

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

THE HONOURABLE	)	MONDAY, THE 27th
	)	
JUSTICE GILMORE	)	DAY OF JULY, 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 OLDSCO CORPORATION, GNC FUNDING INC., GNC INTERNATIONAL  
HOLDINGS INC., GNC CHINA HOLDSCO, 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 SECOND DAY 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 Andrea Das-Wieczorek affirmed July 22, 2020 (the "**Das-Wieczorek Affidavit**"), the further affidavit of Andrea Das-Wieczorek affirmed July 23, 2020 (the "**Das-Wieczorek Affidavit**"), the First 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 Affidavits of Service of Leora Jackson affirmed July 22, 2020, the Affidavits of Service of John Giofu sworn July 22, 2020 and July 23, 2020 and the Affidavit of Service of Cathy Pellegrini sworn July 23, 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 Das-Wieczorek Affidavit affirmed July 22, 2020.

### **RECOGNITION OF SECOND DAY 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) the final Order (a) authorizing continued use of existing cash management system, including maintenance of existing bank accounts, checks, and business forms, (b) authorizing continuation of existing deposit practices, (c) authorizing continuation of intercompany transactions, and (d) granting administrative claim status to postpetition intercompany claims (“**Final Cash Management Order**”);
  - (b) the final Order authorizing payment of certain prepetition critical vendor claims (“**Final Critical Vendors Order**”);

- (c) the final Order authorizing the Debtors to (i) maintain and administer prepetition customer programs and (ii) pay prepetition obligations related thereto (“**Final Customer Programs Order**”);
- (d) the final Order (i) authorizing the Debtors to (a) obtain senior secured postpetition financing, (b) grant liens and superpriority administrative expense status, (c) use cash collateral of prepetition secured parties, and (d) grant adequate protection to prepetition secured parties, (ii) schedule a final hearing pursuant to Bankruptcy Rules 4001(b) and 4001(c), and (iii) granting related relief (the “**Final DIP Order**”);
- (e) the final Order establishing certain notice and hearing procedures for transfers of, or worthlessness deductions with respect to, common stock and convertible preferred stock of GNC Holdings (“**Final Equity Trading NOL Order**”);
- (f) the final Order authorizing the Debtors to (a) pay prepetition insurance obligations and prepetition bonding obligations and (b) maintain their postpetition insurance coverage and bonding program (“**Final Insurance Order**”);
- (g) the final Order authorizing payment of prepetition lien claims and import claims and (b) confirming administrative expense priority of outstanding orders (“**Final Lien and Import Claims Order**”);
- (h) the final Order (a) approving procedures for store closing sales, (b) authorizing customary bonuses to employees of closing stores (c) authorizing assumption of the consulting agreements, and (d) granting related relief (“**Final Store Closing Order**”);
- (i) the final Order authorizing payment of prepetition taxes and fees (“**Final Tax Order**”);
- (j) the final Order (a) prohibiting utility companies from altering or discontinuing service on account of prepetition invoices, (b) approving deposit as adequate assurance of payment, (c) establishing procedures for resolving requests by

utility companies for additional assurance of payment, and (d) authorizing payment of any prepetition service fees (“**Final Utilities Order**”);

- (k) the final Order (a) authorizing payment of certain prepetition workforce obligations, (b) authorizing continuance of workforce programs, (c) authorizing payment of withholding and payroll-related taxes, and (d) authorizing payment of prepetition claims owing to workforce program administrators (“**Final Wages Order**”);
- (l) Orders (a) establishing bar dates and related procedures for filing proofs of claim (including for claims arising under section 503(b)(9) of the Bankruptcy Code) and (b) approving the form and manner of notice thereof (“**Bar Date Order**”);
- (m) 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 (“**Bidding Procedures Order**”);
- (n) First (1<sup>st</sup>) Omnibus Order (a) authorizing rejection of certain unexpired leases effective as of the Petition Date and (b) granting related relief (“**First Omnibus Order to Reject Certain Unexpired Leases**”); and
- (o) Third (3<sup>rd</sup>) Omnibus Order (a) authorizing rejection of certain unexpired leases effective as of the Petition Date and (b) granting related relief (“**Third Omnibus Order to Reject Certain Unexpired Leases**”);

attached as Schedules A through O to this Order.

4. THIS COURT ORDERS that the Supplemental Order (Foreign Main Proceeding) dated June 29, 2020 be and is hereby amended to change all references to the term “DIP Order” in paragraphs 7, 20, 21 and 24 therein to “Final DIP Order”.

## **GENERAL**

5. 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.

6. THIS COURT ORDERS that each of the Debtors, the Foreign Representative, and the Information Officer 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.

7. 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.

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

*Justice C. Gilmore*

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Schedule A

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 17 & 132

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**FINAL ORDER (A) AUTHORIZING CONTINUED USE OF EXISTING CASH MANAGEMENT SYSTEM, INCLUDING MAINTENANCE OF EXISTING BANK ACCOUNTS, CHECKS, AND BUSINESS FORMS, (B) AUTHORIZING CONTINUATION OF EXISTING DEPOSIT PRACTICES, (C) AUTHORIZING CONTINUATION OF INTERCOMPANY TRANSACTIONS, AND (D) GRANTING ADMINISTRATIVE CLAIM STATUS TO POSTPETITION INTERCOMPANY CLAIMS**

Upon the motion [Docket No. 17] (the “*Motion*”)<sup>2</sup> of the Debtors for an order (this “*Final Order*”), (a) authorizing, but not directing, the Debtors to continue to maintain and use their existing cash management system, including maintenance of existing bank accounts, checks, and business forms; (b) granting the Debtors an extension of time to comply with certain bank account and related requirements of the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors’ practices under their Cash Management System or other actions described in the Motion or herein; (c) authorizing, but not directing, the Debtors to continue to maintain and use

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<sup>1</sup> 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.

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

their existing deposit practices; (d) authorizing, but not directing, the Debtors to continue certain ordinary course intercompany transactions; and (e) according administrative claim status to postpetition intercompany claims arising from certain of these transactions; and this Court having reviewed the Motion, the First Day Declaration and the Interim Order [Docket No. 132] entered on June 25, 2020; 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 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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all 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, on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue to use their current existing Cash Management System and shall maintain through the use thereof detailed records reflecting all transfers of funds, all under the terms and conditions provided for by, and in accordance with, the existing cash management agreements, except as modified by this Final

Order. In connection with the ongoing utilization of the Cash Management System, the Debtors shall maintain accurate and detailed records with respect to all transfers, including with respect to postpetition Intercompany Claims and Intercompany Transactions, so that all transactions can be readily ascertained, traced, properly recorded, and distinguished between prepetition and postpetition transactions.

3. The Debtors are authorized, but not directed, to continue to engage in Intercompany Transactions – including scheduled distributions from GNC Puerto Rico, LLC to GNC Live Well Ireland (as described in paragraph 13 of the Motion) (the “*LWI Distributions*”) – on a postpetition basis and to make payments to, or set off amounts owed from, the applicable Debtor or non-Debtor affiliate on account of postpetition Intercompany Claims, in a manner consistent with their practices in effect as of the Petition Date in the ordinary course of business or as necessary to execute the Cash Management System; *provided* that to the extent that the Debtors intend to make cash transfers other than the LWI Distributions from a Debtor to a non-Debtor affiliate that will exceed \$20,000 in any calendar month, the Debtors shall provide advance notice and an opportunity to object to the U.S. Trustee, counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the “*Committee*”), counsel to the Ad Hoc Group of Crossover Lenders, and counsel to any stalking horse bidder approved by this Court in connection with a sale of the Debtors’ assets (the “*Stalking Horse Bidder*”).

4. The Debtors are authorized to (a) continue to use the Bank Accounts at the Banks in existence as of the Petition Date in the same manner and with the same account numbers, styles, and document forms as are currently employed and subject to the existing cash management agreements with the Banks; (b) deposit funds in and withdraw funds from the Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, drafts, ACH Payments,



and electronic funds transfers or other items presented, issued, or drawn on the Bank Accounts; (c) pay ordinary course Bank Fees in connection with the Bank Accounts, including any Bank Fees arising prior to the Petition Date; (d) perform their obligations under the documents and agreements governing the Bank Accounts; and (e) for all purposes, treat the Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

5. Those certain existing cash management agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the respective Bank, and all of the provisions of such agreements, including the termination, chargeback, and fee provisions, offset rights and all other rights and remedies afforded under such agreements, shall remain in full force and effect, and the Debtors and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, and any other legal rights afforded to the Banks under applicable law shall be preserved.

6. The Debtors are authorized, but not directed, to continue to operate under the Payment Processing Program. The Debtors are authorized to pay or reimburse the Payment Processing Providers for all applicable fees and other applicable charges, whether arising prepetition or postpetition, and the Payment Processing Providers are authorized to receive or obtain payment for such fees and charges as provided under, and in the manner set forth in, the applicable payment processing agreements. Any postpetition claim which a Payment Processing Processor may have shall be entitled to, in addition to any other lien, collateral or payment priority rights in support thereof, administrative expense priority status pursuant to Section 503(b) of the Bankruptcy Code.

7. The Banks and the Debtors' financial institutions shall be, and hereby are, authorized (a) when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks, including prepetition checks that the Debtors reissue postpetition, and electronic funds transfers drawn on the Debtors' Bank Accounts relating to payments permitted by an order of this Court, whether the checks were presented or funds transfer requests were submitted prior to or subsequent to the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments and (b) to debit the Debtors' Bank Accounts in the ordinary course of business for all undisputed prepetition Bank Fees outstanding as of the date hereof, if any, owed to the Banks.

8. In the course of providing cash management services to the Debtors, each of the Banks and the Payment Processing Providers are authorized, without further order of the Court, to deduct the applicable fees and expenses associated with the nature of the deposit and cash management services rendered to the Debtors (including, without limitation, the Payment Processing Programs), whether arising prepetition or postpetition, from the appropriate accounts of the Debtors, and further, to charge back to, and take and apply reserves from, the appropriate accounts of the Debtors any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, merchant services transactions or other electronic transfers of any kind, regardless of whether such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

9. In each instance in which the Debtors hold Bank Accounts at Banks that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed

by the U.S. Trustee within thirty days of the date of the Final Order, to the extent such Bank is a domestic bank, without prejudice to the Debtors' rights to seek a further extension. The U.S. Trustee's rights to seek further relief from this Court in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

10. Pursuant to Local Rule 2015-2(a), the Debtors are authorized to continue to use their existing checks, correspondence, and other Business Forms without alteration or change and without the designation "Debtor-in-Possession" or a bankruptcy case number imprinted upon them. Notwithstanding the foregoing, once the Debtors' existing checks have been used, the Debtors shall, when reordering checks, require the designation "Debtor-in-Possession" and the main bankruptcy case number on all checks; provided that, with respect to checks that the Debtors or their agents print themselves, the Debtors, shall print the "Debtor-in-Possession" legend and the main bankruptcy case number on such items.

11. The Debtors are authorized to continue to utilize all third-party providers necessary for the administration of their Cash Management System. In addition, the Debtors are authorized, but not directed, to pay all prepetition or postpetition amounts due to such third-party providers.

12. Effective as of the Petition Date, and subject to the terms of this Final Order, all Banks at which the Bank Accounts are maintained are authorized to continue to administer, service, and maintain the Bank Accounts, and the Banks and Payment Processing Providers are authorized to continue to administer, service, and maintain the Payment Processing Program, in each case as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions and setoffs for any applicable fees or charges related to such services, including the Bank Fees) and consistent with and subject

to the applicable cash management agreements or payment processing agreements, to honor any and all checks, drafts, wires, electronic funds transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; provided, however, that unless otherwise ordered by the Court and directed by the Debtors, no checks, drafts, electronic funds transfers (excluding any electronic funds transfer that the Banks are obligated to settle), or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising prior to the Petition Date shall be honored. In no event shall the Banks be required to honor overdrafts or to pay any check, wire, electronic funds transfers, or other debit against the Bank Accounts that is drawn against uncollected funds or, subject to the below, that was issued prior to the Petition Date. Notwithstanding the foregoing, the Banks are authorized to rely on the Debtors' designation of any particular check or electronic payment request, funds transfer, or other transaction (including foreign currency exchanges, transactions or trades) as being approved by order of the Court, and have no duty to inquire as to whether such payments are authorized by an order of this Court, and shall not have any liability to any party for relying on such representations.

13. If any Bank honors a prepetition check or item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtors to honor such prepetition check or item, (b) in the good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as a result of a good faith error, such Bank shall not be deemed to be nor shall be liable to the Debtors or their estates on account of such prepetition check or item being honored postpetition or otherwise deemed to be in violation of this Final Order.

14. The Debtors are authorized to implement such non-material, reasonable changes, consistent with this Final Order and subject to any existing cash management agreements, to the Cash Management System as the Debtors may deem necessary or appropriate.

15. The Debtors may close any of the Bank Accounts (subject to the terms of their existing cash management agreement) or open any additional bank accounts following the Petition Date wherever the Debtors deem that such accounts are needed or appropriate. Notwithstanding the foregoing, the Debtors shall open such new account(s) only at banks that have executed a Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement. These new accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted in this Final Order. The Banks are authorized (but not required, except as set forth in the cash management agreements between the Bank and the Debtors) to honor the Debtors' requests to open or close (as the case may be) such Bank Account(s). In the event that the Debtors open or close any Bank Account(s), such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the U.S. Trustee, counsel to the Committee, counsel to the Ad Hoc Group of Crossover Lenders, and counsel to any Stalking Horse Bidder, within five business days after the opening or closing of any such account.

16. The Debtors are authorized to deposit funds in accordance with existing practices under the Cash Management System as in effect as of the Petition Date, subject to any reasonable non-material changes, consistent with this Final Order, to the Cash Management System that the Debtors may implement, and, to the extent such practices are inconsistent with the requirements of section 345(b) of the Bankruptcy Code, the Debtors are hereby granted an extension of 30 days after entry of the Final Order (the "*Extension Period*") within which to either come into

compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as agreed with the U.S. Trustee. Such extension is without prejudice to the Debtors' right to request from this Court a further extension of the Extension Period or a final waiver of the requirements under section 345(b).

17. The Debtors are authorized but not directed to (a) continue the Corporate Card Programs, subject to any terms and conditions under the applicable servicing agreements, on a postpetition basis consistent with their past practices; and (b) pay all obligations related to the Corporate Card Programs, whether arising prepetition or postpetition; *provided* that the payment of the prepetition obligations under the Corporate Card Programs shall not exceed \$200,000 in an aggregate final amount, inclusive of amounts paid pursuant to the Interim Order, or such higher amount as may be set forth in any budget governing postpetition financing or the use of cash collateral. To the extent the Debtors seek to increase credit limits for any cards under the Corporate Card Program, the Debtors shall provide advance notice to, and opportunity to object by, the U.S. Trustee, counsel to the Committee, counsel to the Ad Hoc Group of Crossover Lenders, and counsel to any Stalking Horse Bidder.

18. The Debtors shall not be required to comply with the requirement of the U.S. Trustee Guidelines to establish separate accounts for cash collateral and/or tax payments.

19. All Intercompany Claims arising after the Petition Date owed by a Debtor to another Debtor under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense status under sections 503(b) and 507(a) of the Bankruptcy Code.

20. Nothing contained in the Motion, the Interim Order or this Final Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor

that did not exist or was not perfected as of the Petition Date, or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

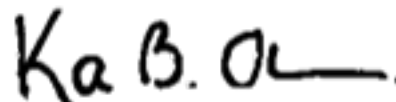
21. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order shall be deemed an admission as to the validity of any underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

22. The terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

23. The Debtors are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Final Order.

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

**Dated: July 21st, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule B**

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

	)	
In re:	)	Chapter 11
	)	
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 14 & 128

**FINAL ORDER AUTHORIZING PAYMENT OF  
CERTAIN PREPETITION CRITICAL VENDOR CLAIMS**

Upon the motion [Docket No. 14] (the “*Motion*”)<sup>2</sup> of the Debtors for an order authorizing the payment of the Critical Vendor Claims and granting certain related relief (this “*Final Order*”); and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order [Docket No. 128] entered on June 25, 2020; 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 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

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<sup>1</sup> 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.

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



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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy the Critical Vendor Claims in an aggregate final amount not to exceed \$40.0 million, inclusive of amounts paid pursuant to the Interim Order.
3. The form of the Trade Agreement, substantially in the form attached to the Motion as Exhibit C, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement as entered into with any Critical Vendor in their business judgment.
4. The Debtors are authorized, but not directed, to condition the honoring, payment, or other satisfaction of any Critical Vendor Claim on the execution of a Trade Agreement, and the Debtors are authorized, but not directed, to enter into such Trade Agreements when and if the Debtors determine it appropriate, in their business judgment.
5. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then, subject to the terms of any Trade Agreement between the Debtors and such party: (a) the Debtors reserve the right to seek relief from this Court to determine that (i) any payment made on account of any prepetition

claim held by such party was an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash; and (ii) upon recovery by the Debtors, any prepetition claim satisfied by such payment shall be reinstated as if the payment had not been made; and (b) if there exists an outstanding postpetition balance due from the Debtors to such party, the Debtors may request that the Court recharacterize and apply any payment made pursuant to the relief requested by the Motion to such outstanding postpetition balance and such supplier or vendor will be required to repay to the Debtors such paid amounts that exceed the postpetition obligations then outstanding without the right of any setoffs, recoupments, provisions for payment of any claims, or otherwise.

6. Payments made to Critical Vendors shall be applied, in the first instance, against claims held by such Critical Vendors which arise under section 503(b)(9) of the Bankruptcy Code (“**503(b)(9) Claims**”), in whole or in part as applicable; *provided*, that (a) payments to Nutra pursuant to the Interim Order prior to entry of this Final Order shall be applied to 503(b)(9) Claims; (b) payments made to Nutra pursuant to this Final Order shall be applied, in the first instance, against claims that *are not* 503(b)(9) Claims, and (c) payments made to Nutra after entry of this Final Order on account of Nutra’s remaining 503(b)(9) Claims shall be made after the General Bar Date (as defined in the *Order Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Claims Arising Under Section 503(B)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof*), consistent with the treatment of other 503(b)(9) Claims in accordance with 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*

and the procedures set forth therein with respect to the 503(b)(9) Escrow Account (as defined therein).

7. Any Critical Vendor that accepts payment or other form of satisfaction from the Debtors on account of all or a portion of a Critical Vendor Claim pursuant to this Final Order shall be deemed to (a) agree to the terms and provisions of this Final Order and (b) have waived, to the extent so paid or satisfied, any and all prepetition claims, of any type, kind, or priority (including any reclamation claim), against the Debtors, their estates, and their assets and properties.

8. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the Critical Vendor Claims, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

9. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

10. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an

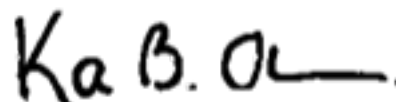
implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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.

11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

12. 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 Final Order

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

**Dated: July 22nd, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule C**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	
	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 12 & 126

**FINAL ORDER AUTHORIZING THE DEBTORS  
TO (I) MAINTAIN AND ADMINISTER PREPETITION CUSTOMER  
PROGRAMS AND (II) PAY PREPETITION OBLIGATIONS RELATED THERETO**

Upon the motion [Docket No. 12] (the “*Motion*”)<sup>2</sup> of the Debtors for a final order authorizing them to maintain the Customer Programs and honor prepetition obligations arising under the Customer Programs (this “*Final Order*”); and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order [Docket No. 126] entered on June 25, 2020; 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 States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief

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<sup>1</sup> 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.

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

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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all 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 on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue to administer the Customer Programs currently in effect and honor any prepetition obligations related to the Customer Programs.
3. The Debtors’ banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors’ bank accounts relating to the Customer Programs, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.
4. The Debtors’ banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial

institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

5. Nothing in the Motion, the Interim Order, or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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.

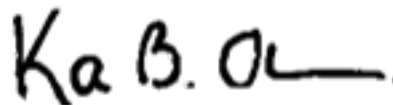
6. The Customer Programs shall not be terminated or altered absent further order of this Court.

7. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

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 Final Order.

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

**Dated: July 20th, 2020**  
**Wilmington, Delaware**

  
**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**





4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) *inter alia*:

(i) authorizing the Debtors to obtain senior secured postpetition financing on a superpriority basis in the aggregate principal amount of \$200,000,000 (the “**DIP Term Facility**,” and all amounts extended under the DIP Term Facility, the “**DIP Term Loans**”), consisting of (a) a \$100,000,000 new money delayed-draw term loan facility (“**New Money DIP Term Loans**”) and (b) \$100,000,000 (the “**Term Roll-Up Amount**”) of DIP Term Loans resulting from a dollar-for-dollar “roll-up” of the principal amount of prepetition term loans outstanding under the Prepetition Term Credit Agreement (as defined below), pursuant to the terms and conditions of that certain *Debtor-in-Possession Credit Agreement* (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “**DIP Term Credit Agreement**”), by and among General Nutrition Centers, Inc., as borrower (in such capacity, the “**DIP Term Borrower**”), each of the entities listed on Exhibit A hereto as guarantors (the “**Guarantors**” and, together with the DIP Term Borrower, the “**Loan Parties**”), and GLAS Trust Company LLC as administrative agent and as collateral agent (in such capacities, the “**DIP Term Agent**”) for and on behalf of itself and the lenders party thereto (collectively, including the DIP Term Agent, the “**DIP Term Lenders**”), substantially in the form of Exhibit 2 attached to the Motion;

(ii) authorizing the Debtors to execute and deliver the DIP Term Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, control agreements related thereto, and other Loan Documents (as defined in the DIP Term Credit Agreement) and documents related thereto (as amended, restated, supplemented, waived, and/or modified from time to time, collectively, with the DIP Term Credit Agreement, the “**DIP Term Documents**”), including the Backstop Commitment Letter (as defined in the DIP Term Credit Agreement), and to perform such

other acts as may be necessary or desirable in connection with the DIP Term Documents;

(iii) authorizing the Debtors to borrow the remaining \$70,000,000 of New Money DIP Term Loans and roll-up the Term Roll-Up Amount of the DIP Term Loans (together with the \$30,000,000 interim loans authorized under the Interim Order, the “***DIP Term Loan Amount***”) upon entry of this Final Order;

(iv) granting the DIP Term Facility and all obligations owing thereunder and under, or secured by, the DIP Term Documents to the DIP Term Agent and DIP Term Lenders (collectively, and including all “Obligations” as described in the DIP Term Credit Agreement, the “***DIP Term Obligations***”) allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases (as defined herein);

(v) authorizing the Debtors to incur senior secured postpetition obligations on a superpriority basis in respect of a prepetition senior secured superpriority credit facility in the aggregate principal amount of \$275,000,000 (the “***DIP ABL FILO Facility***” and, together with the DIP Term Facility, the “***DIP Facilities***”), consisting solely of FILO term loans (the “***DIP ABL FILO Loans***”) resulting from the “roll-up” of all outstanding FILO Term Loans (as defined in the Prepetition ABL FILO Credit Agreement (as defined herein)) in the aggregate principal amount of \$275,000,000, together with all accrued and unpaid interest thereon (the “***ABL FILO Roll-Up Amount***”), pursuant to the terms and conditions of that certain *Amended and Restated ABL Credit Agreement* (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the “***DIP ABL FILO Credit Agreement***” and, together with the DIP Term Credit Agreement, the “***DIP Agreements***”), by and among General Nutrition Centers, Inc. and the other Loan Parties as borrowers or guarantors, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “***DIP ABL FILO Agent***” and, together with the

DIP Term Agent, the “**DIP Agents**”) for and on behalf of themselves and the other lenders party thereto (collectively, including the DIP ABL FILO Agent, the “**DIP ABL FILO Lenders**” and, together with the DIP Term Lenders, the “**DIP Lenders**”), substantially in the form of **Exhibit 3** attached to the Motion;

(vi) authorizing the Debtors to pay the Prepetition ABL Loans (as defined herein) in full in cash, to cash collateralize existing pre-petition letters of credit upon the entry of the Interim Order pursuant to the LC Cash Collateral Agreement (as defined in the DIP ABL FILO Credit Agreement), and to terminate hedge agreements and make termination payments;

(vii) authorizing the Debtors to execute and deliver the DIP ABL FILO Credit Agreement and any other agreements, instruments, pledge agreements, guarantees, fee letters, control agreements related thereto and other Loan Documents (as defined in the DIP ABL FILO Credit Agreement) and documents related thereto (including any security agreements, intellectual property security agreements, control agreements, or notes) (as amended, restated, supplemented, waived, and/or modified from time to time, and collectively, with the DIP ABL FILO Credit Agreement, the “**DIP ABL FILO Documents**” and, together with the DIP Term Documents, the “**DIP Documents**”) and to perform such other acts as may be necessary or desirable in connection with the DIP ABL FILO Documents;

(viii) granting the DIP ABL FILO Facility and all obligations owing thereunder and under, or secured by, the DIP ABL FILO Documents, to the DIP ABL FILO Agent and DIP ABL FILO Lenders (collectively, and including all “Obligations” as described in the DIP ABL FILO Credit Agreement, the “**DIP ABL FILO Obligations**” and, together with the DIP Term Obligations, the “**DIP Obligations**”) allowed superpriority administrative expense claim status in each of the Chapter 11 Cases and any Successor Cases;

(ix) granting to the each of (a) the DIP Term Agent, for the benefit of itself and the DIP Term Lenders and the other Secured Parties (as defined in the DIP Term Credit Agreement) under the applicable DIP Term Documents and (b) the DIP ABL FILO Agent, for the benefit of itself and the DIP ABL FILO Lenders and the other Secured Parties (as defined in the DIP ABL FILO Credit Agreement) under the applicable DIP ABL FILO Documents, automatically perfected security interests in and liens on all of the DIP Collateral (as defined herein), including all property constituting “cash collateral” as defined in section 363(a) of the Bankruptcy Code (“*Cash Collateral*”), which liens shall have the priorities set forth herein;

(x) authorizing and directing the Debtors to pay the principal, interest, premiums, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including continuing commitment fees, closing fees, audit fees, appraisal fees, valuation fees, liquidator fees, structuring fees, administrative agent’s fees, the fees and disbursements of each DIP Agent’s and other DIP Lenders’ attorneys, advisors, accountants and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

(xi) authorizing the Debtors to use the Prepetition Collateral (as defined herein), including the Cash Collateral of the Prepetition ABL FILO Secured Parties under the Prepetition ABL FILO Documents and the Prepetition Term Secured Parties under the Prepetition Term Documents (each as defined herein), and providing adequate protection to the Prepetition ABL FILO Secured Parties and Prepetition Term Secured Parties for, among other things, any diminution in value resulting from the imposition of the automatic stay, the Debtors’ use, sale, or lease of the Prepetition Collateral, including Cash Collateral, the priming of the Prepetition Secured Parties’ respective interests in the Prepetition Collateral (including by the Carve-Out (as defined below)) (“*Diminution in Value*”) of their respective interests in the Prepetition Collateral,

including the Cash Collateral as contemplated hereunder;

(xii) vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Final Order; and

(xiii) scheduling the Final Hearing (as defined below) within 35 days of the Petition Date (as defined below) to consider the relief requested in the Motion and approving the form of notice with respect to the Final Hearing.

The Court having considered the Motion, the exhibits attached thereto, the *Declaration of Tricia Tolivar, Chief Financial Officer of GNC Holdings, Inc. in Support of Chapter 11 Petitions and First Day Pleadings*, [Docket No. 21], the *Declaration of Robert Del Genio of FTI Consulting Inc. in Support of Debtors' Motion of Debtors for Orders (I) Authorizing The Debtors to (A) Obtain Senior Secured Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (III) Grant Related Relief*, [Docket No. 19], the *Declaration of Pranav Goel of Evercore Group LLC in Support of Debtors' Motion of Debtors for Orders (I) Authorizing The Debtors to (A) Obtain Senior Secured Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (III) Grant Related Relief*, [Docket No. 20], and the evidence submitted and arguments made at the interim hearing held on June 25, 2020 (the "***Interim Hearing***"); and the Court having entered an order approving the relief requested in the Motion on an interim basis on June 26, 2020 [Docket

No. 134] (the “*Interim Order*”); and the Court having considered the Motion, the exhibits attached thereto, the declarations, and the evidence submitted and arguments made at the final hearing held on July 22, 2020 (the “*Final Hearing*”); and notice of the Final Hearing having been given in accordance with the Interim Order, Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Final Hearing having been held and concluded; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that approval of the relief requested in the Motion on a final basis, as granted hereby, is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and it appearing that the Debtors’ entry into the DIP Agreements and the other DIP Documents as approved hereby is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

**BASED UPON THE RECORD ESTABLISHED AT THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:<sup>3</sup>**

A. **Petition Date.** On June 23, 2020 (the “*Petition Date*”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court.

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

C. **Jurisdiction and Venue.** This Court has jurisdiction over the Chapter 11 Cases,

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<sup>3</sup> The findings and conclusions set forth herein constitute the 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.

the Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue for the Chapter 11 Cases and proceedings with respect to the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. **Committee Formation.** On July 7, 2020, the United States Trustee for the District of Delaware (the “*U.S. Trustee*”) appointed an official committee of unsecured creditors in the Chapter 11 Cases (the “*Committee*”) pursuant to section 1102 of the Bankruptcy Code [Docket No. 275].

E. **Notice.** Notice of the Motion and the Final Hearing has been provided in accordance with the Interim Order, Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice of the Motion with respect to the relief requested at the Final Hearing or the entry of this Final Order shall be required.

F. **Debtors’ Stipulations.** After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties in interest, including the Committee, as set forth in paragraph 36 herein, the Debtors admit, stipulate, acknowledge, and agree as follows (paragraphs F(i) through F(xii) below are referred to herein, collectively, as the “*Stipulations*”):

(i) *Prepetition ABL FILO Facility.* Pursuant to that certain ABL Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of March 20, 2018, that certain Second Amendment, dated as of May 15, 2020, and that certain Third Amendment, dated as of June 12, 2020, and as further amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Prepetition ABL FILO Credit Agreement*” and, collectively with the Loan Documents (as defined in the Prepetition ABL FILO Credit Agreement) and any other agreements and documents executed or delivered in connection

therewith, each as amended, restated, supplemented, waived, or otherwise modified from time to time, the “*Prepetition ABL FILO Documents*”) among (a) GNC Corporation (“*Parent*”), (b) General Nutrition Centers, Inc. (in such capacity, the “*Prepetition ABL FILO Administrative Borrower*”), (c) the subsidiaries of the Prepetition ABL FILO Administrative Borrower party thereto (together with the Prepetition ABL FILO Administrative Borrower, the “*Prepetition ABL FILO Borrowers*”), (d) JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “*Prepetition ABL FILO Agent*”), (e) the guarantors thereunder (in such capacities, the “*Prepetition ABL FILO Guarantors*” and, together with the Prepetition ABL FILO Borrowers, the “*Prepetition ABL FILO Obligors*”) and (f) the term lenders party thereto from time to time (the “*Prepetition FILO Lenders*”), and the revolving lenders party thereto from time to time (the “*Prepetition ABL Lenders*” and, together with the Prepetition ABL FILO Agent and the Prepetition FILO Lenders, the “*Prepetition ABL FILO Secured Parties*”), as applicable, provided revolving credit, term loans and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL FILO Borrowers pursuant to the Prepetition ABL FILO Documents (the “*Prepetition ABL FILO Facility*”).

(ii) *Prepetition ABL FILO Obligations.* As of the Petition Date, the Prepetition ABL FILO Obligors were indebted to the Prepetition ABL FILO Secured Parties, without defense, counterclaim, or offset of any kind, in respect of the loans and other financial obligations incurred under the Prepetition ABL FILO Facility, and other obligations incurred thereunder or secured thereby, (i) in the aggregate principal amount of not less than \$60,000,000 of revolving credit loans outstanding under the Prepetition ABL FILO Facility (the “*Prepetition ABL Loans*”), (ii) in the aggregate principal amount of not less than \$275,000,000 of term loans outstanding under the Prepetition ABL FILO Facility (the “*Prepetition FILO Term Loans*”), and



(iii) in the face amount of \$5,122,067.00 of outstanding Letters of Credit (as defined in the Prepetition ABL FILO Credit Agreement) (the “*Prepetition Letters of Credit*”), and (iv) in respect of the Specified Hedge Agreement (as defined in the Prepetition ABL FILO Credit Agreement) entered into with the Prepetition ABL FILO Agent pursuant to an ISDA Master Agreement and accompanying schedule dated March 16, 2007 and by subsequent trade confirmations, and which was terminated on or about the Petition Date (the “*Agent Hedge Agreement*” and together with the Prepetition ABL Loans, the Prepetition FILO Term Loans and the Prepetition Letters of Credit, together with accrued and unpaid interest, outstanding bankers’ acceptances, any reimbursement obligations (contingent or otherwise) in respect of letters of credit and bankers’ acceptances, any fees, expenses and disbursements (including attorneys’ fees, accountants’ fees, auditor fees, appraisers’ fees and financial advisors’ fees, and related expenses and disbursements), treasury, cash management obligations including “Cash Management Obligations” (as defined in the Prepetition ABL FILO Credit Agreement), bank product and derivative obligations including “Obligations” in respect of “Specified Hedge Agreements” (each as defined in the Prepetition ABL FILO Credit Agreement), indemnification obligations, guarantee obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition ABL FILO Borrowers’ or the Prepetition ABL FILO Guarantors’ obligations pursuant to, or secured by, the Prepetition ABL FILO Documents, including all “Obligations” as defined in the Prepetition ABL FILO Credit Agreement, and all interest, fees, prepayment premiums, costs and other charges allowable under section 506(b) of the Bankruptcy Code, the “*Prepetition ABL FILO Obligations*”).

