Section 3.4 and *third,* to the applicable Obligor or Obligors or, in the case of clauses *first*, *second* and *third*, as a court of competent jurisdiction may otherwise direct.

4.4 Waiver of Marshalling and Similar Rights. Until the Discharge of First Lien Obligations, the Second Lien Agent and each other Second Lien Creditor, to the fullest extent permitted by applicable law, waives as to the First Lien Agent and each other First Lien Creditor any requirement regarding, and agrees not to demand, request, plead or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law, provided that, in the case of a combined Disposition or other monetization of assets comprising both IP Collateral and Collateral which is not IP Collateral in connection with the enforcement or exercise of any remedies with respect to the Collateral, the Second Lien Agent may request an independent valuation to ascertain Proceeds attributable to the IP Collateral based on fair market value from a financial point of view taking into account all relevant circumstances including, without limitation, the method of such Disposition or other monetization for the purposes of Section 3.4(c)(i)(x) if and only if Proceeds attributable to the IP Collateral (out of the aggregate Proceeds of such combined Disposition or other monetization) and to be allocated to the Second Lien Creditors for the purposes of Section 3.4(c)(i)(x) is less than $75,000,000 (as may be reduced by any Proceeds attributable to the IP Collateral already paid to the Second Lien Creditors at that time). In the event that such independent valuation is requested by the Second Lien Agent, the appointment of the independent valuer (which must be an independent investment bank, an independent accountancy firm or other

independent professional services firm which is regularly engaged in providing valuations of businesses or financial assets or, where applicable, advising on competitive sales processes) shall be jointly appointed by the First Lien Agent and the Second Lien Agent, failing which each of the First Lien Agent and the Second Lien Agent may appoint its own independent valuer to obtain their respective independent valuations in which case the independent valuation shall be determined by the sum of the independent valuations the First Lien Agent and the Second Lien Agent respectively and divided by 2. For the avoidance of doubt, such independent valuation may only be requested in respect of a Disposition or other monetization of IP Collateral together with other assets which are not IP Collateral. Notwithstanding the foregoing, the Second Lien Agent may not request any independent valuation with respect to any Disposition or other monetization of any Stock in any Person that does not directly or indirectly beneficially own any IP Collateral.

4.5 Insurance and Condemnation Awards. Until the Discharge of First Lien Obligations, and subject to the rights of the Obligors under the First Lien Documents, the First Lien Agent will have the exclusive right to adjust settlement for any losses covered by an insurance policy covering the Collateral (other than in respect of the Second Lien Priority Collateral), and to approve an award granted in a condemnation or similar proceeding (or a deed in lieu of condemnation) affecting the Collateral (other than in respect of the Second Lien Priority Collateral), and all proceeds of such policy, award, or deed will be applied in accordance with Section 3.4 and thereafter, if no Second Lien Obligations are outstanding, to the payment to the owner of the subject property, such other Person as may be entitled thereto, or as a court of competent jurisdiction may otherwise direct.

Section 5. **Covenants**

5.1 Amendments to First Lien Documents. The First Lien Creditors may at any time and from time to time and without consent of or notice to any Second Lien Creditor, without incurring any liability to any Second Lien Creditor and without impairing or releasing any rights or obligations hereunder or otherwise, amend, restate, supplement, extend, modify, waive, substitute, renew or replace any or all of the First Lien Documents; provided, that without the consent of the Requisite Second Lien Creditors, the First Lien Creditors shall not amend, restate, supplement, extend, modify substitute, renew or (except as provided in Section 7.2) Refinance any or all of the First Lien Documents to (a) restrict the amendment of the Second Lien Documents except as set forth in Section 5.2, (b) increase the principal portion of the First Lien Obligations to an amount in excess of $575,000,000 or increase the principal portion of any revolving credit facility comprised within the First Lien Obligations in excess of $175,000,000 (it being agreed to and understood that loans or commitments funded or incurred under the First Lien Documents at any time in compliance with this clause (b) shall be deemed permitted First Lien Obligations at all times thereafter and any Obligations with respect to Secured Bank Product Obligations shall not be counted towards the principal portion of the First Lien Obligations or any revolving credit facility for such purposes) (and other than as a result of interest thereon having been paid in-kind or capitalized), or (c) modify or add any covenant, agreement or Event of Default under the First Lien Documents which directly restricts one or more Obligors from making payments under the Second Lien Documents which would otherwise be permitted under this Agreement and the First Lien Documents as in effect on the date hereof. For the avoidance of doubt, if the then outstanding First Lien Obligations are being Refinanced with New First Lien Obligations, then the outgoing

First Lien Creditors (whose First Lien Obligations are being so Refinanced) shall have no obligations whatsoever to ensure that this Section 5.1 is complied with and such obligations to ensure compliance shall fall on the Company and the New First Lien Agent (for itself and on behalf of the holders of the New First Lien Obligations instead).

5.2 Amendments to Second Lien Documents. Until the Discharge of First Lien Obligations has occurred, and notwithstanding anything to the contrary contained in the Second Lien Documents, the Second Lien Creditors shall not, without the prior written consent of the First Lien Agent, amend, restate, supplement, modify, substitute, renew or Refinance any or all of the Second Lien Documents to (a) directly or indirectly (i) require or permit any cash pay interest on the Second Lien Obligations other than pursuant to paragraph [(c)] of the definition of "Permitted Second Lien Debt Payment", (ii) increase the applicable interest rate margin for paid-in-kind or capitalized interest on the Second Lien Obligations to an amount greater than the Applicable Margin (as defined in the Second Lien Agreement as in effect on the date hereof) (excluding, without limitation, fluctuations in underlying rate indices and imposition of a default rate of 2% per annum above the applicable interest rate) or (iii) increase or impose any fees or other amounts payable on the Second Lien Obligations, including relating to any periodic fee and any mandatory prepayments, (b) (i) shorten the maturity or weighted average life to maturity of the Second Lien Obligations as in effect on the date hereof, (ii) require that any scheduled payment on the Second Lien Obligations be made earlier than the date originally scheduled for such payment as in effect on the date hereof, or (iii) add or make more restrictive any mandatory prepayment, redemption, repurchase, sinking fund or similar requirement as any such requirements are in effect as of the date hereof, (c) modify or add any covenant, agreement or Event of Default under the Second Lien Documents which directly restricts one or more Obligors from making payments under the First Lien Documents which would otherwise be permitted under the Second Lien Documents as in effect on the date hereof, (d) restrict the amendment of the First Lien Documents except as set forth in Section 5.1, or (e) increase the principal amount of the Second Lien Obligations in excess of the Second Lien Cap provided that, for the avoidance of doubt, nothing in this clause (e) shall prohibit any adjustment of the principal amount of the Second Lien Loans effected by operation of Section 3.4(d) of the Stalking Horse Agreement (it being agreed to and understood that loans or commitments funded or incurred under the Second Lien Documents at any time in compliance with this clause (e) shall be deemed permitted Second Lien Obligations at all times thereafter) (and other than subject to clause (a) above, as a result of interest thereon having been paid in-kind or capitalized). In addition, the Second Lien Creditors shall not Refinance any or all of the Second Lien Obligations without the First Lien Agent's prior written consent unless the First Lien Obligations are simultaneously Refinanced in full.

5.3 Amendments to Collateral Documents. If a First Lien Creditor and an Obligor modify (whether by way of an amendment, waiver, consent, approval or otherwise, including with respect to any Event of Default) a First Lien Collateral Document, the modification will apply automatically to any similar provision of a Second Lien Collateral Document, without the consent of any Second Lien Creditor and without any action by Second Lien Agent or any Obligor; provided, that no such modification will (a) remove or release the Lien of the Second Lien Creditors on the Collateral, except to the extent that (1) the release is permitted hereunder and (2) there is a corresponding release of the Lien of the First Lien Creditors on the Collateral, (b) impose duties on the Second Lien Agent without its consent, (c) permit other Liens on the Collateral not permitted under the terms of the Second Lien Documents other than as provided in Section 7, (d)

alter the priority of the Second Lien Creditors (relative to the First Lien Creditors) with respect to the Second Lien Priority Collateral or (e) by its terms be materially adverse to the interest of the Second Lien Creditors to a materially greater extent than the First Lien Creditors (other than by virtue of their relative priorities and rights and obligations hereunder; provided that this parenthetical does not apply to Second Lien Priority Collateral) **provided further that** this automatic modification shall not apply to any Event of Default under the Second Lien Agreement that constitutes a Second Lien Default (or any provision of the Second Lien Agreement listed in and to the extent provided for the definition of "Second Lien Default" to the extent the effect of such modification is equivalent to a waiver of such Second Lien Default) for the purposes of this Agreement (unless, in the case of a First Lien Acceleration Default, any acceleration of the Second Lien Obligations has been rescinded in which case the First Lien Acceleration Default shall also be rescinded automatically), any [Excluded Permitted Definition][6] or any Disposition or investment of Intellectual Property by an Obligor to, or in, any Non-Obligor that would result in the aggregate book value of all such Intellectual Property Disposed of or invested by Obligors to, or in, Non-Obligors during the life of the First Lien Obligations or Second Lien Obligations to exceed US$[7,500,000] (or its equivalent) (which is not otherwise permitted under the Second Lien Documents) (but without prejudice to the exclusive right of the First Lien Creditors to exercise and enforce all privileges and rights with respect to the IP Collateral in their sole discretion as contemplated in Section 4.2(b)).