(iii) *Prepetition ABL FILO Liens and Prepetition ABL FILO Priority*

*Collateral.* As more fully set forth in the Prepetition ABL FILO Documents, prior to the Petition Date, the Prepetition ABL FILO Borrowers and the Prepetition ABL FILO Guarantors granted to the Prepetition ABL FILO Agent, for the benefit of itself and the Prepetition FILO Lenders, a security interest in and continuing lien on (the “***Prepetition ABL FILO Liens***”) substantially all of their assets and property (with certain exceptions set out in the Prepetition ABL FILO Documents) including (a) a first-priority security interest in and continuing lien on ABL Priority Collateral (as defined in that certain Intercreditor Agreement referred to below) and all proceeds, products, accessions, rents, and profits thereof, in each case whether then owned or existing or thereafter acquired or arising (the foregoing clause (a) collectively, the “***Prepetition ABL FILO Priority Collateral***”), and (b) a second priority security interest in and continuing lien on Term Priority Collateral (as defined in that certain Intercreditor Agreement referred to below) and proceeds, products, and rents of any of the foregoing (collectively, the “***Prepetition Term Priority Collateral***” and, together with the Prepetition ABL FILO Priority Collateral, the “***Prepetition Collateral***”), subject in the case of (b) only to the liens of the Prepetition Term Agents (as defined herein) on the Prepetition Term Priority Collateral and Prepetition ABL FILO Permitted Prior Liens (as defined herein).

(iv) *Prepetition Term Facility.* Pursuant to that certain Amended and Restated Term Loan Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of May 15, 2020, and that certain Second Amendment, dated as of June 15, 2020, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “***Prepetition Term Credit Agreement***” and, collectively with the Loan Documents (as defined in the Prepetition Term Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as amended, restated,

supplemented, waived, or otherwise modified from time to time, the “*Prepetition Term Documents*” and, collectively with the Prepetition ABL FILO Documents, the “*Prepetition Documents*”) among (a) Parent, (b) General Nutrition Centers, Inc. (in such capacity, the “*Prepetition Term Borrower*” and, together with the Prepetition ABL FILO Borrowers, the “*Prepetition Borrowers*”), (c) JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “*Prepetition Term Administrative Agent*”), (d) GLAS Trust Company LLC, as collateral agent (in such capacity, the “*Prepetition Term Collateral Agent*” and, together with the Prepetition Term Administrative Agent, the “*Prepetition Term Agents*” and, the Prepetition Term Agents together with the Prepetition ABL FILO Agent, the “*Prepetition Agents*”), (e) the guarantors thereunder (the “*Prepetition Term Guarantors*” and, together with the Prepetition Term Borrower, the “*Prepetition Term Obligors*” and, together with the Prepetition ABL FILO Obligors, the “*Prepetition Obligors*”), and (f) the lenders party thereto (the “*Prepetition Term Lenders*” and, collectively with the Prepetition Term Agents, the “*Prepetition Term Secured Parties*” and, together with the Prepetition ABL FILO Secured Parties, the “*Prepetition Secured Parties*”), the Prepetition Term Lenders provided term loans to the Prepetition Borrower (the “*Prepetition Term Facility*” and, together with the Prepetition ABL FILO Facility, the “*Prepetition Secured Facilities*”).

(v) *Prepetition Term Obligations.* As of the Petition Date, the Prepetition Term Obligors were indebted to the Prepetition Term Secured Parties, without defense, counterclaim, or offset of any kind, in respect of the loans incurred under the Prepetition Term Facility (collectively, the “*Prepetition Term Loans*”), in an aggregate principal amount, as of the Petition Date, not less than \$410,800,000 (collectively, together with accrued and unpaid interest, fees, expenses, and disbursements (including, without limitation, any accrued and unpaid

attorneys' fees, accountants' fees, appraisers' fees, financial advisors' fees, Prepetition Term Agents' fees, fees and disbursements of the Prepetition Term Agents' attorneys, advisors, accountants and other consultants, and related expenses and disbursements), indemnification obligations, and other charges, amounts, and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Prepetition Term Obligors' obligations pursuant to the Prepetition Term Documents, including all "Obligations" as defined in the Prepetition Term Credit Agreement), in each case, as of the Petition Date, and all interest, fees, costs, and other charges allowable under Section 506(b) of the Bankruptcy Code (the "***Prepetition Term Obligations***" and, together with the Prepetition ABL FILO Obligations, the "***Prepetition Secured Obligations***").

(vi) *Prepetition Term Liens and Prepetition Term Priority Collateral.*

As more fully set forth in the Prepetition Term Documents, prior to the Petition Date, the Prepetition Term Borrower and the Prepetition Term Guarantors granted to the Prepetition Term Agents, for the benefit of themselves and the Prepetition Term Lenders, a security interest in and continuing lien on (the "***Prepetition Term Liens***" and, together with the Prepetition ABL FILO Liens, the "***Prepetition Liens***") substantially all of their assets and property (with certain exceptions set out in the Prepetition Term Documents), including (a) a first-priority security interest in and continuing lien on the Prepetition Term Priority Collateral, and (b) a second priority security interest in and continuing lien on the Prepetition ABL FILO Priority Collateral, subject in the case of (b) only to the liens of the Prepetition ABL FILO Agent on the Prepetition ABL FILO Priority Collateral and Prepetition Term Permitted Prior Liens (as defined herein).

(vii) *Priority of Prepetition Liens; Intercreditor Agreement.* The Prepetition ABL FILO Agent and the Prepetition Term Agents entered into that certain

Intercreditor Agreement dated as of February 28, 2018 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the “**Intercreditor Agreement**”) to govern the respective rights, interests, obligations, priority, and positions of the Prepetition Secured Parties with respect to the assets and properties of the Debtors and other obligors. Each of the Prepetition Obligors under the Prepetition Documents is also a party to the Intercreditor Agreement. The Prepetition Intercreditor Agreement is a valid and enforceable “subordination agreement” under section 510(a) of the Bankruptcy Code and is, as of the Petition Date, and shall continue to be as provided herein binding on all parties thereto.

(viii) *Validity, Perfection, and Priority of Prepetition ABL FILO Liens and Prepetition ABL FILO Obligations.* The Debtors acknowledge and agree that as of the Petition Date (a) the Prepetition ABL FILO Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition ABL FILO Secured Parties for fair consideration and reasonably equivalent value; (b) the Prepetition ABL FILO Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition Term Liens on the Prepetition Term Priority Collateral, and (2) certain liens otherwise permitted by the Prepetition ABL FILO Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition ABL FILO Liens as of the Petition Date or were valid non-avoidable senior liens that are perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code, the “**Prepetition ABL FILO Permitted Prior Liens**”); (c) the Prepetition ABL FILO Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition ABL FILO Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or

counterclaims of any kind or nature to any of the Prepetition ABL FILO Liens or Prepetition ABL FILO Obligations exist, and no portion of the Prepetition ABL FILO Liens or Prepetition ABL FILO Obligations is subject to any challenge or defense including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition ABL FILO Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition ABL FILO Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition ABL FILO Obligations, the priority of the Debtors' obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition ABL FILO Obligations; and (g) the Prepetition ABL FILO Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(ix) *Validity, Perfection, and Priority of Prepetition Term Liens and Prepetition Term Obligations.* The Debtors acknowledge and agree that, as of the Petition Date, (a) the Prepetition Term Liens on the Prepetition Collateral were valid, binding, enforceable, non-avoidable, and properly perfected and were granted to, or for the benefit of, the Prepetition Term Collateral Agent on behalf of the Prepetition Term Lenders for fair consideration and reasonably equivalent value; (b) the Prepetition Term Liens were senior in priority over any and all other liens on the Prepetition Collateral, subject only to (1) the Prepetition ABL FILO Liens on the Prepetition ABL FILO Priority Collateral, and (2) certain liens otherwise permitted by the Prepetition Term

Documents (solely to the extent any such permitted liens were valid, properly perfected, non-avoidable, and senior in priority to the Prepetition Term Liens as of the Petition Date or were valid non-avoidable senior liens that are perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code, the “*Prepetition Term Permitted Prior Liens*” and, together with the Prepetition ABL FILO Permitted Prior Liens, the “*Permitted Prior Liens*”);<sup>4</sup> (c) the Prepetition Term Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Term Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Term Liens or Prepetition Term Obligations exist, and no portion of the Prepetition Term Liens or Prepetition Term Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Term Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Term Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Term Obligations, the priority of the Debtors’ obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Term Obligations; and (g) the Prepetition Term Obligations constitute allowed,

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<sup>4</sup> For the avoidance of doubt, as used in this Final Order, no reference to the Prepetition ABL FILO Permitted Prior Liens, the Prepetition Term Permitted Prior Liens, or the Permitted Prior Liens shall refer to or include the Prepetition ABL FILO Liens or the Prepetition Term Liens.

secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Indemnification.* The Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facilities and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens (as defined below), any challenges or objections to the DIP Facilities or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the Prepetition Secured Parties shall be and hereby are indemnified and held harmless by the Debtors in respect of any claim or liability incurred in respect thereof or in any way related thereto; provided that no such parties will be indemnified for any cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, actual fraud or willful misconduct. No exception or defense exists in contract, law, or equity as to any obligation set forth, as the case may be, in this paragraph F(x), in the Prepetition Documents, or in the DIP Documents, to the Debtors' obligation to indemnify and/or hold harmless the Prepetition Secured Parties.

(xi) *No Challenges/Claims.* No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy



Code) objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Documents, the Prepetition Secured Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition ABL FILO Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. The Prepetition Term Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(xii) *Releases*. The Debtors hereby stipulate and agree that they forever and irrevocably release, discharge, and acquit the Prepetition Secured Parties, the DIP Agents, all current and future DIP Lenders, and each of their respective successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, attorneys, and agents, past, present, and future, and their respective heirs, predecessors, successors, and assigns, each solely in their capacities as such (collectively, the “*Releasees*”), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, expenses (including, without limitation, reasonable attorneys’ fees), debts, liens, actions, and causes of action of any and every nature whatsoever relating to, as applicable, the Interim Order, this Final Order, the DIP Facilities, the DIP Documents, the Prepetition Secured Facilities, the Prepetition Documents, and/or the transactions contemplated hereunder or thereunder including, without limitation, (x) any so-called “lender liability” or equitable subordination or recharacterization claims or defenses, (y) any and

all claims and causes of action arising under the Bankruptcy Code, and (z) any and all claims and causes of action with respect to the validity, priority, perfection, or avoidability of the liens or claims of the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders; *provided, however*, the foregoing release shall not apply with respect to any act or omission of a Releasee that constitutes gross negligence, actual fraud or willful misconduct. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Prepetition Secured Obligations or the DIP Obligations that the Debtors may now have or may claim to have against the Releasees arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court's entry of this Final Order.

G. **Cash Collateral**. All of the Debtors' cash, including any cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes or will constitute Cash Collateral of the Prepetition Secured Parties and DIP Lenders, as applicable.

H. **Intercreditor Agreement**. Pursuant to section 510 of the Bankruptcy Code, the Intercreditor Agreement and any other applicable intercreditor or subordination provisions contained in any of the other Prepetition Documents (i) shall remain in full force and effect, (ii) shall continue to govern the relative priorities, rights, and remedies of the Prepetition Secured Parties (including the relative priorities, rights, and remedies of such parties with respect to the replacement liens, administrative expense claims, and superpriority administrative expense claims granted or the amounts payable by the Debtors under the Interim Order, this Final Order or otherwise), and (iii) shall not be deemed to be amended, altered, or modified by the terms of this Final Order or the DIP Documents unless expressly set forth herein or therein. The DIP ABL FILO Facility is deemed a "Refinancing" of the Prepetition ABL FILO Facility and shall constitute

an “ABL Facility” as each such term is used in the Intercreditor Agreement, and any repayment of the Prepetition ABL FILO Obligations pursuant to the Interim Order and reaffirmed by this Final Order shall not be deemed to constitute a “Discharge” of “ABL Obligations” (as each is defined in the Intercreditor Agreement). The DIP Term Facility is deemed a partial “Refinancing” of the Prepetition Term Facility as such term is used in the Intercreditor Agreement, and any partial repayment of the Prepetition Term Obligations pursuant to this Final Order through the DIP Term Credit Agreement shall not be deemed to constitute a “Discharge” of “Term Obligations” (as each is defined in the Intercreditor Agreement). To avoid confusion, both the DIP Term Credit Agreement and the Prepetition Term Facility shall remain outstanding following the partial refinancing of the Prepetition Term Obligations as provided hereinabove.

I. **Findings Regarding Postpetition Financing and Use of Cash Collateral.**

(i) *Request for Postpetition Financing and Use of Cash Collateral.* The Debtors seek final approval of the DIP Facilities, the incurrence of the DIP Obligations, and the use of Cash Collateral on a final basis on the terms described herein and in the DIP Documents, in each case, to administer their Chapter 11 Cases and fund their operations.

(ii) *Priming of the Prepetition Liens.* The priming of the Prepetition Liens under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Documents and as provided herein, will enable the Debtors to obtain the DIP Facilities and to continue to operate their business during the pendency of the Chapter 11 Cases, to the benefit of their estates and creditors. The Prepetition Secured Parties are entitled to receive adequate protection as set forth in this Final Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, solely to the extent of any Diminution in Value of their respective interests in the Prepetition Collateral (including Cash Collateral).

(iii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors have a need to use Cash Collateral on a final basis and to obtain credit in an amount equal to the DIP Term Loan Amount plus the ABL FILO Roll-Up Amount, pursuant to the DIP Facilities in order to, among other things, enable the orderly continuation of their operations and to administer and preserve the value of their estates. The ability of the Debtors to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise finance their operations requires the availability of working capital from the DIP Term Facility and the use of Cash Collateral, the absence of either of which would immediately and irreparably harm the Debtors, their estates, and parties-in-interest. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in the ordinary course of business without the authorization to use Cash Collateral and to borrow the DIP Term Loans.

(iv) *No Credit Available on More Favorable Terms.* The DIP Facilities are the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and continue to be unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP Facilities. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not available without

granting the DIP Agents, for the benefit of themselves and the DIP Lenders, (1) perfected security interests in and liens on (each as provided herein) the DIP Collateral, with the priorities set forth herein; (2) superpriority claims; and (3) the other protections set forth in this Final Order.

(v) *Use of Cash Collateral and Proceeds of the DIP Term Facility.* As a condition to entry into the DIP Agreements, the extension of credit under the DIP Facilities and the authorization to use the Prepetition Collateral, including Cash Collateral, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Term Facility and the Prepetition Secured Parties' Cash Collateral shall be used in a manner consistent with the terms and conditions of this Final Order and the DIP Documents and in accordance with the budget (as the same may be modified from time to time consistent with the terms of the DIP Term Documents and subject to such variances and exclusions as permitted in the DIP Term Documents, and as set forth in paragraphs 16 and 17 hereof, the "**Budget**"),<sup>5</sup> solely for the purposes set forth in the DIP Documents and this Final Order, including (a) ongoing working capital and other general corporate purposes of the Debtors; (b) permitted payment of costs of administration of the Chapter 11 Cases, including restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the U.S. Trustee and allowed professional fees and expenses of the Debtor Professionals (as defined herein) and professionals retained by the Committee, subject to the Investigation Budget Amount (as defined herein); (c) payment of such prepetition expenses as consented to by the DIP Term Agent, acting at the direction of the Required Term Lenders (as defined in the DIP Term Credit Agreement, the "**Required Term Lenders**") or otherwise permitted under the DIP Documents in accordance with the Budget (subject to Permitted Variances (as defined below)); (d) payment of interest, premiums,

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<sup>5</sup> A copy of the current Budget is attached hereto as **Schedule 1**.

fees, expenses, and other amounts (including, without limitation, legal and other professionals' fees and expenses of the DIP Agents and the DIP Lenders) owed under the DIP Documents, including those incurred in connection with the preparation, negotiation, documentation, and Court approval of the DIP Facilities whether incurred before or after the Petition Date; (e) payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth in paragraphs 12-13 hereof; and (f) payment of obligations arising from or related to the Carve-Out.

(vi) *Application of Proceeds of DIP Collateral.* As a condition to entry into the DIP Agreements, the extension of credit under the DIP Facilities, and authorization to use Cash Collateral, the Debtors, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties have agreed that as of and commencing on the date of the Interim Hearing, the Debtors shall utilize the proceeds of the DIP Collateral in accordance with the Interim Order or this Final Order, as applicable.

(vii) *Repayment of Prepetition ABL Loans.* As authorized by the Interim Order and ratified by this Final Order, the Debtors (1) repaid the Prepetition ABL Loans, together with any interest or fees due thereunder, in full in cash and cancel the associated commitments, (2) entered into the LC Cash Collateral Agreement and cash collateralized any outstanding Prepetition Letters of Credit, and (3) made termination payments in respect of any terminated prepetition hedge agreements, including the Agent Hedge Agreement. The Debtors are authorized (but not directed) to renew any letters of credit cash collateralized under the LC Cash Collateral Agreement.

(viii) *Roll-up Loans.* Without any further action by the Debtors or any other party, (x) \$100,000,000 of Prepetition Term Loans shall be converted into DIP Term Loans and (y) upon entry of the Interim Order and as ratified by this Final Order, \$275,000,000 of Prepetition FILO Term Loans, together with all accrued and unpaid interest thereon, was converted

by amendment and restatement into DIP ABL FILO Loans in accordance with the DIP ABL FILO Credit Agreement. Notwithstanding any other provision of this Final Order, the DIP Agreements or the Intercreditor Agreement to the contrary, all rights of the Prepetition Secured Parties under the Prepetition Documents shall be fully preserved. The Prepetition ABL FILO Secured Parties would not otherwise have consented to the use of their Cash Collateral, the expansion of the borrowing base, the release of reserves or the subordination of their liens to the DIP Liens without the inclusion of the DIP ABL FILO Loans in the DIP Obligations. The conversion (or “roll-up”) was authorized under the Interim Order and is reaffirmed hereunder as compensation for, in consideration for, and solely on account of, the agreement of certain Prepetition FILO Lenders to, *inter alia*, provide liquidity relief and permit access to Cash Collateral, and the agreement of certain Prepetition Term Lenders to provide new-money liquidity and permit access to Cash Collateral, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Secured Obligations. The conversion and “roll-up” of Prepetition Term Loans into DIP Term Loans and Prepetition FILO Term Loans into DIP ABL FILO Loans have and will enable the Debtors to obtain urgently needed financing that will allow them to free up liquidity to fund a reorganization process and emerge from these Chapter 11 Cases as a going concern. Because the DIP ABL FILO Loans and the DIP Term Loans are subject to the reservation of rights in paragraph 36 below, they will not prejudice the right of any party in interest.

(ix) *DIP Election Procedures*. The procedures to govern the participation of the Prepetition Term Lenders in the DIP Term Facility, as set forth in section 2.3 of the DIP Term Credit Agreement, are fair and reasonable (the “*DIP Election Procedures*”).

J. **Adequate Protection.**

(i) Subject to paragraph 12(f), the Prepetition ABL FILO Agent, for the benefit of the Prepetition ABL FILO Secured Parties, is entitled to receive adequate protection solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral, including, without limitation, the Cash Collateral. Pursuant to sections 361, 363 and 507(b) of the Bankruptcy Code, as adequate protection, subject in all respects to the Carve-Out and subject to paragraph 36 of this Final Order, the Prepetition ABL FILO Secured Parties will receive (a) solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral, ABL FILO Adequate Protection Liens (as defined below) with the relative priorities set forth on **Exhibit B** hereto and ABL FILO 507(b) Claims (as defined below); (b) current payment of reasonable and documented fees and expenses and other disbursements as set forth in paragraph 12 herein; and (c) financial and other reporting, in each case, as set forth in paragraph 12 herein.

(ii) The Prepetition Term Agents, for the benefit of the Prepetition Term Secured Parties, are entitled to receive adequate protection solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral, including, without limitation, the Cash Collateral. Pursuant to sections 361, 363 and 507(b) of the Bankruptcy Code, as adequate protection, subject in all respects to the Carve-Out and subject to paragraph 36 of this Final Order, the Prepetition Term Secured Parties will receive (a) solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral, Term Adequate Protection Liens (as defined below) with the relative priorities set forth on **Exhibit B** hereto and Term 507(b) Claims (as defined below); (b) current payment of reasonable and documented fees and expenses and other disbursements as set forth in paragraph 13 herein; and (c) financial and other reporting, in each case, as set forth in paragraph 13 herein.



K. **Sections 506(c) and 552(b).** In light of (i) the DIP Agents' and the DIP Lenders' agreement that their liens and superpriority claims shall be subject to the Carve-Out; (ii) the Prepetition Secured Parties' agreement that their respective liens and claims, including any adequate protection liens and claims, shall be subject to the Carve-Out and in certain respects subordinate to the DIP Liens (as defined below) as set forth herein; and (iii) the DIP Agents', the DIP Lenders', and the Prepetition Secured Parties' agreement to the payment (in accordance with the Budget (subject to the Permitted Variances) and subject to the terms and conditions of this Final Order and the DIP Documents) of certain expenses of administration of these Chapter 11 Cases, (a) upon entry of this Final Order, the Prepetition Secured Parties are entitled to a waiver of any "equities of the case" exception under section 552(b) of the Bankruptcy Code and (b) upon entry of this Final Order, the DIP Agents, the DIP Lenders, and, the Prepetition Secured Parties are each entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code.

L. **Good Faith of the DIP Agents and DIP Lenders and the Prepetition Secured Parties.**

(i) Based upon the pleadings and proceedings of record in the Chapter 11 Cases, (i) the extensions of credit under the DIP Facilities are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (ii) the terms and conditions of the DIP Facilities and the use of the Cash Collateral have been negotiated in good faith and at arm's length among the Debtors, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors; (iii) the use of Cash Collateral, including, without limitation, pursuant to this

Final Order, has been allowed in “good faith” within the meaning of section 364(e) of the Bankruptcy Code; (iv) any actions under the DIP Documents, including credit to be extended, loans to be made, and other financial accommodations to be extended to the Debtors, by the DIP Agents, the DIP Lenders and the Prepetition Secured Parties, including, without limitation, pursuant to this Final Order, have been allowed, advanced, extended, issued, or made, as the case may be, in “good faith” within the meaning of section 364(e) of the Bankruptcy Code by the DIP Agents, the DIP Lenders and the Prepetition Secured Parties in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (v) the DIP Facilities, the DIP Liens (as defined below), the DIP Superpriority Claims (as defined below), the Adequate Protection Liens (as defined below), and the 507(b) Claims (as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

(ii) Absent an order of this Court and the provision of Adequate Protection Obligations and Adequate Protection Liens (each as defined below), consent of the Prepetition Secured Parties is required for the Debtors’ use of Cash Collateral and other Prepetition Collateral. The Prepetition Secured Parties have consented, or are deemed pursuant to the Prepetition Documents to have consented, or have not objected, to the Debtors’ use of Cash Collateral and other Prepetition Collateral or to the Debtors’ entry into the DIP Documents in accordance with and subject to the terms and conditions in this Final Order and the DIP Documents.

M. **Immediate Entry**. Sufficient cause exists for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2).

Based upon the foregoing findings and conclusions, the Motion, and the record before the

Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. DIP Facilities Approved on Final Basis. The Motion is granted on a final basis as set forth herein. The DIP Term Facility, in an amount equal to the DIP Term Loan Amount, and the DIP ABL FILO Facility, in an amount equal to the ABL FILO Roll-Up Amount, are each hereby authorized and approved on a final basis to the extent set forth herein, and the use of Cash Collateral on a final basis is authorized, in each case subject to the terms and conditions set forth in the DIP Documents and this Final Order. All objections to this Final Order, to the extent not withdrawn, waived, settled, or resolved, are hereby denied and overruled. This Final Order shall become effective immediately upon its entry.

2. Authorization of the DIP Facilities. The DIP Facilities are hereby approved on a final basis as set forth herein. The Debtors' execution and delivery of, and continued performance under, the DIP Facilities is hereby approved on a final basis. The Debtors are expressly and immediately authorized and empowered on a final basis to incur the DIP Obligations and continue to perform under the DIP Facilities in accordance with, and subject to, the terms of this Final Order and the DIP Documents, including, without limitation, to pay the Prepetition ABL Loans in full in cash, cancel the associated commitments, cash collateralize the Prepetition Letters of Credit and to renew any such Prepetition Letters of Credit so cash collateralized, make termination payments in respect of the Agent Hedge Agreement, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facilities and the creation and perfection of the DIP Liens (as defined below). The Debtors are hereby authorized and directed to pay, in accordance with this Final

Order, the principal, interest, premiums, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and payable, without need to obtain further Court approval, whether or not such fees arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves, and to take any other actions that may be necessary or appropriate, all as provided in this Final Order or the DIP Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Final Order and the DIP Documents. The DIP Documents represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. Upon the Closing Date (as defined in the DIP Term Credit Agreement, the “*Closing Date*”), the Commitment Premium (as defined in the DIP Term Credit Agreement), the exit premium payable upon the Exit Conversion (as defined in the DIP Term Credit Agreement) as set forth in section 2.14(b) of the DIP Term Credit Agreement, and the “Backstop Premium” as defined and set forth in the Backstop Commitment Letter, were fully earned and non-refundable and shall be payable in accordance with and at the times specified in the DIP Documents. The Debtors are hereby authorized and directed to pay, in accordance with this Final Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, closing, arrangement or commitment fees (including the Commitment Premium, the Backstop Premium, and all fees and other amounts owed to the DIP Lenders), administrative agent’s fees and collateral agent’s fees (including all fees and other amounts owed to the DIP Agents), the reasonable fees and disbursements of counsel and

other professionals, whether or not such fees arose before, on, and after the Petition Date, in accordance with this Final Order or the DIP Documents.

3. Authorization to Borrow. From the entry of the Interim Order through and including the DIP Termination Date (as defined below), and subject to the terms, conditions, and limitations on availability set forth in the DIP Documents and this Final Order, the Debtors are authorized on a final basis to (a) borrow (in the form of DIP Term Loans) under the DIP Term Facility in an aggregate outstanding principal amount equal to the DIP Term Loan Amount and (b) convert by amendment and restatement and “roll-up” Prepetition FILO Term Loans into DIP ABL FILO Loans in an amount equal to the ABL FILO Roll-Up Amount.

4. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) non-material and (b) in accordance with the DIP Documents. In the case of a material amendment, modification, or supplement to the DIP Documents, the Debtors shall (i) provide notice (which may be provided through electronic mail or facsimile) to counsel to the Committee, the U.S. Trustee, the DIP Agents, and the Prepetition Agents; (ii) file with the Court; and (iii) obtain approval of the Court.

5. DIP Obligations.

(a) The DIP Documents and this Final Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “*Successor Cases*”). Upon entry of this Final Order, the DIP

Obligations will include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agents or any of the DIP Lenders, in each case, under the DIP Documents or this Final Order or secured by the DIP Liens (as defined below), including, without limitation, all principal, accrued and unpaid interest, costs, fees, expenses, and other amounts owing under the DIP Documents. The Debtors shall be jointly and severally liable for the DIP Obligations. The DIP Obligations shall be due and payable, and the use of Cash Collateral shall automatically cease, in each case, without notice or demand on the DIP Termination Date, except as provided in paragraph 25 herein and subject to the requirements of the Carve-Out. Subject to paragraph 36, as applicable, no obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens (as defined below) but excluding any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, or any other provision with respect to avoidance actions under the Bankruptcy Code or applicable state law equivalents) or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(b) Upon the closing of the DIP ABL FILO Facility, all existing cash management obligations constituting “Cash Management Obligations” under the Prepetition ABL FILO Credit Agreement and outstanding on the Petition Date were deemed Cash Management Obligations under the DIP ABL FILO Credit Agreement. All existing cash management services

constituting “Cash Management Services” under the Prepetition ABL FILO Credit Agreement, which services are being continued by order of the Court entered contemporaneously with the Interim Order or this Final Order, shall be deemed Cash Management Services under the DIP ABL FILO Credit Agreement. The payment priorities in respect of the Cash Management Obligations under the DIP ABL FILO Credit Agreement, as set forth in Section 2.21(b) thereof, shall not be modified without the consent of the holders of all Cash Management Obligations, in each case under the DIP ABL FILO Credit Agreement.

6. DIP Liens. As security for the DIP Obligations, effective immediately upon entry of the Interim Order and as ratified by this Final Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP ABL FILO Agent, for the benefit of itself and the DIP ABL FILO Lenders, and the DIP Term Agent, for the benefit of itself and the DIP Term Lenders, are hereby granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and liens on all real and personal property, whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the “*DIP Collateral*”) including, without limitation (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments (including, without limitation, promissory notes), documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock of each of Holdings’ subsidiaries, all securities accounts and security entitlements related thereto, and financial assets carried therein, and all commodity accounts and commodity contracts), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, vehicles, franchise rights, trade names, trademarks, service marks, copyrights, patents, license rights,

intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Debtors, books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software related to the foregoing, and accessions, products, rents, profits and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property interests and all proceeds of leased real property (but, for the avoidance of doubt, not such real property leases themselves); (c) actions brought under section 549 of the Bankruptcy Code to recover any post-petition transfer of DIP Collateral; (d) the proceeds of any avoidance actions other than actions referenced in clause (c) above (such actions, “*Avoidance Actions*” and Avoidance Actions against insiders of the Debtors or any non-Debtor affiliates or joint venture party of the Debtors or any non-Debtor affiliates or any joint venture involving the Debtors or their non-Debtor affiliates, collectively, “*Excluded Avoidance Actions*”) brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents (the “*Avoidance Action Proceeds*”); *provided*, that, (i) so long as the DIP Obligations remain outstanding, no liens shall attach to Avoidance Actions, and, (ii) so long as there is no event of default under the DIP Agreements, the Debtors covenant not to prosecute any Avoidance Actions other than Excluded Avoidance Actions until such time as such Avoidance Actions are sold pursuant to an order of the Bankruptcy Court or otherwise disposed of pursuant to a plan of reorganization proposed by the



Debtors with the consent of the DIP Lenders, which sale or plan of reorganization shall provide for the retirement or extinguishment of such Avoidance Actions; (e) the proceeds of any exercise of the Debtors' rights under section 506(c) and 550 of the Bankruptcy Code; and (f) all assets of the Loan Parties (including, without limitation, all equity in non-U.S. subsidiaries of the Loan Parties) that do not constitute DIP Term Priority Collateral or DIP ABL FILO Priority Collateral (each as defined below) and are not otherwise subject to valid, perfected, enforceable and unavoidable security interests or liens in existence as of the Petition Date or valid liens perfected (but not granted) after the Petition Date (to the extent such perfection in respect of a prepetition claim is expressly permitted under the Bankruptcy Code) (the "*Unencumbered Collateral*"); in each case subject and subordinate to the Carve-Out and the Permitted Prior Liens, as set forth in this Final Order and in accordance with the priorities set forth in **Exhibit B** hereto (all such liens and security interests granted to the DIP Agents, for their benefit and for the benefit of the DIP Lenders, pursuant to the Interim Order, this Final Order and the DIP Documents, the "*DIP Liens*"); *provided*, that, notwithstanding the foregoing, the DIP Collateral shall not include (and the DIP Liens shall not extend to) any "Excluded Assets" (as defined in the applicable DIP Documents).

7. DIP Lien Priority. The DIP Liens shall have the priority as set forth below and as illustrated in **Exhibit B** hereto:<sup>6</sup>

(a) pursuant to Section 364(c) of the Bankruptcy Code, the liens securing the DIP Term Facility (the "*DIP Term Liens*") shall be first-priority liens, as granted under the Interim Order and ratified hereby, on all Unencumbered Collateral, other than "Excluded Assets" (as defined in the DIP Documents), senior in priority on such Unencumbered Collateral to the liens securing the DIP ABL FILO Facility (the "*DIP ABL FILO Liens*") and the Term

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<sup>6</sup> In the event of any conflict between the text of this Final Order and the illustrative chart contained in **Exhibit B** hereof, the text of the Final Order shall control.

Adequate Protection Liens, and, subject to paragraph 12(f), the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens; *provided*, that, as to the Avoidance Action Proceeds, the DIP Term Liens, as granted under the Interim Order and ratified hereby, shall be senior to the DIP ABL FILO Liens solely to the extent of the aggregate outstanding principal amount of New Money DIP Term Loans, plus unpaid interest on, the New Money DIP Term Loans and all fees, and other expenses related thereto and arising and payable under the DIP Facility (the “***New Money DIP Term Claims***”) and *pari passu* with the DIP ABL FILO Liens to the extent of the aggregate outstanding principal amount of, plus unpaid interest on, the Term Roll-Up Amount, and all fees, and other expenses related thereto and arising and payable under the DIP Facility (the “***Roll-Up DIP Term Claims***”);

(b) pursuant to Section 364(c)(3) of the Bankruptcy Code, the DIP Term Liens shall be immediately junior, as granted under the Interim Order and ratified hereby, to any liens on all of each Loan Party’s present and future assets and properties, in each case other than the DIP Term Priority Collateral and the DIP ABL FILO Priority Collateral (each as defined below), that are subject to any validly perfected, enforceable and unavoidable security interest or lien in existence as of the Petition Date (the “***Other Encumbered Collateral***” and such security interests or liens, the “***Other Liens***”), senior in priority on such Other Encumbered Collateral to (x) the Term Adequate Protection Liens, (y) the DIP ABL FILO Liens, and (z) subject to paragraph 12(f), the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens;

(c) pursuant to Section 364(d) of the Bankruptcy Code, (i) the DIP Term Liens shall be priming first-priority liens, as granted under the Interim Order and ratified hereby, on DIP Collateral that constitutes or, but for the commencement of the Chapter 11 Cases would have constituted, Prepetition Term Priority Collateral or proceeds or products thereof (the

“*DIP Term Priority Collateral*”), in all respects senior in priority to the Prepetition Term Liens, the Term Adequate Protection Liens, the DIP ABL FILO Liens, and, subject to paragraph 12(f), the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens thereon, and (ii) the DIP ABL FILO Liens shall be priming first-priority liens, as granted under the Interim Order and ratified hereby, on DIP Collateral that constitutes, or, but for the commencement of the Chapter 11 Cases would have constituted, Prepetition ABL FILO Priority Collateral or proceeds or products thereof (the “*DIP ABL FILO Priority Collateral*”),<sup>7</sup> in all respects senior in priority to the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens, to the extent such foregoing liens are permitted pursuant to paragraph 12 below, and the DIP Term Liens, the Prepetition Term Liens and the Term Adequate Protection Liens thereon;

(d) pursuant to Bankruptcy Code Section 364(d) or other applicable law, (i) the DIP Term Liens shall be priming second-priority liens, as granted under the Interim Order and ratified hereby, upon all DIP ABL FILO Priority Collateral, in each case junior in priority to the DIP ABL FILO Liens, and, subject to paragraph 12(f), the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens, but senior in priority to the Prepetition Term Liens and the Term Adequate Protection Liens and (ii) the DIP ABL FILO Liens shall be priming second-priority liens, as granted under the Interim Order and ratified hereby, upon all DIP Term Priority Collateral, in each case junior in priority to the DIP Term Liens, the Prepetition Term Liens, and the Term Adequate Protection Liens, but senior in priority to, subject to paragraph 12(f), the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens; and

(e) other than as set forth herein (including with respect to the Carve-

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<sup>7</sup> For the avoidance of doubt, neither of the Operating Account nor the DIP Funding Account (each as defined in the DIP Term Credit Agreement), nor the 503(b)(9) Escrow Account (as defined below), shall constitute or may be deemed to constitute DIP ABL FILO Priority Collateral.

Out) or permitted under the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any Successor Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases or any Successor Cases, upon the conversion of any of the Chapter 11 Cases to any Successor Case, and/or upon the dismissal of any of the Chapter 11 Cases or Successor Cases. The DIP Liens shall not be subject to any of sections 510, 549 or 550 of the Bankruptcy Code (subject, as applicable, to the Challenge Deadline (as defined below) and related provisions set forth in paragraph 36 herein). No lien or interest avoided and preserved for the benefit of the estate pursuant to section 551 of the Bankruptcy Code shall be *pari passu* with or senior to the DIP Liens.

8. Superpriority Claims. Subject and subordinate to the Carve-Out, upon entry of the Interim Order and as ratified by this Final Order, and with respect to Avoidance Action Proceeds, subject to the limitations set forth in paragraph 6(d) hereof, the DIP Agents, on their own behalf and on behalf of the DIP Lenders, are hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority administrative expense claims in each of the Chapter 11 Cases and any Successor Cases (collectively, the “*DIP Superpriority Claims*”) for all DIP Obligations (a) with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code or any other provision of the Bankruptcy Code and (b) which shall at all times be senior to the rights of the Debtors and their estates, and any successor trustee or other estate representative to the extent permitted by law. Notwithstanding anything contained herein or in any of the DIP

Documents to the contrary, the DIP Superpriority Claims granted to (x) the DIP ABL FILO Lenders shall, at all times be in respect of any assets or property that constitute, or, but for the commencement of the Chapter 11 Cases would have constituted, DIP ABL FILO Priority Collateral, senior to the DIP Superpriority Claims granted to the DIP Term Lenders, and (y) the DIP Term Agent, on their own behalf and on behalf of the DIP Term Lenders shall, at all times be in respect of any assets or property that constitute, or, but for the commencement of the Chapter 11 Cases would have constituted, Prepetition Term Priority Collateral or proceeds or products thereof, senior to the DIP Superpriority Claims granted to the DIP ABL FILO Lenders.

9. No Obligation to Extend Credit. The DIP Lenders shall have no obligation to make any loan or advance or to issue, amend, renew, or extend any letters of credit or bankers' acceptance under the DIP Documents unless (and subject to the occurrence of the Closing Date) all of the conditions precedent to the making of such extension of credit or the issuance, amendment, renewal, or extension of such letter of credit or bankers' acceptance under the applicable DIP Documents, the Interim Order, and this Final Order, as applicable, have been satisfied in full or waived by the applicable DIP Agents in accordance with the terms of the applicable DIP Agreement.

10. Use of Proceeds of DIP Facilities.

(a) From and after the Petition Date, the Debtors shall use proceeds of borrowings under the DIP Facilities only for the purposes specifically set forth in the DIP Documents, the Interim Order, and this Final Order, as applicable, and, in each case, in compliance with the Budget (subject to any Permitted Variances (as defined in the DIP Term Credit Agreement, the “*Permitted Variances*”)) and the terms and conditions in the DIP Documents, the Interim Order, and this Final Order, as applicable.

(b) The Debtors are authorized to cash collateralize any outstanding Prepetition Letters of Credit issued under the Prepetition ABL FILO Credit Agreement pursuant to the LC Cash Collateral Agreement and in compliance with the Budget (subject to Permitted Variances).

11. Authorization to Use Cash Collateral. Subject to the terms and conditions of the DIP Documents, the Interim Order, and this Final Order, as applicable, and in accordance with the Budget (subject to the Permitted Variances), the Debtors are authorized to use Cash Collateral until the DIP Termination Date; *provided, however*, that during the Remedies Notice Period (as defined below), the Debtors may use Cash Collateral solely to meet payroll obligations and pay expenses necessary to avoid immediate and irreparable harm to the Debtors’ estates, in accordance with the Budget (subject to the Permitted Variances). Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any Debtor’s use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final Order (including with respect to the Carve-Out), the DIP Facilities, the DIP Documents, or by an order of the Court, and in accordance with the Budget (subject to the Permitted Variances).

12. Adequate Protection for the Prepetition ABL FILO Secured Parties.

Subject to the Investigation (as defined below) and paragraph 12(f), the Prepetition ABL FILO Secured Parties are entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (the “***ABL FILO Adequate Protection Obligations***”). As adequate protection, the Prepetition ABL FILO Secured Parties are hereby granted the following:

(a) ABL FILO Adequate Protection Liens. As security for the payment of the ABL FILO Adequate Protection Obligations, the Prepetition ABL FILO Agent (for itself and for the benefit of the Prepetition FILO Lenders) is hereby granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) a valid, perfected replacement security interest in and lien on all DIP Collateral, including, upon entry of the Final Order (and subject to the limitations set forth in paragraph 6(d) hereof), the Avoidance Action Proceeds (the “***ABL FILO Adequate Protection Liens***”), subject and subordinate only to (i) the Carve-Out, (ii) the Permitted Prior Liens, (iii) with respect to DIP Collateral that constitutes DIP Term Priority Collateral, the DIP Term Liens, the Prepetition Term Liens, the Term Adequate Protection Liens (as defined below), and the DIP ABL FILO Liens, (iv) with respect to the Unencumbered Collateral and the Other Encumbered Collateral, the DIP Term Liens, the Term Adequate Protection Liens, and the DIP ABL FILO Liens, and (v) with respect to DIP Collateral that constitutes DIP ABL FILO Priority Collateral, the DIP ABL FILO Liens and the Prepetition ABL FILO Liens; *provided*, that, as to the Avoidance Action Proceeds, the ABL FILO Adequate Protection Liens shall be *pari passu* with the Term Adequate Protection

Liens.

(b) ABL FILO Section 507(b) Claims. The ABL FILO Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (the “***ABL FILO 507(b) Claims***”), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code, whether incurred in these Chapter 11 Cases or in any Successor Cases, subject and subordinate only to (i) the Carve-Out and (ii) the DIP Superpriority Claims granted in favor of the DIP Obligations and *pari passu* with the Term 507(b) Claims (as defined below). Except to the extent expressly set forth in this Final Order, the Prepetition ABL FILO Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the ABL FILO 507(b) Claims unless and until the Carve-Out is funded and, other than with regard to the DIP ABL FILO Priority Collateral, all DIP Obligations shall have indefeasibly been paid in full in cash. Notwithstanding their status as ABL FILO 507(b) Claims, the ABL FILO Adequate Protection Obligations may be satisfied in a plan of reorganization confirmed in the Chapter 11 Cases in any manner set forth in such plan if holders of more than 66-2/3% in amount of the ABL FILO Adequate Protection Obligations consent to such treatment; *provided, however*, that nothing in this Final Order shall be construed as establishing that the confirmation requirements for a chapter 11 plan have been satisfied, predetermining any provision of a chapter 11 plan, or predetermining how any vote by any insider is counted with respect to a chapter 11 plan.

(c) ABL FILO Adequate Protection Payments. The Debtors are authorized and directed to pay, as adequate protection, in the form of payment in cash, solely to



the extent that any Prepetition ABL FILO Obligations remain subject to a Challenge (as defined below) pursuant to paragraph 36 hereof, all accrued and unpaid fees and reasonable and documented disbursements, including professional fees, incurred by the Prepetition ABL FILO Agent and the ad hoc group of holders of the Prepetition FILO Term Loans (the “*Ad Hoc Committee of FILO Lenders*”), whether accrued before, on, or after the Petition Date, including, without limitation, the reasonable and documented fees and expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP (“*Paul, Weiss*”), as counsel to the Ad Hoc Committee of FILO Lenders, AlixPartners LLP (“*AlixPartners*”), as financial advisor to the Ad Hoc Committee of FILO Lenders, and Landis, Rath & Cobb LLP (“*Landis*” and, together with Paul, Weiss and AlixPartners, the “*Ad Hoc FILO Committee Advisors*”), as Delaware co-counsel (excluding success or transaction fees). The payment of the fees, expenses and disbursements set forth in this paragraph (to the extent incurred after the Petition Date) shall be subject to paragraph 36 and the review process set forth in paragraph 32. To the extent the DIP ABL FILO Loans are subject to a successful Challenge in accordance with paragraph 36 hereof, interest on the ABL FILO Roll-Up Amount shall be deemed to have accrued pursuant to the Prepetition ABL FILO Documents.

(d) Information. The Debtors shall concurrently deliver to the Prepetition ABL FILO Agent and the legal and financial advisors to the Ad Hoc Committee of FILO Lenders, all information, reports, documents, and other materials that the Debtors provide to the DIP Lenders pursuant to the DIP Documents, the Interim Order, and this Final Order, subject to the confidentiality provisions contained in the Prepetition ABL FILO Credit Agreement.

(e) Nothing in this Final Order or the DIP Documents shall prejudice the rights, remedies and privileges of the Prepetition ABL FILO Agent, the Prepetition FILO Lenders, and the Prepetition ABL Lenders provided under the Bankruptcy Code or as set forth in

the Prepetition ABL FILO Documents, in either case, to the extent any payment of the Prepetition ABL FILO Obligations, including termination payments made under the Agent Hedge Agreement, as contemplated under the Interim Order, are required to be disgorged or otherwise avoided or reinstated, and all of the Prepetition ABL FILO Agent's, Prepetition FILO Lenders', and Prepetition ABL Lenders' rights and remedies under the Bankruptcy Code and the Prepetition ABL FILO Documents (including the Intercreditor Agreement) are hereby fully preserved, including their right to seek additional or further adequate protection.

(f) The provisions for adequate protection in this paragraph 12 with respect to the Prepetition ABL FILO Obligations, Prepetition ABL FILO Liens and any ABL FILO Adequate Protection Obligations, including ABL FILO Adequate Protection Liens and ABL FILO 507(b) Claims, shall be deemed satisfied and discharged (and without any further obligation to provide continuing adequate protection thereunder) upon both (x) the repayment in full of the Prepetition ABL FILO Obligations in cash and/or through the conversion into the DIP ABL FILO Loans as contemplated hereunder and (y) the expiration of the Challenge Deadline without a Challenge in respect of the Prepetition ABL FILO Obligations and/or Prepetition ABL FILO Liens being commenced (or if commenced, upon the dismissal of such Challenge, with prejudice).

13. Adequate Protection for the Prepetition Term Secured Parties. Subject to the Investigation, the Prepetition Term Secured Parties are entitled, pursuant to sections 361, 362, 363(c)(2), 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including the Cash Collateral, solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral (the "***Term Adequate Protection Obligations***", and, together with the ABL FILO Adequate Protection Obligations, the "***Adequate Protection***

**Obligations**”). As adequate protection, the Prepetition Term Secured Parties are hereby granted the following:

(a) Term Adequate Protection Liens. As security for the payment of the Term Adequate Protection Obligations, the Prepetition Term Collateral Agent (for itself and for the benefit of the Prepetition Term Lenders) is hereby granted (effective and perfected upon the date of the Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) a valid, perfected replacement security interest in and lien on all of the DIP Collateral, including Avoidance Action Proceeds (subject to the limitations set forth in section 6(d) hereof (the “**Term Adequate Protection Liens**” and, together with the ABL FILO Adequate Protection Liens, the “**Adequate Protection Liens**”), subject and subordinate only to (i) the Carve-Out, (ii) the Permitted Prior Liens, (iii) as to all DIP Collateral constituting DIP Term Priority Collateral, the DIP Term Liens and the Prepetition Term Liens, (iv) as to all DIP Collateral constituting DIP ABL FILO Priority Collateral, the DIP ABL FILO Liens, the Prepetition ABL FILO Liens, the ABL FILO Adequate Protection Liens, and the DIP Term Liens, and (v) as to the Unencumbered Collateral and the Other Encumbered Collateral, the DIP Term Liens, and the DIP ABL FILO Liens; provided, that, as to the Avoidance Action Proceeds, the Term Adequate Protection Liens shall be *pari passu* with the ABL FILO Adequate Protection Liens.

(b) Term Section 507(b) Claims. The Term Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (the “**Term 507(b) Claims**” and, together with the ABL FILO 507(b) Claims, the “**507(b) Claims**”), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation,

sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code, whether incurred in these Chapter 11 Cases or in any Successor Cases, subject and subordinate only to (i) the Carve-Out and (ii) the DIP Superpriority Claims granted in respect of the DIP Obligations, and *pari passu* with the ABL 507(b) Claims. Except to the extent expressly set forth in this Final Order, the Prepetition Term Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the Term 507(b) Claims unless and until the Carve-Out is funded and all DIP Obligations, ABL FILO Adequate Protection Obligations, and Prepetition ABL FILO Obligations shall have indefeasibly been paid in full in cash. Notwithstanding their status as Term 507(b) Claims, the Term Adequate Protection Obligations may be satisfied in a plan of reorganization confirmed in the Chapter 11 Cases in any manner set forth in such plan if holders of more than 66-2/3% in amount of the Term Adequate Protection Obligations consent to such treatment; *provided, however*, that nothing in this Final Order shall be construed as establishing that the confirmation requirements for a chapter 11 plan have been satisfied, predetermining any provision of a chapter 11 plan, or predetermining how any vote by any insider is counted with respect to a chapter 11 plan.

(c) Adequate Protection Payments. The Debtors are authorized and directed to pay, as adequate protection, in the form of payment in cash all accrued and unpaid fees and reasonable and documented disbursements incurred by the Prepetition Term Agents, their advisors, including Dorsey & Whitney LLP, as counsel, and advisors to the ad hoc group of holders of Prepetition Term Loans and Prepetition FILO Term Loans (the “*Ad Hoc Group of Crossover Lenders*” and, together with the Ad Hoc Committee of FILO Lenders, the “*Ad Hoc Committees*”), including Milbank LLP (“*Milbank*”) as counsel, Morris, Nichols, Arsht & Tunnell LLP (“*MNAT*”) as Delaware counsel, Cassels Brock & Blackwell LLP (“*Cassels*”) as Canadian counsel

and Houlihan Lokey, Inc. as financial advisor (“*Houlihan*” and, together with MNAT, Cassels and Milbank, the “*Ad Hoc Crossover Group Advisors*” and, together with the Ad Hoc FILO Committee Advisors, the “*Ad Hoc Committee Advisors*”), in each case whether accrued before, on, or after the Petition Date. The payment of the fees, expenses and disbursements set forth in this paragraph (to the extent incurred after the Petition Date) shall be subject to paragraph 36 and the review process set forth in paragraph 32.

(d) Information. The Debtors shall concurrently deliver to the Prepetition Term Agents, their legal advisors, and the legal advisors to the Ad Hoc Group of Crossover Lenders all information, reports, documents, and other material that the Debtors provide to the DIP Lenders pursuant to the DIP Documents, the Interim Order, and this Final Order, subject to the confidentiality provisions contained in the Prepetition Term Credit Agreement.

14. Adequate Protection Reservation. Subject to the Carve-Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Final Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection, subject in all respects to the terms and limitations of the Intercreditor Agreement.

15. Effect of Order on Adequate Protection. In the event that it is determined by a final order, which order shall not be subject to any appeal, stay, reversal, or vacatur, that (a) no

Diminution in Value of any Prepetition Secured Party's respective interests in the Prepetition Collateral has occurred or (b) such Prepetition Secured Party is determined to be undersecured, then a party in interest shall have the right to assert that payments on account of adequate protection pursuant to this Final Order shall be applied toward repayment of the principal amount due under the Prepetition Secured Facilities as is owing to such Prepetition Secured Party.

16. Budget Maintenance. The Debtors shall use the proceeds of all borrowings under the DIP Facilities and Cash Collateral in accordance with the Budget, subject in all respects to the Permitted Variance. The Budget annexed hereto as Schedule 1 shall constitute the current Budget. On the first Wednesday that is four (4) full weeks after the Petition Date, and on the Wednesday of each fourth week thereafter, the Debtors shall provide to the DIP Term Agent, their legal advisors, the DIP ABL FILO Agent, and the Ad Hoc Committee Advisors (a) an updated proposed rolling 13-week statement of the Debtors' anticipated cash receipts and disbursements for the subsequent 13-week period (a "**Proposed Budget**"), which Proposed Budget shall modify and supersede any prior Budget on the Wednesday of the week following the delivery of any Proposed Budget, unless prior to such date the DIP Term Agent, at the direction of the Required Term Lenders or Required Term Lenders notifies the Loan Parties in writing (which may be by email) that such Proposed Budget is not in form and substance satisfactory to the Required Term Lenders. If the DIP Term Agent, at the direction of the Required Term Lenders or Required Term Lenders deliver such notice that such Proposed Budget is not in form and substance satisfactory to the Required Term Lenders, the Budget then in effect shall continue as the then-effective Budget, and the DIP Term Lenders shall have no obligation to fund such Proposed Budget. Each Budget delivered to the DIP Term Agent and the Ad Hoc Committee Advisors shall be accompanied by such supporting documentation as reasonably requested by the Ad Hoc Committee Advisors, and

each Budget shall be prepared in good faith based upon assumptions the Debtors believe to be reasonable. A copy of the Budget shall be delivered to the legal and financial advisors to the Committee and the U.S. Trustee following such Budget's approval.

17. Budget and Reporting Compliance. The Debtors shall at all times comply with the Budget, subject to the Permitted Variances, and the Debtors shall provide all reports and other information as required in the DIP Agreements (subject to the grace periods provided therein). The Debtors' failure to comply with the Budget (subject to the Permitted Variance) or to provide the reports and other information required in the DIP Agreements shall constitute an Event of Default (as defined below), following the expiration of any applicable grace period set forth in the applicable DIP Agreement.

18. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Final Order, including, without limitation, to (a) permit the Debtors to grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and 507(b) Claims; (b) permit the Debtors to perform such acts as the DIP Agents, the Prepetition ABL FILO Agent, and the Prepetition Term Agents each may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Agents, DIP Lenders, and Prepetition Secured Parties under the DIP Documents, the DIP Facilities, and this Final Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Final Order.

19. Perfection of DIP Liens and Adequate Protection Liens. The Interim Order and this Final Order shall each be sufficient and conclusive evidence of the creation, validity,

perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agents, Prepetition ABL FILO Agent, and Prepetition Term Agents are authorized to file or record, as it in its sole discretion deems necessary or advisable, such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect its respective liens in accordance with applicable non-bankruptcy law, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver, promptly upon demand to the DIP Agents, Prepetition ABL FILO Agent, and Prepetition Term Agents, all such financing statements, mortgages, notices, and other documents as the DIP Agents, Prepetition ABL FILO Agent, or Prepetition Term Agents, as applicable, may reasonably request. Each of the DIP Agents, Prepetition ABL FILO Agent, and Prepetition Term Agents, in its discretion, may file a photocopy of the Interim Order and/or this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument, and all applicable officials are hereby directed to accept a photocopy of the Interim Order and/or this Final



Order for filing or recordation for such purpose. To the extent any of the Prepetition ABL FILO Agent or Prepetition Term Agents are the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other Prepetition Documents or is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agents shall also be deemed to be the secured party or the loss payee or additional insured, as applicable, under such documents. The Prepetition ABL FILO Agent and Prepetition Term Agents, as applicable, shall serve as agents for the DIP Agents for purposes of perfecting the DIP Liens on all DIP Collateral that is of a type such that, without giving effect to the Bankruptcy Code and this Final Order, perfection of a lien thereon may be accomplished only by possession or control by a secured party.

20. Protections of Rights of DIP Agents, DIP Lenders and Prepetition Secured Parties.

(a) Unless the DIP Agents, the Prepetition ABL FILO Agent, and the Prepetition Term Agents shall have provided their prior written consent, or all DIP Obligations and all Prepetition Secured Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash and the lending commitments under the DIP Facilities have terminated, it shall be an Event of Default under each of the DIP Agreements and this Final Order if there shall be entered in any of these Chapter 11 Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following (unless such order provides for the simultaneous satisfaction of such obligations): (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or

any portion of the DIP Collateral or the Prepetition Collateral or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, or the 507(b) Claims, except as expressly set forth in this Final Order or the DIP Documents; (ii) the use of Cash Collateral for any purpose other than as permitted in the Budget, subject to the Permitted Variances, the DIP Documents, and this Final Order; or (iii) any modification of any DIP Agent's, any DIP Lender's, or any Prepetition Secured Party's rights under this Final Order, the DIP Documents, or the Prepetition Documents with respect any DIP Obligations or Prepetition Secured Obligations.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will, whether or not the DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash, (i) maintain books, records, and accounts to the extent and as required by the DIP Documents and the Prepetition Documents (and subject to the applicable grace periods set forth therein); (ii) reasonably cooperate with, consult with, and provide to the DIP Agents and the Prepetition Agents all such information and documents that any or all of the Debtors are obligated (including upon reasonable request by any of the DIP Agents or the Prepetition Agents) to provide under the DIP Documents, the Prepetition Documents, or the provisions of this Final Order; (iii) authorize their independent certified public accountants, financial advisors, investment bankers and consultants, including Evercore Group LLC and FTI Consulting Inc. to cooperate and consult with the DIP Agents (and, so long as an Event of Default has occurred and is continuing, each DIP Lender), the Ad Hoc Committee Advisors, and the Prepetition Agents; (iv) upon reasonable advance notice, permit the DIP Agents, the DIP Lenders, and the Prepetition Agents to

visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and to discuss their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel) as and to the extent required by the DIP Documents and/or the Prepetition Documents; (v) permit the DIP Agents, the Prepetition Agents and the Ad Hoc Committee Advisors to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations, and assets; and (vi) upon reasonable advance notice, permit the DIP Agents and the Prepetition Agents to conduct, at their discretion and at the Debtors' cost and expense, field audits, collateral examinations, and liquidation valuations at reasonable times in respect of any or all of the DIP Collateral or the Prepetition Collateral, in accordance with the DIP Documents and the Prepetition Documents.

21. Credit Bidding. In connection with any sale process authorized by the Court, whether effectuated through sections 363, 725, or 1123 of the Bankruptcy Code, the DIP Agents, DIP Lenders, and the Prepetition Secured Parties may credit bid up to the full amount of the outstanding DIP Obligations or the relevant Prepetition Secured Obligations, as applicable, in each case including any accrued and unpaid interest, expenses, fees, and other obligations for their respective priority collateral (each such bid, a "***Credit Bid***") pursuant to section 363(k) of the Bankruptcy Code, subject in each case to paragraph 36 hereof, the Intercreditor Agreement, and the priorities set forth herein; *provided*, that any Credit Bid includes cash consideration sufficient to pay in full any obligations with senior liens on the collateral that is subject to the Credit Bid. Notwithstanding anything in this Order to the contrary, the Committee reserves its rights under

section 363(k) of the Bankruptcy Code and its challenge rights under paragraph 36 hereof with respect to any credit bid.

22. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with expanded powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases shall obtain credit or incur debt pursuant to sections 364(b), 364(c), 364(d) of the Bankruptcy Code in violation of the DIP Documents or this Final Order at any time prior to the indefeasible repayment in full of all DIP Obligations and the termination of the DIP Agents' and DIP Lenders' obligation to extend credit under the DIP Facilities, including subsequent to the confirmation of any plan with respect to any or all of the Debtors (if applicable), then all the cash proceeds derived from such credit or debt shall immediately be turned over to the DIP Term Agent or the DIP ABL FILO Agent, as applicable, to be applied in accordance with the Prepetition Intercreditor Agreement, this Final Order and the DIP Documents.

23. Maintenance of DIP Collateral. Until the indefeasible payment in full of all DIP Obligations, all Prepetition Secured Obligations, and the termination of the DIP Agents' and the DIP Lenders' obligation to extend credit under the DIP Facilities, the Debtors shall (a) insure the DIP Collateral as required under the DIP Facilities or the Prepetition Documents, as applicable; (b) maintain the cash management system in effect as of the Petition Date, as modified by any order entered by the Court; and (c)(i) maintain accurate records of all transfers (including intercompany transactions) within the cash management system so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date, and (ii) provide reasonable access to such records to the DIP Agents and the Ad Hoc Committee

Advisors.

24. Disposition of DIP Collateral. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral other than in the ordinary course of business without the prior written consent of the DIP Agents and the Prepetition Agents (and no such consent shall be implied, from any other action, inaction, or acquiescence by the DIP Agents, DIP Lenders, or the Prepetition Secured Parties), except as otherwise provided for in the DIP Documents or as ordered by the Court, and subject in all respects to the Intercreditor Agreement.

25. DIP Termination Date. On the DIP Termination Date (as defined below), which, for the avoidance of doubt, shall include the “Maturity Date” under each DIP Agreement, subject to the Carve-Out, (a) all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the DIP Facilities will terminate, other than as required in paragraph 36 with respect to the Carve-Out; (b) all authority to use Cash Collateral shall cease, other than as required in paragraph 36 with respect to the Carve-Out; *provided, however,* that during the Remedies Notice Period, the Debtors may use Cash Collateral solely to meet payroll obligations and pay expenses necessary to avoid immediate and irreparable harm to the Debtors’ estates, in accordance with the Budget (subject to the Permitted Variances), or as otherwise agreed by the DIP Term Agent at the direction of the Required Term Lenders; and (c) subject to paragraph 28, the DIP Agents and DIP Lenders shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Final Order.

26. Events of Default. The occurrence of any of the following events, unless waived by the DIP Term Agent, at the direction of the Required Term Lenders, and/or the DIP ABL FILO Agent (as applicable) in writing and in accordance with the terms of the applicable

DIP Agreements, shall constitute an event of default (collectively, the “*Events of Default*”) under this Final Order: (a) the failure of the Debtors to perform or comply with, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order, subject to a three-day cure period (if such failure is capable of being cured); or (b) the occurrence of an “Event of Default” under either of the DIP Agreements. Upon the indefeasible payment in full in cash of the DIP Obligations (a “*DIP Repayment*”), the foregoing Events of Default may be waived by the Prepetition Agents as set forth in the Prepetition Documents.

27. Milestones. The failure of the Debtors to comply with any of the “*Milestones*” set forth on Schedule 2 hereto (as to which any such Milestone may be extended in writing by the Required Term Lenders (in their sole and absolute discretion)) shall (a) constitute an Event of Default under (i) each of the DIP Agreements and (ii) this Final Order and, (b) subject to the expiration of the Remedies Notice Period, result in the automatic termination of the Debtors’ authority to use Cash Collateral under this Final Order, and (c) permit the DIP Agents, subject to the terms of paragraph 28, to exercise the rights and remedies provided for in this Final Order and the DIP Documents.

28. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default or the “Maturity Date” under the applicable DIP Agreement, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order of the Court, but subject to the terms of this Final Order, (a) each of the DIP Term Agent and the DIP ABL FILO Agent may declare (i) all outstanding DIP Obligations owing under the respective DIP Documents to be immediately due and payable, (ii) the termination of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the respective DIP Facilities,

(iii) termination of the respective DIP Facilities and the respective DIP Documents as to any future liability or obligation of the applicable DIP Agents and the DIP Lenders, without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the application of the Carve-Out has occurred through the delivery of the Carve-Out Trigger Notice (as defined below) to the Debtors; and (b) subject to the provisions in paragraph 25, the Prepetition Agents may declare the termination of the Debtors' ability to use Cash Collateral (any such declaration shall be referred to as a "***DIP Termination Declaration***") and the date on which a DIP Termination Declaration is delivered shall be referred to as the "***DIP Termination Date***"). A DIP Termination Declaration shall be delivered by electronic mail (or other electronic means) to counsel to the Debtors, counsel to the Committee, counsel to each of the DIP Agents (or the other DIP Agent, if made by one of the DIP Agents), counsel to each of the Ad Hoc Committees, counsel to each of the Prepetition Agents (or the other Prepetition Agent, if made by one of the Prepetition Agents), and the U.S. Trustee. The automatic stay is hereby modified so that five (5) business days after the date a DIP Termination Declaration is delivered (such five-day period, the "***Remedies Notice Period***"), the DIP Agents and the DIP Lenders shall be entitled to exercise their rights and remedies in accordance with their respective DIP Documents, as applicable, and this Final Order, subject in all respects to the Carve-Out. During the Remedies Notice Period, the Debtors and/or the Committee or any party in interest shall be entitled to seek an emergency hearing from the Court, and upon and after delivery of the DIP Termination Declaration, each DIP Agent delivering such DIP Termination Declaration shall be deemed to have consented to such emergency hearing. The Debtors hereby waive their right to and shall not be entitled to invoke section 105 of the Bankruptcy Code in an effort to restrict or preclude the DIP Agents or DIP Lenders from exercising any rights or remedies set forth in this paragraph 28 or elsewhere in the Final Order or DIP Documents. Unless the Court orders

otherwise, the automatic stay shall automatically be terminated at the end of the Remedies Notice Period without further notice or order as to the DIP Agents and the DIP Lenders. Upon the occurrence and during the continuation of an Event of Default, the DIP Agents and any liquidator or other professional will have the right to access and utilize, at no cost or expense, any trade names, trademarks, copyrights, or other intellectual property of the Debtors to the extent necessary or appropriate in order to sell, lease, or otherwise dispose of any of the DIP Collateral, including pursuant to any Court-approved sale process; *provided, however*, that the DIP Agents and the other DIP Lenders may only enter upon a leased premises of the Debtors after a DIP Termination Declaration in accordance with (i) a separate written agreement among the DIP Agents, the other DIP Lenders, and the applicable landlord for the leased premises, (ii) pre-existing rights of the DIP Agents or the other DIP Lenders under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such access to the leased premises after notice and an opportunity to be heard for the applicable landlord for the leased premises.

29. Carve-Out.

(a) As used in this Final Order, the term “*Carve-Out*” means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the notice set forth in clause (iv) below); (ii) all reasonable fees and expenses up to \$75,000 incurred by a trustee under section 726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iv) below); (iii) to the extent allowed at any time, whether by interim or final compensation order, procedural order, or otherwise, all unpaid fees and expenses (including any monthly or success or Transaction Fee (defined below) payable to estate professionals) (the “*Allowed Professional Fees*”) incurred by



persons or firms retained by the Loan Parties pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “*Debtor Professionals*”) and the Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the “*Committee Professionals*” and, together with the Debtor Professionals, the “*Professional Persons*”) at any time before or on the first business day following delivery by the DIP Term Agent or the DIP ABL FILO Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (as defined below) (the amounts set forth in clauses (i) through (iii), the “*Pre-Carve-Out Trigger Notice Cap*”); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$2,500,000 incurred after the first business day following the date of delivery by the DIP Term Agent or the DIP ABL FILO Agent of the Carve-Out Trigger Notice (such date, the “*Trigger Date*”), to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “*Post-Carve-Out Trigger Notice Cap*” and, together with the Pre-Carve-Out Trigger Notice Cap, the “*Carve-Out Cap*”); *provided*, that under no circumstances shall any success, completion, or similar fees be paid from the Carve-Out following delivery of a Trigger Notice unless such fee was earned and payable prior to the Trigger Date; *provided, further* that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in the Carve-Out Cap on any other grounds.