5.4 Effect of Refinancing.

(a) If the Discharge of First Lien Obligations is being effected through a Refinancing; provided, that (1) the Company gives a notice of such Refinancing to the Second Lien Agent at least five (5) Business Days prior to such Refinancing (except as otherwise provided in Section 7.2) and (2) the credit agreement and the other documents evidencing such new First Lien Obligations (the "**New First Lien Documents**") do not effect an amendment, supplement or other modification of the terms of the First Lien Obligations in a manner that is prohibited by Section 5.1, then (A) such Discharge of First Lien Obligations shall be deemed not to have occurred for all purposes of this Agreement, (B) the indebtedness under such Refinancing and all other obligations under the credit documents evidencing such indebtedness (the "**New First Lien Obligations**") shall be treated as First Lien Obligations for all purposes of this Agreement, (C) the New First Lien Documents shall be treated as the First Lien Documents and (D) the agent under the New First Lien Documents (the "**New First Lien Agent**") shall be deemed to be the First Lien Agent for all purposes of this Agreement. Upon receipt of a notice of Refinancing under the preceding sentence, which notice shall include the identity of the New First Lien Agent, the Second Lien Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as the New First Lien Agent may reasonably request in order to provide to the New First Lien Agent and the holders of the New First Lien Obligations the rights and powers set forth herein; provided, that the failure of the Second Lien Agent to enter into such documents and agreements shall not affect the rights of the party that consummates the Refinancing to rely on and enforce the terms of this Agreement. For the avoidance of doubt, if the then outstanding First Lien Obligations are being Refinanced with New First Lien Obligations, then the outgoing First Lien Creditors (whose First Lien Obligations are being so Refinanced) shall have no obligations whatsoever to ensure that this Section 5.4(a) is complied with and such

[6] Subject to review of Excluded Permitted Definitions

obligations to ensure compliance shall fall on the Company and the New First Lien Agent (for itself and on behalf of the holders of the New First Lien Obligations instead). The Company shall ensure that in the event of any Refinancing or increase of any Term Outstandings, any increase in Term Outstandings under the New First Lien Obligations (relative to the Term Outstandings under the then outstanding First Lien Obligations which is being refinanced, or any incremental increase to the Term Outstandings under the then outstanding First Lien Obligations, and after deducting any fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such Refinancing) shall be applied towards reduction of the Second Lien Obligations.

(b) If the Discharge of Second Lien Obligations is being effected through a Refinancing; provided, that (1) the Second Lien Agent gives a notice of such Refinancing to the First Lien Agent at least five (5) Business Days prior to such Refinancing and (2) the credit agreement and the other documents evidencing such New Second Lien Obligations (the "**New Second Lien Documents**") do not effect an amendment, supplement or other modification of the terms of the Second Lien Obligations in a manner that is prohibited by Section 5.2, then (A) such Discharge of Second Lien Obligations shall be deemed not to have occurred for all purposes of this Agreement, (B) the indebtedness under such Refinancing and all other obligations under the credit documents evidencing such indebtedness (the "**New Second Lien Obligations**") shall be treated as Second Lien Obligations for all purposes of this Agreement, (C) the New Second Lien Documents shall be treated as the Second Lien Documents and (D) the agent under the New Second Lien Documents (the "**New Second Lien Agent**") shall be deemed to be the Second Lien Agent for all purposes of this Agreement. Upon receipt of a notice of Refinancing under the preceding sentence, which notice shall include the identity of the New Second Lien Agent, the First Lien Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as the New Second Lien Agent may reasonably request in order to provide to the New Second Lien Agent the rights and powers set forth herein; provided, that the failure of the First Lien Agent to enter into such documents and agreements shall not affect the rights of the party that consummates the Refinancing to rely on and enforce the terms of this Agreement. In addition, the Second Lien Creditors shall not Refinance any or all of the Second Lien Obligations without the First Lien Agent's prior written consent unless the First Lien Obligations are simultaneously Refinanced in full in which case the obligations of the First Lien Agent hereunder shall be those of the New First Lien Agent (for itself and on behalf of the holders of the New First Lien Obligations instead). For the avoidance of doubt, if the then outstanding Second Lien Obligations are being Refinanced with New Second Lien Obligations, then the outgoing Second Lien Creditors (whose Second Lien Obligations are being so Refinanced) shall have no obligations whatsoever to ensure that this Section 5.4(b) is complied with and such obligations to ensure compliance shall fall on the Company and the New Second Lien Agent (for itself and on behalf of the holders of the New Second Lien Obligations instead).

(c) By their acknowledgement hereto, Obligors agree to cause the agreement, document or instrument pursuant to which any New First Lien Agent or any New Second Lien Agent is appointed to provide that the New First Lien Agent or New Second Lien Agent, as applicable, agrees to be bound by the terms of this Agreement.

Section 6. **Second Lien Creditors' Purchase Option**.

6.1 Purchase Option. If there is (a) an acceleration of the First Lien Obligations in accordance with the First Lien Agreement or the commencement of any Enforcement Action by

the First Lien Agent (or any of the First Lien Creditors) against all or any material portion of the Collateral (other than the Second Lien Priority Collateral) following the occurrence and during the continuance of an Event of Default under the First Lien Documents (other than to exercise dominion over, or to sweep funds held in, any Obligor's deposit or securities account), or (b) the commencement of an Insolvency Proceeding (each a "**Purchase Event**"), then the Second Lien Creditors may, within fifteen (15) Business Days of such Purchase Event, deliver a Purchase Notice (as defined below) to purchase all, but not less than all, of the First Lien Obligations (plus any obligations owing to the First Lien Creditors in respect of any DIP Financing) and unfunded commitments under the First Lien Documents (plus any unfunded commitments under the documents relating to any DIP Financing provided by the First Lien Creditors) that if funded would constitute First Lien Obligations (or obligations under the DIP Financing documents, as applicable) (collectively, the "**Purchase Obligations**") for the Purchase Price. Notwithstanding anything in the First Lien Documents to the contrary, no consent of any Obligor to such purchase shall be required. Such purchase will (1) include all principal of, and all accrued and unpaid interest, fees, costs (including breakage costs, if any) and expenses in respect of, all First Lien Obligations, and all other First Lien Obligations (plus any obligations owing to the First Lien Creditors in respect of any DIP Financing) and unfunded commitments under the First Lien Documents (plus any unfunded commitments under the documents relating to any DIP Financing provided by the First Lien Creditors) that if funded would constitute First Lien Obligations (or obligations under the DIP Financing documents, as applicable), outstanding at the time of purchase, (2) be made pursuant to an Assignment Agreement or a Transfer Certificate, whereby the Second Lien Creditors will assume all funding commitments and Obligations of First Lien Creditors under the First Lien Documents (and under the documents relating to any DIP Financing provided by the First Lien Creditors), and (3) otherwise be subject to the terms and conditions of this Section 6. Each First Lien Creditor will retain all rights to indemnification provided in the relevant First Lien Documents (and under the documents relating to any DIP Financing provided by the First Lien Creditors) for all claims and other amounts relating to facts and circumstances relating to such First Lien Creditor's holdings of the First Lien Obligations (plus any obligations owing to the First Lien Creditors in respect of any DIP Financing) (except to the extent such claims and other amounts were included in the Purchase Price), and such rights shall be secured by the Liens securing the First Lien Obligations (and any obligations owing to the First Lien Creditors in respect of any DIP Financing). No amendment, modification or waiver following any purchase under this Section 6 of any indemnification provisions under the First Lien Documents (and under the documents relating to any DIP Financing provided by the First Lien Creditors) shall be effective as to any First Lien Creditor or any Affiliate or officer, director, employee or other related indemnified person of such First Lien Creditor ("**Indemnified First Lien Person**") without the prior written consent of such Indemnified First Lien Person, and such indemnification provisions shall continue in full force and effect for the benefit of the Indemnified First Lien Persons whether or not any First Lien Documents (or documents relating to any DIP Financing provided by the First Lien Creditors) otherwise remain in effect.

6.2 Purchase Notice.

(a) The Second Lien Creditors desiring to purchase all of the Purchase Obligations (the "**Purchasing Creditors**") will deliver a written notice (the "**Purchase Notice**") to the First Lien Agent in accordance with Section 6.1 above that (1) is signed by the Purchasing Creditors, (2) states that it is a Purchase Notice under this Section 6, (3) states that each Purchasing Creditor is

irrevocably electing to purchase, in accordance with this Section 6, the percentage of all of the Purchase Obligations stated in the Purchase Notice for that Purchasing Creditor, which percentages must aggregate exactly 100% for all Purchasing Creditors, and (4) designates a purchase date (the "**Purchase Date**") on which the purchase will occur, that is at least five (5) but not more than ten (10) Business Days after the First Lien Agent's receipt of the Purchase Notice. A Purchase Notice will be ineffective if it is received by the First Lien Agent after the occurrence giving rise to the Purchase Event is waived, cured or otherwise ceases to exist.

(b) Upon the First Lien Agent's receipt of an effective Purchase Notice conforming to this Section 6.2, the Purchasing Creditors will be irrevocably obligated to purchase, and the First Lien Creditors will, once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the Purchasing Creditors, be irrevocably obligated to sell, the Purchase Obligations in accordance with and subject to this Section 6. If so instructed by the Second Lien Creditors in the Purchase Notice, the First Lien Creditors shall not complete any Enforcement Action (other than (1) the exercise of dominion over any Obligor's deposit or securities accounts, (2) the collection of proceeds of accounts and payment intangibles, and (3) Enforcement Actions taken under Exigent Circumstances), as long as the purchase and sale of the Purchase Obligations provided for in this Section 6 shall have closed within ten (10) Business Days of the Second Lien Creditor's delivery of a Purchase Notice to the First Lien Creditors and the First Lien Creditors shall have received payment in full in cash of the First Lien Obligations as provided for in Section 6.3 within such ten (10) Business Day period.

6.3 Purchase Price. The purchase price ("**Purchase Price**") for the Purchase Obligations will equal the sum in cash of (a) the principal amount of all loans, advances, or similar extensions of credit included in the Purchase Obligations (including unreimbursed amounts drawn on First Lien Letters of Credit, but excluding the undrawn amount of outstanding First Lien Letters of Credit, but excluding the undrawn amount of outstanding First Lien Letters of Credit) and all accrued and unpaid fees, interest thereon through the Purchase Date (including any breakage costs that would be required to be paid to the First Lien Creditors if the Purchase Obligations were prepaid on the Purchase Date), (b) the net aggregate amount then owing to counterparties with respect to Secured Bank Product Obligations, including any amounts owing to the counterparties as a result of the termination (or early termination) of any agreements with respect thereto, (c) all accrued and unpaid fees, expenses, indemnities and other amounts owed to the First Lien Creditors under the First Lien Documents (and under any documents relating to any DIP Financing provided by the First Lien Creditors) on the Purchase Date and (d) amounts according to the good faith estimate of the First Lien Agent of contingent obligations in respect of claims which are known to the First Lien Agent or First Lien Creditors, provided, however, the First Lien Obligations purchased shall not include any rights of First Lien Creditors with respect to indemnification obligations of the Obligors under the First Lien Debt Documents that are expressly stated to survive the termination of the First Lien Debt Documents. On the Purchase Date, (a) the Purchasing Creditors will execute and deliver an Assignment Agreement or Transfer Certificate, (b) the Purchasing Creditors will pay the Purchase Price to First Lien Agent by wire transfer of immediately available funds, (c) the Purchasing Creditors will deposit with First Lien Agent or its designee, by wire transfer of immediately available funds, 105% of the aggregate undrawn amount of all then outstanding First Lien Letters of Credit or deliver back to back letters of credit issued by a bank or similar financial institution acceptable to the First Lien Agent and (d) each of the

Purchasing Creditors will execute and deliver to the First Lien Agent a waiver and release of, and covenant not to sue in respect of, all claims arising out of this Agreement and the transactions contemplated hereby as a result of exercising the purchase option contemplated by this Section 6.

6.4 Actions After Purchase Closing. Promptly after the closing of the purchase of all Purchase Obligations, the First Lien Agent will distribute the Purchase Price to the First Lien Creditors in accordance with the terms of the First Lien Documents. The First Lien Agent will apply cash collateral to reimburse First Lien Letter of Credit issuers for drawings under First Lien Letters of Credit, any customary fees charged by the issuer in connection with such drawings, and facing or similar fees. After giving effect to each such payment, any remaining cash collateral that exceeds 105% of the sum of the aggregate undrawn amount of all then outstanding Letters of Credit and the aggregate facing and similar fees that will accrue thereon through the stated maturity of such Letters of Credit (assuming no drawings thereon before stated maturity) will be returned to the Purchasing Creditors (as their interests appear). When all Letters of Credit have been cancelled with the consent of the beneficiary thereof, expired, or been fully drawn, and after all payments from the account described above have been made, any remaining cash collateral will be returned to the Purchasing Creditors, as their interests appear. If for any reason the cash collateral is less than the amount owing with respect to any First Lien Letter of Credit, then the Purchasing Creditors will, in proportion to their interests determined as of the time of demand for such reimbursement, promptly reimburse the First Lien Agent (who will then pay the applicable First Lien Creditors) the amount of the deficiency.

6.5 No Recourse or Warranties; Defaulting Creditors.

(a) The First Lien Creditors will be entitled to rely on the statements, representations, and warranties in the Purchase Notice without investigation, even if the First Lien Creditors are notified that any such statement, representation, or warranty is not or may not be true.

(b) The purchase and sale of the Purchase Obligations under this Section 6 will be without recourse and without any representation or warranty whatsoever by the First Lien Creditors, except that the First Lien Creditors shall represent and warrant that on the Purchase Date, immediately before giving effect to the purchase, (i) the First Lien Creditors own the Purchase Obligations free and clear of all Liens and (ii) the First Lien Creditors has the right to assign the Purchase Obligations being sold by it and the assignment is duly authorized.

(c) The obligations of the First Lien Creditors to sell their respective Purchase Obligations under this Section 6 are several and not joint and several. If a First Lien Creditor breaches its obligation to sell its Purchase Obligations under this Section 6 (a "**Defaulting Creditor**"), no other First Lien Creditor will be obligated to purchase the Defaulting Creditor's Purchase Obligations for resale to the holders of the Second Lien Obligations. A First Lien Creditor that complies with this Section 6 will not be in default of this Agreement or otherwise be deemed liable for any action or inaction of any Defaulting Creditor, provided, that nothing in this subsection (c) will affect the Purchasing Creditors' obligation to purchase all of the Purchase Obligations.

(d) Each Obligor hereby consents to any assignment effected to one or more Purchasing Creditors pursuant to this Section 6.

Section 7. **Bankruptcy Matters.**

7.1 Bankruptcy. This Agreement shall be applicable both before and after the filing of any petition by or against any Obligor under the Bankruptcy Code or any other Insolvency Proceeding and all converted or succeeding cases in respect thereof. The relative rights of the First Lien Creditors and the Second Lien Creditors in respect of any Collateral or Proceeds thereof, any other Distributions on account of the Obligations, and the priority of the First Lien Obligations and subordination of the Second Lien Obligations in accordance with the terms hereof, in each case shall continue after the commencement of an Insolvency Proceeding on the same basis as prior to the date of such filing. All references in this Agreement to any Obligor will include such Person as a debtor-in-possession and any receiver, trustee or other estate representative for such Person in an Insolvency Proceeding. This Agreement is a "subordination agreement" under section 510(a) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law and shall be enforceable before, during and after the commencement of any Insolvency Proceeding.

7.2 Post-Petition Financing. Until the Discharge of First Lien Obligations, if an Insolvency Proceeding has commenced, no Second Lien Creditor will, directly or indirectly, contest, protest, or object to, or proffer a competing financing, and each Second Lien Creditor will be deemed to have consented to, and hereby consents in advance to, (1) any use of "cash collateral" (as defined in section 363(a) of the Bankruptcy Code), and (2) the Company or any other Obligor obtaining DIP Financing, in each case, if the First Lien Agent consents to such use of "cash collateral" or such DIP Financing"; provided, that (A) in the case of a DIP Financing or use of cash collateral, the Second Lien Agent is not required as a condition to such DIP Financing or use of cash collateral to release its Lien on the Collateral as the same may exist at the time of such DIP Financing and (B) any Second Lien Creditor may seek adequate protection as permitted by Section 7.3. The Second Lien Creditors further agree that: (i) such DIP Financing (and any First Lien Obligations in permanent reduction thereof) may be secured by Liens on all or a part of the assets of the Obligors that shall be superior in priority to the Liens on the assets of the Obligors held by any other Person, and (ii) the Second Lien Creditors consent to, and will, subordinate (and will be deemed hereunder to have subordinated) their Liens (A) to the Liens securing such DIP Financing (and any First Lien Obligations in permanent reduction thereof) (the "**DIP Liens**") on the same terms (but on a basis junior to the Liens of the First Lien Creditors (other than in respect of the Second Lien Priority Collateral)) as the Liens of the First Lien Creditors are subordinated thereto, (B) to any "replacement Liens" or Liens on additional collateral granted to the First Lien Creditors as adequate protection of their interests in the Collateral (the "**Senior Adequate Protection Liens**") and (C) to any customary "carve-out" or other similar administrative priority expense or claim agreed to by the First Lien Agent or the other First Lien Creditors.

7.3 Adequate Protection

(a) No Second Lien Creditor will contest, protest, or object to (1) any request by a First Lien Creditor for "adequate protection" under any Bankruptcy Law, (2) an objection by a First Lien Creditor to a motion, relief, action, or proceeding based on a First Lien Creditor claiming a lack of adequate protection, or (3) any request by the First Lien Agent for relief from any stay or other relief based upon a lack of adequate protection or any other reason.

(b) Notwithstanding the preceding Section 7.2, in an Insolvency Proceeding: (1) except as permitted in this Section 7.3, no Second Lien Creditors may seek or request adequate