(b) For purposes of the foregoing, “*Carve-Out Trigger Notice*” shall mean a written notice delivered by email (or other electronic means) by the DIP Term Agent or the DIP ABL FILO Agent to each other, the Loan Parties, their lead restructuring counsel (Latham & Watkins LLP), the U.S. Trustee, counsel to the Committee, and counsel to each of the Ad Hoc Committees and the DIP Agents, which notice may be delivered following the occurrence and

during the continuation of an Event of Default (as defined herein) and acceleration of the obligations under either of the DIP Facilities, stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(c) On the day on which a Carve Out Trigger Notice is given by either DIP Agent to the Loan Parties with a copy to counsel to the Committee (the “**Termination Declaration Date**”), the Carve-Out Trigger Notice shall constitute a demand to the Loan Parties to utilize (i) first, all cash in the DIP Funding Account, and then the Operating Account, notwithstanding anything in the DIP Term Documents to the contrary, including with respect to the existence of a default or an Event of Default, the failure of the Debtors to satisfy any or all of the conditions precedent for the withdrawal of funds from the DIP Funding Account or the Operating Account, including any Milestone or entry of this Final Order, or any termination of the commitments under the DIP Term Facility, and (ii) second, to the extent the cash set forth in clause (i) is insufficient, all cash on hand as of such date and any available cash thereafter generated by the Debtors to deposit in a segregated account at the DIP Term Agent (the “**Escrow Account**”) an amount equal to the Carve-Out Cap and hold in trust to pay such amounts benefiting from the Carve-Out. On or after the Termination Declaration Date, immediately following the consummation of (A) the sale of the business as a going concern, whether in one or a series of transactions, or (B) the consummation of a plan of reorganization (in each case, a “**Consummated Transaction**”), in either case having the support of the Ad Hoc Committees, (1) the Post-Carve-Out Trigger Notice Cap shall be increased in an amount not to exceed \$4,500,000 by the Restructuring Fee or Sale Fee (as defined in the engagement letter referred to below in this clause (1)), as applicable, payable to Evercore Group L.L.C., as financial advisor of the Loan Parties (any such fee, a “**Transaction Fee**”), in accordance with that certain engagement letter, dated April 16,

2020 between Evercore Group L.L.C., Latham & Watkins LLP and GNC Holdings, Inc. in effect on the date hereof, subject to the approval of the Court, earned as a result of such Consummated Transaction, and (2) an amount equal to any such Transaction Fee, not to exceed \$4,500,000, shall be deposited in the Escrow Account and used to pay any such Transaction Fees to the extent such Transaction Fees are earned and payable and to the extent such Transaction Fees are not paid directly to the applicable Debtor Professional at the consummation of the transaction. Notwithstanding the foregoing, the Post-Carve-Out Trigger Notice Cap shall not be increased in the event of a liquidation of the assets.

(d) The funds on deposit in the Escrow Account shall only be available to satisfy the obligations set forth in the definition of Carve-Out herein, and the DIP Agents, the DIP Lenders and the Prepetition Secured Parties (x) shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of assets) of the Debtors to the extent necessary to fund the Escrow Account as provided above and (y) shall have a security interest only upon any residual amount in the Escrow Account available following satisfaction in cash in full of all obligations benefiting from the Carve-Out as further described in clause (f) below.

(e) All funds in the Escrow Account shall be used first to pay all obligations benefitting from the Pre-Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Escrow Account has not been reduced to zero, all remaining funds in the Escrow Account that are funded pursuant to paragraph 29(c) (i) out of the proceeds of DIP Term Priority Collateral or the DIP Funding Account, shall be distributed to the DIP Term Agent on account of the DIP Term Loans, and (ii) out of DIP ABL FILO Priority Collateral or proceeds thereof, shall be distributed to the DIP ABL FILO Agent on account of the

DIP ABL FILO Loans.

(f) Notwithstanding anything to the contrary in this Final Order, (i) the failure of the Escrow Account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out, and (ii) in no way shall the Budget, the Carve-Out, the Escrow Account, or any of the foregoing be construed as a cap or limitation on the amount of Allowed Professional Fees due and payable by the Debtors. None of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement. Any payment or reimbursement made on or after the occurrence of the Trigger Date in respect of any Allowed Professional Fees shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

(g) Proceeds from the DIP Facilities not to exceed the Investigation Budget Amount may be used on account of professional fees and expenses of Committee Professionals in connection with the Investigation, which obligations will benefit from the Carve-Out in an amount not to exceed the Investigation Budget Amount to the extent unpaid as of the delivery of a Carve-Out Trigger Notice.

(h) For the avoidance of doubt, if a DIP Repayment occurs or the DIP Facilities are otherwise terminated, the Final Order shall remain in full force and effect, including with respect to the Debtors' use of Cash Collateral, the Carve-Out, and all related provisions in

respect thereof, and the Prepetition Agents shall assume any rights and obligations that the DIP Agents previously had with respect to the Carve-Out.

30. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve-Out. No portion of the Carve-Out, the proceeds of any DIP Term Loans, or any Cash Collateral may be used to (or support any other party to) litigate, object to, contest or challenge in any manner or raise any defenses to the debt, collateral position, liens or claims of any of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, whether by challenging the validity, extent, amount, perfection, priority or enforceability of the indebtedness under the DIP Facilities, the Prepetition ABL FILO Credit Agreement or the Prepetition Term Credit Agreement, or the validity, extent, perfection, priority or enforceability of any mortgage, security interest or lien with respect thereto or any other rights or interests or replacement liens with respect thereto or any other rights or interests of any of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, or by seeking to subordinate or recharacterize the DIP Facilities (or amounts outstanding thereunder), the Prepetition ABL FILO Credit Agreement (or amounts outstanding thereunder) or the Prepetition Term Credit Agreement (or amounts outstanding thereunder), or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or by asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, or any of their respective officers, directors, agents, or employees; *provided, however*, that the Carve-Out and such collateral proceeds and loans under the DIP Documents may be used for allowed fees and expenses, in an amount not to exceed \$150,000 (the “*Investigation Budget Amount*”) incurred solely by the Committee, in investigating (but not prosecuting or challenging) the validity, enforceability, perfection, priority, or extent of the Prepetition Liens (the “*Investigation*”) before

the Challenge Deadline (as defined below). In addition, none of the Carve-Out, proceeds of DIP Term Loans, nor any Cash Collateral shall be used in connection with (a) preventing, hindering or delaying any of the DIP Lenders', the DIP Agents', or the Prepetition Secured Parties' enforcement or realization upon the DIP Collateral or the exercise of rights by the DIP Agents or the Prepetition Agents once an Event of Default has occurred and is continuing, (b) using or seeking to use Cash Collateral or selling or otherwise disposing of the DIP Collateral other than as provided herein, (c) using or seeking to use any insurance proceeds related to the DIP Collateral without the consent of the DIP Term Agent, the DIP ABL FILO Agent, the Prepetition ABL FILO Agent or the Prepetition Term Agents, as applicable; or (d) incurring Indebtedness (as defined in the DIP Term Credit Agreement) other than in accordance with the Budget or other than as permitted in the DIP Documents; *provided* that the foregoing limitations shall not prevent the Loan Parties and their professionals, or any other party in interest, from being heard on whether an Event of Default has occurred and is continuing.

31. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order. Based on the findings set forth in this Final Order and the record made during the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Final Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, the DIP Agents, the DIP Lenders, and Prepetition Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code. Any such modification, amendment, or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim, or priority authorized or created hereby, unless such authorization and the incurring of such debt, or the granting of such priority or lien, is stayed pending appeal.

32. Payment of Fees and Expenses. The Debtors are authorized and directed to pay all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Agents and DIP Lenders, including the Ad Hoc Committees, in connection with the DIP Facilities, as provided in the DIP Documents. Any time that professionals of the DIP Agents and the DIP Lenders, including the Ad Hoc Committees, seek payment of fees and expenses from the Debtors, each professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work-product doctrine) to the U.S. Trustee and counsel to the Committee contemporaneously with the delivery of such fee and expense statements to the Debtors. The Debtors, the Committee, or the U.S. Trustee may, within ten (10) days of receipt of a statement, dispute the payment of any portion of such invoiced fees and expenses (the “*Disputed Invoiced Fees*”) by notifying the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). If no objection is timely made to a statement, then the Debtors shall promptly pay in full in cash such invoiced fees and expenses. If an objection is timely made to a statement, the Debtors shall promptly pay in full in cash all such invoiced fees and expenses other than the Disputed Invoiced Fees. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Agents and the DIP Lenders incurred on or prior to such date without

the need for any professional engaged by either of the DIP Agents or by the DIP Lenders to first deliver a copy of its invoice as provided for herein. No attorney or advisor to either of the DIP Agents or to the DIP Lenders shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court.

33. Proofs of Claim. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases to the contrary, each of the Prepetition ABL FILO Agent and the Prepetition Term Agents is hereby authorized and entitled, in its sole discretion, to file a master proof of claim on behalf of the Prepetition ABL FILO Secured Parties and the Prepetition Term Secured Parties, as applicable, in each of the Chapter 11 Cases or Successor Cases. Any proof of claim filed by the Prepetition ABL FILO Agent or the Prepetition Term Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition ABL FILO Secured Parties or the Prepetition Term Secured Parties, respectively. The provisions of this paragraph 33 and each master proof of claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases or to assert that the amount of its claim is different from that set forth on the applicable master proof of claim. The master proofs of claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Secured Party.



34. No Direct Responsibility for Fees or Disbursements. None of the DIP Agents, the DIP Lenders or the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases. Nothing in the Interim Order, this Final Order, or otherwise shall be construed to obligate any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Loan Parties have sufficient funds to pay such compensation or reimbursement.

35. Payment of Compensation. So long as an unwaived Event of Default has not occurred, the Debtors shall be permitted to pay fees and expenses allowed and payable by final order (that has not been vacated or stayed, unless the stay has been vacated) under sections 328, 330, 331, and 363 of the Bankruptcy Code, as the same may be due and payable, in accordance with the DIP Documents and subject to the Budget.

36. Effect of Stipulations on Third Parties.

(a) *Generally.* The Stipulations shall be binding on the Debtors, any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee for any of the Loan Parties or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) in all circumstances and for all purposes. The Stipulations shall also be binding on all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, the Committee and any other person or entity acting or seeking to act on behalf of the Loan Parties' estates in all circumstances and for all purposes, unless (i) the Committee or a party in interest (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline) has timely commenced an appropriate

proceeding or contested matter required under the Bankruptcy Code and Bankruptcy Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 36) by the Challenge Deadline challenging any of the Stipulations (each such proceeding or contested matter, a “**Challenge**”) and (ii) there is entered a final non-appealable order in favor of the plaintiff in any such timely filed Challenge; *provided* that any pleadings filed in any Challenge (or in any application to extend the Challenge Deadline) shall set forth with specificity the basis for such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever, waived, released and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If any such Challenge is timely and properly filed prior to the Challenge Deadline, the Stipulations shall nonetheless remain binding and preclusive (as provided in paragraph 36(a) hereof) on the Committee and on any other person or entity, the Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Loan Parties in the Chapter 11 Cases or any Successor Cases), except to the extent that such Stipulations were expressly and successfully challenged by such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. If any such Challenge is timely and properly filed prior to the Challenge Deadline and remains pending and the Chapter 11 Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such Challenge on behalf of the Debtors’ estates; *provided* that if the Challenge Deadline has elapsed and no timely and properly filed Challenge has been commenced either before or after conversion of the Chapter 11 Cases to chapter 7 cases, or any Challenge has been resolved prior to the conversion of the Chapter 11 Cases to chapter 7 cases, the chapter 7 trustee shall be bound by the Stipulations or such resolution, as applicable; *provided further* that if a chapter 7 trustee is

appointed prior to the expiration of the Challenge Deadline, such trustee shall have until the expiration of the Challenge Deadline to commence a Challenge.

(c) The “**Challenge Deadline**” shall mean the later of (i) 60 days from the date of the formation of the Committee and (ii) as to any particular Challenge, if and only if a motion to obtain standing has been filed by a party seeking to file such Challenge prior to the occurrence of the date in the foregoing clause (i), and such motion shall (A) have attached thereto a copy of the complaint underlying such Challenge, and (B) seek an expedited hearing before the Court brought on no more than seven (7) calendar days’ notice to all parties (and subject to the Court’s calendar, an expedited hearing shall be so scheduled), then so long as the party seeking to file the Challenge utilizes good faith best efforts to expedite the resolution of such motion, to two (2) business days after the date such motion to obtain standing has been resolved by the Court by entry of an order, as such deadline may be extended (x) in writing prior to the expiration of the Challenge Deadline (which writing may be in the form of email by counsel) from time to time in the sole discretion of the Prepetition ABL FILO Agent (with respect to the Prepetition ABL FILO Liens and Prepetition ABL FILO Obligations or the adequate protection afforded to the Prepetition ABL FILO Secured Parties) and the Prepetition Term Administrative Agent (with respect to the Prepetition Term Liens and Prepetition Term Obligations or the adequate protection afforded to the Prepetition Term Secured Parties) or (y) by this Court for good cause shown upon an application for an extension filed and served by a party in interest, pursuant to an order entered prior to the expiration of the Challenge Deadline; *provided*, that an extension pursuant to the foregoing clause (y) shall only be applicable as to such party in interest and the particular Challenge set forth in such application. Nothing in this Final Order vests or confers on any entity (as defined in the Bankruptcy Code), including the Committee or any non-statutory committees

appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Stipulations, and all rights to object to such standing are expressly reserved.

(d) *Binding Effect.* To the extent no Challenge is timely and properly commenced by the Challenge Deadline, or to the extent such Challenge does not result in a final and non-appealable judgment or order that is inconsistent with any of the Stipulations, then, without further notice, motion, or application to, order of, or hearing before, this Court and without the need or requirement to file any proof of claim, the Stipulations shall, pursuant to this Final Order, become irrevocably binding on any person, entity, or party in interest in the Chapter 11 Cases, as well as their successors and assigns, and in any Successor Case for all purposes and shall not be subject to further challenge or objection. Notwithstanding anything to the contrary herein, if any Challenge is properly and timely commenced by a party in interest, the Stipulations shall nonetheless remain binding on all other parties in interest. For the avoidance of doubt, initiation of a timely and procedurally proper Challenge shall preserve the Challenge only with respect to the party initiating such Challenge (and such Challenge shall be limited to the Challenge identified with specificity prior to the expiration of the Challenge Deadline). To the extent any Challenge is timely and properly commenced and is unsuccessful, the Prepetition Secured Parties shall be entitled to, as adequate protection, payment of the related costs and expenses, including, but not limited to, reasonable and documented attorneys' fees, incurred in defending themselves against any unsuccessful Challenge.

37. No Third-Party Rights. Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

38. Section 506(c) Claims. Except to the extent of the Carve-Out, no costs or expenses of administration that have been or may be incurred in the Chapter 11 Cases at any time shall be charged against the DIP Agents, the DIP Lenders, the Prepetition ABL FILO Agent, the Prepetition FILO Lenders, the Prepetition Term Agents, the DIP Collateral, or the Prepetition Term Lenders, or the Prepetition Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the DIP Term Agent, the DIP ABL FILO Agent, the Prepetition ABL FILO Agent, or the Prepetition Term Agents, as applicable, and no such consent shall be implied from any action, inaction, or acquiescence by any party.

39. No Marshaling/Applications of Proceeds. The DIP Agents, the DIP Lenders, the Prepetition ABL FILO Agent, the Prepetition FILO Lenders, the Prepetition Term Agents, and the Prepetition Term Lenders shall at no time be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral or the Prepetition Collateral.

40. Section 552(b). The Prepetition ABL FILO Agent, the Prepetition FILO Lenders, the Prepetition Term Agents, and the Prepetition Term Lenders shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the “equities of the case” exception thereunder shall not apply to any of them.

41. DIP Released Parties. The Debtors hereby absolutely and unconditionally release and forever discharge and acquit the DIP Agents, the DIP Lenders and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns, each in such capacity (collectively, the

“*DIP Released Parties*”) from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type (in each case, arising on or prior to the date of the Final Order), whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description, in each case, arising in connection with or relating to the DIP Facilities, the DIP Liens or any of the DIP Documents; *provided*, that nothing herein shall relieve the DIP Released Parties from fulfilling their obligations under the DIP Documents and/or this Final Order.

42. Limits on Lender Liability. Nothing in the Interim Order, this Final Order, any of the DIP Documents, the Prepetition Documents, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not, solely by reason of having made loans under the DIP Facilities, authorizing the use of Cash Collateral or performing any act authorized by the DIP Documents, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended,

or any similar federal or state statute). Nothing in the Interim Order, this Final Order, or the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

43. Insurance Proceeds and Policies. As of the date of the entry of the Interim Order and to the fullest extent provided by applicable law, the DIP Agents (on behalf of the DIP Lenders), the Prepetition ABL FILO Agent (on behalf of the Prepetition FILO Lenders), and the Prepetition Term Agents (on behalf of the Prepetition Term Lenders), shall be, and shall be deemed to be, without any further action or notice, named as additional insured and loss payee on each insurance policy maintained by the Debtors that in any way relates to the DIP Collateral.

44. Joint and Several Liability. Nothing in this Final Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and all DIP Obligations in accordance with the terms hereof and of the DIP Documents.

45. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, subject to the Prepetition Documents and the Intercreditor Agreement: (a) the DIP Agents', DIP Lenders', and Prepetition Secured Parties' rights to seek any other or supplemental relief; (b) any of the rights of any of the DIP Agents, DIP Lenders, and/or the Prepetition Secured Parties under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay imposed by section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter

11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', the Committee's, or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Final Order.

46. No Waiver by Failure to Seek Relief. The failure of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Documents, the Prepetition Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties.

47. Binding Effect of Final Order. Immediately upon entry on the docket of this Court, the terms and provisions of this Final Order shall become binding upon the Debtors, the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, all other creditors of any of the Debtors, the Committee, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Chapter 11 Cases, any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case.

48. No Modification of Final Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations (other than contingent obligations with respect to then unasserted claims) have been indefeasibly paid in full in cash (such payment being without prejudice to any terms or provisions contained in the DIP Facilities which survive such discharge



by their terms), and all commitments to extend credit under the DIP Facilities have been terminated, the Debtors shall not seek or consent to, directly or indirectly, any modification, stay, vacatur, or amendment to this Final Order without the prior written consent of the DIP Agents, the Prepetition ABL FILO Agent, and the Prepetition Term Agents, and no such consent shall be implied by any action or inaction of the DIP Agents or the Prepetition Agents.

49. Continuing Effect of Intercreditor Agreement. The Debtors, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties each shall be bound by, and in all respects of the DIP Facilities shall be governed by, and be subject to all the terms, provisions, and restrictions of the Intercreditor Agreement.

50. Final Order Controls. In the event of any inconsistency between the terms and conditions of the DIP Documents and this Final Order, the provisions of this Final Order shall control.

51. Discharge. The DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such plan of reorganization, or each of the DIP Term Agent, the DIP ABL FILO Agent, the DIP Lenders, the Prepetition ABL FILO Agent, and the Prepetition Term Agents, as applicable, has otherwise agreed in writing; *provided*, that the DIP Term Loans and the DIP ABL FILO Loans shall convert into a first lien first out exit loans, subject to and in accordance with the DIP Agreements.

52. Survival. The provisions of the Interim Order, this Final Order, and any

actions taken pursuant thereto or hereto shall survive entry of any order which may be entered: (a) confirming any plan of reorganization in any of the Chapter 11 Cases; (b) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Chapter 11 Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases or any Successor Cases. The terms and provisions of this Final Order shall continue in the Chapter 11 Cases, in any Successor Cases, or following dismissal of the Chapter 11 Cases or any Successor Cases notwithstanding the entry of any orders described in clauses (a) and clauses (b)-(d) above, and all claims, liens, security interests, and other protections granted to the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties pursuant to this Final Order and/or the DIP Documents shall maintain their validity and priority as provided by this Final Order until: (i) in respect of the DIP Facilities, all the DIP Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted); and (ii) in respect of the Prepetition ABL FILO Facility, all of the Prepetition ABL FILO Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted); and (iii) in respect of the Prepetition Term Facility, all of the Prepetition Term Obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted). The terms and provisions concerning the indemnification of the DIP Agents and the DIP Lenders shall continue in the Chapter 11 Cases, in any Successor Cases, following dismissal of the Chapter 11 Cases or any Successor Cases, following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations.

53. Payments Held in Trust. Except as expressly permitted in this Final Order or the DIP Agreements, and subject to the Carve-Out, in the event that any person or entity receives

any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral, or receives any other payment with respect thereto from any other source prior to all DIP Obligations in accordance with the DIP Agreements, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Lenders and shall immediately turn over such proceeds to the DIP Term Agent or the DIP ABL FILO Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Agreements and this Final Order.

54. Replacement Agent. Notwithstanding the resignation or replacement of any collateral agent or administrative agent, including any of the Prepetition Agents, the Prepetition Liens on the Prepetition Collateral shall remain continuously and properly perfected, notwithstanding the transfer of control, possession, or title of any Prepetition Collateral to a new collateral or administrative agent.

55. Headings. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

56. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the DIP Facilities, and/or this Final Order.

57. DIP Election Procedures; Roll-Up Allocation. The DIP Election Procedures are hereby approved. The DIP Agents may, in connection with allocations of the commitments under the DIP Facilities or any other allocations contemplated to be made pursuant to the DIP Agreements, conclusively rely on, and shall have no liability whatsoever with respect to, (i) ownership information with respect to the Prepetition Secured Obligations as set forth on the Register (as defined in the Prepetition Term Credit Agreement) as of the Election Deadline (as

defined in the DIP Term Credit Agreement) and (ii) election information with respect to the DIP Election Procedures, and other instructions, provided to the DIP Agents, in respect of allocations for the “roll-up” and conversion of the Prepetition Term Loans into the DIP Term Loans.

58. Amendments to DIP Agreements. Each of the DIP Term Credit Agreement and the DIP ABL FILO Credit Agreement are hereby amended as set forth in Exhibit C, effective as of the entry of this Final Order.

59. Local Tax Authorities. Notwithstanding anything in this Final Order to the contrary, to the extent that any Texas *ad valorem* tax authority (any such authority, a “Local Texas Tax Authority”)<sup>8</sup> and the Maricopa County Treasurer (“MCT”; and together with the Local Texas Tax Authorities, the “Local Tax Authorities”) has valid, perfected, enforceable, senior and non-avoidable liens as of the Petition Date for prepetition *ad valorem* taxes arising under state law on any DIP Collateral (the “Local Tax Authority Liens”), then the DIP Liens and the Adequate Protection Liens shall not prime such Local Tax Authority Liens. To the extent any of the Debtors’ assets subject to Local Tax Authority Liens is sold, transferred, or otherwise disposed of, in each case pursuant to and in accordance with the store closing procedures authorized by the Bankruptcy Court, the Local Tax Authority Liens shall attach to the proceeds of such assets to the same extent and with the same priority as existed prior to such sale, transfer, or other disposition. All parties’ rights to object to the priority, validity, amount, and extent of the claims and liens asserted by the Local Tax Authorities are fully preserved.

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<sup>8</sup> The “Local Texas Tax Authorities” include (a) those entities represented in the objections to the Motion found at D.I. 359 and D.I. 376, and (b) the following taxing authorities: Angelina County; Bexar County; Cameron County; Cypress - Fairbanks ISD; Dallas County; Del Rio; Eagle Pass; Eagle Pass ISD; Ector CAD; El Paso; Ellis County; Fort Bend County; Frisco; Galveston County; Grayson County; Gregg County; Harlingen; Harlingen CISD; Harris County; Hidalgo County; Hunt County; Irving ISD; Jefferson County; La Porte; Matagorda County; McAllen; Montgomery County; Northwest ISD; Nueces County; Orange County; Rockwall CAD; Tarrant County; Texas City ISD; Tom Green CAD; Val Verde County; Victoria County.

60. Stub Rent. Notwithstanding anything in the DIP Documents or this Final Order to the contrary, including any Budget, upon entry of this Final Order, the Debtors are authorized and directed to pay the landlords at the rate specified under the Debtors' unexpired non-residential real property leases (the "**Landlords**") postpetition stub rent owed to such Landlords of leased non-residential real property for the period commencing on the Petition Date and ending on June 30, 2020 ("**Stub Rent**") within five (5) business days of the entry of the Final Order.

61. 503(b)(9) Escrow Account.

(a) After entry of this Final Order, the Debtors are authorized and directed to establish a segregated non-interest bearing account (the "**503(b)(9) Escrow Account**"), as security for the payment of claims against the Debtors that may be allowed under section 503(b)(9) of the Bankruptcy Code (to the extent allowed, the "**503(b)(9) Claims**"), and the Debtors shall make commercially reasonable efforts to obtain acceptable trade terms from creditors holding such claims, after which the Debtors shall pay such 503(b)(9) Claims from the proceeds of the New Money DIP Term Loans in accordance with this paragraph. On the tenth (10) business day after the entry of this Final Order, the Debtors shall deposit in the 503(b)(9) Escrow Account an amount from the proceeds of the New Money DIP Term Loans sufficient to satisfy all remaining unpaid reasonably anticipated 503(b)(9) Claims (such amount, as agreed among the Debtors and the Required Term Lenders and reasonably acceptable the Committee, and as adjusted from time to time as set forth herein, the "**503(b)(9) Estimate**"). If the amount of 503(b)(9) Claims exceeds the initial 503(b)(9) Estimate, the 503(b)(9) Estimate shall be adjusted to such new estimated amount in connection with the adoption of each new Budget in accordance with the terms hereof, and additional funds from the proceeds of New Money Term Loans shall be deposited into the 503(b)(9) Escrow Account until the amount in the 503(b)(9) Escrow Account equals the new

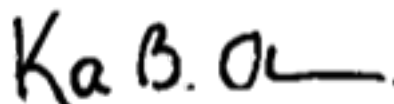
503(b)(9) Estimate. Debtors shall pay the 503(b)(9) Claims of any creditor upon the earlier of (i) obtaining acceptable trade terms from such creditor, or (ii) once a bar date relating to such 503(b)(9) Claims has been established in these Chapter 11 Cases, then upon allowance of such creditor's 503(b)(9) Claims or if the Debtors do not dispute such creditor's asserted 503(b)(9) Claim based upon a good faith evaluation thereof. To the extent the Debtors assert a *bona fide* dispute as to any 503(b)(9) Claim, then such claim may be paid on the later of (x) the second business day after such claim is allowed by the Court (or agreed to by the Debtors and such creditor), or (y) the effective date of any confirmed plan of reorganization. Subject to paragraph 61(a), the DIP Term Obligations shall be secured by properly and automatically perfected first-priority security interests in and liens on the 503(b)(9) Escrow Account and the funds therein, which security interests and liens are hereby granted.

(b) Payments from the 503(b)(9) Escrow Account shall only be made on account of allowed 503(b)(9) Claims; provided that in no event shall the amounts deposited in the 503(b)(9) Escrow Account exceed the 503(b)(9) Estimate. In the event the amount on deposit in the 503(b)(9) Escrow Account is in excess of the 503(b)(9) Estimate or if on the effective date of any confirmed plan of reorganization the amount on deposit in the 503(b)(9) Escrow Account is in excess of all allowed 503(b)(9) Claims, the Debtors shall distribute and apply the funds in accordance with the terms of this Final Order, the Prepetition Documents, and the DIP Documents, as applicable.

62. Chubb Reservation of Rights. For the avoidance of doubt, (a) to the extent ACE American Insurance Company or any of its affiliates (together, and with each of its predecessors and successors, "**Chubb**") had valid, enforceable, perfected, and non-avoidable liens and/or security interests on property (including Cash Collateral) of the Debtors as of the Petition

Date, which liens and/or security interests were senior to the liens and/or security interests of each of the Prepetition Secured Parties (collectively, the “*Chubb Liens*”), the DIP Liens shall not prime or otherwise have priority over the Chubb Liens; and (b) nothing, including the DIP Credit Agreement and/or this Final Order, alters or modifies the terms and conditions of any insurance policies or related agreements issued by Chubb.

Dated: July 21st, 2020  
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Guarantors**

GNC Holdings, Inc.  
GNC Parent LLC  
GNC Corporation  
General Nutrition Corporation  
General Nutrition Investment Company  
Lucky Oldco Corporation  
GNC Funding, Inc.  
GNC International Holdings, Inc.  
GNC Canada Holdings, Inc.  
General Nutrition Centres Company  
GNC Government Services, LLC  
GNC China Holdco, LLC  
GNC Headquarters, LLC  
Gustine Sixth Avenue Associates, Ltd.  
GNC Puerto Rico Holdings, Inc.  
GNC Puerto Rico, LLC



**Exhibit B****Lien Priority Ranking**

<b>LIEN PRIORITY ON COLLATERAL</b>	<b>DIP Term Priority Collateral</b>	<b>DIP ABL FILO Priority Collateral</b>	<b>Unencumbered Collateral (other than Avoidance Action Proceeds)</b>	<b>Avoidance Action Proceeds</b>	<b>Other Encumbered Collateral (not DIP ABL FILO Priority Collateral nor DIP Term Priority Collateral)</b>
<b>1</b>	Carve-Out	Carve-Out	Carve-Out	Carve-Out	Other Liens
<b>2</b>	DIP Term Liens	DIP ABL FILO Liens	DIP Term Liens	DIP Term Liens (to the extent of New Money DIP Term Claims)	Carve-Out
<b>3</b>	Prepetition Term Liens;  Term Adequate Protection Liens	Prepetition ABL FILO Liens;  ABL FILO Adequate Protection Liens	Term Adequate Protection Liens	DIP Term Liens (to the extent of Roll-Up DIP Term Claims)  DIP ABL FILO Liens	DIP Term Liens
<b>4</b>	DIP ABL FILO Liens	DIP Term Liens	DIP ABL FILO Liens	Term Adequate Protection Liens  ABL FILO Adequate Protection Liens	DIP ABL FILO Liens
<b>5</b>	Prepetition ABL FILO Liens;  ABL FILO Adequate Protection Liens <sup>9</sup>	Prepetition Term Liens;  Term Adequate Protection Liens	ABL FILO Adequate Protection Liens		Term Adequate Protection Liens
<b>6</b>					ABL FILO Adequate Protection Liens

<sup>9</sup> The references herein to the ABL FILO Adequate Protection Liens are in the event the “roll-up” of Prepetition FILO Term Loans is successfully challenged or not effective.

Exhibit C

Amendments to DIP Agreements

The following amendments to the DIP Term Credit Agreement are effective as of the date of this Final Order:

- Section 1.1 is hereby amended by deleting the definition of “Applicable Margin” therein and substituting in lieu thereof the following:
  - “Applicable Margin”: (a)(i) for New Money Loans that are Eurodollar Loans, 13.00% per annum, and (ii) for New Money Loans that are ABR Loans, 12.00% per annum; and (b)(i) for Roll-up Loans that are Eurodollar Loans, 11.25% per annum, and (ii) for Roll-up Loans that are ABR Loans, 10.25% per annum.
- Section 2.17 is hereby amended by (i) redesignating the second clause (a) thereof (which begins “If at any time the Administrative Agent (in consultation with the Required Lenders and the Borrower) determines ...”) as clause (b) and (ii) replacing all references in the second clause (a) thereof to “clause (a)(i) of Section 2.17” with “clause (a) of this Section 2.17”;
- Section 5.1(B)(b) is hereby amended by replacing the phrase “in form acceptable to the Required Lenders” where it appears in clause (x) thereof with the phrase “in form reasonably acceptable to the Required Lenders”;
- Section 6.3(a) is hereby amended by inserting a comma after the phrase “that are not required to be paid pursuant to Section 5.3”;
- Section 6.19 is hereby amended by replacing “\$75,000” in the proviso thereto with “\$150,000”;
- Section 9.2 is hereby amended by (i) redesignating clause (c) thereof as clause (d), (ii) redesignating clause (b) thereof as clause (c), and (iii) redesignating the second clause (a) thereof (which begins “Neither this Agreement nor any other Loan Document nor any provision hereof or thereof ...”) as clause (b); and
- Section 9.3 is hereby amended by (i) redesignating clause (c) thereof as clause (d), (ii) redesignating clause (b) thereof as clause (c), (iii) redesignating the second clause (a) thereof (which begins “The Borrower shall indemnify the Ad Hoc Committee, the Administrative Agent, each other Agent and each Lender ...”) as clause (b), and (iv) deleting the phrase “(except with respect to the Agents)” from clause (1) of the proviso to the first sentence of newly-designated clause (b) thereof.

The following amendments to the DIP ABL FILO Credit Agreement are effective as of the date of this Final Order:

- Section 6.19 is hereby amended by replacing “\$75,000” in the proviso thereto with “\$150,000”; and
- Section 6.21 is hereby amended by deleting clause (i) thereof in its entirety and substituting in lieu thereof the following: “(i) the first priority Lien created in favor of the Secured Parties (as defined in the Term Loan DIP Credit Agreement) under the Term Loan Documents and”.