protection or relief from the automatic stay imposed by section 362 of the Bankruptcy Code, (2) if a First Lien Creditor is granted Senior Adequate Protection Liens, then the Second Lien Agent may seek or request adequate protection in the form of a Lien on the Collateral subject to the Senior Adequate Protection Liens (the "**Junior Adequate Protection Liens**"), which Junior Adequate Protection Liens will be subordinated to (A) the Liens securing the First Lien Obligations on the same basis as the other Liens securing the Second Lien Obligations are subordinated to the Liens securing First Lien Obligations under this Agreement, (B) to the DIP Liens on the same terms (but on a basis junior to the Liens of the First Lien Creditors (other than in respect of the Second Lien Priority Collateral)) as the Liens of the First Lien Creditors are subordinated thereto (and such subordination will not alter in any manner the terms of this Agreement), and (C) any "carve-out" or other similar administrative priority expense or claim agreed to by the First Lien Agent or the other First Lien Creditors; provided, that any failure of the Second Lien Creditors to obtain such Junior Adequate Protection Liens shall not impair or otherwise affect the agreements, undertakings and consents of the Second Lien Creditors hereunder; and (3) if a First Lien Creditor is granted adequate protection in the form of a claim under section 507(b) of the Bankruptcy Code, then the Second Lien Agent may seek or request adequate protection in the form of a subordinate claim under section 507(b) of the Bankruptcy Code. Any claim by a Second Lien Creditor under section 507(b) of the Bankruptcy Code will be subordinate to any claim of the First Lien Creditors (and the lenders under any DIP Financing) under section 507(b) of the Bankruptcy Code and any payment thereof will be deemed to be Proceed of Collateral, and the Second Lien Creditors hereby waive their rights under section 1129(a)(9) of the Bankruptcy Code and consent and agree that such section 507(b) claims may be paid under a plan of reorganization in any form having a value on the effective date of such plan equal to the allowed amount of such claims. Except as expressly set forth above, the Second Lien Creditors shall not seek or request adequate protection in any Insolvency Proceeding, and the First Lien Creditors may oppose any adequate protection proposed to be made by any Obligor to the Second Lien Creditors. In the event that any Second Lien Creditor actually receives any payment of (or through) adequate protection in any Insolvency Proceeding not expressly permitted hereunder (including any payment in respect of a claim granted under Section 507(b) of the Bankruptcy Code), the same shall be segregated and held in trust and promptly paid over to the First Lien Agent, for the benefit of the First Lien Creditors, in the same form as received, with any necessary endorsements, and each Second Lien Creditor hereby authorizes the First Lien Agent to make any such endorsements as agent for the Second Lien Agent (which authorization, being coupled with an interest, is irrevocable) to be held or applied by the First Lien Agent in accordance with the terms of the First Lien Documents until the Discharge of First Lien Obligations shall have occurred before any of the same may be retained by one or more of the Second Lien Creditors. Each Second Lien Creditor irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority to pay or otherwise deliver all such payments to the First Lien Agent.

7.4 Sale of Collateral; Waivers. Notwithstanding anything to the contrary contained herein, the Second Lien Creditors will not contest, protest, or object, and will be deemed to have consented pursuant to section 363(f) of the Bankruptcy Code, to a Disposition of Collateral (other than in respect of the Second Lien Priority Collateral) (including the right of the First Lien Creditors to credit bid and the retention by the Obligors of professionals in connection with any potential Disposition), or any motion or order in connection with any such Disposition under section 363 of the Bankruptcy Code (or any other provision of the Bankruptcy Code or applicable Bankruptcy Law), if the First Lien Agent consents to such Disposition or such motion or order;

provided, that (a) either (i) pursuant to court order, the Liens of the Second Lien Creditors attach to the net Proceeds of the Disposition with the same priority and validity as the Liens held by the Second Lien Creditors on such Collateral, and the Liens remain subject to the terms of this Agreement, or (ii) the net Proceeds of a Disposition of Collateral received by First Lien Agent in excess of those necessary to achieve the Discharge of First Lien Obligations are distributed in accordance with the UCC and applicable law, and (b) the net cash Proceeds of any Disposition under section 363(b) of the Bankruptcy Code or other provision thereof are applied to the DIP Financing or to the First Lien Obligations in permanent reduction thereof, and (iii) the Second Lien Creditors retain the right to credit bid their claims in connection with any such Disposition so long as such credit bid provides cash for the Discharge of First Lien Obligations and otherwise complies with the terms of this Agreement.

7.5 No Waiver. Subject to Section 7.11, nothing in this Section 7 limits a First Lien Creditor from objecting in an Insolvency Proceeding or otherwise to any action taken by a Second Lien Creditor, including asserting any of its rights and remedies under the Second Lien Documents or otherwise.

7.6 Relief From the Automatic Stay. Until the Discharge of First Lien Obligations, no Second Lien Creditor may seek relief, pursuant to section 362(d) of the Bankruptcy Code or otherwise, from the automatic stay of section 362(a) of the Bankruptcy Code or from any other stay in an Insolvency Proceeding or take any action in derogation thereof, in respect of the Collateral (other than in respect of Second Lien Priority Collateral) without the First Lien Agent's prior written consent.

7.7 Waiver. The Second Lien Agent and the Second Lien Creditors waive (a) any claim they may now or hereafter have arising out of the First Lien Creditors' election in any proceeding instituted under chapter 11 of the Bankruptcy Code of the application of section 1111(b)(2) of the Bankruptcy Code, out of any cash collateral or financing arrangement or out of any grant of security interest in the Collateral in any Insolvency Proceeding, or (b) any claim arising under sections 506(c) or 552 of the Bankruptcy Code as against as First Lien Creditor or any of the Collateral (in each case, other than relating to the Second Lien Priority Collateral).

7.8 Avoidance Issues; Reinstatement. If a First Lien Creditor or a Second Lien Creditor receives payment or property on account of a First Lien Obligation or Second Lien Obligation, and the payment is subsequently invalidated, avoided, declared to be fraudulent or preferential, set aside, or otherwise required to be transferred to a trustee, receiver, or an Obligor (or, in the case of a First Lien Obligation, an Excluded Obligor) or an the estate of an Obligor (or, in the case of a First Lien Obligation, an Excluded Obligor) (a "**Recovery**"), then, to the extent of the Recovery, the First Lien Obligations or Second Lien Obligations intended to have been satisfied by the payment will be reinstated as First Lien Obligations or Second Lien Obligations, as applicable, on the date of the Recovery, and no Discharge of First Lien Obligations or Discharge of Second Lien Obligations, as applicable, will be deemed to have occurred for all purposes hereunder. If this Agreement is terminated prior to a Recovery, this Agreement will be reinstated in full force and effect, and such prior termination will not diminish, release, discharge, impair, or otherwise affect the obligations of the Parties from the date of reinstatement. Upon any such reinstatement of First Lien Obligations, each Second Lien Creditor will deliver to First Lien Agent any Collateral (other than any Second Lien Priority Collateral) or Proceeds thereof received between the date of Discharge of First Lien Obligations and the Recovery. No Second Lien Creditor may benefit from

a Recovery, and any distribution made to a Second Lien Creditor as a result of a Recovery will be paid over to the First Lien Agent for application to the First Lien Obligations in accordance with this Agreement. No First Lien Creditor may benefit from a Recovery, and any distribution made to a First Lien Creditor as a result of a Recovery will be paid over to the Second Lien Agent for application to the Second Lien Obligations in accordance with this Agreement.

7.9 Certain Voting Rights. No Second Lien Creditor shall, without the prior written consent of the First Lien Agent, directly or indirectly propose, support or vote in favor of any a plan of reorganization or arrangement or similar dispositive restructuring plan in connection with an Insolvency Proceeding that provides for treatment of the First Lien Creditors, the First Lien Obligations, the Second Lien Creditor or the Second Lien Obligations in a manner, or that is otherwise, inconsistent with this Agreement (including, without limitation, any such plan that does not provide for the Discharge of First Lien Obligations).

7.10 Reorganization Securities. If, in any Insolvency Proceeding, debt or equity obligations of the reorganized debtor are distributed pursuant to a plan of reorganization, arrangement, compromise or liquidation or similar dispositive restructuring plan, both on account of First Lien Obligations and on account of Second Lien Obligations, then such debt or equity obligations will be paid over or otherwise transferred to the First Lien Agent for application in accordance with this Agreement, unless such distribution is made under a plan that is consented to by the affirmative vote of all classes of the First Lien Creditors (and such classes do not include the claims of any creditors other than First Lien Creditors), and, in the case of such consented plan, the provisions of this Agreement will survive the distribution of such debt or equity obligations pursuant to such plan and will apply with like effect to such debt or equity obligations.

7.11 Post-Petition Interest. Neither the Second Lien Agent nor any other Second Lien Creditor shall oppose or seek to challenge any claim by the First Lien Agent or any other First Lien Creditor for allowance in any Insolvency Proceeding of First Lien Obligations consisting of post-petition interest, fees or expenses.

7.12 Separate Grants of Security and Separate Classification. Each Second Lien Creditor acknowledges and agrees that (a) the grants of Liens pursuant to the First Lien Documents and the Second Lien Documents constitute two separate and distinct grants of Liens and (b) because of their differing rights in the Collateral and rights of repayment, the Second Lien Obligations are fundamentally different from the First Lien Obligations and must be separately classified in any plan of reorganization proposed or adopted in an Insolvency Proceeding. The Second Lien Creditors shall not seek in any Insolvency Proceeding to be treated as part of the same class of creditors as the First Lien Creditors and shall not oppose any pleading or motion by the First Lien Creditors for the First Lien Creditors and the Second Lien Creditors to be treated as separate classes of creditors. Notwithstanding the foregoing, if it is held that the First Lien Obligations and the Second Lien Obligation constitute only one secured claim (rather than separate classes of senior and junior secured claims) or any post-petition interest, fees, costs or charges of the First Lien Creditors are not allowed or allowable in any Insolvency Proceeding, then the Second Lien Creditors hereby acknowledge and agree that all distributions shall be made as if there were separate classes of senior and junior secured claims against the Obligors, with the effect being that the First Lien Creditors shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest and other claims, all amounts owing in respect of post-petition interest, and fees, costs and charges incurred subsequent to the commencement of the

applicable Insolvency Proceeding (other than in respect of the Second Lien Priority Collateral) before any distribution is made in respect of any of the claims held by the Second Lien Creditors. The Second Lien Creditors hereby agree to turn over to the First Lien Creditors amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of the preceding sentence, even if such turnover has the effect of reducing the claim or recovery of the Second Lien Creditors.