**Schedule 1**

**Current DIP Budget**

GNC  
7/20 DIP Forecast  
(\$ in 000s)

Forecast Week Week Ended	Filing													Forecast Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	
	6/27/20	7/4/20	7/11/20	7/18/20	7/25/20	8/1/20	8/8/20	8/15/20	8/22/20	8/29/20	9/5/20	9/12/20	9/19/20	
<b>Emergency</b>														
<b>Receipts</b>														
Operating Receipts	\$ 23,617	\$ 20,745	\$ 22,234	\$ 21,764	\$ 24,075	\$ 25,066	\$ 20,631	\$ 20,795	\$ 29,241	\$ 24,268	\$ 25,998	\$ 25,059	\$ 24,144	\$ 307,635
GOB Proceeds	-	6,034	9,051	11,868	6,973	1,879	1,409	1,409	376	376	188	-	-	39,561
<b>Total</b>	<b>\$ 23,617</b>	<b>\$ 26,778</b>	<b>\$ 31,285</b>	<b>\$ 33,633</b>	<b>\$ 31,048</b>	<b>\$ 26,944</b>	<b>\$ 22,039</b>	<b>\$ 22,204</b>	<b>\$ 29,616</b>	<b>\$ 24,644</b>	<b>\$ 26,186</b>	<b>\$ 25,059</b>	<b>\$ 24,144</b>	<b>\$ 347,197</b>
<b>Operating Disbursements</b>														
Inventory Purchases	\$ -	\$ -	\$ (18,589)	\$ (5,430)	\$ (9,110)	\$ (5,451)	\$ (3,452)	\$ (5,252)	\$ (3,012)	\$ (4,974)	\$ (1,431)	\$ (7,183)	\$ (11,528)	\$ (75,412)
Payroll Related	(2,621)	(8,130)	(736)	(8,452)	(740)	(8,221)	(686)	(7,550)	(543)	(7,471)	(534)	(7,433)	(616)	(53,732)
Rent and Occupancy (excl. Utilities)	-	(14,591)	-	(877)	-	(13,922)	-	(795)	-	-	(12,221)	-	(791)	(43,198)
Freight	(1,492)	(1,463)	(1,463)	(1,463)	(1,338)	(1,320)	(1,320)	(1,320)	(1,320)	(1,445)	(1,463)	(1,463)	(1,463)	(18,329)
Liquidating Fees	(581)	(385)	(385)	(385)	(385)	(374)	-	-	-	-	-	-	-	(2,496)
Other Operating	(5,772)	(5,976)	(5,882)	(5,302)	(6,699)	(4,616)	(3,478)	(5,701)	(6,087)	(5,347)	(3,750)	(6,032)	(5,041)	(69,683)
<b>Total</b>	<b>\$ (10,466)</b>	<b>\$ (30,544)</b>	<b>\$ (27,055)</b>	<b>\$ (21,909)</b>	<b>\$ (18,272)</b>	<b>\$ (33,904)</b>	<b>\$ (8,935)</b>	<b>\$ (20,618)</b>	<b>\$ (10,961)</b>	<b>\$ (19,238)</b>	<b>\$ (19,400)</b>	<b>\$ (22,110)</b>	<b>\$ (19,438)</b>	<b>\$ (262,850)</b>
<b>Non-Operating Disbursements</b>														
Capital Expenditures	\$ -	\$ (255)	\$ (255)	\$ (255)	\$ (255)	\$ (255)	\$ (229)	\$ (229)	\$ (229)	\$ (229)	\$ (216)	\$ (216)	\$ (216)	\$ (2,837)
Debt Service	(526)	(3,204)	-	-	-	(2,962)	-	-	-	-	(2,962)	-	-	(9,655)
Other Non-Operating	(14,942)	-	-	-	-	-	-	-	-	-	-	-	-	(14,942)
<b>Total</b>	<b>\$ (15,467)</b>	<b>\$ (3,459)</b>	<b>\$ (255)</b>	<b>\$ (255)</b>	<b>\$ (255)</b>	<b>\$ (3,217)</b>	<b>\$ (229)</b>	<b>\$ (229)</b>	<b>\$ (229)</b>	<b>\$ (229)</b>	<b>\$ (3,179)</b>	<b>\$ (216)</b>	<b>\$ (216)</b>	<b>\$ (27,434)</b>
<b>Restructuring Related Disbursements</b>														
Professional Fees	\$ -	\$ (175)	\$ -	\$ -	\$ (878)	\$ (175)	\$ -	\$ (1,827)	\$ (2,925)	\$ -	\$ (111)	\$ (7,459)	\$ -	\$ (13,549)
Utility Deposit	-	-	(950)	-	-	-	-	-	-	-	-	-	-	(950)
Credit Card Fee Deposit	-	-	(400)	-	-	-	-	-	-	-	-	-	-	(400)
Critical Vendors	-	-	(3,000)	(2,000)	(3,000)	(2,000)	(5,000)	(5,000)	(6,000)	(5,000)	(9,000)	-	-	(40,000)
UST Fee	-	-	-	-	-	-	-	-	-	-	-	-	(250)	(250)
Exit Costs	-	-	-	-	-	-	-	-	-	-	-	-	-	(61,811)
DIP Fees	(7,200)	-	-	-	-	(2,800)	-	-	-	-	-	-	(3,000)	(13,000)
DIP Interest	-	(121)	-	-	-	(550)	-	-	-	(2,148)	-	-	(1,611)	(4,430)
<b>Total</b>	<b>\$ (7,200)</b>	<b>\$ (296)</b>	<b>\$ (4,350)</b>	<b>\$ (2,000)</b>	<b>\$ (3,878)</b>	<b>\$ (5,525)</b>	<b>\$ (5,000)</b>	<b>\$ (6,827)</b>	<b>\$ (8,925)</b>	<b>\$ (7,148)</b>	<b>\$ (9,111)</b>	<b>\$ (7,459)</b>	<b>\$ (66,672)</b>	<b>\$ (134,389)</b>
<b>Net Cash Flow</b>														
Beginning Book Cash	\$ (9,516)	\$ (7,521)	\$ (375)	\$ (9,469)	\$ (8,643)	\$ (15,703)	\$ 7,876	\$ (5,469)	\$ 9,502	\$ (1,970)	\$ (5,503)	\$ (4,726)	\$ (62,182)	\$ (77,477)
Net Cash Flow	\$ 93,920	\$ 30,000	\$ 30,000	\$ 30,000	\$ 39,469	\$ 48,112	\$ 32,409	\$ 40,284	\$ 34,815	\$ 44,317	\$ 42,347	\$ 36,843	\$ 32,117	\$ 93,920
ABL Draw / (Repayment)	(9,516)	(7,521)	(375)	9,469	8,643	(15,703)	7,876	(5,469)	9,502	(1,970)	(5,503)	(4,726)	(62,182)	(77,477)
DIP Withdrawal	(60,000)	-	-	-	-	-	-	-	-	-	-	-	-	(60,000)
DIP Interest	5,597	7,521	375	-	-	-	-	-	-	-	-	-	60,065	73,558
<b>Ending Book Cash</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 39,469</b>	<b>\$ 48,112</b>	<b>\$ 32,409</b>	<b>\$ 40,284</b>	<b>\$ 34,815</b>	<b>\$ 44,317</b>	<b>\$ 42,347</b>	<b>\$ 36,843</b>	<b>\$ 32,117</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>
Beginning ABL	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Revolver Draw / (Repayment)	(60,000)	-	-	-	-	-	-	-	-	-	-	-	-	(60,000)
<b>Ending Prepetition Revolver</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Beginning DIP Balance	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
DIP Draw / (Repayment)	30,000	-	-	-	-	70,000	-	-	-	-	-	-	-	100,000
<b>Ending DIP</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
Beginning DIP Escrow	\$ -	\$ 24,403	\$ 16,883	\$ 16,507	\$ 16,507	\$ 16,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 100,000
Plus: DIP Revolver Draw	30,000	-	-	-	-	70,000	-	-	-	-	-	-	-	100,000
Less: Withdrawal	(5,597)	(7,521)	(375)	-	-	-	-	-	-	-	-	-	(60,065)	(73,558)
<b>Ending DIP Escrow</b>	<b>\$ 24,403</b>	<b>\$ 16,883</b>	<b>\$ 16,507</b>	<b>\$ 16,507</b>	<b>\$ 16,507</b>	<b>\$ 86,507</b>	<b>\$ 86,507</b>	<b>\$ 86,507</b>	<b>\$ 86,507</b>	<b>\$ 86,507</b>	<b>\$ 86,507</b>	<b>\$ 86,507</b>	<b>\$ 26,442</b>	<b>\$ 26,442</b>
<b>Liquidity</b>														
Ending Book Cash	\$ 30,000	\$ 30,000	\$ 30,000	\$ 39,469	\$ 48,112	\$ 32,409	\$ 40,284	\$ 34,815	\$ 44,317	\$ 42,347	\$ 36,843	\$ 32,117	\$ 30,000	\$ 30,000
Less: Cash Pledged	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Amendment Defined Liquidity</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>	<b>\$ 39,469</b>	<b>\$ 48,112</b>	<b>\$ 32,409</b>	<b>\$ 40,284</b>	<b>\$ 34,815</b>	<b>\$ 44,317</b>	<b>\$ 42,347</b>	<b>\$ 36,843</b>	<b>\$ 32,117</b>	<b>\$ 30,000</b>	<b>\$ 30,000</b>

**Schedule 2**

**Milestones<sup>1</sup>**

The “Milestones” shall include each of the following (as any such milestone may be extended in writing by the Required Term Lenders (in their sole and absolute discretion), each a “*Milestone*”, collectively, the “*Milestones*”), in each case on terms and conditions, and subject to documentation (including, in all cases, forms of all applicable orders) in form and substance acceptable to the Debtors, the DIP Term Agent and Required Term Lenders in all respects:

a. as soon as reasonably practicable, but in no event later than the date that is three (3) Business Days after the entry of the Final DIP Order, the Canadian Court shall have entered the Final DIP Recognition Order;

b. as soon as reasonably practicable, but in no event later than the date that is forty-seven (47) calendar days after the filing with the Bankruptcy Court of the Disclosure Statement Motion, the Bankruptcy Court shall have entered a Disclosure Statement Order;

c. as soon as reasonably practicable, but in no event later than the date that is 120 calendar days after the Petition Date, the Bankruptcy Court shall have entered a Confirmation Order;

d. as soon as reasonably practicable, but in no event later than the date that is three (3) Business Days after the entry of the Confirmation Order, the Canadian Court shall have entered the Confirmation Recognition Order; and

e. as soon as reasonably practicable, but in no event later than the earlier of (i) twenty-one (21) calendar days after the Confirmation Date, and (ii) the date that is one-hundred and forty-one (141) calendar days after the Petition Date, the Effective Date shall occur.

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<sup>1</sup> Capitalized terms used but not defined in this Schedule 2 clause shall have the meaning provided to such terms in the Restructuring Support Agreement, dated as of June 23, 2020, among the DIP Term Borrower, the other Loan Parties party thereto, and the Prepetition Term Lenders and Prepetition ABL FILO Lenders that are “Consenting Creditors” thereunder.

**Schedule E**

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

	)	
In re:	)	Chapter 11
	)	
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 4 & 116

**FINAL ORDER ESTABLISHING CERTAIN  
NOTICE AND HEARING PROCEDURES FOR TRANSFERS OF,  
OR WORTHLESSNESS DEDUCTIONS WITH RESPECT TO, COMMON  
STOCK AND CONVERTIBLE PREFERRED STOCK OF GNC HOLDINGS, INC.**

Upon the motion [Docket No. 4] (the “*Motion*”)<sup>2</sup> of the Debtors for an order establishing certain notice and hearing procedures that must be satisfied before certain shareholders may make transfers of, or worthlessness deductions with respect to, common stock and Series A convertible preferred stock in GNC Holdings, Inc. (“*GNC*”) (respectively, the “*Common Stock*” and the “*Convertible Preferred Stock*”); and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order [Docket No. 116] entered on June 25, 2020; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, the Debtors’ estates, their creditors, and other parties in interest; and it appearing that proper and

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<sup>1</sup> 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.

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

adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby:

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein on a final basis.
2. The purchase, sale, or other transfer<sup>3</sup> of, or the taking of any worthlessness deduction with respect to, Common Stock and Convertible Preferred Stock in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a).
3. The following procedures and notices are approved and shall apply to transfers of Common Stock and Convertible Preferred Stock (the “*Equity Transfer Procedures*”):
  - (a) Any person or entity (as defined in Treasury Regulations section 1.382-3(a)) who currently is or hereafter becomes a Substantial Shareholder (as such term is defined in paragraph (e) below) must file with the Court, and serve upon (i) the Debtors and counsel for the Debtors and (ii) counsel to the Ad Hoc Group of Crossover Lenders, a notice of such status, in substantially the form attached hereto as **Exhibit 1**, on or before the later of (i) twenty (20) calendar days after entry of the Interim Order or (ii) ten (10) days after becoming a Substantial Shareholder
  - (b) At least twenty (20) calendar days prior to effectuating any transfer of Common Stock (including options to acquire Common Stock, as defined in paragraph (e) below) or Convertible Preferred Stock that would result in an increase in the amount of Common Stock or Convertible Preferred Stock beneficially owned by a Substantial Shareholder, or would result in a person or entity becoming a Substantial Shareholder, such Substantial Shareholder, person or entity must file with the Court, and serve upon the Debtors and counsel for the Debtors, an advance written notice of the intended transfer of Common Stock or Convertible Preferred Stock, in

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<sup>3</sup> For purposes of this Final Order, a “*transfer*” includes any conversion of shares of Convertible Preferred Stock into shares of Common Stock.



substantially the form attached hereto as **Exhibit 2** (each a “*Notice of Intent to Purchase, Acquire, or Otherwise Accumulate*”).

- (c) At least twenty (20) calendar days prior to effectuating any transfer of Common Stock (including options to acquire Common Stock) or Convertible Preferred Stock that would result in a decrease in the amount of Common Stock or Convertible Preferred Stock beneficially owned by a Substantial Shareholder, or would result in a person or entity ceasing to be a Substantial Shareholder, such Substantial Shareholder, person or entity must file with the Court, and serve upon the Debtors and counsel for the Debtors, an advance written notice of the intended transfer of Common Stock or Convertible Preferred Stock, in substantially the form attached to the Motion as **Exhibit 3** (each a “*Notice of Intent to Sell, Trade, or Otherwise Transfer*” and, collectively with each Notice of Intent to Purchase, Acquire, or Otherwise Accumulate, a “*Notice of Proposed Transfer*”).
- (d) The Debtors shall have fifteen (15) calendar days after receipt of a Notice of Proposed Transfer, and after consultation with the Ad Hoc Group of Crossover Lenders, to file with the Court and serve upon such Substantial Shareholder, person or entity an objection to any proposed transfer of Common Stock or Convertible Preferred Stock described in the Notice of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors file an objection, such transfer would not be effective unless approved by a final and non-appealable order of the Court. If the Debtors do not object within such 15-day period, such transfer shall be permitted to proceed solely as set forth in the Notice of Proposed Transfer. Further transfers within the scope of this paragraph (d) shall be the subject of additional notices as set forth herein, with additional 15-day waiting periods.
- (e) For purposes of these procedures: (i) a “*Substantial Shareholder*” is any person or entity that beneficially owns in excess of: (A) 4,018,926 shares of Common Stock (representing approximately 4.75% of all issued and outstanding shares of Common Stock); (B) 14,247 shares of Convertible Preferred Stock (representing approximately 4.75% of all issued and outstanding shares of Convertible Preferred Stock); or (C) 4.75% of all issued and outstanding shares of stock of GNC, based on value, taking into account all shares of Common Stock and Convertible Preferred Stock owned by such person or entity, (ii) “*beneficial ownership*” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Internal Revenue Code of 1986, as

amended (the “*Tax Code*”), Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (A) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (B) ownership by such holder’s family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (C) ownership of shares which such holder has an option to acquire, and (iii) an “*option*” to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any purchase, sale, or other transfer of beneficial ownership of Common Stock or Convertible, including options to acquire Common Stock, or Convertible Preferred Stock in violation of these procedures shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a).

4. The following restrictions shall apply to taking worthlessness deductions, for income tax purposes, with respect to Common Stock and Convertible Preferred Stock (the “*Worthless Stock Deduction Procedures*”):

- (a) Any person or entity that currently is or becomes a 50-percent Shareholder (as such term is defined in paragraph (d) below) must file with the Court, and serve upon (i) the Debtors and counsel for the Debtors and (ii) counsel to the Ad Hoc Group of Crossover Lenders, a notice of such status, in substantially the form attached hereto as **Exhibit 4**, on or before the later of (i) twenty (20) calendar days after entry of this Interim Order or (ii) ten (10) days after becoming a 50-percent Shareholder
- (b) At least twenty (20) calendar days prior to filing any income tax return, or any amendment to such a return, taking any worthlessness deduction with respect to Common Stock or Convertible Preferred Stock for a tax year ending before the Debtors’ emergence from chapter 11 protection, such 50-percent Shareholder must file with the Court, and serve upon (i) the Debtors and counsel for the Debtors

and (ii) counsel to the Ad Hoc Group of Crossover Lenders, an advance written notice of the intended worthlessness deduction, in substantially the form attached hereto as **Exhibit 5** (each a “**Notice of Intent to Take a Worthless Stock Deduction**”).

- (c) The Debtors shall have fifteen (15) calendar days after receipt of a Notice of Intent to Take a Worthless Stock Deduction, and after consultation with the Ad Hoc Group of Crossover Lenders, to file with the Court and serve upon such 50-percent Shareholder an objection to any proposed worthlessness deduction described in the Notice of Intent to Take a Worthless Stock Deduction on the grounds that such deduction might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors file an objection, the filing of the income tax return with such deduction would not be permitted or effective unless approved by a final and non-appealable order of the Court. If the Debtors do not object within such 15-day period, the filing of the income tax return with such deduction shall be permitted as set forth in the Notice of Intent to Take a Worthless Stock Deduction. Additional income tax returns within the scope of this paragraph (c) shall be the subject of additional notices as set forth herein, with additional 15-day waiting periods.
- (d) For purposes of these procedures: (i) a “**50-percent Shareholder**” is any person or entity that at any time during the three-year period ending on the Petition Date has had beneficial ownership of 50% or more of Common Stock or Convertible Preferred Stock or is otherwise considered a 50-percent shareholder of GNC within the meaning of Section 382(g)(4)(D) of the Tax Code and the applicable Treasury Regulations thereunder; (ii) “**beneficial ownership**” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Tax Code, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (A) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (B) ownership by such holder’s family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (C) ownership of shares which such holder has an option to acquire, and (iii) an “**option**” to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar

interest, regardless of whether it is contingent or otherwise not currently exercisable.

- (e) In the event that a 50-percent Shareholder takes a worthlessness deduction with respect to GNC stock in violation of these procedures, such worthlessness deduction shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a), and such 50-percent Shareholder shall be required to file an amended income tax return, as applicable, revoking such worthlessness deduction.

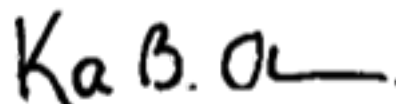
5. The Debtors may waive, in writing and in their sole and absolute discretion, any and all restrictions, stays, and notification procedures contained in this Final Order, including those set forth in the Interim Order.

5. The requirements set forth in this Final Order are in addition to the requirements of Bankruptcy Rules 3001 and 3002 and all applicable securities, corporate and other laws, and do not waive compliance or excuse non-compliance therewith.

6. The terms and conditions of this Final Order shall be immediately effective and enforceable upon its entry.

7. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Final Order.

**Dated: July 21st, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**EXHIBIT 1**

**Notice of Status as a Substantial Shareholder**

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

In re:	)	
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Chapter 11
Debtors. <sup>1</sup>	)	Case No. 20-11662 (KBO)
	)	Re: Docket Nos. 4, 116, and ____

**NOTICE OF STATUS AS A SUBSTANTIAL SHAREHOLDER**

**PLEASE TAKE NOTICE** that [Name of Substantial Shareholder] [is/has become] a Substantial Shareholder<sup>2</sup> with respect to the common stock and/or Series A convertible preferred stock in GNC Holdings, Inc. ("*GNC*") (respectively, the "*Common Stock*" and the "*Convertible Preferred Stock*"), a debtor and debtor in possession in Case No. 20-11662 (KBO) pending in the United States Bankruptcy Court for the District of Delaware (the "*Bankruptcy Court*").

**PLEASE TAKE FURTHER NOTICE** that, as of [Date], [Name of Substantial Shareholder] beneficially owns [ ] shares of Common Stock and/or [ ] shares of Convertible

<sup>1</sup> 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.

<sup>2</sup> For purposes of these procedures: (a) a "*Substantial Shareholder*" is any person or entity that beneficially owns in excess of: (A) 4,018,926 shares of Common Stock (representing approximately 4.75% of all issued and outstanding shares of Common Stock); (B) 14,247 shares of Convertible Preferred Stock (representing approximately 4.75% of all issued and outstanding shares of Convertible Preferred Stock); or (C) 4.75% of all issued and outstanding shares of stock of GNC, based on value, taking into account all shares of Common Stock and Convertible Preferred Stock owned by such person or entity, (b) "*beneficial ownership*" of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Internal Revenue Code of 1986, as amended, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by such holder's family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (iii) ownership of shares which such holder has an option to acquire, and (c) an "*option*" to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

Preferred Stock. The following table sets forth the date(s) on which [Name of Substantial Shareholder] acquired or otherwise became the beneficial owner of such Common Stock and/Convertible Preferred Stock:

Type of Shares (Common Stock / Convertible Preferred Stock)	Number of Shares	Date Acquired

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of [Name of Substantial Shareholder] is [\_\_\_\_\_].

**PLEASE TAKE FURTHER NOTICE** that, under penalties of perjury, [Name of Substantial Shareholder] hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments that purport to be part of this Notice, are true, correct, and complete in all respects.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Final Order Establishing Certain Notice and Hearing Procedures for Transfers of, or Worthlessness Deductions With Respect to, Common Stock and Convertible Preferred Stock of GNC Holdings, Inc.*, this Notice is being (a) filed with the Bankruptcy Court, 824 Market Street, Wilmington, Delaware, 19801 and (b) served upon (i) the Debtors, GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn.: Matthew Milanovich, (ii) counsel for the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman, and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel, and (iii) counsel to the Ad Hoc Group of Crossover Lenders, Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny.

[Name of Substantial Shareholder]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT 2**

**Notice of Intent to Purchase, Acquire, or Otherwise Accumulate**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

		)		
In re:		)	Chapter 11	
GNC HOLDINGS, INC., <i>et al.</i> ,		)	Case No. 20-11662 (KBO)	
Debtors. <sup>1</sup>		)	Re: Docket Nos. 4, 116, and ____	

**NOTICE OF INTENT TO PURCHASE, ACQUIRE, OR OTHERWISE ACCUMULATE**

**PLEASE TAKE NOTICE** that [Name of Prospective Acquirer] hereby provides notice of its intention to purchase, acquire, or otherwise accumulate<sup>2</sup> one or more shares of the common stock (the “*Common Stock*”), or an option with respect thereto, or Series A convertible preferred stock (the “*Convertible Preferred Stock*”) (the “*Proposed Transfer*”) of GNC Holdings, Inc. (“*GNC*”), a debtor and debtor in possession in Case No. 20-11662 (KBO) pending in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on [Prior Date(s)], [Name of Prospective Acquirer] filed a Notice of Status as a Substantial Shareholder<sup>3</sup> with the Bankruptcy Court and served copies thereof on the Debtors and counsel for the Debtors.

<sup>1</sup> 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.

<sup>2</sup> For purposes of this Notice, “*purchase, acquire, or otherwise accumulate*” includes any conversion of shares of Convertible Preferred Stock into shares of Common Stock.

<sup>3</sup> For purposes of these procedures: (a) a “*Substantial Shareholder*” is any person or entity that beneficially owns in excess of: (A) 4,018,926 shares of Common Stock (representing approximately 4.75% of all issued and outstanding shares of Common Stock); (B) 14,247 shares of Convertible Preferred Stock (representing approximately 4.75% of all issued and outstanding shares of Convertible Preferred Stock); or (C) 4.75% of all issued and outstanding shares of stock of GNC, based on value, taking into account all shares of Common Stock and Convertible Preferred Stock owned by such person or entity, (b) “*beneficial ownership*” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Internal Revenue Code of 1986, as amended, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be

**PLEASE TAKE FURTHER NOTICE** that [Name of Prospective Acquirer] currently beneficially owns [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Proposed Transfer, [Name of Prospective Acquirer] proposes to purchase, acquire, or otherwise accumulate [ ] shares of the Common Stock, or an option with respect to [ ] shares of the Common Stock, and/or [ ] shares of the Convertible Preferred Stock. If the Proposed Transfer is permitted to occur, [Name of Prospective Acquirer] will beneficially own [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock after the transfer becomes effective.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of [Name of Prospective Acquirer] is [\_\_\_\_\_].

**PLEASE TAKE FURTHER NOTICE** that, under penalties of perjury, [Name of Prospective Acquirer] hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments that purport to be part of this Notice are true, correct and complete in all respects.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Final Order Establishing Certain Notice and Hearing Procedures for Transfers of, or Worthlessness Deductions With Respect to, Common Stock and Convertible Preferred Stock of GNC Holdings, Inc.*, this Notice is being (a) filed with the Bankruptcy Court, 824 Market Street, Wilmington, Delaware, 19801 and (b) served upon (i) the Debtors, GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn.: Matthew Milanovich, and (ii) counsel for the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman, and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have fifteen (15) days after receipt of this Notice to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will not be effective unless approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 15-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in the Notice.

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considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by such holder's family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (iii) ownership of shares which such holder has an option to acquire, and (c) an "*option*" to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

**PLEASE TAKE FURTHER NOTICE** that any further transactions contemplated by [Name of Prospective Acquirer] that may result in [Name of Prospective Acquirer] purchasing, acquiring or otherwise accumulating additional shares of the Common Stock (or an option with respect thereto) or the Convertible Preferred Stock will each require an additional notice filed with the Court to be served in the same manner as this Notice.

[Name of Prospective Acquirer]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 3**

**Notice of Intent to Sell, Trade, or Otherwise Transfer**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	
	)	Re: Docket Nos. 4, 116, and ____

**NOTICE OF INTENT TO SELL, TRADE, OR OTHERWISE TRANSFER**

**PLEASE TAKE NOTICE** that [Name of Prospective Seller] hereby provides notice of its intention to sell, trade, or otherwise transfer<sup>2</sup> shares of the common stock (the “*Common Stock*”), or an option with respect thereto, or Series A convertible preferred stock (the “*Convertible Preferred Stock*”) (the “*Proposed Transfer*”) of GNC Holdings, Inc. (“*GNC*”), a debtor and debtor in possession in Case No. 20-11662 (KBO) pending in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on [Prior Date(s)], [Name of Prospective Seller] filed a Notice of Status as a Substantial Shareholder<sup>3</sup> with the Bankruptcy Court and served copies thereof on the Debtors and counsel for the Debtors.

<sup>1</sup> 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.

<sup>2</sup> For purposes of this Motion, “*sell, trade, or otherwise transfer*” includes any conversion of shares of Convertible Preferred Stock into shares of Common Stock.

<sup>3</sup> For purposes of these procedures: (a) a “*Substantial Shareholder*” is any person or entity that beneficially owns in excess of: (A) 4,018,926 shares of Common Stock (representing approximately 4.75% of all issued and outstanding shares of Common Stock); (B) 14,247 shares of Convertible Preferred Stock (representing approximately 4.75% of all issued and outstanding shares of Convertible Preferred Stock); or (C) 4.75% of all issued and outstanding shares of stock of GNC, based on value, taking into account all shares of Common Stock and Convertible Preferred Stock owned by such person or entity, (b) “*beneficial ownership*” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Internal Revenue Code of 1986, as amended, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be

**PLEASE TAKE FURTHER NOTICE** that [Name of Prospective Seller] currently beneficially owns [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Proposed Transfer, [Name of Prospective Seller] proposes to sell, trade, or otherwise transfer [ ] shares of the Common Stock, or an option with respect to [ ] shares of the Common Stock, and/or [ ] shares of the Convertible Preferred Stock. If the Proposed Transfer is permitted to occur, [Name of Prospective Seller] will beneficially own [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock after the transfer becomes effective.

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of [Name of Prospective Seller] is [ ].

**PLEASE TAKE FURTHER NOTICE** that, under penalties of perjury, [Name of Prospective Seller] hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments that purport to be part of this Notice are true, correct and complete in all respects.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Final Order Establishing Certain Notice and Hearing Procedures for Transfers of, or Worthlessness Deductions With Respect to, Common Stock and Convertible Preferred Stock of GNC Holdings, Inc.*, this Notice is being (a) filed with the Bankruptcy Court, 824 Market Street, Wilmington, Delaware, 19801 and (b) served upon (i) the Debtors, GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn.: Matthew Milanovich, and (ii) counsel for the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman, and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have fifteen (15) days after receipt of this Notice to object to the Proposed Transfer described herein. If the Debtors file an objection, such Proposed Transfer will not be effective unless approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 15-day period, then after expiration of such period the Proposed Transfer may proceed solely as set forth in the Notice.

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considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by such holder's family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (iii) ownership of shares which such holder has an option to acquire, and (c) an "*option*" to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

**PLEASE TAKE FURTHER NOTICE** that any further transactions contemplated by [Name of Prospective Seller] that may result in [Name of Prospective Seller] selling, trading, or otherwise transferring shares of the Common Stock (or an option with respect thereto) or the Convertible Preferred Stock will each require an additional notice filed with the Bankruptcy Court to be served in the same manner as this Notice.

[Name of Prospective Seller]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT 4**

**Notice of Status as a 50-percent Shareholder**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	
	)	Re: Docket Nos. 4, 116, and ____

**NOTICE OF STATUS AS A 50-PERCENT SHAREHOLDER**

**PLEASE TAKE NOTICE** that [Name of 50-percent Shareholder] [is/has become] a 50-percent Shareholder<sup>2</sup> with respect to the common stock (the “*Common Stock*”) and/or Series A convertible preferred stock (the “*Convertible Preferred Stock*”) of GNC Holdings, Inc. (“*GNC*”), a debtor and debtor in possession in Case No. 20-11662 (KBO) pending in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

**PLEASE TAKE FURTHER NOTICE** that, as of [Date], [Name of 50-percent Shareholder] beneficially owns [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock. The following table sets forth the date(s) on which [Name of 50-

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<sup>1</sup> 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.

<sup>2</sup> For purposes of these procedures: (a) a “*50-percent Shareholder*” is any person or entity that at any time during the three-year period ending on the Petition Date has had beneficial ownership of 50% or more of the Common Stock or Convertible Preferred Stock or is otherwise considered a 50-percent shareholder of GNC within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended (the “*Tax Code*”) and the applicable Treasury Regulations thereunder; (b) “*beneficial ownership*” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Tax Code, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by such holder’s family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (iii) ownership of shares which such holder has an option to acquire, and (c) an “*option*” to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

percent Shareholder] acquired or otherwise became the beneficial owner of such Common Stock and/or Convertible Preferred Stock:

Type of Shares (Common Stock / Convertible Preferred Stock)	Number of Shares	Date Acquired

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of [Name of 50-percent Shareholder] is [\_\_\_\_\_].

**PLEASE TAKE FURTHER NOTICE** that, under penalties of perjury, [Name of 50-percent Shareholder] hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments that purport to be part of this Notice are true, correct, and complete in all respects.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Final Order Establishing Certain Notice and Hearing Procedures for Transfers of, or Worthlessness Deductions With Respect to, Common Stock and Convertible Preferred Stock of GNC Holdings, Inc.*, this Notice is being (a) filed with the Bankruptcy Court, 824 Market Street, Wilmington, Delaware, 19801 and (b) served upon (i) the Debtors, GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn.: Matthew Milanovich, (ii) counsel for the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman, and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel, and (iii) counsel to the Ad Hoc Group of Crossover Lenders, Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny.

[Name of 50-percent Shareholder]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 5**

**Notice of Intent to Take a Worthless Stock Deduction**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	
	)	Re: Docket Nos. 4, 116, and ____

**NOTICE OF INTENT TO TAKE A WORTHLESS STOCK DEDUCTION**

**PLEASE TAKE NOTICE** that [Name of Prospective Claimant] hereby provides notice of its intention to take a worthlessness deduction (the “**Proposed Worthless Claim**”) with respect to shares of the common stock (the “**Common Stock**”) and/or Series A convertible preferred stock (the “**Convertible Preferred Stock**”) of GNC Holdings, Inc. (“**GNC**”), a debtor and debtor in possession in Case No. 20-11662 (KBO) pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

**PLEASE TAKE FURTHER NOTICE** that, if applicable, on [Prior Date(s)], [Name of Prospective Claimant] filed a Notice of Status as a 50-percent Shareholder<sup>2</sup> with the Bankruptcy Court and served copies thereof on the Debtors and counsel for the Debtors.

<sup>1</sup> 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.

<sup>2</sup> For purposes of these procedures: (a) a “**50-percent Shareholder**” is any person or entity that at any time during the three-year period ending on the Petition Date has had beneficial ownership of 50% or more of the Common Stock or Convertible Preferred Stock or is otherwise considered a 50-percent shareholder of GNC within the meaning of Section 382(g)(4)(D) of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”) and the applicable Treasury Regulations thereunder; (b) “**beneficial ownership**” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Tax Code, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (i) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (ii) ownership by such holder’s family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (iii) ownership of shares which such holder has an option to acquire, and (c) an “**option**” to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt,

**PLEASE TAKE FURTHER NOTICE** that [Name of Prospective Claimant] currently beneficially owns [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Proposed Worthless Claim, [Name of Prospective Claimant] proposes to declare for income tax purposes that [ ] shares of the Common Stock and/or [ ] shares of the Convertible Preferred Stock became worthless during the tax year ending [ ].

**PLEASE TAKE FURTHER NOTICE** that the taxpayer identification number of [Name of Prospective Claimant] is [ ].

**PLEASE TAKE FURTHER NOTICE** that, under penalties of perjury, [Name of Prospective Claimant] hereby declares that it has examined this Notice and accompanying attachments (if any), and, to the best of its knowledge and belief, this Notice and any attachments that purport to be part of this Notice are true, correct and complete in all respects.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to that certain *Final Order Establishing Certain Notice and Hearing Procedures for Transfers of, or Worthlessness Deductions With Respect to, Common Stock and Convertible Preferred Stock of GNC Holdings, Inc.* (the “**Order**”), this Notice is being (a) filed with the Bankruptcy Court, 824 Market Street, Wilmington, Delaware, 19801 and (b) served upon (i) the Debtors, GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn.: Matthew Milanovich, and (ii) counsel for the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman, and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order, [Name of Prospective Claimant] acknowledges that it is enjoined from filing an income tax return with respect to the Proposed Worthless Claim unless and until [Name of Prospective Claimant] complies with the procedures set forth in the Order, but the undersigned 50-percent Shareholder otherwise reserves all rights regarding the Order or the motion granted prior thereto.