7.13 Rights as Unsecured Creditors. In any Insolvency Proceeding, the Second Lien Creditors may (subject to Sections 2 and 4.1) take any action, file any pleading, appear in any proceeding and exercise any rights and remedies that could be exercised by an unsecured creditor in accordance with applicable law, in each case in a manner not in violation of or otherwise inconsistent with the terms of this Agreement. In the event the Second Lien Agent becomes a judgment lien creditor in respect of any Collateral (other than Second Lien Priority Collateral) as a result of its enforcement of its rights as an unsecured creditor in respect of Second Lien Obligations, such judgment lien shall be subordinated to the Liens securing First Lien Obligations and any DIP Financing (provided by any First Lien Creditors and all obligations relating thereto) on the same basis as the other Liens securing the Second Lien Obligations are so subordinated to such Liens securing First Lien Obligations under this Agreement. Nothing in this Agreement shall impair or otherwise adversely affect any rights or remedies the First Lien Agent or the other First Lien Creditors may have with respect to the Collateral.

Section 8. **Representations and Warranties**

8.1 Representations and Warranties of Each Party. Each Party represents and warrants to the other Parties as follows:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder.

(b) This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(c) The execution, delivery and performance by such Party of this Agreement (i) do not require any consent or approval of, registration or filing with or any other action by any Governmental Authority and (ii) will not violate any provision of law, statute, rule or regulation, or of the certificate or articles of incorporation or other constitutive documents or by-laws of such party or any order of any Governmental Authority or any provision of any material indenture, material agreement or other material instrument binding upon such Party.

8.2 Representations and Warranties of First Lien Agent and Second Lien Agent. Each of the First Lien Agent and the Second Lien Agent represents and warrants to the other Parties that it has been authorized by the Lenders under and as defined in the First Lien Agreement or the [Lenders] under and as defined in the Second Lien Agreement, as applicable, to enter into this Agreement.

Section 9. **Miscellaneous.**

9.1 Termination. This Agreement shall terminate and be of no further force and effect upon the first to occur of (a) the Discharge of First Lien Obligations or (b) the Discharge of Second Lien Obligations, in each case subject to Section 5.4 and Section 7.8.

9.2 Successors and Assigns; No Third Party Beneficiaries.

(a) This Agreement shall be binding upon each Secured Creditor and its respective successors, transferees and assigns and shall inure to the benefit of each Secured Creditor and its respective successors, transferees and assigns. However, no provision of this Agreement shall inure to the benefit of any other Person, including a trustee, debtor-in-possession, creditor trust or other representative of an estate or creditor of the Company, or any other Obligor, including where such estate or creditor representative is the beneficiary of a Lien on Collateral by virtue of the avoidance of such Lien in an Insolvency Proceeding, except as set forth in Section 9.8 and Section 9.17. If either the First Lien Agent or Second Lien Agent resigns or is replaced pursuant to the First Lien Agreement or Second Lien Agreement, as applicable, its successor will be a party to this Agreement with all the rights, and subject to all the obligations, of this Agreement. Notwithstanding any other provision of this Agreement, this Agreement may not be assigned to any Person except as expressly contemplated herein.

(b) Each Secured Creditor reserves the right to grant participations in, or otherwise sell, assign, transfer or negotiate all or any part of, or any interest in, their respective Obligations. No Secured Creditor shall be obligated to give any notices to or otherwise in any manner deal directly with any participant in the Obligations and no participant shall be entitled to any rights or benefits under this Agreement, except through the Secured Creditor with which it is a participant.

(c) In connection with any transfer or assignment, a Secured Creditor shall disclose to such transferee or assignee the existence and terms and conditions of this Agreement and require that such transferee or assignee agree in writing to be bound by the terms of this Agreement. The Second Lien Agent agrees that the Second Lien Agreement and each Second Lien Collateral Document will include the following legend (or language to a similar effect approved by the First Lien Agent):

> "Notwithstanding anything herein to the contrary, the claims and rights of the Second Lien Creditors and the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement or any [Collateral Document], and the exercise of any right or remedy by the Second Lien Agent hereunder or thereunder are subject to the provisions of that certain Intercreditor and Subordination Agreement dated as of [●], 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor and Subordination Agreement**"), between [●], as the First Lien Agent and [●], as the Second Lien Agent, and acknowledged by the Obligors. In the event of any conflict between the terms of the Intercreditor and Subordination Agreement and this Agreement or any [Collateral Document], the terms of the Intercreditor and Subordination Agreement shall control."

9.3 Notices. All notices and other communications provided for hereunder shall be in writing and shall be mailed, sent by overnight courier, e-mailed, telecopied or delivered, as follows:

(a) if to the First Lien Agent, to it at the following address:

Bank of China Limited, Macau Branch
[*address*]
Attn: [●]
E-mail: [●]
Facsimile: [●]

(b) if to the Second Lien Agent, to it at the following address:

GLAS Trust Company LLC
3 Second Street, Suite 206
Jersey City, New Jersey 07311
Attn: Administrator for GNC
E-mail: clientservices.americas@glas.agency
Facsimile: 212-202-6246

or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 9.3. All such notices and other communications shall be effective (1) if sent by mail when received, (2) if sent by e-mail, when transmitted; provided, that the same is on a Business Day and, if not, on the next Business Day, (3) if sent by facsimile, when transmitted and a confirmation is received; provided, that the same is on a Business Day and, if not, on the next Business Day, or (4) if delivered by messenger or overnight courier, upon delivery; provided, that the same is on a Business Day and, if not, on the next Business Day.

9.4 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9.5 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

9.6 CONSENT TO JURISDICTION AND VENUE. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE FIRST LIEN AGENT ON BEHALF OF THE FIRST LIEN CREDITORS AND THE SECOND LIEN AGENT ON BEHALF OF THE

SECOND LIEN CREDITORS HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTIONS.

9.7 MUTUAL WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN OR RELATED HERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AS APPLICABLE, BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.7.

9.8 Amendments. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Person from the terms hereof, shall in any event be effective unless it is in writing and signed by the Second Lien Agent, with the consent of the Second Lien Creditors required under the Second Lien Agreement and the First Lien Agent, with the consent of the First Lien Creditors required under the First Lien Agreement, and no consent of any Obligor shall be required in connection therewith; provided, however, that if any amendment or waiver of any provision of this Agreement, or any departure by any Person from the terms hereof, would materially and adversely affect any of the Obligors, the prior written consent of the Obligors shall be required for any such amendment, waiver or departure to be effective (such consent not to be unreasonably withheld or delayed); provided, further, that additional Obligors may be added as parties hereto in accordance with the provisions of Section 9.18.

9.9 No Waiver. No failure or delay on the part of any Secured Creditor in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

9.10 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

9.11 Further Assurances. Each party hereto agrees to cooperate fully with each other party hereto to effectuate the intent and provisions of this Agreement and, from time to time, to take such further action and to execute and deliver such additional documents and instruments (in recordable form, if requested) as the First Lien Agent or Second Lien Agent may reasonably request to effectuate the terms of and the Lien priorities contemplated by this Agreement.

9.12 Headings. The section headings contained in this Agreement are and shall be without meaning or content whatsoever and are not part of this Agreement.

9.13 Credit Analysis. The Secured Creditors shall each be responsible for keeping themselves informed of (a) the financial condition of the Obligors and all other endorsers, obligors or guarantors of the Obligations and (b) all other circumstances bearing upon the risk of nonpayment of the Obligations, and have made and shall continue to make, independently and without reliance upon each other, their own credit analysis and decision in entering into the First Lien Documents and Second Lien Documents to which they are parties and taking or not taking any action thereunder. No Secured Creditor shall have any duty to advise any other Secured Creditor of information known to it regarding such condition or any such other circumstances, and no disclosure of any such information shall create any obligation to provide any further information or be deemed to constitute or require any representation or warranty from the disclosing Secured Party regarding that or any other information. No Secured Creditor assumes any liability to any other Secured Creditor or to any other Person with respect to: (i) the financial or other condition of Obligors and all other endorsers, obligors or guarantors of the Obligations, (ii) the enforceability, validity, value or collectability of the Obligations, any Collateral therefor or any guarantee or security which may have been granted in connection with any of the Obligations, (iii) any Obligor's title or right to transfer any Collateral or security or (iv) any other circumstance that might bear on the risk of nonpayment of any Obligations.

9.14 Waiver of Claims. To the maximum extent permitted by law, each party hereto waives any claim it might have against any Secured Creditor with respect to, or arising out of, any action or failure to act or any error of judgment or negligence, mistake or oversight whatsoever on the part of any other party hereto or their respective directors, officers, employees or agents with respect to any exercise of rights or remedies under the Documents or any transaction relating to the Collateral in accordance with this Agreement. None of the Secured Creditors, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or, except as specifically provided in this Agreement, shall be under any obligation to Dispose of any Collateral upon the request of any Obligor or any Secured Creditor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof.

9.15 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of the Documents, the provisions of this Agreement shall govern.

9.16 Specific Performance. Each of the First Lien Agent and the Second Lien Agent may demand specific performance of this Agreement and, on behalf of itself and the respective other Secured Creditors, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action which may be brought by the respective Secured Creditors. The rights and remedies provided in this Agreement will be cumulative and not exclusive of other rights or remedies provided by law.

9.17 Provisions to Define Relative Rights. The provisions of this Agreement are and are intended for the purpose of defining the relative rights of the Secured Creditors. None of the Obligors or any other creditor thereof shall have any rights hereunder, except as set forth in this Section 9.17 and Section 9.8. Nothing in this Agreement is intended to or shall impair the

obligations of Obligors, which are absolute and unconditional, to pay the First Lien Obligations and the Second Lien Obligations as and when the same shall become due and payable in accordance with their respective terms (except where the Second Lien Creditors accelerate the Second Lien Obligations when they are not entitled to take any Enforcement Action under this Agreement, in which case any such acceleration shall be null and void and deemed not to have occurred) or to affect the relative rights of the lenders of any Obligor, other than the relative rights between the First Lien Agent and the First Lien Creditors, on the one hand, and the Second Lien Agent and the Second Lien Creditors, on the other hand.

9.18 Additional Obligors. The Company will cause each Person that is a subsidiary of a Company liable on or in respect of the First Lien Obligations or Second Lien Obligations as guarantor or that has granted or purported to grant a Lien on any assets as Collateral to secure the First Lien Obligations or Second Lien Obligations, to become a party to this Agreement for all purposes of this Agreement, by causing such Person to execute and deliver to each of the First Lien Agent, on behalf of itself and the other First Lien Creditors, and the Second Lien Agent, on behalf of itself and the other Second Lien Creditors the Intercreditor Agreement Joinder, whereupon such Person will be bound by the terms hereof to the same extent as if it had executed and delivered this Agreement as of the date hereof. The Company shall, promptly after the execution and delivery thereof, provide each of the First Lien Agent and the Second Lien Agent with a copy of each Intercreditor Agreement Joinder executed and delivered pursuant to this Section 9.18.

9.19 Subrogation. If a Second Lien Creditor pays or distributes cash, property, or other assets to a First Lien Creditor under this Agreement, the Second Lien Creditor will be subrogated to the rights of the First Lien Creditor with respect to the value of the payment or distribution; provided, that the Second Lien Creditor waives its right to enforce all rights of subrogation arising hereunder or otherwise in respect of any such payment or distribution until the Discharge of First Lien Obligations. Such payment or distribution will not reduce the Second Lien Obligations.

9.20 Entire Agreement. This Agreement and the Documents embody the entire agreement of the Obligors, the First Lien Agent, the First Lien Creditors, the Second Lien Agent and the Second Lien Creditors with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings relating to the subject matter hereof and thereof and any draft agreements, negotiations or discussions involving any Obligor and any of the First Lien Agent, the First Lien Creditors, the Second Lien Agent and the Second Lien Creditors relating to the subject matter hereof.

9.21 Survival. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency Proceeding.

9.22 First Lien Agent. All of the rights, powers, immunities and indemnities granted to the First Lien Agents in the First Lien Documents shall be applicable hereto as if set forth herein.

9.23 Second Lien Agent. All of the rights, powers, immunities and indemnities granted to the Second Lien Agents in the Second Lien Documents shall be applicable hereto as if set forth herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST LIEN AGENT:

BANK OF CHINA LIMITED, MACAU BRANCH, as First Lien Agent

By: ______________________________
Name:
Title:

SECOND LIEN AGENT:

GLAS TRUST COMPANY LLC, as Second Lien Agent

By: ______________________________
Name:
Title:

Each of the undersigned hereby acknowledges and agrees to the foregoing terms and provisions.

PARENT:

[ZT BIOPHARMACEUTICAL LLC]

By: ______________________________
Name:
Title:

COMPANY:

[GNC HOLDINGS, LLC]

By: ______________________________
Name:
Title:

OTHER OBLIGORS:[7]

[●]

By: ______________________________
Name:
Title:

[7] NTD: To be duplicated as necessary.

EXHIBIT A
to Intercreditor Agreement

FORM OF
INTERCREDITOR AGREEMENT JOINDER

Reference is made to the Intercreditor and Subordination Agreement, dated as of [ ], 2020 (as amended, restated, supplemented, modified, replaced, renewed, extended or refinanced from time to time, the "**Intercreditor Agreement**"), by and between Bank of China Limited, Macau Branch, in its capacity as agent of the other Finance Parties and as security agent and trustee for the Secured Parties (each as defined in the First Lien Agreement), including, in each case, its successors, permitted transferees and permitted assigns from time to time (the "**First Lien Agent**"), and GLAS Trust Company LLC, in its capacity as administrative agent and as collateral agent for the holders of the Second Lien Obligations, including, in each case, its successors, permitted transferees and permitted assigns from time to time (the "**Second Lien Agent**") and acknowledged and agreed to by [ZT BIOPHARMACEUTICAL LLC], a Delaware limited liability company (the "**Parent**"), [GNC HOLDINGS, LLC], a Delaware limited liability company (the "**Company**"), [and the subsidiaries of the Company] identified on the signature pages thereof. Capitalized terms used but not defined herein have the meanings assigned to them in the Intercreditor Agreement.

This Intercreditor Joinder Agreement, dated as of [_____] (this "**Joinder Agreement**"), is being delivered pursuant to requirements of the Intercreditor Agreement.

1. Joinder. The undersigned, [●], a [●], hereby agrees to become party to the Intercreditor Agreement as an Obligor thereunder for all purposes thereof on the terms set forth therein, and to be bound by the terms, conditions and provisions of the Intercreditor Agreement as fully as if the undersigned had executed and delivered the Intercreditor Agreement as an Obligor as of the date thereof.

2. Agreements. The undersigned Obligor hereby agrees, for the enforceable benefit of all existing and future First Lien Creditors and all existing and future Second Lien Creditors that the undersigned is bound by the terms, conditions and provisions of the Intercreditor Agreement to the extent set forth therein.

3. Notice Information. The address of the undersigned Obligor for purposes of all notices and other communications hereunder and under the Intercreditor Agreement is [•], Attention of [•] (Facsimile No. [•], electronic mail address: [•]).

4. Counterparts. This Joinder Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract. Delivery of an executed signature page to this Joinder Agreement by facsimile transmission or by email as a ".pdf" or ".tif" attachment shall be as effective as delivery of a manually signed counterpart of this Joinder Agreement.

5. Governing Law. THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Finance Document. This Joinder Agreement shall constitute a Finance Document under and as defined in the First Lien Agreement, a Loan Document under and as defined in the Second Lien Agreement and a First Lien Document and a Second Lien Document in each case as defined in the Intercreditor Agreement.

7. Miscellaneous. The provisions of Section 9 of the Intercreditor Agreement will apply with like effect to this Joinder Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed by its authorized representative, and each of the First Lien Agent and the Second Lien Agent has caused the same to be accepted by its authorized representative, as of the day and year first above written.

[NAME OF OBLIGOR], as an Obligor

By:____

Name:

Title:

Schedule "B"

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1017**

THIRTEENTH (13TH) OMNIBUS ORDER (A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE AS OF AUGUST 31, 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 August 31, 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, 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*

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[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: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and 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. 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 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

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[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.

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: September 15th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27035162.1

Schedule 1

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
1.	3923	SITE Centers Corp. 3300 Enterprise Parkway Beachwood, OH 44122	General Nutrition Corporation	Hickory Flat Village 6175 Hickory Flat Highway Canton, GA
2.	3925	Publix Super Markets, Inc. 3300 Publix Corporate Parkway Lakeland, FL 33811	General Nutrition Corporation	Northeast Plaza 210 37th Avenue N Saint Petersburg, FL
3.	3953	Namdar Realty Group 150 Great Neck Road, Suite 304 Great Neck, NY 11021	General Nutrition Corporation	Geist Crossing 9805 Fall Creek Road Indianapolis, IN
4.	3989	MMI Realty Services 1288 Ala Moana Blvd., Suite 208 Honolulu, HI 96814	General Nutrition Corporation	Moanalua Shopping Center 930 Valkenburgh St Honolulu, HI
5.	4016	Bank of Nova Scotia c/o CB Richard Ellis General Partner CB Richard Ellis 401 King St West Management Office Toronto, ON M5H 3Y2	General Nutrition Centres Company	Scotia Plaza 40 King St West Box 108 Toronto, ON
6.	4037	KS Eglinton Square Inc C/O Bentall Kennedy Canada LP 65 Port Street East. Unit 110 Mississauga, ON L5G 4V3	General Nutrition Centres Company	Eglinton Square Shopping Center 1431-1437 Victoria Park A Toronto, ON
7.	4054	Kildonana Place Shopping Center, Ltd C/O Primaris Management Inc 26 Wellington St East, Suite 400 Toronto, ON M5E 1S2	General Nutrition Centres Company	Kildonan Place 1555 Regent Ave West Winnipeg, MB
8.	4084	Narland Properties (Haney) Ltd 555 Burrand St Suite 505 Vancouver, BC V6B 4M9	General Nutrition Centres Company	Haney Place Mall 149-11900 Haney Pl Maple Ridge, BC