**PLEASE TAKE FURTHER NOTICE** that the Debtors have fifteen (15) days after receipt of this Notice to object to the Proposed Worthless Claim described herein. If the Debtors file an objection, such Proposed Worthless Claim will not be permitted or effective unless approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 15-day period, then after expiration of such period the Proposed Worthless Claim may proceed solely as set forth in this Notice.

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put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

**PLEASE TAKE FURTHER NOTICE** that any further transactions contemplated by [Name of Prospective Claimant] that may result in [Name of Prospective Claimant] filing an income tax return with respect to a Proposed Worthless Claim will each require an additional notice filed with the Court to be served in the same manner as this Notice.

[Name of Prospective Claimant]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT H**

**Notice of Order**



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

<p>In re:</p> <p>GNC HOLDINGS, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.<sup>1</sup></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 20-11662 (KBO)</p> <p>Re: Docket Nos. 4, 116, and ____</p>
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**NOTICE OF (I) NOTIFICATION PROCEDURES APPLICABLE TO  
SUBSTANTIAL SHAREHOLDERS AND 50-PERCENT SHAREHOLDERS OF GNC  
HOLDINGS, INC. COMMON STOCK AND CONVERTIBLE PREFERRED STOCK,  
(II) NOTIFICATION AND HEARING PROCEDURES FOR TRANSFERRING  
GNC HOLDINGS, INC. COMMON STOCK AND CONVERTIBLE PREFERRED  
STOCK, (III) NOTIFICATION AND HEARING PROCEDURES FOR TAKING A  
WORTHLESSNESS DEDUCTION WITH RESPECT TO GNC HOLDINGS, INC.  
COMMON STOCK AND CONVERTIBLE PREFERRED STOCK, AND  
(IV) ALLOWING A HEARING ON THE PROSPECTIVE APPLICATION THEREOF**

**TO: CERTAIN PERSONS OR ENTITIES WITH COMMON STOCK AND  
CONVERTIBLE PREFERRED STOCK IN GNC HOLDINGS, INC.**

**PLEASE TAKE NOTICE** that on June 23, 2020 (the “*Petition Date*”), GNC Holdings, Inc. (“*GNC*”) and its above-captioned affiliates (collectively, the “*Debtors*”), commenced chapter 11 cases (the “*Chapter 11 Cases*”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended (the “*Bankruptcy Code*”). Subject to certain exceptions, Bankruptcy Code Section 362 operates as a stay of any act to obtain possession of property of the Debtors’ estates or to exercise control over property of the Debtors’ estates.

**PLEASE TAKE FURTHER NOTICE** that on June 24, 2020, the Debtors filed a motion seeking entry of an order pursuant to Bankruptcy Code Sections 105(a), 362(a)(3), and 541 establishing certain notice and hearing procedures that must be satisfied before certain

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<sup>1</sup> 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.

shareholders may make transfers of, or take worthlessness deductions with respect to, common stock and Series A convertible preferred stock in GNC (respectively, the “**Common Stock**” and the “**Convertible Preferred Stock**”) (the “**Motion**”).

**PLEASE TAKE FURTHER NOTICE** that on \_\_\_\_\_, 2020, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered a final order approving the procedures set forth in the Motion and below order to preserve the Debtors’ ability to fully utilize their Tax Attributes (as defined in the Motion) pursuant to Bankruptcy Code Sections 105(a), 362(a)(3), and 541 (the “**Final Order**”). Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Final Order, unless otherwise stated. Any purchase, sale, or other transfer of, or the taking of any worthlessness deduction with respect to, Common Stock and Convertible Preferred Stock in violation of the procedures set forth below shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Final Order, the following procedures shall apply to owning and transferring Common Stock and Convertible Preferred Stock (the “**Equity Transfer Procedures**”):<sup>2</sup>

- (a) Any person or entity (as defined in Treasury Regulations Section 1.382-3(a)) who currently is or hereafter becomes a Substantial Shareholder (as such term is defined in paragraph (e) below) must file with the Bankruptcy Court, and serve upon (i) the Debtors and counsel for the Debtors and (ii) counsel to the Ad Hoc Group of Crossover Lenders, a notice of such status (each a “**Notice of Status as a Substantial Shareholder**”) on or before the later of (i) twenty (20) calendar days after entry of the Interim Order or (ii) ten (10) days after becoming a Substantial Shareholder.
- (b) At least twenty (20) calendar days prior to effectuating any transfer<sup>3</sup> of Common Stock (including options to acquire Common Stock, as defined in paragraph (e) below) or Convertible Preferred Stock that would result in an increase in the amount of Common Stock or Convertible Preferred Stock beneficially owned by a Substantial Shareholder, or would result in a person or entity becoming a Substantial Shareholder, such Substantial Shareholder, person or entity must file with the Bankruptcy Court, and serve upon the Debtors and counsel for the Debtors, an advance written notice of the intended transfer of Common Stock or Convertible Preferred Stock (each a “**Notice of Intent to Purchase, Acquire, or Otherwise**”).

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<sup>2</sup> This summary is qualified in its entirety by reference to the provisions of the Final Order. To the extent any inconsistency exists between this Notice and the Final Order, the terms of the Final Order shall govern and control.

<sup>3</sup> For purposes of this Notice, a “**transfer**” includes any conversion of shares of Convertible Preferred Stock into shares of Common Stock.

*Accumulate*”).

- (c) At least twenty (20) calendar days prior to effectuating any transfer of Common Stock (including options to acquire Common Stock) or Convertible Preferred Stock that would result in a decrease in the amount of Common Stock or Convertible Preferred Stock beneficially owned by a Substantial Shareholder, or would result in a person or entity ceasing to be a Substantial Shareholder, such Substantial Shareholder, person or entity must file with the Bankruptcy Court, and serve upon the Debtors and counsel for the Debtors, an advance written notice of the intended transfer of Common Stock or Convertible Preferred Stock (each a “**Notice of Intent to Sell, Trade, or Otherwise Transfer**” and, collectively with each Notice of Intent to Purchase, Acquire, or Otherwise Accumulate, a “**Notice of Proposed Transfer**”).
- (d) The Debtors shall have fifteen (15) calendar days after receipt of a Notice of Proposed Transfer, and after consultation with the Ad Hoc Group of Crossover Lenders, to file with the Bankruptcy Court and serve upon such Substantial Shareholder, person or entity an objection to any proposed transfer of Common Stock or Convertible Preferred Stock described in the Notice of Proposed Transfer on the grounds that such transfer might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors file an objection, such transfer would not be effective unless approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 15-day period, such transfer shall be permitted to proceed solely as set forth in the Notice of Proposed Transfer. Further transfers within the scope of this paragraph (d) shall be the subject of additional notices as set forth herein, with additional 15-day waiting periods.
- (e) For purposes of these procedures: (i) a “**Substantial Shareholder**” is any person or entity that beneficially owns in excess of: (A) 4,018,926 shares of Common Stock (representing approximately 4.75% of all issued and outstanding shares of Common Stock); (B) 14,247 shares of Convertible Preferred Stock (representing approximately 4.75% of all issued and outstanding shares of Convertible Preferred Stock); or (C) 4.75% of all issued and outstanding shares of stock of GNC, based on value, taking into account all shares of Common Stock and Convertible Preferred Stock owned by such person or entity, (ii) “**beneficial ownership**” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Internal Revenue Code of 1986, as amended (the “**Tax Code**”), Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-

2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (A) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (B) ownership by such holder's family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (C) ownership of shares which such holder has an option to acquire, and (iii) an "**option**" to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

- (f) Effective as of the Petition Date and until further order of the Court to the contrary, any purchase, sale, or other transfer of beneficial ownership of Common Stock, including options to acquire Common Stock, or Convertible Preferred Stock in violation of these procedures shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Final Order, the following procedures shall apply to taking worthlessness deductions, for income tax purposes, with respect to GNC common stock (the "**Worthless Stock Deduction Procedures**"): <sup>4</sup>

- (a) Any person or entity that currently is or becomes a 50-percent Shareholder (as such term is defined in paragraph (d) below) must file with the Bankruptcy Court, and serve upon (i) the Debtors and counsel for the Debtors and (ii) counsel to the Ad Hoc Group of Crossover Lenders, a notice of such status (each a "**Notice of Status as a 50-percent Shareholder**") on or before the later of (i) twenty (20) calendar days after entry of the Interim Order or (ii) ten (10) days after becoming a 50-percent Shareholder.
- (b) At least twenty (20) calendar days prior to filing any income tax return, or any amendment to such a return, taking any worthlessness deduction with respect to Common Stock or Convertible Preferred Stock for a tax year ending before the Debtors' emergence from chapter 11 protection, such 50-percent Shareholder must file with the Bankruptcy Court, and serve upon (i) the Debtors and counsel for the Debtors and (ii) counsel to the Ad Hoc Group of Crossover Lenders, an advance written notice of the intended worthlessness

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<sup>4</sup> This summary is qualified in its entirety by reference to the provisions of the Final Order. To the extent any inconsistency exists between this Notice and the Final Order, the terms of the Final Order shall govern and control.

deduction (each a “*Notice of Intent to Take a Worthless Stock Deduction*”).

- (c) The Debtors shall have fifteen (15) calendar days after receipt of a Notice of Intent to Take a Worthless Stock Deduction, and after consultation with the Ad Hoc Group of Crossover Lenders, to file with the Bankruptcy Court and serve upon such 50-percent Shareholder an objection to any proposed worthlessness deduction described in the Notice of Intent to Take a Worthless Stock Deduction on the grounds that such deduction might adversely affect the Debtors’ ability to utilize their Tax Attributes. If the Debtors file an objection, the filing of the income tax return with such deduction would not be permitted or effective unless approved by a final and non-appealable order of the Bankruptcy Court. If the Debtors do not object within such 15-day period, the filing of the income tax return with such deduction shall be permitted as set forth in the Notice of Intent to Take a Worthless Stock Deduction. Additional income tax returns within the scope of this paragraph (c) shall be the subject of additional notices as set forth herein, with additional 15-day waiting periods.
- (d) For purposes of these procedures: (i) a “*50-percent Shareholder*” is any person or entity that at any time during the three-year period ending on the Petition Date has had beneficial ownership of 50% or more of Common Stock or Convertible Preferred Stock or is otherwise considered a 50-percent shareholder of GNC within the meaning of Section 382(g)(4)(D) of the Tax Code and the applicable Treasury Regulations thereunder; (ii) “*beneficial ownership*” of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Tax Code, Treasury Regulations promulgated thereunder (other than Treasury Regulations Section 1.382-2T(h)(2)(i)(A)) and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (A) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (B) ownership by such holder’s family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (C) ownership of shares which such holder has an option to acquire, and (iii) an “*option*” to acquire stock includes all interests described in Treasury Regulations Section 1.382-4(d)(9), including any option, contingent purchase, right, warrant, convertible debt, put, call, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

- (e) In the event that a 50-percent Shareholder takes a worthlessness deduction with respect to Common Stock or Convertible Preferred Stock in violation of these procedures, such worthlessness deduction shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a), and such 50-percent Shareholder shall be required to file an amended income tax return, as applicable, revoking such worthlessness deduction.

**PLEASE TAKE FURTHER NOTICE** that, upon written request, the Debtors' notice and claims agent, Prime Clerk LLC ("**Prime Clerk**"), will provide a form of each of the required notices described above.

**PLEASE TAKE FURTHER NOTICE** that Prime Clerk can be contacted online at <https://cases.primeclerk.com/GNC>, or by calling 1-844-974-2132 (for domestic callers) or 1-347-505-7137 (for international callers).

**FAILURE TO FOLLOW THE PROCEDURES SET FORTH IN THIS NOTICE OF ORDER OR THE FINAL ORDER SHALL CONSTITUTE A VIOLATION OF THE AUTOMATIC STAY PROVISIONS OF BANKRUPTCY CODE SECTION 362.**

**ANY PROHIBITED PURCHASE, SALE, TRADE, OR OTHER TRANSFER OF, OR THE TAKING OF ANY WORTHLESSNESS DEDUCTION WITH RESPECT TO, COMMON STOCK AND CONVERTIBLE PREFERRED STOCK IN VIOLATION OF THE FINAL ORDER SHALL BE NULL AND VOID *AB INITIO* AND MAY BE PUNISHED BY CONTEMPT OR OTHER SANCTIONS IMPOSED BY THE BANKRUPTCY COURT.**

**PLEASE TAKE FURTHER NOTICE** that the requirements set forth in this Notice of Order are in addition to the requirements of Bankruptcy Rules 3001 and 3002 and all applicable securities, corporate and other laws, and do not waive compliance or excuse non-compliance therewith.

Dated: \_\_\_\_\_, 2020

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/\_\_\_\_\_.

Michael R. Nestor (No. 3526)  
Kara Hammond Coyle (No. 4410)  
Andrew L. Magaziner (No. 5426)  
Joseph M. Mulvihill (No. 6061)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253  
Email: mnestor@ycst.com  
kcoyle@ycst.com  
amagaziner@ycst.com  
jmulvihill@ycst.com

**LATHAM & WATKINS LLP**

Richard A. Levy (*pro hac vice* pending)  
Caroline A. Reckler (*pro hac vice* pending)  
Asif Attarwala (*pro hac vice* pending)  
Brett V. Newman (*pro hac vice* pending)  
330 North Wabash Avenue, Suite 2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
Facsimile: (312) 993-9767  
Email: richard.levy@lw.com  
caroline.reckler@lw.com  
asif.attarwala@lw.com  
brett.newman@lw.com

- and -

George A. Davis (*pro hac vice* pending)  
Jeffrey T. Mispagel (*pro hac vice* pending)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864  
Email: george.davis@lw.com  
jeffrey.mispagel@lw.com

**Schedule F**

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

	)	
In re:	)	Chapter 11
	)	
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 8 & 121

**FINAL ORDER AUTHORIZING (A) PAYMENT  
OF PREPETITION INSURANCE OBLIGATIONS AND  
PREPETITION BONDING OBLIGATIONS, AND (B) MAINTENANCE  
OF POSTPETITION INSURANCE COVERAGE AND BONDING PROGRAM**

Upon the motion [Docket No. 8] (the “*Motion*”)<sup>2</sup> of the Debtors for a final order authorizing (a) payment of Prepetition Insurance Obligations and Prepetition Bonding Obligations, and (b) maintenance of the Insurance Policies and the Bonding Program postpetition (this “*Final Order*”); and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order [Docket No. 121] entered on June 25, 2020; 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*

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<sup>1</sup> 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.

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



*Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “***Final Hearing***”); and upon the First Day Declaration and the record of the Final Hearing and all 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 on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue their Insurance Policies and Bonding Program, and to pay any obligations arising thereunder, whether arising prepetition or postpetition, including under the Premium Financing Agreement.
3. Payments on account of Prepetition Insurance Obligations and Prepetition Bonding Obligations under the Motion and this Final Order shall not exceed \$91,250 in an aggregate final amount, inclusive of amounts paid pursuant to the Interim Order, or such higher amount as may be set forth in any budget governing postpetition financing or the use of cash collateral. For the avoidance of doubt, nothing in this Final Order shall limit payments arising under or in connection with any of the U.S. Workers’ Compensation Policies or the Canadian Workers’ Compensation Program (both as defined in the *Motion of Debtors for Orders (A) Authorizing Payment of Certain Prepetition Workforce Obligations, (B) Authorizing Continuance of Workforce Programs,*

*(C) Authorizing Payment of Withholding and Payroll-Related Taxes, and (D) Authorizing Payment of Prepetition Claims Owing to Workforce Program Administrators [Docket No. 15]).*

4. The Debtors are authorized, but not directed, to revise, extend, supplement, or change insurance coverage and/or their Bonding Program as needed and/or to enter into new insurance policies and surety bonds including through renewal or purchase of new insurance policies and surety bonds.

5. The Debtors are authorized to pay the fees, costs, and commissions of the Broker in connection with the Insurance Policies and the Broker Agreement in the ordinary course of business, including any accrued and unpaid amounts owed to the Broker as of the Petition Date.

6. The Debtors are authorized to pay the fees, costs, and commissions of the Broker in connection with the Insurance Policies and the Broker Agreement in the ordinary course of business, including any accrued and unpaid amounts owed to the Broker as of the Petition Date.

7. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the insurance and bonding obligations, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

8. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial

institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

9. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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.

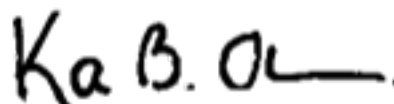
10. With regard to ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, and together with each of their successors, the "***Chubb Companies***") and any Insurance Policies (with respect to the Chubb Companies, the term Insurance Policies as used in this Final Order shall include all insurance policies, issued or providing coverage at any time to the Debtors, whether expired, current or prospective, and any agreements related thereto) they may have provided for the benefit of the Debtors, nothing in this Final Order shall enlarge, abridge or otherwise modify the Debtors', the Chubb Companies', or any other party in interest's rights or claims with regard to such Insurance Policies.

11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

12. 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 Final Order.

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

**Dated: July 21st, 2020**  
**Wilmington, Delaware**

Handwritten signature of Karen B. Owens in black ink.

**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule G**

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

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In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 13 & 127

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**FINAL ORDER (A) AUTHORIZING PAYMENT OF PREPETITION LIEN CLAIMS AND IMPORT CLAIMS AND (B) CONFIRMING ADMINISTRATIVE EXPENSE PRIORITY OF OUTSTANDING ORDERS**

Upon the motion [Docket No. 13] (the “*Motion*”)<sup>2</sup> of the Debtors for an order, (a) authorizing, but not directing, them to remit and pay in the ordinary course of business any prepetition and postpetition amounts owing on account of (i) Lien Claims and (ii) Import Claims and (b) confirming the administrative expense priority status of Outstanding Orders (this “*Final Order*”); and the Court having reviewed the Motion, the First Day Declaration, and the Interim Order [Docket No. 127] entered on June 25, 2020; and the 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 the 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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<sup>1</sup> 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.

<sup>2</sup> 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 the 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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before the 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 on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to remit and pay in the ordinary course of business any prepetition amounts owing on account of Lien Claims and Import Claims in an amount not to exceed \$6,251,000, in an aggregate final amount, inclusive of amounts paid pursuant to the Interim Order, or such higher amount as may be set forth in any budget governing postpetition financing or the use of cash collateral.
3. The Debtors are authorized, but not directed to remit and pay in the ordinary course of business all undisputed, postpetition amounts owing on account of Lien Claims and Import Claims consistent with the parties’ customary practices in effect prior to the Petition Date.
4. The Debtors shall determine which of the Obligations, if any, shall be paid under this Final Order.
5. All undisputed obligations of the Debtors arising from the acceptance of goods subject to Outstanding Orders is granted administrative expense priority status. Further, the

Debtors are authorized, but not directed, to satisfy such obligations in the ordinary course of business.

6. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors, to process, honor, pay, and if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the Obligations, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

7. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

8. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final Order shall be deemed to increase, decrease, reclassify,

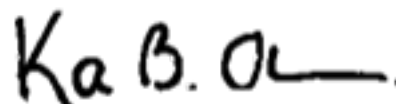
elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

10. 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 Final Order.

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

Dated: July 20th, 2020  
Wilmington, Delaware



KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE



Schedule H

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. Dockets No. 16, 131, 360 & 365

FINAL ORDER GRANTING DEBTORS' MOTION FOR
INTERIM AND FINAL ORDERS (A) APPROVING PROCEDURES
FOR STORE CLOSING SALES, (B) AUTHORIZING CUSTOMARY
BONUSES TO MANAGERS OF STORES, (C) AUTHORIZING ASSUMPTION
OF THE CONSULTING AGREEMENTS AND (D) GRANTING RELATED RELIEF

Upon the motion (the "Motion")2 of the Debtors for a final order (this "Final Order"),
(a) authorizing and approving the conduct of store closing or similar themed sales (the "Store
Closings") in accordance with the terms of the U.S. and Canadian store closing sale procedures
(the "U.S. Store Closing Procedures" and the "Canadian Store Closing Procedures",
respectively, and, together, the "Store Closing Procedures") attached hereto as Exhibit 1, with
such sales to be free and clear of all liens, claims and encumbrances; (b) authorizing the Debtors
to pay customary bonuses to non-insider managers of the stores where Store Closing sales will
occur; (c) authorizing the Debtors to assume the Consulting Agreements; and (d) granting related

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.

relief, all as more fully set forth in the Motion; and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on June 25, 2020; 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 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 the First Day Declaration and all of the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**FOUND AND DETERMINED THAT:<sup>3</sup>**

A. The Debtors have advanced sound business reasons for seeking to implement the Store Closing Procedures and assume the Consulting Agreements, as set forth in the Motion and at the Hearing, and such relief is in the best interests of the Debtors and their estates.

B. The Store Closing Procedures are reasonable, and the conduct of the Store Closings in accordance with the applicable Store Closing Procedures will provide an efficient means for the Debtors to dispose of the Merchandise and the FF&E and will maximize the returns on the Merchandise and the FF&E.

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<sup>3</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate.

C. The Consulting Agreements were negotiated, proposed, and entered into by the Debtors and the Consultant without collusion, in good faith, and from arm's-length bargaining positions, and the operation and effectiveness of the Consulting Agreements on a final basis is a sound exercise of the Debtors' business judgment.

D. The Store Closings are in the best interest of the Debtors' estates.

E. The entry of this Final Order is in the best interest of the Debtors and their estates, creditors, and interest holders and all other parties in interest herein; and now therefore it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors are authorized, but not directed, to make payments under the Store Closing Bonus Plan.

3. The Debtors and the Consultant are authorized to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion. The failure to specifically include any provisions of the Consulting Agreements in this Final Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreements and all of their provisions, payments, and transactions be, and hereby are, authorized and approved as and to the extent provided in this Final Order.

4. The assumption of the Consulting Agreements by the Debtors pursuant to section 365 of the Bankruptcy Code is approved on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreements, including making payments required by the Consulting Agreements to the Consultant without the need for any application of the Consultant or a further order of the Court.

5. Subject to paragraph 15, to the extent of any conflict between this Final Order, the Consulting Agreements, and the Store Closing Procedures, the terms of this Final Order shall control. Notwithstanding any other term of this Final Order, the Canadian Store Closing Procedures and the Canadian Sale Guidelines shall control in respect of Store Closings in Canada.

**I. AUTHORITY TO ENGAGE IN CLOSING SALES AND CONDUCT STORE CLOSINGS.**

6. The Debtors and the Consultant are authorized, on a final basis pursuant to sections 105(a) and 363(b)(1) of the Bankruptcy Code, to continue to conduct Store Closings at the Closing Stores in accordance with this Final Order, the applicable Store Closing Procedures, and the Consulting Agreements as may be modified by a Side Letter (as defined below) between the Debtors and the landlords at the closing locations.

7. The Store Closing Procedures are approved in their entirety on a final basis. The Store Closing Procedures shall be used for all permitted Store Closings in these Chapter 11 Cases, unless otherwise ordered.

8. The Debtors are authorized to discontinue operations at the Closing Stores in accordance with this Final Order, the applicable Store Closing Procedures, and the Consulting Agreements.

9. All entities that are presently in possession of some or all of the Merchandise or FF&E in which the Debtors hold an interest that are or may be subject to this Final Order hereby are directed to surrender possession of such Merchandise or FF&E to the Debtors.

10. Neither the Debtors nor any of their officers, employees, or agents shall be required to obtain the approval of any third party, including, without limitation, any Governmental Unit (as defined in Bankruptcy Code section 101(27)) or landlord, to conduct the Store Closings and to take the related actions authorized herein.

## II. CONDUCT OF THE SALES.

11. All media in which the Store Closings may be advertised and all landlords are directed to accept this Final Order as binding authority so as to authorize the Debtors and the Consultant to conduct the Store Closings and the sale of Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), including, without limitation, to conduct and advertise the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) in the manner contemplated by and in accordance with this Final Order, the Store Closing Procedures, and the Consulting Agreements.

12. The Debtors and the Consultant are hereby authorized to take such actions as may be necessary and appropriate to conduct the Store Closings without necessity of further order of this Court as provided in this Final Order, the Store Closing Procedures, and the Consulting Agreements, including, but not limited to, advertising the sale as a “store closing sale,” “sale on everything,” “everything must go,” or similar-themed sales through the posting of signs (including the use of exterior banners at non-enclosed mall closing locations, and at enclosed mall closing locations to the extent the applicable closing location entrance does not require entry into the enclosed mall common area), use of signwalkers, and street signage; *provided, however*, that only Debtor-approved terminology will be used at each Closing Store in connection with the Store Closings.

13. Pursuant to the U.S. Consulting Agreement, and subject to the Debtors’ prior written approval, the Consultant is authorized to supplement the Merchandise in the Closing Stores with Additional Consultant Goods pursuant to the Debtors’ prior written approval of a plan with respect to the placement and sale of such Additional Consultant Goods, and provided that any such supplementing with Additional Consultant Goods must be of like kind and no lesser quality than goods sold in the Closing Stores prior to the Petition Date. Sales of Additional Consultant Goods

shall be run through the Debtors' cash register systems; provided, however, that the Consultant shall mark the Additional Consultant Goods using either a "dummy" SKU or department number or in such other manner so as to distinguish the sale of Additional Consultant Goods from the sale of Merchandise.

14. Pursuant to the U.S. Consulting Agreement, all transactions relating to the Additional Consultant Goods are, shall be construed as, and are acknowledged by the Debtors to be, a true consignment from Consultant to the Debtors under Article 9 of the Uniform Commercial Code in effect in the State of Delaware (the "*UCC*") and not a consignment for security purposes. At all times and for all purposes, the Additional Consultant Goods and their proceeds shall be the exclusive property of the Consultant, and no other person or entity (including, without limitation, the Debtors, or any third person claiming a security interest in the Debtors' property, including any of the Debtors' secured lenders) shall have any claim against any of the Additional Consultant Goods or the proceeds thereof. The Additional Consultant Goods shall at all times remain subject to the exclusive control of the Consultant. Pursuant to the U.S. Consulting Agreement, and to the extent necessary, Consultant is hereby granted a first priority security interest in and lien upon (i) the Additional Consultant Goods and (ii) the Additional Consultant Goods proceeds.

15. The sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings (including the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement)), abandonment of assets, or "going dark" provisions, and such provisions shall not be enforceable in conjunction with the Store Closings. Breach of any such provisions in these Chapter

11 Cases in conjunction with the Store Closings shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings are conducted in accordance with the terms of this Final Order and the applicable Store Closing Procedures. Subject to the approval of Debtors' secured lenders, including the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term Lender Group, which approval shall not be unreasonably withheld, and after consultation with any stalking horse bidder approved by the Court in connection with a sale of the Debtors' assets (the "***Stalking Horse Bidder***"), the Debtors and/or the Consultant are authorized to enter into agreements with landlords of the Closing Stores ("***Side Letters***") between themselves modifying the Store Closing Procedures without further order of the Court and such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords. In the event of any conflict between the Store Closing Procedures, the Consulting Agreements, this Final Order and any Side Letter, the terms of such Side Letter shall control. The Expense Budget attached to each of the Consulting Agreements may only be modified according to the procedures provided by the respective Consulting Agreements and after consultation with counsel to the Ad Hoc Group of Crossover Lenders and counsel to the Ad Hoc FILO Term Lender Group and counsel to any Stalking Horse Bidder.

16. Except as expressly provided for herein or in the Store Closing Procedures, and except with respect to any Governmental Unit (as to which paragraphs 27 and 28 shall apply) no person or entity, including, but not limited to, any landlord, licensor, service provider, utility, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closings or the sale of the Merchandise, FF&E, or Additional Consultant Goods (with respect to the U.S. Consulting Agreement), or the advertising and promotion (including the posting of signs and exterior banners or the use of signwalkers) of such

sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, and creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, or the landlords at the Closing Stores that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closings or other liquidation sales at the Closing Stores.

17. In accordance with and subject to the terms and conditions of the Consulting Agreements, the Consultant shall have the right to use the Closing Stores and all related Closing Store services, furniture, fixtures, equipment, and other assets of the Debtors for the purpose of conducting the Store Closings, free of any interference from any entity or person, subject to compliance with the applicable Store Closing Procedures and this Final Order.

18. All sales of the Merchandise, FF&E and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) shall be “as is” and final. Returns related to the purchase of Store Assets shall not be accepted at stores that are not participating in the Store Closings. However, as to the Closing Stores, all state and federal laws relating to implied warranties for latent defects shall be complied with and are not superseded by the sale of said goods or the use of the terms “as is” or “final sales.”

19. The Consultant shall accept the Debtors’ validly-issued gift certificates and gift cards that were issued by the Debtors before the commencement of the Store Closings in accordance with the Debtors’ gift certificate and gift card policies and procedures as they existed on the Petition Date, and accept returns of merchandise sold by the Debtors before the



commencement of the Store Closings for the first thirty (30) days of the Store Closings, provided that such returns are otherwise in compliance with the Debtors' return policies in effect as of the Petition Date.

20. Nothing in this Final Order authorizes the Debtors to lease, sell, or otherwise transfer to Consultant, or any other party, the 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 unless such sale or transfer or lease is permitted by the Debtors' privacy policy and state or federal privacy and/or identity theft prevention laws and rules (collectively, the "*Applicable Privacy Laws*").

21. The Debtors shall remove or cause to be removed any confidential and/or PII in any of the Debtors' hardware, software, computers or cash registers or similar equipment which are to be sold, donated, transferred, abandoned or otherwise disposed of so as to render the PII unreadable or undecipherable. At the conclusion of the Store Closings, the Consultant shall provide the Debtors with written verification that the Consultant has not removed, copied, or transferred any customer PII and that any records containing PII were shredded, erased, or otherwise modified to render the PII unreadable or undecipherable.

22. The Consultant shall accept return of any goods that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within the time period proscribed by the Debtors' return policy that was in effect when the merchandise was purchased,

the consumer must provide a receipt, and the asserted defect must in fact be a “latent” defect, which goods shall be considered returned Merchandise, and to the extent counted as Merchandise shall be re-characterized as excluded defective Merchandise.

23. The Consultant shall not be liable for sales taxes except with respect to the Additional Consultant Goods (with respect to the U.S. Consulting Agreement), and as expressly provided in the Consulting Agreements, and the payment of any and all sales taxes is the responsibility of the Debtors, subject to Consultant’s obligation to collect and remit the sales taxes attributable to the sale of Additional Consultant Goods pursuant to the U.S. Consulting Agreement. The Debtors are directed to remit all taxes arising from the Store Closings to the applicable Governmental Units as and when due; *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. This Final Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party’s liability for taxes under state law.

24. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell Store Assets—and all sales of Store Assets whether by the Consultant or the Debtors, shall be—free and clear of any and all of any liens, claims, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments,

leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “*Encumbrances*”); as provided for herein because in each case, one or more of the standards set forth in section 363(f)(1)–(5) has been satisfied; *provided, however*, that any such Encumbrances shall attach to the proceeds of the sale of the Merchandise and the FF&E with the same validity, in the amount, with the same priority as, and to the same extent that any such Encumbrances have with respect to the Merchandise and the FF&E, subject to any claims and defenses that any party may possess with respect thereto and subject to the Consultant’s fees and expenses (as provided in the Consulting Agreements).

25. No FF&E sold or abandoned by the Debtors will contain personal and/or confidential information about the Debtors’ employees and/or customers.

26. The Debtors are authorized and empowered to transfer Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) among, and into, the Closing Stores.

### **III. DISPUTE RESOLUTION PROCEDURES WITH GOVERNMENTAL UNITS.**

27. Nothing in this Final Order or the Store Closing Procedures releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief)

to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Final Order. Nothing contained in this Final Order, or the Store Closing Procedures shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Store Closings shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, “*General Laws*”). Nothing in this Final Order, the Consulting Agreements, or the Store Closing Procedures, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Final Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(27) of the Bankruptcy Code) from enforcing General Laws, subject to the Debtors’ rights to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Final Order. Notwithstanding any other provision in this Final Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Final Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Final Order shall be deemed to have made any rulings on any such issues.

28. To the extent that the sale of Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, or rule, or licensing requirement directed at regulating “going out of business,” “store closing,” similar inventory liquidation sales, or bulk sale laws, laws

restricting safe, professional and non-deceptive, customary advertising such as signs, banners, posting of signage, and use of sign-walkers solely in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), the Dispute Resolution Procedures in this section shall apply:

- a. Provided that the Store Closings are conducted in accordance with the terms of the Interim Order or the Final Order, as applicable, and the applicable Store Closing Procedures, and in light of the provisions in the laws of many Governmental Units (as defined in the Bankruptcy Code) that exempt court-ordered sales from their provisions, the Debtors will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closings in accordance with the terms of the Interim Order or the Final Order, as applicable, and the applicable Store Closing Procedures without the necessity of further showing compliance with any such Liquidation Sale Laws.
- b. Within three business days after entry of the Interim Order, the Debtors served by email, facsimile, or first-class mail, copies of the Interim Order, the proposed Final Order and the Store Closing Procedures on the following: (i) the landlords for the Closing Stores; (ii) the Attorney General's office for each state in which the Store Closings are being held; (iii) the county consumer protection agency or similar agency for each county in which the Store Closings are being held; (iv) the division of consumer protection for each state in which the Store Closings are being held; and (v) the chief legal counsel for each local jurisdiction in which the Store Closings are being held (collectively, the "***Dispute Notice Parties***").
- c. With respect to any additional Closing Stores, within three business days after Court authorization to close additional stores (each, an "***Additional Closing Store List***"), the Debtors will serve by email, facsimile, or first-class mail, copies of the Final Order and the Store Closing Procedures on the Dispute Notice Parties. To the extent that there is a dispute arising from or relating to the Store Closings, the Final Order, or the Store Closing Procedures, as applicable, which dispute relates to any Liquidation Sale Laws (a "***Reserved Dispute***"), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following service of any Additional Closing Store List, as applicable, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the "***Dispute Notice***") explaining the nature of the dispute to: (a) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com) and Latham & Watkins LLP, 330 North Wabash Avenue,

Suite 2800, Chicago, IL 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com); (b) the U.S. Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leafy@usdoj.gov); (c) counsel to the DIP Term Agent, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, NY 10019, Attn: Erin E. Trigg and Samuel S. Kohn (trigg.erin@dorsey.com and kohn.samuel@dorsey.com); (d) counsel to the Ad Hoc Group of Crossover Lenders, Milbank LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067, Attn: Mark Shinderman (mshinderman@milbank.com) and Daniel B. Denny (ddenny@milbank.com); (e) counsel to the DIP ABL FILO Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); (f) counsel to the Ad Hoc FILO Term Lender Group, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (g) the indenture trustee for the Debtors' prepetition convertible notes, The Bank of New York Mellon Trust Company, N.A., 525 William Penn Place, 38th Floor, Pittsburgh, PA 15259, Attn: Corporate Trust Administration and BNY Mellon Corporate Trust, US Corporate Client Service Management, 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, Attn: Mindy M. Wrzesinski (Melinda.m.wrzesinski@bnymellon.com); (h) lead counsel to the Consultant, Tiger Capital Group, 60 State Street, 11<sup>th</sup> Floor, Boston, MA 02109, Attn: Mark P. Naughton (MNaughton@tigergroup.com); (i) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases, (i) Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Jeffrey Cohen and Lindsay H. Sklar (email: jcohen@lowenstein.com and lsklar@lowenstein.com) and One Lowenstein Drive, Roseland, New Jersey 07068, Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree, and Colleen M. Maker (emails: metkin@lowenstein.com, msavetsky@lowenstein.com, nufulfree@lowenstein.com, and cmaker@lowenstein.com) and (ii) Bayard P.A. 600 N. King Street, Suite 400, Wilmington, Delaware 19801, Attn: Scott Cousins, Erin R. Fay, and Gregory J. Flasser (emails: scousins@bayardlaw.com, efay@bayardlaw.com, and gflasser@bayardlaw.com); (j) counsel to any Stalking Horse Bidder; and (k) landlords of the property affected by the Reserved Dispute. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the Dispute Notice, the Governmental Unit may file a motion with the Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a "***Dispute Resolution Motion***").

- d. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (i) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (ii) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim

Order or the Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order or to limit or interfere with the Debtors' ability to conduct or to continue to conduct the Store Closings pursuant to the Interim Order or the Final Order, absent further order of the Court. Upon the entry of the Interim Order or the Final Order, as applicable, the Court grants authority for the Debtors to conduct the Store Closings pursuant to the terms of the Interim Order or the Final Order, as applicable, the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.

- e. If, at any time, a dispute arises between the Debtors and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (c) and (d) above by serving a notice to the other party and proceeding thereunder in accordance with those subparagraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

29. Subject to paragraphs 27 and 28 above, each and every federal, state, or local agency, departmental unit, or Governmental Unit with regulatory authority over the Store Closings, and all newspapers and other advertising media in which the Store Closings are advertised shall consider this Final Order as binding authority that no further approval, license, or permit of any Governmental Unit shall be required, nor shall the Debtors be required, to post any bond, to conduct the Store Closings.

30. Within three business days of this Final Order, the Debtors shall serve copies of this Final Order, and the Store Closing Procedures via e-mail, facsimile, or regular mail, on: (a) the United States Trustee for the District of Delaware; (b) counsel for the agent for the Debtors' postpetition financing facility; (c) counsel to the Ad Hoc Group of Crossover Lenders; (d) counsel to the Ad Hoc FILO Term Lender Group; (e) counsel to the agent under the Debtors' secured term and asset-based financing facilities; (f) the indenture trustee for the Debtors' prepetition

convertible notes; (g) counsel to any Stalking Horse Bidder; (h) the parties included on the Debtors' consolidated list of thirty (30) largest unsecured creditors; (i) the United States Attorney's Office for the District of Delaware; (j) the attorneys general for all 50 states and the District of Columbia; (k) the United States Department of Justice; (l) the Internal Revenue Service; (m) the Securities and Exchange Commission; (n) the United States Drug Enforcement Agency; (o) the United States Food and Drug Administration; (p) all parties who are known by the Debtors to assert liens against the Merchandise and the FF&E; (q) all state attorneys general in which the Merchandise and the FF&E are located; (r) municipalities in which the Merchandise and the FF&E are located; (s) all of the counterparties to the Debtors' real property leases; (t) all applicable state and consumer protection agencies; and (u) all parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

#### **IV. EFFECTIVENESS OF THE CONSULTING AGREEMENTS.**

31. The Consulting Agreements are operative and effective on a final basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreements, including, without limitation, reimbursing all expenses to the Consultant as required by the Consulting Agreements without the need for any application of the Consultant or a further order of the Court. For avoidance of doubt, the Debtors are also authorized to fund the Expense Budgets in accordance with the terms of each of the Consulting Agreements.

32. Subject to the restrictions set forth in this Final Order and the applicable Store Closing Procedures, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreements and the Store Closings, and each of the transactions contemplated by the Consulting Agreements, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the



Consulting Agreements and the Store Closings prior to the date hereof, are hereby approved and ratified. The failure to specifically include any particular provision of the Consulting Agreements in this Final Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreements and all of their provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Final Order.

33. Notwithstanding anything to the contrary in the Consulting Agreements, the Debtors and their estates shall not indemnify the Consultant for any damages arising primarily out of any act or omission by the Consultant constituting fraud, gross negligence, or willful misconduct.

34. To the extent that the Debtors seek to conduct Store Closings at any location not identified as a Closing Store on Exhibit 2 attached hereto (each an “*Additional Closing Store*”), the Debtors shall (a) first consult with the DIP Term Agent and the DIP ABL FILO Agent, and use commercially reasonable efforts to consult with the Ad Hoc Group of Crossover Lenders, the Ad Hoc FILO Term Lender Group and any Stalking Horse Bidder, (b) file an Additional Closing Store List, and (c) serve a notice of their intent to conduct Store Closings at those locations on the Additional Closing Store landlords and their counsel (if known), counsel to the Ad Hoc Group of Crossover Lenders, counsel to the Ad Hoc FILO Term Lender Group, and applicable governmental units by email (to the extent available to the Debtors) or by overnight mail. The Additional Closing Store landlords shall have seven (7) days after service of the applicable Additional Closing Store List to object to the application of this Final Order to their store locations. If no timely objections are filed with respect to the application of this Final Order to any store locations identified on any Additional Closing Store List, then the Debtors shall be authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to conduct Store Closings at such store locations in

accordance with this Final Order, the applicable Store Closing Procedures, the Consultant Agreement, and any Side Letter. If any objections are filed with respect to the application of this Final Order to any store locations identified on any Additional Closing Store List and such objections are not resolved, the objections and the application of this Final Order to any affected store locations shall be considered by the Court at the next regularly scheduled omnibus hearing.

35. On a confidential basis and for professionals' "eyes only" and upon the written (including email) request of the U.S. Trustee, the agent for the Debtors' postpetition financing facility, the Ad Hoc Group of Crossover Lenders, the agent under the Debtors' secured term and asset-based financing facilities, the Ad Hoc FILO Term Lender Group, the indenture trustee for the Debtors' prepetition convertible notes, any Stalking Horse Bidder, or the committee of unsecured creditors, if any, the Debtors shall provide such requesting party, if any, with copies of periodic reports concerning the Store Closings that are prepared by the Debtors, their professionals or the Consultant, provided, however, that the foregoing shall not require the Debtors, their professionals, or the Consultant to prepare or undertake to prepare any additional or new reporting not otherwise being prepared by the Debtors, their professionals, or the Consultant in connection with the Store Closings.

**V. OTHER PROVISIONS.**

36. The Consultant shall not be liable for any claims against the Debtors, and the Debtors shall not be liable for any claims against Consultant, in each case, other than as expressly provided for in the Consulting Agreements.

37. The Debtors shall not be required to comply with any state or local law requiring that the Debtors pay an employee substantially contemporaneously with his or her termination; *provided, however*, that the Debtors shall pay any accrued wages to terminated employees as expeditiously as possible.

38. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code (other than the Consulting Agreements); or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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.

39. Nothing in this Final Order shall alter the claims and/or liens of the Local Tax Authorities (as defined 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 (the "**Final DIP Order**")) which are hereby preserved. To the extent any Local Tax Authority has a properly perfected Permitted Prior Lien (as defined in the Final DIP Order), proceeds from any respective Store Closings in an aggregate amount not to exceed \$45,847.46<sup>4</sup> shall be reserved by the debtors

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<sup>4</sup> This amount is comprised of (i) \$7,846.60 for Bexar County, Texas; (ii) \$8,384.78 for City of El Paso, Texas; (iii) \$2,026.59 for Galveston County, Texas; (iv) \$6,025.63 for Harris County, Texas; (v) \$2,045.75 for Hidalgo County, Texas; (vi) \$2,189.45 for Montgomery County, Texas; (vii) \$3,419.87 for Nueces County, Texas; (viii) \$3,578.37 for Tarrant County, Texas; (ix) \$2,390.42 for Victoria County, Texas; (x) \$936.03 for Pasadena ISD, Texas; (xi) \$385.65 for City of Houston, Texas; (xii) \$1,173.63 for City of Willis, Texas; (xiii) \$542.37 for Willis ISD, Texas; (xiv) \$167.07 for Woodlands RUD #1, Texas; (xv) \$207.11 for Montgomery County MUD #47, Texas; (xvi) \$2,437.00 for Dickinson ISD, Texas; and (xvii) \$2,091.14 for Maricopa County Treasurer.

(on a book entry basis) as adequate protection in respect of such claims, and such liens shall attach to these proceeds to the same extent and with the same priority as set forth in the Final DIP Order. The Debtors will supplement this reserved amount in the event that Additional Closing Stores are added to the Store Closings pursuant to a filing with this Court and additional claims are asserted by the Local Tax Authorities, subject to the provisions of paragraph 34. These funds shall be on the order of adequate protection and shall not constitute allowance of such claims, which shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity or extent of such liens. These reserved funds may be distributed only upon agreement between the respective Local Tax Authority and the Debtors, or by subsequent order of the Court, duly noticed to the Local Tax Authorities.

40. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order shall be deemed an admission as to the validity of any underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

41. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

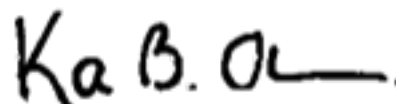
42. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

43. 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 Final Order.

44. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Final Order, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such

advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords for protection from interference with the Store Closings, (c) any other disputes related to the Store Closings, and (d) protection of the Debtors against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any action against the Debtors, the landlords, or the Store Closings until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

**Dated: July 21st, 2020**  
**Wilmington, Delaware**

Handwritten signature of Karen B. Owens in black ink.

**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**EXHIBIT 1**

**Store Closing Procedures**

### **U.S. Store Closing Procedures<sup>1</sup>**

1. These U.S. Store Closing Procedures shall control the Store Closings in the United States.
2. The Store Closings shall be conducted so that the stores in which Store Closings are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
3. The Store Closings shall be conducted in accordance with applicable state and local “Blue Laws,” where applicable, so that no Store Closing shall be conducted on Sunday unless the Debtors had been operating such Closing Stores on a Sunday prior to the commencement of the Store Closings.
4. On “shopping center” property, the Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or if distribution is customary in the “shopping center” in which such Closing Store is located; provided that the Consultant may solicit customers in the Closing Stores themselves. On “shopping center” property, the Consultant shall not use any flashing lights or amplified sound to advertise the Store Closings or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
5. At the conclusion of the Store Closings, the Consultant shall, subject to the Consulting Agreements, vacate the Closing Stores in broom clean condition; *provided* that Consultant may abandon any FF&E not sold in the Store Closings at the conclusion of the Store Closings, without cost or liability of any kind to the Consultant. The Debtors will have the option to remove the FF&E at their own cost prior to the termination date. Subject to a separately filed rejection motion, any abandoned FF&E left in a Closing Store after a lease is rejected shall be deemed abandoned by the Debtors, and the landlord may use or dispose of the same as the landlord chooses without any further notice or liability whatsoever on the part of the landlord to any party and without waiver of any damage claims against the Debtors. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility or liability of any kind, any FF&E.
6. The Consultant and the Debtors may advertise each Store Closing as a “store closing,” “sale on everything,” “everything must go,” or similar themed sale, and to the extent permitted in the Interim Order or Final Order, as applicable, “going out of business”. The Consultant and the Debtors may also have “countdown to closing” signs prominently displayed in a manner consistent with these Store Closing Procedures. All signs, banners, ads and other advertising collateral, promotions, and campaigns will be approved by the Debtors in accordance with these Store Closing Procedures.

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<sup>1</sup> Capitalized terms used but not defined in these U.S. Store Closing Procedures have the meanings given to them in the Final Order to which these U.S. Store Closing Procedures are attached as **Exhibit 1** or the Motion to which the Final Order is attached as **Exhibit B**, as applicable.

7. The Consultant shall be permitted to utilize sign walkers, display, hanging signs, and interior banners in connection with the Store Closings; *provided* that such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Debtors and the Consultant shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and the Consultant shall be permitted to utilize exterior banners at (i) non-enclosed mall stores and (ii) enclosed mall stores to the extent the entrance to the applicable store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the Store Closings are being conducted only at the affected Closing Stores, and shall not be wider than the storefront of the Closing Stores. In addition, the Debtors and the Consultant shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Interim Order or Final Order, as applicable. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease agreement.

8. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to the effect that “all sales are final.”

9. Except with respect to the hanging of exterior banners, the Consultant shall not make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.

10. The Consultant shall not make any alterations to interior or exterior Closing Stores’ lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the Store Closings. The hanging of exterior banners or in-store signage and banners shall not constitute an alteration to a Closing Store.

11. The Consultant shall keep Closing Stores’ premises and surrounding areas clean and orderly consistent with present practices.

12. Subject to the provisions of the Consulting Agreements, the Consultant shall have the right to use and sell all FF&E. The Consultant may advertise the sale of the FF&E in a manner consistent with these guidelines. The purchasers of any FF&E sold during the Store Closings shall be permitted to remove the FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours, *provided, however* that the foregoing shall not apply to *de minimis* FF&E sales made whereby the item can be carried out of the Closing Stores in a shopping bag. For the avoidance of doubt, as of the Sale Termination Date, the Consultant may abandon, in place and without further responsibility, any FF&E.

13. At the conclusion of the Store Closings at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores’ premises as set forth in the applicable leases. The Debtors, the Consultant, and their representatives and agents shall continue to have access to the Closing Stores as provided for in the Consulting Agreements.



14. The rights of landlords against the Debtors for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease.

15. If and to the extent that the landlord of any Closing Store affected hereby contends that the Debtors or the Consultant is in breach of or default under these Store Closing Procedures, such landlord shall email or deliver written notice by overnight delivery to the Debtors, the Ad Hoc Group of Crossover Lenders, the Ad Hoc FILO Term Lender Group, and the Consultant as follows:

If to the Debtors:

300 Sixth Avenue,  
Pittsburgh, Pennsylvania 15222  
Attn: Amy Nathan

with copies (which shall not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP  
Rodney Square, 1000 North King Street  
Wilmington, DE 19801  
Attn: Michael R. Nestor & Kara Hammond Coyle

-and-

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attn: Richard A. Levy & Caroline A. Reckler

If to the Ad Hoc Group of Crossover Lenders:

Milbank LLP  
2029 Century Park East, 33rd Floor  
Los Angeles, CA 90067  
Attn: Mark Shinderman & Daniel B. Denny

If to the Ad Hoc FILO Term Lender Group:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attn: Andrew Rosenberg & Jacob Adlerstein

If to the Consultant:

Tiger Capital Group

60 State Street, 11<sup>th</sup> Floor  
Boston, MA 02109  
Attn: Mark P. Naughton

with copies (which shall not constitute notice) to:

Great American Group, LLC  
21255 Burbank Blvd., Suite 400  
Woodland Hills, CA 91367  
Attn: Scott K. Carpenter and Marina Fineman

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five (5) days' written notice to the other party, served by email or overnight delivery.

**Canadian Store Closing Procedures<sup>2</sup>**

These Canadian Store Closing Procedures shall control the Store Closings in Canada. Each of the U.S. Store Closing Procedures and the Canadian Sale Guidelines are incorporated by reference herein, as described herein.

The Canadian Store Closing Procedures shall be conducted pursuant to the U.S. Store Closing Procedures and the Canadian Sale Guidelines (attached as Exhibit A hereto), as each may be modified hereby; provided, however, that in the event of a conflict between the terms of the U.S. Store Closing Procedures and the terms of the Canadian Sale Guidelines, the terms of the Canadian Sale Guidelines shall control.

If and to the extent that the landlord of any Closing Store in Canada affected hereby contends that the Debtors or the Consultant is in breach of or default under these Canadian Store Closing Procedures, such landlord shall email or deliver written notice by overnight delivery to the Debtors, the Ad Hoc Group of Crossover Lenders, the Ad Hoc FILO Term Lender Group, and the Consultant as follows:

If to the Debtors:

300 Sixth Avenue,  
Pittsburgh, Pennsylvania 15222  
Attn: Amy Nathan

with copies (which shall not constitute notice) to:

Young Conaway Stargatt & Taylor, LLP  
Rodney Square, 1000 North King Street  
Wilmington, DE 19801  
Attn: Michael R. Nestor & Kara Hammond Coyle

-and-

Latham & Watkins LLP  
330 North Wabash Avenue, Suite 2800  
Chicago, IL 60611  
Attn: Richard A. Levy & Caroline A. Reckler

-and-

Torys LLP  
79 Wellington St. W., 30th Floor

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<sup>2</sup> Capitalized terms used but not defined in these Canadian Store Closing Procedures have the meanings given to them in the Final Order to which these Canadian Store Closing Procedures are attached as **Exhibit 1** or the Motion to which the Final Order is attached as **Exhibit B**, as applicable.

Box 270, TD South Tower  
Toronto, ON M5K 1N2  
Attn: Scott A. Bomhof & Adam M. Slavens

If to the Ad Hoc Group of Crossover Lenders:

Milbank LLP  
2029 Century Park East, 33rd Floor  
Los Angeles, CA 90067  
Attn: Mark Shinderman & Daniel B. Denny

-and-

Cassels Brock & Blackwell LLP  
Suite 2100, Scotia Plaza, 40 King St. W.  
Toronto, ON Canada M5H 3C2 Canada  
Attn: R. Shayne Kukulowicz & Ryan C. Jacobs

If to the Ad Hoc FILO Term Lender Group:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attn: Andrew Rosenberg & Jacob Adlerstein

If to the Consultant:

Tiger Capital Group  
60 State Street, 11<sup>th</sup> Floor  
Boston, MA 02109  
Attn: Mark P. Naughton

with copies (which shall not constitute notice) to:

Great American Group, LLC  
21255 Burbank Blvd., Suite 400  
Woodland Hills, CA 91367  
Attn: Scott K. Carpenter and Marina Fineman

If the parties are unable to resolve the dispute, either the landlord or the Debtors shall have the right to schedule a hearing before the Court on no less than five (5) days' written notice to the other party, served by email or overnight delivery.

## Exhibit A

### Canadian Sale Guidelines

The following procedures shall apply to the Sale to be conducted at the Stores of General Nutrition Centres Company (the “**Merchant**”). All terms not herein defined shall have the meaning set forth in the Consulting Agreement by and between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (collectively with their respective U.S. affiliates, the “**Consultant**”) and the Merchant dated as of June 18, 2020 (the “**Consulting Agreement**”).

1. Except as otherwise expressly set out herein, and subject to: (i) the orders granted or issued in the Merchant’s bankruptcy case (the “**Bankruptcy Case**”) in the United States of America under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) and the Merchant’s ancillary proceedings (the “**CCAA Proceedings**”) in Canada under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (individually, an “**Order**”, and, collectively, the “**Orders**”); or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”) and approved by each of the Consultant and Information Officer in writing, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected Landlords are privy for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remains open during its normal hours of operation provided for in its respective Lease until the respective Sale Termination Date for such Store. The Sale at the Stores shall end by no later than the Sale Termination Date. Rent payable under the respective Leases shall be paid in accordance with the terms of the Orders, as applicable.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as an “everything on sale”, an “everything must go”, a “store closing” or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a “bankruptcy”, a “going out of business” or a “liquidation” sale it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon written request from a Landlord, the Landlord’s counsel, the Merchant or the Information Officer, the Consultant shall provide the proposed signage

packages along with the proposed dimensions and number of signs (as approved by the Merchant pursuant to the Consulting Agreement) by e-mail to such Landlord(s) or to their counsel of record and the Information Officer. Where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow or handwritten signage (unless otherwise contained in the sign package, including “you pay” or “topper” signs). In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Stores with a separate entrance from the exterior of the enclosed mall, provided, however, that where such banners are not explicitly permitted by the applicable Lease and the Landlord requests in writing that the banners are not to be used, no banners shall be used absent further Order of the Court. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant. If a Landlord is concerned with “store closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Consultant and the Landlord will discuss the Landlord’s concerns and work to resolve the dispute.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final”.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord, and no advertising trucks shall be used on a Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are materially in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the

Merchant) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease. Any fixtures or personal property left in a Store after the Sale Termination Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.

10. Subject to the terms of paragraph 9 above, the Consultant may sell Offered FF&E which is located in the Stores during the Sale. The Merchant and the Consultant may advertise the sale of Offered FF&E consistent with these guidelines on the understanding that any applicable Landlord may require that such signs be placed in discreet locations acceptable to the applicable Landlord, acting reasonably. Additionally, the purchasers of any Offered FF&E sold during the Sale shall only be permitted to remove the Offered FF&E either through the back shipping areas designated by the applicable Landlord, or through other areas after regular store business hours, or through the front door of the Store during store business hours if the Offered FF&E can fit in a shopping bag, with applicable Landlord's supervision as required by the applicable Landlord. The Consultant shall repair any damage to the Stores resulting from the removal of any Offered FF&E by Consultant or by third party purchasers of Offered FF&E from Consultant.
11. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove Offered FF&E from the Stores. The Merchant will arrange a walk through with each Landlord that requests a walk through with the Consultant to identify the Offered FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Store to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or pursuant to the dispute resolution section of the Canadian Store Closing Procedures. If the Merchant has rejected the Lease governing such Store in accordance with the Bankruptcy Code, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for under the Bankruptcy Code), and the rejection of the Lease shall be without prejudice to the Merchant's or Consultant's claim to the FF&E in dispute.
12. If a rejection notice is delivered to a Landlord pursuant to the Bankruptcy Code while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of such rejection, the applicable Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Consultant 24 hours' prior written notice; and (b) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.

13. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the applicable Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. The Merchant and the Consultant shall not conduct any auctions of Merchandise or Offered FF&E at any of the Stores.
15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for the Consultant shall be Daniel Richer who may be reached by phone at 416-865-4445 or email at driche@fasken.com. Contact persons for the Merchant and the Information Officer are set out in the Canadian Store Closing Procedures. If the parties are unable to resolve the dispute between themselves, the notice and dispute sections of the Canadian Store Closing Procedures shall be followed by the parties. For the duration of any such dispute, the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court; provided, for greater certainty, that if a banner has been hung in accordance with these Canadian Sale Guidelines and is thereafter the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of the dispute.
16. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Canadian Sale Guidelines may be amended by written agreement between the Merchant, the Consultant and any applicable Landlord (provided that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court).



**EXHIBIT 2**

**Closing Stores**

Loc Number	Location Name	Location Address	Location City	Location State / Province
4297	Hillside Shopping Centre	1644 Hillside Avenue	Victoria	BC
4232	Robson Streetfront	1126 Robson Street	Vancouver	BC
4193	Guildford Town Center	10355 152 St	Surrey	BC
4243	Kelowna Mall	2271 Harvey Ave	Kelowna	BC
4038	Smart Centres Central @ G	1825-4720 McClelland Road	Richmond	BC
4016	Scotia Plaza	40 King St West Box 108	Toronto	ON
4043	Sunridge Mall	2525-36Th Street Ne	Calgary	AB
4065	Market Mall	3625 Shaganappi Trail	Calgary	AB
4239	Deerfoot Mall	#107 951 64 Av Ne	Calgary	AB
4188	Harvest Pointe Sc	5233 Ellerslie Rd Sw	Edmonton	AB
4048	Halifax Shopping Center	7001 Mumford Road	Halifax	NS
4124	Carrefour Angrignon	7077 Newman Boulevard	Lasalle	PQ
4022	St. Laurent S.C.	1200 St Laurent Blvd	Ottawa	ON
4028	Cornwall Square	1 Water Street East	Cornwall	ON
4059	Northgate Square	489 Albert Street North	Regina	SK
4184	Oshawa Centre	419 King Street West	Oshawa	ON
4050	Markville Town Centre	5000 Hwy 7 East	Markham	ON
4127	Stone Road Mall	435 Stone Road West	Guelph	ON
4117	Vaughan Mills	1 Bass Pro Mills Dr	Vaughan	ON
4201	Shoppes On Queen West	601 Queen Street West	Toronto	ON
4090	Argyle Mall	332 Clarke Road	London	ON
4174	Walker Place	4140 Walker Rd	Windsor	ON
4072	Driftwood Mall	2751 Cliffe Ave	Courtenay	BC
4235	Coquitlam Centre	2929 Barnet Highway	Coquitlam	BC
4278	Village Green Centre	4900 27Th Street	Vernon	BC
4504	Woodgrove Centre	6631 Island Highway N	Nanaimo	BC
4061	Londonderry Mall	137Th Ave & 66Th St	Edmonton	AB
4170	Erin Ridge Power Centre	935 St.Albert Trail	St Albert	AB
4180	Manning Town Centre	15733 37 Street	Edmonton	AB
4183	The Quarry	20 Quarry Street East	Cochrane	AB
4191	York Station	275 Broadway St E	Yorkton	SK
4286	Southlands Crossing	1991 Strachan Rd	Medicine Hat	AB
4503	Deerfoot Meadows	840-8180 11Th Street Se	Calgary	AB
4177	Avalon Mall	48 Kenmount Rd	St. Johns	NL
4131	Yarmouth Mall	76 Starrs Road	Yarmouth	NS
4052	Place D'Orleans	110 Place D'Orleans Dr	Ottawa	ON
4008	Southhill Shopping Centre	9325 Yonge Street	Richmond Hill	ON
4086	Bridgeport Plaza	13/14-94 Bridgeport Rd Ea	Waterloo	ON
4162	Gladstone Queen West Reta	4 Gladstone Ave	Toronto	ON
4171	Smartcentres Vaughan	3604 Major Mackenzie Dr	Vaughan	ON
4181	Shops At Don Mills	1090 Don Mills Rd	Toronto	ON
4186	North Park Sc	1405 Lawrence Ave W	Toronto	ON
4196	Shoppers World Danforth	3003 Danforth Ave	Toronto	ON
4204	Smartcentres St. Catharin	420 Vansickle Road	St. Catharines	ON
4248	Crossroads	2625B Weston Road	North York	ON
4256	Rio Centre Oakville	478 Dundas Street West	Oakville	ON
4506	Smart Centres Bradford	547 Holland St West	Bradford	ON
4150	Sudbury S Shopping Center	2408 Long Lake Rd	Sudbury	ON
4198	Collingwood Centre	99 Balsam Street	Collingwood	ON
4206	Smartcentres St. Thomas	1063 Talbot Street	St. Thomas	ON
4032	Lougheed Mall	9855 Austin Ave	Burnaby	BC
4084	Haney Place Mall	149-11900 Haney Pl	Maple Ridge	BC
4234	Tamarack Centre	1500 Cranbrook St N.#115	Cranbrook	BC
4280	Capilano Mall	935 Marine Dr	N. Vancouver	BC
4199	Tsawwassen Mills	5000 Canoe Pass Way	Tsawwassen	BC
4267	Bankers Hall	315 8Th Avenue Sw Ste 345	Calgary	AB
4039	St. Vital Center	130-1225 St Mary'S Rd	Winnipeg	MB
4054	Kildonan Place	1555 Regent Ave West	Winnipeg	MB
4066	Cornwall Mall	2102-11Th Ave	Regina	SK
4283	Southcentre Mall	100 Anderson Rd. S.E.	Calgary	AB
4207	Outlet Collection Winnipe	555 Sterling Lyon Parkway	Winnipeg	MB
4208	Premium Outlet Collection	#1 Outlet Collection Way	Edmonton Airport	AB

Loc Number	Location Name	Location Address	Location City	Location State / Province
4067	Mayflower Mall	800 Grand Lake Road	Sydney	NS
4229	Regent Mall	1381 Regent Street	Fredericton	NB
4200	Colby Village	920 Cole Harbour Road	Dartmouth	NS
4159	Quartier Dix 30	8900 Blvd Leduc	Brossard	PQ
4192	Smartcentres Mascouche	117 Montee Masson	Mascouche	PQ
4179	Les Promenades Gatineau	1000 Blvd Maloney Quest	Gatineau	PQ
4185	Kemptville Colonnade Reta	304 Colonnade Dr	Kemptville	ON
4000	The Promenade Mall	1 Promenade Circle	Thorn Hill	ON
4017	Upper Canada Mall	17600 Yonge St	Newmarket	ON
4026	Burlington Mall	777 Guelph Line	Burlington	ON
4037	Eglinton Square S.C.	1431-1437 Victoria Park A	Toronto	ON
4075	Cloverdale Mall	250 The East Mall	Toronto	ON
4144	Georgetown Market Place	280 Guelph Street	Georgetown	ON
4189	Centerpoint Mall	6464 Younge St	Toronto	ON
4203	Yonge Sheppard Centre	4841 Yonge Street	Toronto	ON
4157	Riocan Marketplace	2181 Steele Ave West	Toronto	ON
4194	410 At Steeles	35 Resolution Dr	Brampton	ON
4287	Rio-Can Milton	1155 Maple Avenue	Milton	ON
4091	Heritage Place	1350 16Th Street East	Owen Sound	ON
4225	Lambton Mall	1380 London Road Unit33	Sarnia	ON
4263	White Oaks Mall	1105 Wellington Rd	London	ON
4270	Northgate Square	1500 Fisher St	North Bay	ON
4510	Station Mall	293 Bay Street	Sault Ste Marie	ON
4020	Intercity S/C	1000 Fort William Rd	Thunder Bay	ON
7467	330 5TH AVE	330 5Th Ave	New York	NY
1208	31 65 STEINWAY ST	31 65 Steinway St	Astoria	NY
3800	125 PARK AVENUE	125 Park Ave	New York	NY
9118	684 THIRD AVENUE	684 Third Avenue	New York	NY
1569	220 O'FARRELL ST	220 O'Farrell St	San Francisco	CA
2564	1034-1036 THIRD AVE	1034-1036 Third Ave	New York	NY
2479	HOLLYWOOD & HIGHLAND	6801 Hollywood Blvd	Los Angeles	CA
7621	159 COLUMBUS AVE	159 Columbus Ave	New York	NY
7123	BRATTLE SQUARE	One Brattle Square	Cambridge	MA
8841	349 NEWBURY STREET	349 Newbury St	Boston	MA
1324	70 S 69TH ST	70 S 69Th St	Upper Darby	PA
2384	812 DAVIS ST	812 Davis St	Evanston	IL
6247	QUEENS CENTER	90-15 Queens Boulevard	Elmhurst	NY
8523	FASHION SHOW MALL	3200 Las Vegas Blvd	Las Vegas	NV
5047	ROOSEVELT FIELD MALL	630 Old Country Road	Garden City	NY
1443	PHEASANT LANE MALL	310 Daniel Webster Highway	Nashua	NH
560	WESTFIELD BRANDON	356 Brandon Town Ctr Mall	Brandon	FL
360	DEPTFORD MALL	1750 Deptford Center Rd	Deptford	NJ
3079	STAMFORD TOWN CENTER	100 Greyrock Place	Stamford	CT
1220	WESTWOOD MALL	1754 West Michigan Ave	Jackson	MI
817	WESTFIELD ANNAPOLIS	1032 Annapolis Mall	Annapolis	MD
846	WHITE MARSH MALL	8200 Perry Hall Blvd.	Baltimore	MD
6273	PROVIDENCE PLACE MALL	54 Providence Place	Providence	RI
358	WESTLAND MALL	35000 W. Warren Road	Westland	MI
2956	BAYSHORE TOWNE CENTER	440 W Northshore Drive	Glendale	WI
5130	GURNEE MILLS	6170 W Grand Avenue	Gurnee	IL
3531	GLOUCESTER PREMIUM OUTLET	1125 S. Blackhorse Pike	Blackwood	NJ
1584	POTOMAC MILLS	2700 Potomac Mills Circle	Woodbridge	VA
366	CINCINNATI PREMIUM OUTLET	400 Premium Outlets Drive	Monroe	OH
88	TWIN CITIES PREMIUM OUTLE	3965 Eagan Outlets Pkwy	Eagan	MN
130	TANGER OUTLETS	400 South Wilson Road	Sunbury	OH
590	TANGER OUTLET - HWY 501	4635 Factory Stores Blvd	Myrtle Beach	SC
5333	TANGER OUTLETS SOUTHAVEN	5205 Airways Blvd	Southaven	MS
5920	PASEO COLORADO	300 E. Colorado Blvd	Pasadena	CA
2376	RIVERMARK VILLAGE	3935 Rivermark Plaza	Santa Clara	CA
7038	UNIVERSITY TC	140 University Tc	Sarasota	FL
5053	PHILIPS PLAZA	675 Sunrise Highway	Lynbrook	NY
8180	MARKETPLACE CENTER	1361 Covell Blvd	Davis	CA