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
9.	4124	Carrefour Richelieu Real Ties, Ltd. 600 De Maisonneuve Blvd Suite 2600 Montreal, Quebec H3A312	General Nutrition Centres Company	Carrefour Angrignon 7077 Newman Boulevard Lasalle, PQ
10.	4131	Toulon Development Corporation 4060 St Catherine Street West Suite 700 Montreal, Quebec H3Z 2Z3	General Nutrition Centres Company	Yarmouth Mall 76 Starrs Road Yarmouth, NS
11.	4179	Quebec Inc and Montez L'outaouais C/O Oxford Property Group Royal Bank Plaza North Tower Gatineau, QC M5J 2J2	General Nutrition Centres Company	Les Promenades Gatineau 1000 Blvd Maloney Quest Gatineau, PQ
12.	4280	BCIMC Realty C/O Bentall Kennedy (Canada) LP, Suite 1800 Four Bental Centre 1055 Dunsmir St Vancouver, BC V7XB1	General Nutrition Centres Company	Capilano Mall 935 Marine Dr N. Vancouver, BC
13.	5053	Rupp LLC c/o Philips International 295 Madison Avenue 2nd Floor New York, NY 10017	General Nutrition Corporation	Philips Plaza 675 Sunrise Highway Lynbrook, NY
14.	5085	Irvine Company Retail Properties 110 Innovation Drive Irvine, CA 92617	General Nutrition Corporation	Westcliff Plaza 1036 Irvine Ave Newport Beach, CA
15.	5124	PR Palmer Park Mall LP Attn: Jonathan Sporel 123 Palmer Park Mall Easton, PA 18045	General Nutrition Corporation	Palmer Park Mall 103 Palmer Park Mall Easton, PA
16.	5130	Simon Property Group 225 West Washington Street Indianapolis, IN 46204	General Nutrition Corporation	Gurnee Mills 6170 W Grand Avenue Gurnee, IL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
17.	5150	DDR Cayey LLC, S.E. SITE Centers Corp. 3300 Enterprise Parkway Beachwood, OH 44122	General Nutrition Corporation	Plaza Cayey Pr 1 Km 55.2 Cayey, PR
18.	5157	FW NJ-Plaza Square, LLC One Independent Drive Suite 114 Jacksonville, FL 32202-2019	General Nutrition Corporation	Plaza Square 667 Hamburg Turnpike Wayne, NJ
19.	5160	West Volusia Investors, LLC c/o Victory Real Estate Investments 240 Brookstone Centre Parkway Columbus, GA 31904	General Nutrition Corporation	West Volusia Regional Shopping Center 2707 South Woodland Deland, FL
20.	5219	Glazer Properties 270 Commerce Drive Rochester, NY 14623-3506	General Nutrition Corporation	San Felipe Plaza 1735 South Voss Houston, TX
21.	5257	Fiesta Trails Limited Partnership Weingarten Realty Investors 2600 Citadel Plaza Dr, Suite 125 Houston, TX 77008	General Nutrition Corporation	Fiesta Trails Plaza 5238 Dezavala Road San Antonio, TX
22.	5273	Heidenberg Properties 234 Closter Dock Road Closter, NJ 07624	General Nutrition Corporation	Hershey Square Shopping Center 1138 Mae Street Hummelstown, PA
23.	5296	Washington Real Estate Investment Trust Attn: Asset Manager- Retail 1775 Eye Street NW, Suite 1000 Washington, DC 20006	General Nutrition Corporation	Bradlee Center 3690 North King Street Alexandria, VA
24.	5307	First National Realty Partners c/o First City Company 401 Liberty Avenue 3 Gateway Center Suite 200 Pittsburgh, PA 15222	General Nutrition Corporation	Penn Hills Center 28 Federal Drive Penn Hills, PA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
25.	5351	CBRE Group, Inc. 400 S. Hope Street 25th Floor Los Angeles, CA 90071	General Nutrition Corporation	New Hope City Center 4237 Winnetka Ave New Hope, MN
26.	5387	PSM Dunlawton Square LLC C/O Publix Super Markets Inc PO Box 32010 Lakeland, FL 33802-0407	General Nutrition Corporation	Dunlawton Square 3859 South Nova Road Port Orange, FL
27.	5431	MCD-RC CA-EL CERRITO, LLC c/o Regency Centers Corporation One Independent Drive, Suite 114 Jacksonville, FL 32202-5019 Attn: Legal Department	General Nutrition Corporation	El Cerrito Plaza 230 El Cerrito Plaza El Cerrito, CA
28.	5447	Kimco Realty Corporation KIR Key Largo 022, LLC 500 North Broadway, Suite 201 P.O. Box 9010 Jericho, NY 11753	General Nutrition Corporation	Tradewinds Shopping Center 101457 US 1 Key Largo, FL
29.	5463	B33 Burbank Crossing LLC 4001 S. Decatur Blvd. Suite 6 Seattle, NV 98103	General Nutrition Corporation	Burbank Crossing 7929 S Harlem Avenue Burbank, IL
30.	5482	Stiles Property Management 3301 Bonita Beach Road Suite 312 Bonita Springs, FL 34134	General Nutrition Corporation	Coralwood Mall 2301 Del Prado Blvd H-6 Cape Coral, FL
31.	5511	Colgate Investments, LLC c/o MacKenzie Retail, LLC 2328 W. Joppa Road, Suite 200 Lutherville Timonium, MD 21093	General Nutrition Corporation	Beards Hill Plaza 971 Beards Hill Road Aberdeen, MD

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
32.	5537	Kellams Enterprises, Inc. 117 Main Street PO Box 57 Oolitic, IN 47451	General Nutrition Corporation	Northwood Plaza 1966 Northwood Plaza Franklin, IN
33.	5547	Saul Centers, Inc. Saul Holdings LP 7501 Wisconsin Avenue, Suite 1500E Bethesda, MD 20814	General Nutrition Corporation	Kentlands Square 251 Kentlands Boulevard Gaithersburg, MD
34.	5548	Brookfield Property Partners L.P. Attn: Julia Minnick 350 N Orleans St. Suite 300 Chicago, IL 60654	General Nutrition Corporation	Birchwood Mall 4350 24th Avenue Fort Gratiot, MI
35.	5567	Malta Associates LLC 20 Corporate Woods Blvd Albany, NY 12211	General Nutrition Corporation	Shops At Malta 15 Kendall Way Malta, NY
36.	5573	Century Development Company 10689 N. Pennsylvania Street Suite 100 Indianapolis, IN 46280	General Nutrition Corporation	College Park Shopping Center 3455 West 86th Street Indianapolis, IN
37.	5585	Taubman Company LLC 200 E. Long Lake Rd Suite 3000 Bloomfield Hills, MI 48303-0200	General Nutrition Corporation	Battleground Plaza 3724-H Battleground Ave Greensboro, NC
38.	5603	2028 Properties, LLC 2503-B Hurstbourne Parkway Louisville, KY 40220	General Nutrition Corporation	Kroger Center 2028 S. Highway 53 Lagrange, KY
39.	5608	Scottsdale Grayhawk Center LLC 1509 E Chicago Rd Sturgis, MI 49091	General Nutrition Corporation	Tower Plaza 1386 S Centerville Rd Sturgis, MI

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
40.	5720	Crossman and Company 3333 S. Orange Avenue Suite 201 Orlando, FL 32806	General Nutrition Corporation	Cornerstone @ Lake Heart 10524 Moss Park Rd Orlando, FL
41.	5727	Phillips Edison and Company 11501 Northlake Drive Cincinnati, OH 45249	General Nutrition Corporation	Winter Springs Town Center 1188 Cliff Rose Dr Winter Springs, FL
42.	5820	SBC Global Clayton Station Shopping Center LLC C/O Anderson & Associates PO Box 1695 Folsom, CA 95763	General Nutrition Corporation	Clayton Station 5435H Clayton Road Clayton, CA
43.	5855	C&S Commercial Properties 4201 Roosevelt Way NE Seattle, WA 98105	General Nutrition Corporation	Yakima 40th Ave Shopping Center 1300 N. 40th Ave. Yakima, WA
44.	5885	Northern Pines, LLC 806 Yellow Brick Road Chaska, MN 55318	General Nutrition Corporation	Pokegama Road 2046 S Pokegama Ave Grand Rapids, MN
45.	5919	Publix Super Markets Inc. 3300 Publix Corporate Parkway Lakeland, FL 33811	General Nutrition Corporation	Lakewood Ranch Town Center 8338 Market Street Bradenton, FL
46.	5920	EB Arrow 5910 North Central Expressway, Suite 1600 Dallas, TX 75206	General Nutrition Corporation	Paseo Colorado 300 E. Colorado Blvd Pasadena, CA
47.	6037	Whispering Woods Plaza, LLC 27600 Northwestern Highway Suite 200 Southfield, MI 48034	General Nutrition Corporation	Whispering Woods Plaza 20773 Gibraltar Brownstown, MI
48.	6059	Chase Properties 3800-B Springhurst Blvd Louisville, KY 40241	General Nutrition Corporation	Poplar Creek Plaza 305 Leonardwood Dr Frankfort, KY

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
49.	6125	WSS-2 LaMarque Crossing, LLC c/o Weitzman 1800 Bering Drive, Suite 550 Houston, TX 77057	General Nutrition Corporation	La Marque Crossing 6608 Gulf Freeway La Marque, TX
50.	6165	Phillips Edison and Company 11501 Northlake Drive Cincinnati, OH 45249	General Nutrition Corporation	Montville Commons 2020 Norwich-New London T Montville, CT
51.	6173	Colliers International Lexington Station 1140 Bay Street, Suite 4000 Toronto, ON M5S 2B4	General Nutrition Corporation	Lexington Station 3833 Lexington Avenue Arden Hills, MN
52.	6216	Meadowview Property LLC c/o Carnegie Companies, Inc. 6190 Cochran Rd, Suite A Solon, OH 44139	General Nutrition Corporation	Meadowview Square 2500 State Route 59 Suite # 8 Kent, OH
53.	6237	Blaine Associates, LLC 40 Skokie Blvd Suite 610 Northbrook, IL 60062	General Nutrition Corporation	The Village In Blaine 4335 Pheasant Ridge Dr Blaine, MN
54.	6292	Georgesville Station, LLC Phillips Edison and Company 11501 Northlake Drive Cincinnati, OH 45249	General Nutrition Corporation	Georgesville Square 1617 Georgesville Square Columbus, OH
55.	6354	Phillips Edison and Company 11501 Northlake Drive Cincinnati, OH 45249	General Nutrition Corporation	Cocoa Commons 2301 State Highway #524 Cocoa, FL
56.	6363	Capital Augusta Properties, LLC c/o WS Asset Management, Inc 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467	General Nutrition Corporation	Merry Meeting Place 147 Bath Road Brunswick, ME

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
57.	6512	Village Commons-Phase I, LLC 610 E. Morehead Street Suite 100 Charlotte, NC 28202	General Nutrition Corporation	Village Commons At Wesley 5922 Weddington Monroe Rd Wesley Chapel, NC
58.	6524	MAS Management, LLC 7025 E McDowell Rd Suite 1A Scottsdale, AZ 85257	General Nutrition Corporation	North Mountain Village 3431 W Thunderbird Rd Phoenix, AZ
59.	6657	Pasbjerg Development Co The UPS Store 297 Route 72 West Manahawkin, NJ 08050	General Nutrition Corporation	Stafford Square Shopping Center 297 Route 72 W Manahawkin, NJ
60.	6661	Colonies - Pacific PA 17 102 NE 2nd St PMB 141 Boca Raton, FL 33432	General Nutrition Corporation	Castle Rock Square 1163 East Main Street Price, UT
61.	6696	First Sentry Properties 5 East Long Street Columbus, OH 43215	General Nutrition Corporation	Town & Country Shopping Center 494 C.W. Plaza Drive Columbia City, IN
62.	6761	Rock Creek Corporate Center Orlando Operations Center P.O. Box 628291 Orlando, FL 32862-9925	General Nutrition Corporation	Elizabethtown Shopping Center 1575 South Market Street Elizabethtown, PA
63.	6773	Shiner Group 3819 Maple Avenue Dallas, TX 75219	General Nutrition Corporation	Target Center 955 Rockland Rd Lake Bluff, IL
64.	6782	GRI Foxchase, LLC. c/o Washington Real Estate PO Box 79555 Baltimore, MD 21279-0555	General Nutrition Corporation	Shoppes @ Foxchase 4651 Duke St Alexandria, VA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
65.	6783	Regency Summersville LLC Regency Centers Corporation 380 N. Cross Pointe Blvd Evansville, IN 47715	General Nutrition Corporation	Merchants Walk Shopping Center 215 Merchant's Walk S.C. Summersville, WV
66.	6806	BR Properties, LLC Attn: Gaylon D. Vogt & Terry D. Vogt HB&B Company 320 N. Washington Weatherford, OK 73096	General Nutrition Corporation	Weatherford Shopping Center 310 North Washington Weatherford, OK
67.	6812	Oswego Development, LLC 215 West Church Rd Suite 107 King Of Prussia, PA 19406	General Nutrition Corporation	Oswego Plaza 140 State Route 104 Oswego, NY
68.	7038	Taubman Company 200 E. Long Lake Rd. Suite 300 Bloomfield Hills, MI 48304	General Nutrition Corporation	University Towne Center 140 University Towne Center Sarasota, FL
69.	7158	Halpern Enterprises, Inc. 5200 Roswell Road Atlanta, GA 30342	General Nutrition Corporation	Franklin Centre 915 B Hwy 321 Lenoir, TN
70.	7282	7 SC Parkway Plaza LLC c/o Vastgood Properties, LLC 44 South Bayles Ave, Suite 210 Port Washington, NY 11050	General Nutrition Corporation	Parkway Plaza 285 Cumberland Pkwy Mechanicsburg, PA
71.	7323	Metro Equity Management LLC Joseph D Hammerschmidt CO PO Box 45323 Cleveland, OH 44145	General Nutrition Corporation	Havendale Square 382 Havendale Square Auburndale, FL
72.	7348	KM Realty Investment Advisors, LLC Advisors LLC 7500 San Felipe, Suite 750 Houston, TX 77063	General Nutrition Corporation	Desert Mountain Plaza 4650 Woodrow Bean El Paso, TX

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
73.	7354	Onyx Equities Ontrea Inc c/o Cadillac Fairview Corp. Limited 66Q-1485 Portage Avenue Winnipeg, MB R3G 0W4	General Nutrition Corporation	Kmart Shopping Center 3036 Route 35 South Hazlet, NJ
74.	7388	Publix Super Markets, Inc. 3300 Publix Corporate Parkway Lakeland, FL 33811	General Nutrition Corporation	Middleburg Crossings 2640 Blanding Blvd Middleburg, FL
75.	7421	Jantzen Beach Center 1767, LLC. Kimco Realty Corporation 500 North Broadway, Suite 201 P.O. Box 9010 Jericho, NY 11753	General Nutrition Corporation	Jantzen Beach Hayden Island 12152 N Pavilion Ave Portland, OR
76.	7445	Colliers International 1140 Bay Street Suite 4000 Toronto, ON M5S 2B4	General Nutrition Corporation	Daniel's Crossing Shopping Center 6900 Daniels Parkway Fort Myers, FL
77.	7467	Schulsky Properties 192 Lexington Ave New York, NY 10016-6823	General Nutrition Corporation	330 5th Ave New York, NY
78.	7624	Saul Management 7501 Wisconsin Avenue, Suite 1500E Attn: Legal Dept Bethesda, MD 20814	General Nutrition Corporation	Gibbstown Shopping Center 401 Harmony Road Gibbstown, NJ
79.	7636	Westwood Financial 11440 San Vicente Boulevard Suite 200 Los Angeles, CA 90049	General Nutrition Corporation	Cobb Parkway Shopping Center 2774 N Cobb Parkway Kennesaw, GA
80.	7655	Campbell Blacklidge Plaza De, LLC Oro Valley Marketplace 555 E. River Road, #201 Tucson, AZ 85704	General Nutrition Corporation	Oro Valley Marketplace 2060 E Tangerine Road Oro Valley, AZ

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
81.	2865	Fitness International LLC 3161 Michelson Dr. Suite 600 Ref: Ann Arbor MI Irvine, CA 92612	General Nutrition Corporation	GNC at LA Fitness 155 N Maple Road Ann Arbor, MI
82.	7672	EDENS 1221 Main Street Suite 1000 Columbia, SC 29201	General Nutrition Corporation	Fountain Oaks Shopping Center 4920 Roswell Rd Atlanta, GA
83.	7781	Lee & Associates NYC Skyler 330 LLC C/O Shulsky Properties Inv 192 Lexington Ave New York, NY 10016-6823	General Nutrition Corporation	875 Sixth Ave 875 Avenue of Americas New York, NY
84.	7802	Mid-America Real Estate Group 135 S LaSalle Street Suite 1625 Chicago, IL 60674	General Nutrition Corporation	Romeoville Town Center 427 North Weber Road Romeoville, IL
85.	7895	Pettinaro Management LLC 234 North James Street Wilmington, DE 19804	General Nutrition Corporation	London Grove Village 905 Gap Newport Pike Avondale, PA
86.	7959	Blue Ridge Shops-2016, LLC 4240 Blue Ridge Blvd Suite 900 Kansas City, MO 64133	General Nutrition Corporation	Blue Ridge Crossing 4173 Sterling Ave Kansas City, MO
87.	8051	Phillips Edison and Company 11501 Northlake Drive Cincinnati, OH 45249	General Nutrition Corporation	Edgewood Town Center 1725 South Braddock Ave Pittsburgh, PA
88.	8180	Marketplace Center, Inc. 1600 NE Miami Gardens Drive North Miami Beach, FL 33179 Attn: Legal Dept	General Nutrition Corporation	Marketplace Center 1361 Covell Blvd Davis, CA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
89.	8227	QIC Properties US, Inc Attn: Tom Zoldesy PO Box 72053 Cleveland, OH 44192-0053	General Nutrition Corporation	Mall @ Robinson 100 Robinson Town Center Pittsburgh, PA
90.	8234	College Square II, LLC. 200 Airport Rd New Castle, DE 19720	General Nutrition Corporation	College Square 210 College Square Newark, DE
91.	8405	218 First Avenue LLC c/o S&H Equities (NY) Inc. 98 Cutter Mill Road, Suite 390 N Great Neck , NY 11021	General Nutrition Corporation	218 1st Ave New York, NY
92.	8501	DPF Shenandoah LLC 518 17th Street 17th Floor Denver, CO 80202	General Nutrition Corporation	Shenandoah Square 13704 State Road 84 Davie, FL
93.	8507	Edens Realty Department 2427 PO Box 536856 Atlanta, GA 30353-6856	General Nutrition Corporation	Sunshine Square 546 East Woolbright Rd Boynton Beach, FL
94.	8523	Brookfield Property Partners L.P. Attn: Julia Minnick 350 N. Orleans, Suite 300 Chicago, IL 60654-1607	General Nutrition Corporation	Fashion Show Mall 3200 Las Vegas Blvd Las Vegas, NV
95.	8611	TKG Management 211 N Stadium Blvd Suite 201 Columbia, MO 65203	General Nutrition Corporation	West Shore Plaza 1831 Sherman Blvd Muskegon, MI
96.	8637	Brookdale Shopping Center, LLC Oakland Management Company 31731 Northwestern Hwy Suite 250 W Farmington, MI 48334	General Nutrition Corporation	Brookdale Square 22351 Pontiac Trail South Lyon, MI

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
97.	8710	LANE4 Property Group 4705 Central Street Kansas City, MO 64112	General Nutrition Corporation	Santa Fe Shopping Center 13505 South Mur-Len Olathe, KS
98.	8759	Regency Centers Corporation 380 N. Cross Pointe Blvd. Evansville, IN 47715	General Nutrition Corporation	Culver Center 3810 Midway Avenue Culver City, CA
99.	762	Namdar Realty Group Attn: Gigi Gregorio 150 Great Neck Road, Suite 304 Great Neck, NY 11021	General Nutrition Corporation	Midway Mall 3583 Midway Mall Elyria, OH
100.	1252	Legacy Asset Management LLC 4717 Central St. Attn: Chuck Oglesby, CRX, SCSM Kansas City, MO 64112	General Nutrition Corporation	Ward Parkway 8600 Ward Parkway Kansas City, MO

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 GNC HOLDINGS, INC. et al.

APPLICATION OF GNC 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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