Loc Number	Location Name	Location Address	Location City	Location State / Province
9283	CROSS KEYS COMMONS	3501 Rt 42	Turnersville	NJ
349	SHOPS AT NANUET	5107 Fashion Dr	Nanuet	NY
3474	CRANBERRY PLAZA	2991-J Cranberry Highway	East Wareham	MA
2644	EAST HANOVER SC	240 State Route 10	East Hanover	NJ
7121	SHOPS AT FALLEN TIMBERS	6832 Russell Road	Maumee	OH
5273	HERSHEY SQUARE S. C.	1138 Mae Street	Hummelstown	PA
7230	NORTH HILLS CENTRE	1144 Lonnie Abbott Blvd	Ada	OK
5574	HAMPTON VILLAGE CENTER	2771 South Rochester Rd	Rochester Hills	MI
6101	PARKSIDE SC	7800 John Davis Drive	Frankfort	KY
7781	875 SIXTH AVE	875 Avenue Of Americas	New York	NY
2927	1569 FLATBUSH AVENUE	1569 Flatbush Ave	Brooklyn	NY
4358	EIELSON AFB	Building 405 Broadway	Eielson	AK
9860	TYSENS PARK S/C	2722 Hylan Blvd	Staten Island	NY
5296	BRADLEE CENTER	3690 North King Street	Alexandria	VA
255	THE YARDS BOILERMAKER SHO	300 Tingey St Se	Washington	DC
5431	EL CERRITO PLAZA	230 El Cerrito Plaza	El Cerrito	CA
8759	CULVER CENTER	3810 Midway Avenue	Culver City	CA
1267	EAST HILLS VILLAGE	2671 Oswell Street	Bakersfield	CA
3389	SIMSBURY COMMONS	530 Bushy Hill Road	Simsbury	CT
9584	THE SHOWCASE AT INDIO	42425 C Jackson Street	Indio	CA
5150	PLAZA CAYEY	Pr 1 Km 55.2	Cayey	PR
6165	MONTVILLE COMMONS	2020 Norwich-New London T	Montville	CT
5219	SAN FELIPE PLAZA	1735 South Voss	Houston	TX
9028	VALLEY CENTRAL SC	44418 Valley Central Way	Lancaster	CA
8234	COLLEGE SQUARE	210 College Square	Newark	DE
311	WALMART PLAZA	656 New Haven Ave	Derby	CT
5085	WESTCLIFF PLAZA	1036 Irvine Ave	Newport Beach	CA
7354	KMART SHOPPING CENTER	3036 Route 35 South	Hazlet	NJ
2272	FOUNTAINS OF MIRAMAR	2933 Sw 160Th Ave	Miramar	FL
7421	JANTZEN BEACH HAYDEN ISLA	12152 N Pavilion Ave	Portland	OR
5463	BURBANK CROSSING	7929 S Harlem Avenue	Burbank	IL
5720	CORNERSTONE @ LAKE HEART	10524 Moss Park Rd	Orlando	FL
8866	CHERRY HILL SHOPPING CENT	462 Hempstead Turnpike	West Hempstead	NY
2416	EDGEWOOD TOWN CENTER	438-D E Edgewood Blvd	Lansing	MI
104	ORCHARD SC	208 S 72Nd Ave	Yakima	WA
5547	KENTLANDS SQUARE	251 Kentlands Boulevard	Gaithersburg	MD
9001	JACKSONVILLE PLAZA	2050 John Harden Drive	Jacksonville	AR
2025	OLD TOWN SQUARE	1237 North Clybourn Ave	Chicago	IL
5257	FIESTA TRAILS PLAZA	5238 Dezavala Road	San Antonio	TX
9673	ELMHURST CROSSING SHOPPIN	177 South Route 83	Elmhurst	IL
3504	BRENTWOOD PLAZA	8485 Winton Road	Cincinnati	OH
5190	HILLSBORO SHOPPING CENTER	649 Route 206 Door 8	Hillsborough	NJ
7000	BAYSHORE GARDENS	6028 14Th Street West	Bradenton	FL
2271	ROCHESTER CROSSING	160-162 Washington Street	Rochester	NH
7655	ORO VALLEY MARKETPLACE	2060 E Tangerine Road	Oro Valley	AZ
9801	SOUTHBRIDGE CROSSING	8082 Oak Carriage Court N	Shakopee	MN
2078	MASSILLON MARKET	38 Massillon Marketplace	Massillon	OH
2092	MERCHANTS PARK SHOPPING C	953 N Shepherd Dr	Houston	TX
5157	PLAZA SQUARE	667 Hamburg Turnpike	Wayne	NJ
2091	THE MARKET AT OAKLAND	3006 S Morgan'S Pt Rd	Mt Pleasant	SC
977	VIERA MARKETCENTER	6729 Colonnade Ave	Viera	FL
5289	COMMONS AT ISSAQUAH	755 West Gilman Blvd.	Issaquah	WA
1292	PINEHURST SQUARE	1001 W Interstate Ave	Bismarck	ND
9513	TRENTON CROSSING	7600 N. 10Th St	Mcallen	TX
8557	PIERPOINT CENTRE	716 Venture Drive	Morgantown	WV
7207	GOLDEN GATE SHOPPING CTR	1513 Golden Gate Rd	Mayfield Heights	OH
833	SUSSEX PLAZA	22881 Sussex Highway	Seaford	DE
617	HEARTLAND VILLAGE SHOPPES	8411 Windfall Lane	Camby	IN
5585	BATTLEGROUNDS PLAZA	3724-H Battleground Ave	Greensboro	NC
7810	SHOPPES @ PARADISE KEY	4433 Commons Drive East	Destin	FL
1268	AMSTERDAM COMMONS	330 Amsterdam Commons	Amsterdam	NY
7959	BLUE RIDGE CROSSING	4173 Sterling Ave	Kansas City	MO

Loc Number	Location Name	Location Address	Location City	Location State / Province
8507	SUNSHINE SQUARE	546 East Woolbright Rd	Boynton Beach	FL
5160	WEST VOLUSIA REGIONAL S/C	2707 South Woodland	Deland	FL
1864	SHELBYVILLE SC	114 Lee Blvd	Shelbyville	IN
7323	HAVENDALE SQUARE	382 Havendale Square	Auburndale	FL
138	SHOPPES AT PRAIRIE RIDGE	9901 77Th Street	Pleasant Prairie	WI
24	BROOKDALE CORNER	5605 Xerxes Ave	Brooklyn Center	MN
9540	FRANCIS POINTE	106 Francis Lane	Beaver Dam	WI
1812	TRAMONTO MARKETPLACE S/C	3134 W. Carefree Hgwy	Phoenix	AZ
7388	MIDDLEBURG CROSSINGS	2640 Blanding Blvd	Middleburg	FL
5461	RIVER RUN SHOPPING CENTER	9929 Miramar Parkway	Miramar	FL
294	GRAVOIS BLUFFS	#35 Gravois Bluffs Plaza	Fenton	MO
3923	HICKORY FLAT VILLAGE	6175 Hickory Flat Highway	Canton	GA
7158	FRANKLIN CENTRE	915 B Hwy 321	Lenoir	TN
2023	OAK HOLLOW SQUARE	1589 Skeet Club Rd	High Point	NC
2861	CULVER RIDGE PLAZA	2255 East Ridge Rd	Rochester	NY
3618	EPHRATA MARKETPLACE	852 East Main Street	Ephrata	PA
2249	TUDOR SHOPS	975 Ne Rice Road	Lee'S Summit	MO
6812	OSWEGO PLAZA	140 State Rt 104	Oswego	NY
9124	BEAR VALLEY SHOPPING CENT	3100 South Sheridan Blvd	Denver	CO
8684	TRI STATE MALL	10 E Route 23 N	Montague	NJ
3989	MOANALUA SHOPPING CTR	930 Valkenburgh St	Honolulu	HI
1733	SOUTHERN CROSSING	10922 South Memorial Dr	Tulsa	OK
1722	VALLEY STATION	1268 South Us189	Heber	UT
9786	PINE TREE PLAZA	550 36Th Ave South West	Altoona	IA
6059	POPLAR CREEK PLAZA	305 Leonardwood Dr	Frankfort	KY
3678	THE PROMENADE	16255 N Scottsdale Rd	Scottsdale	AZ
8909	METRO JUNCTION	4894 Highway 18 West	Jackson	MS
7407	MCDONOUGH MARKETPLACE	117 Willow Lane	Mcdonough	GA
5608	TOWER PLAZA	1386 S Centerville Rd	Sturgis	MI
8637	BROOKDALE SQUARE	22351 Pontiac Trail	South Lyon	MI
1364	WHITNALL SQUARE	4698 S Whitnall Avenue	Milwaukee	WI
8771	MARKS SQUARE	4600 Mobile Highway #11	Pensacola	FL
8770	MIDTOWN SQUARE SHOPPING C	1573 Gause Boulevard	Slidell	LA
1999	UNIVERSITY COMMONS	1930 1st Capitol Drive	St Charles	MO
702	GAINES MARKETPLACE	1827 Marketplace Dr Se	Caledonia	MI
2827	MARKETPLACE S.C.	I-79 & Route 33	Weston	WV
1300	FOREST PLAZA WEST BLD 1	3207-B Forest Brook Rd	Lynchburg	VA
6138	TWIN OAKS CENTER	2001 5Th Street	Silvis	IL
1441	1882 3RD AVENUE	1882 3Rd Avenue	New York	NY
9656	3453 JEROME AVE	3453 Jerome Ave	Bronx	NY
1393	1609 WESTCHESTER AVE	1609 Westchester Ave	Bronx	NY
3841	5530 WALNUT STREET	5530 Walnut Street	Pittsburgh	PA
4340	CAMP PENDLETON (MINI)	15100 Camp Pendleton	Camp Pendleton	CA
4360	FORT BRAGG (82ND)	82Nd Abn Troop Store	Fort Bragg	NC
4335	SAN DIEGO NB (DOCKSIDE)	Naval Station	San Diego	CA
4430	LEMOORE NAS	Building #795	Lemore Nas	CA
4484	FORT BLISS (COMM CENTER)	Bldg 20752 Gulf Victory W	El Paso	TX
4354	MOUNTAIN HOME AFB	625 Gunfighter Ave	Mountain Home Afb	ID
4322	BARKSDALE AFB	455 Curtis Road	Barksdale Afb	LA
4323	FAIRCHILD AFB	Building 2465	Fairchild Afb	WA
4356	VANDENBERG AFB	Building 10400	Vandenberg Afb	CA
4363	FORT LEE (PXTRA)	Building 9025	Fort Lee	VA
4414	PATUXENT RIVER NAS	22099 Cuddihy Road	Patuxent River	MD
4456	LOS ANGELES AFB	483 N. Aviation Blvd	El Segundo	CA
4339	EDWARDS AFB	Abx Exchange	Edwards Afb	CA
4404	SEYMOUR JOHNSON AFB	1350 Edwards Street	Goldsboro	NC
4398	BELLE CHASE NAS JRB	400 Russell Ave	Belle Chasse	LA
4478	FORT BLISS (MINI)	13471 Sergeant Major Blvd	El Paso	TX
4418	HUNTER ARMY AIRFIELD	130 Haley Ave	Savannah	GA
4462	BEAUFORT MCAS	Building 1283 Giegor Ave	Beaufort	SC
4352	F.E. WARREN AFB	617 Missile Drive	Cheyenne	WY
4304	DOVER AFB	266 Galaxy Way	Dover Afb	DE

Loc Number	Location Name	Location Address	Location City	Location State / Province
4370	GULFPORT NCBC	Bldg. 470	Gulfport	MS
4435	PORTSMOUTH NAVAL HOSPITAL	Store 39/30 Bldg 3	Portsmouth	VA
4498	DYESS AFB	260 Commissary Road	Abilene	TX
4371	TYNDALL AFB	220 Mall Ln Ste 2	Tyndall Afb	FL
4497	PARRIS ISLAND MCRD	Building 406	Parris Island	SC
4361	EGLIN AFB (MINI)	4310 77Th Special Forces	Eglin Afb	FL
2328	CHULA VISTA CENTER	555 Broadway	Chula Vista	CA
2540	PEAR TREE SHOPPING CENTER	532 East Perkins Street	Ukiah	CA
1131	LOS ALTOS CENTER	5555 Stearns St	Long Beach	CA
5820	CLAYTON STATION	5435H Clayton Road	Clayton	CA
7155	66-69 FRESH POND RD	66-69 Fresh Pond Rd	Ridgewood	NY
7657	TIMBERHILLS S.C.	1067 Mono Way	Sonora	CA
6782	SHOPPES @ FOXCHASE	4651 Duke St	Alexandria	VA
1856	NAPA JUNCTION	6040 Main Street	American Canyon	CA
7690	MILL POND VILLAGE	380-Cs Egg Harbor Road	Sewell	NJ
7120	SOUTHPORT TOWN CENTER	2050 Town Center Plaza	West Sacramento	CA
3303	TRI CITY PLAZA	160 Tri City Road	Somersworth	NH
2707	THE PROMENADE AT BOLINGBR	639 E Boughton Rd	Bolingbrook	IL
5511	BEARDS HILL PLAZA	971 Beards Hill Road	Aberdeen	MD
6216	MEADOWVIEW SQUARE	2500 State Rte 59 Ste # 8	Kent	OH
1387	PLAZA PRADOS DEL SUR LOCA	Intersection Of State Rds	Santa Isabel	PR
51	THE SHOPPES AT CINNAMINSO	127 Route 130 South	Cinnaminson	NJ
652	CROSSING AT LISBON	193 River Road	Lisbon	CT
7895	LONDON GROVE VILLAGE	905 Gap Newport Pike	Avondale	PA
3031	PINE CREEK S.C.	716-A Freeman Lane	Grass Valley	CA
3945	FOOD FOR THOUGHT	45 Northern Boulevard	Greenvale	NY
1245	PENNISULA CROSSING	26670 Centerview Drive	Millsboro	DE
2893	TANTALLON CENTER	10729 Indian Highway	Fort Washington	MD
2797	MISSION PLAZA	1412 N. H Street Suite C	Lompoc	CA
3433	NORTH PROVIDENCE MARKET	11 Smithfield Road	North Providence	RI
3719	TWINSBURG TOWN CENTER	8934 Darrow Road	Twinsburg	OH
5051	NISQUALLY PLAZA	1010 Yelm Ave E	Yelm	WA
9360	ALDEN BRIDGE SHOPPING CEN	8000 Research Forest Driv	The Woodlands	TX
8984	PLAZA DEL OESTE	Ave Casto Perez #313	San German	PR
2327	BERLIN CIRCLE PLAZA	116 Walker Ave	West Berlin	NJ
3028	SHILOH CENTER	6400 Hembree Lane	Windsor	CA
1479	GREENPORT COMMONS	424 Fairview Ave	Hudson	NY
2254	NORTH HAVEN PAVILION	200 Universal Drive North	North Haven	CT
7802	ROMEOVILLE TOWNE CENTER	427 North Weber Road	Romeoville	IL
8360	SUFFOLK SHOPPING CENTER	4046 Nesconset Hghwy #1B	East Setauket	NY
7624	GIBBSTOWN S.C.	401 Harmony Road	Gibbstown	NJ
2474	MEADOW BROOK CROSSING	124 State Road 101A	Amherst	NH
6173	LEXINGTON STATION	3833 Lexington Avenue	Arden Hills	MN
6512	VILLAGE COMMONS AT WESLEY	5922 Weddington Monroe Rd	Wesley Chapel	NC
5387	DUNLAWTON SQUARE	3859 South Nova Road	Port Orange	FL
8531	NEWPORT NORTH SC	1280 Bison Avenue	Newport Beach	CA
5351	NEW HOPE CITY CENTER	4237 Winnetka Ave	New Hope	MN
2765	REYNOLDA MANOR	2828 Reynolda Rd Nw	Winston Salem	NC
6292	GEORGESVILLE SQUARE	1617 Georgesville Square	Columbus	OH
8710	SANTA FE SHOPPING CENTER	13505 South Mur-Len	Olathe	KS
5727	WINTER SPRINGS TC	1188 Cliff Rose Dr	Winter Springs	FL
7322	BATTLE GROUND MARKET CTR	2210W Main Streetsuite113	Battle Ground	WA
9859	SHERWOOD MARKET CENTER	16008 Sw Tualatin-Sherwoo	Sherwood	OR
6237	THE VILLAGE IN BLAINE	4335 Pheasant Ridge Dr	Blaine	MN
1368	MONROE PLAZA	19817 State Route 2	Monroe	WA
7445	DANIEL'S CROSSING S/C	6900 Daniels Parkway	Fort Myers	FL
5482	CORALWOOD MALL	2301 Del Prado Blvd H-6	Cape Coral	FL
5573	COLLEGE PARK SHOPPING CTR	3455 West 86Th Street	Indianapolis	IN
6524	NORTH MOUNTAIN VILLAGE	3431 W Thunderbird Rd	Phoenix	AZ
5855	YAKIMA 40TH AVE S.C	1300 N. 40Th Ave.	Yakima	WA
5567	SHOPS AT MALTA	15 Kendall Way	Malta	NY
9341	SAWGRASS PROMENADE	1335 South Military Trai	Deerfield Beach	FL

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6316	WATERBURY PLAZA	152 Chase Ave	Waterbury	CT
2647	WARETOWN TOWN CENTER	501 Route 9 Suite 300	Waretown	NJ
5307	PENN HILLS CENTER	28 Federal Drive	Penn Hills	PA
2670	SAM HOUSTON TC	12709 Interstate Hwy 45 N	Willis	TX
2094	PARADISE SHOPPES OF SUMME	1585 Central Ave	Summerville	SC
322	BROOKDALE SHOPPING CENTER	9651-100 Brookdale Drive	Charlotte	NC
7428	SETH CHILD COMMONS	830 Commons Place	Manhattan	KS
184	PALOMAR PLAZA	961 Palomar Airport Rd	Carlsbad	CA
1865	ANTIOCH CROSSING S/C	417 E II Rte 173	Antioch	IL
5460	KMART PLAZA EAST	4445 Buffalo Road	Erie	PA
3583	GIG HARBOR NORTH	11430 51st Ave Nw	Gig Harbor	WA
8831	SIGNAL MT VILLAGE SC	541 Signal Mountain Rd -	Chattanooga	TN
2336	OTTER CREEK S.C.	248 S. Randall Road	Elgin	IL
1376	SHOPRITE SHOPPING CENTER	360 Connecticut Ave	Norwalk	CT
6064	SUWANNEE PLAZA	6824 Suwannee Plaza Ln	Live Oak	FL
8364	WHEATLAND MARKET PLACE	3108 S. Route 59	Naperville	IL
1575	TORRINGTON COMMONS	225 High Street	Torrington	CT
7619	SPRINGS VILLAGE S.C.	3953 S. State Hwy 97	Sand Springs	OK
8401	KNOX VILLAGE SQUARE	1504-B Coshacton Ave	Mt. Vernon	OH
7348	DESERT MOUNTAIN PLAZA	4650 Woodrow Bean	El Paso	TX
5171	NORTHWEST PROMENADE	6737 Manatee Ave W	Bradenton	FL
7282	PARKWAY PLAZA	285 Cumberland Pkwy	Mechanicsburg	PA
3779	WAHIAWA TOWN CENTER	935 California Avenue	Wahiawa	HI
6882	OZARK TOWN CENTER 1	1721 S 20Th St	Ozark	MO
2406	SURPRISE LAKE SQUARE	900 East Meridian #22	Milton	WA
5885	POKEGAMA ROAD	2046 S Pokegama Ave	Grand Rapids	MN
9190	WAYNE AVENUE PLAZA	949 Wayne Avenue	Chambersburg	PA
2166	NEWPORT COAST PLAZA	21151 Newport Coast Dr	Newport Beach	CA
7636	COBB PARKWAY SC	2774 N Cobb Parkway	Kennesaw	GA
1873	OVERLAND PLAZA	9126 Page Avenue	Overland	MO
3926	NORWALK KORNNERS S.C.	201 Milan Avenue	Norwalk	OH
5537	NORTHWOOD PLAZA	1966 Northwood Plaza	Franklin	IN
5430	TRAIL PLAZA	1056 S.W. 67Th Ave	Miami	FL
1045	SHOREGATE S.C.	30010 Lakeshore Avenue	Willowick	OH
2236	BROOKGATE SHOPPING CENTER	5773 Smith Road	Brook Park	OH
7672	FOUNTAIN OAKS SC	4920 Roswell Rd	Atlanta	GA
9097	BLOOMFIELD AVENUE SHOPPES	6089 Haggerty Road	West Bloomfield	MI
8051	EDGEWOOD TOWN CENTER	1725 South Braddock Ave	Pittsburgh	PA
8611	WEST SHORE PLAZA	1831 Sherman Blvd	Muskegon	MI
1690	PRESIDENTIAL PARKWAY PLAZ	168 Keul Rd	Dixon	IL
626	PHOENIX CENTER II	3016 Phoenix Center Drive	Washington	MO
8846	THE WALNUT GROVE	4010 University Ave	Madison	WI
6587	PLAZA SHOPPING CENTER	1027 South Muskogee	Talequah	OK
27	LUMBERTON PLAZA	1636 Rt 38 & Earyestown	Lumberton	NJ
8193	COLONY SQUARE	726 East Main Street	Lebanon	OH
1571	JORDAN LANE	1416 Berlin Turnpike	Wethersfield	CT
2104	NAMEOKI VILLAGE	3455 Nameoki Road	Granite City	IL
7406	POST COMMONS	4100 North Wickham Rd	Melbourne	FL
6363	MERRY MEETING PLACE	147 Bath Road	Brunswick	ME
6845	APPLETREE MALL	Orchard View Drive &	Londonderry	NH
8905	SHOPS AT EAGLE PROMENADE	3116 E State St	Eagle	ID
75	MANHATTAN PLACE	1801 Manhattan Blvd	Harvey	LA
3953	GEIST CROSSING	9805 Fall Creek Road	Indianapolis	IN
65	ONE YANKTON PLACE	3013 Broadway Ave Suite 4	Yankton	SD
5578	MIRASOL WALK	6231 Pga Blvd	Palm Beach Gardens	FL
6683	SUGAR CREEK CENTER	36 Sugar Creek Center	Bella Vista	AR
5921	SOUTHLAND CROSSINGS	1220 Doral Rd	Youngstown	OH
6696	TOWN & COUNTRY S.C.	494 C.W. Plaza Drive	Columbia City	IN
1883	MOUNTAIN VIEW VILLAGE	4608 W Partridgehill Lane	Riverton	UT
5734	PUBLIX @ FISHHAWK RANCH	5662 Fishhawk Crossing Bl	Lithia	FL
6536	INDIAN TRAIL SQUARE	5739 Preston Hwy	Louisville	KY
835	BROOKS EDGE PLAZA	81A South Main Street	Marlboro	NJ

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1145	CIRCLEVILLE PLAZA	1442 Circleville Plaza Dr	Circleville	OH
6661	CASTLE ROCK SQUARE	1163 East Main Street	Price	UT
5919	LAKEWOOD RANCH TC	8338 Market Street	Bradenton	FL
3692	GLENNWOOD COMMONS	820 Sunbury Rd	Delaware	OH
8695	LAKESHORE PLAZA	4137 Mountain Road	Pasadena	MD
6354	COCOA COMMONS	2301 State Hgwy #524	Cocoa	FL
5246	NORTH STATION S.C.	1486 Garner'S Station Blv	Raleigh	NC
1266	SENTRY PLAZA	10244 W. National Ave	West Allis	WI
5421	FESTIVAL @ OLD BRIDGE	12359 Dillingham Square	Lake Ridge	VA
2722	FLEMING PLACE	4023 Sw 10Th Street	Topeka	KS
5603	KROGER CENTER	2028 S. Highway 53	Lagrange	KY
528	MAPLE PARK PLAZA	283 North Weber Road	Boilingbrook	IL
6761	ELIZABETHTOWN S.C.	1575 South Market Street	Elizabethtown	PA
6037	WHISPERING WOODS PLAZA	20773 Gibraltar	Brownstone	MI
2026	WESTRIDGE SQUARE	1059 West Patrick St	Frederick	MD
637	RANDALL'S CRYSTAL FALLS T	3501 N Lakeline Blvd	Leander	TX
7794	SHOPS OF MARCO	167 S. Barfield Dr	Marco Island	FL
8612	SOUTH VILLAGE S/C	1850-C 172Nd Ave	Grand Haven	MI
5374	SOUTHLAND SC	6855 Southland Dr	Middleburg Heights	OH
3580	MINER PLAZA	2625 N. Mesa	El Paso	TX
2744	KEYSTONE PLAZA	3574 Highway 31 South	Pelham	AL
7461	SHAW'S PLAZA	770 Roosevelt Trail Road	Windham	ME
5797	WALTERBORO PLAZA	321 Bells Highway	Walterboro	SC
1630	CLIFF LAKE S.C.	1960 Cliff Lake Road	Eagan	MN
3933	HOPEWELL CROSSING SC	800 Denow Road	Hopewell Twp	NJ
5447	TRADEWINDS SHOPPING CTR	101457 Us 1	Key Largo	FL
6783	MERCHANTS WALK S.C.	215 Merchant'S Walk S.C.	Summersville	WV
2037	IMLAY PLAZA	1801 S. Cedar St	Imlay	MI
355	PINE RIDGE SQUARE	1417 West Main St	Gaylord	MI
490	DOTHAN PAVILION	4521 Montgomery Highway	Dothan	AL
8560	ROEBUCK MARKETPLACE	9172 Parkway East # 15	Birmingham	AL
2096	FOX LAKE RETAIL CENTER	1390 Us Route 12	Fox Lake	IL
7460	BELLAIR PLAZA	2661 North Atlantic Ave	Daytona Beach	FL
847	HILLCREST SHOPPING CENTER	233 Hillcrest Shopping Ct	Lower Burrell	PA
2863	WATSON CROSSING SHOPPING	33939 La Highway 16	Denham Springs	LA
2757	MCCARTY CROSSING	1026 Main Street	Jackson	OH
6773	TARGET CENTER	955 Rockland Rd	Lake Bluff	IL
7325	BOGEY HILLS PLAZA	2039 Zumbahl Road	Saint Charles	MO
40	SHOPS AT VICTORIA	4109 Houston Highway	Victoria	TX
8807	GATEWAY COMMONS	3000 Pepperell Pkwy	Opelika	AL
6240	HARWOOD CENTRAL VILLAGE	2101 Harwood Road	Bedford	TX
8934	OLYMPIAD CENTER	23052 Alicia Parkway	Mission Viejo	CA
8501	SHENANDOAH SQUARE	13704 State Road 84	Davie	FL
1456	PARKWAY COMMONS	3046 Columbia Ave	Franklin	TN
1320	NEWBERRY POINTE	144 Newberry Parkway	Etters	PA
2763	EMBASSY LAKES SHOPPING CE	2631 N. Hiatus Road	Cooper City	FL
3091	VILLAGE SHOP CENTER	1421 Losey Blvd.	La Crosse	WI
9063	WILLOW OAKS CROSSING	5011 Weddington Road	Concord	NC
8828	KENHORST PLAZA	1895 New Holland Rd	Kenhorst	PA
7465	HERITAGE MARKETPLACE	1800 Unser Blvd. Nw	Albuquerque	NM
9610	NEWTON CROSSROADS	5340 Ga Hwy 20	Covington	GA
293	ALOMA SC	2275 Aloma Ave	Winter Park	FL
5933	MABELVALE SHOPPING CENTER	10101 Mabelvale Plaza Dr	Little Rock	AR
1289	HASTINGS MARKETPLACE	1793 Market Blvd	Hastings	MN
3836	RAPIDS PLAZA	4551 8Th Street South	Wisconsin Rapids	WI
6318	MOCKSVILLE TOWN COMMONS	223 Cooper Creek Dr	Mocksville	NC
8879	PINECREST PLAZA	324 Pinecrest Plaza	Morehead	KY
5652	POTRANCO OAKS VILLAGE	9230 Potranco Road	San Antonio	TX
8942	GREAT SOUTH BAY SHP CTR	709 W Montauk Highway	West Babylon	NY
6125	LA MARQUE CROSSING	6608 Gulf Freeway	La Marque	TX
3640	SEMINOLE CENTER	3631 Orlando Drive	Sanford	FL
8936	SHOPPES AT TRINITY LAKES	12472 Sr 54	Odessa	FL



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3512	PLAZA PALMA REAL	Carr Pr-3, Km 77.8, Int	Humacao	PR
7162	SAN ANGELO PLAZA	614 W 29Th St #114	San Angelo	TX
3429	EAST VIKING PLAZA	421 Viking Plaza Dr #500	Cedar Falls	IA
8957	1890 RANCH SHOPPING CTR	1335 E. Whitestone Blvd	Cedar Park	TX
8964	CORTLANDT TOWNE CENTER	3141 East Main Street	Mohegan Lake	NY
1736	LOWE'S OUTLOT	2007 Us Highway 27	Somerset	KY
1371	NAVY BLVD	503 N Navy Blvd	Pensacola	FL
6657	STAFFORD SQUARE S/C	297 Route 72 W	Manahawkin	NJ
8858	NORTH POINT VILLAGE	1456 North Point Village	Reston	VA
318	PORT CHARLOTTE MARKETPLAC	19400 Cochran Blvd	Port Charlotte	FL
8878	DURANT SHOPPING CENTER	519 University Place	Durant	OK
8568	PLAZA @ LANDMARK	6244-F Little River Trnprk	Alexandria	VA
3925	NORTHEAST PARK SHOPPING C	210 37Th Avenue N	St. Petersburg	FL
8961	MIRA MESA MALL	8250 Mira Mesa Blvd	San Diego	CA
9378	5TH AVENUE SHOPS	1954 Ne 5Th Avenue	Boca Raton	FL
9495	WILLIAMSBURG DOWNS	5338 Central Florida Pkwy	Orlando	FL
8405	218 FIRST AVE	218 1St Ave	New York	NY
2943	470 THIRD AVENUE/32ND STR	470 Third Avenue	New York	NY
2907	124 8TH AVENUE	124 8Th Avenue	New York	NY
2930	299 BROADWAY	1St Floor	New York	NY
3301	897 8TH AVE	897 8Th Ave	New York	NY
2884	302 CANAL ST	302 Canal St	New York	NY
2098	163 WEST 72ND STREET	163 West 72Nd Street	New York	NY
7466	305 6TH AVE	305 6Th Ave	New York	NY
1824	107 SUMMER STREET	107 Summer St 1St Fl	Boston	MA
9468	2049 86TH ST	2049 86Th St	Brooklyn	NY
547	145 EAST 116TH STREET	145 East 116Th Street	New York	NY
7243	STEINWAY STREET	30-62 Steinway Street	Astoria	NY
7473	ALAMEDA LANDING	2610 5Th St	Alameda	CA
2915	75-28 37TH AVE	75-28 37Th Ave	Queens	NY
5058	1212 KINGS HIGHWAY	1212 Kings Highway	Brooklyn	NY
2119	313A HARVARD STREET	313A Harvard St	Brookline	MA
3052	REGO PARK	96-16 Queens Blvd.	Rego Park	NY
2162	CITY CENTER	2675 Geary Blvd	San Francisco	CA
2850	1336 WISCONSIN AVE	1336 Wisconsin Ave	Washington	DC
5258	7017 18TH AVENUE	7017 18Th Avenue	Brooklyn	NY
6868	1003 BISHOP ST	1003 Bishop St	Honolulu	HI
9967	116-06 QUEENS BLVD	116-06 Queens Blvd	Forest Hills	NY
3958	1940 BEACON STREET	1940 Beacon Street	Brighton	MA
6659	247 3RD AVENUE	247 3Rd Avenue	New York	NY
575	14 W. 8TH STREET	14 W. 8Th Street	Holland	MI
9664	AMTRAK STATION	2955 Market St	Philadelphia	PA
3596	GALLERIA MALL	1210 S. University	Ann Arbor	MI
2841	17 WEST	1220 17Th Street	Miami Beach	FL
4453	ELLSWORTH AFB	2725 Lemay Blvd Bldg 4020	Ellsworth Afb	SD
4374	SAN DIEGO MCRD	3800 Chosin Ave	San Diego	CA
4364	FORT HAMILTON	123 General Lee Ave	Brooklyn	NY
4349	HANSCOM AFB	100 Eglin Street	Bedford	MA
4405	COLUMBUS AFB	Bldg #160	Columbus Afb	MS
4443	HOMESTEAD ARS	29242 Coral Sea Blvd	Homestead Afb	FL
3744	INTERNATIONAL MARKET PLAC	2330 Kalakaua Avenue	Honolulu	HI
33	WILLOW BROOK MALL	1524 Willow Brook Mall	Wayne	NJ
737	WOODFIELD MALL	5 Woodfield Mall	Schaumburg	IL
327	PARK PLACE	5870 East Broadway	Tucson	AZ
816	STONERIDGE MALL	1304 Stoneridge Mall Road	Pleasanton	CA
7125	PALISADES CENTER	3490 Palisades Center Dr	West Nyack	NY
3695	WESTFIELD OAKRIDGE	925 Blossom Hill	San Jose	CA
3547	BAYSHORE MALL	3300 Broadway	Eureka	CA
2015	KING OF PRUSSIA PLAZA	160 North Gulph Road	King Of Prussia	PA
5076	APACHE MALL	646 Apache Mall	Rochester	MN
439	EASTRIDGE MALL	2200 Eastridge Loops	San Jose	CA
436	SUN VALLEY MALL	112A Sun Valley Mall	Concord	CA

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90	NORTHPARK MALL	101 North Rangeline	Joplin	MO
444	MONTCLAIR PLAZA	5090 Montclair Plaza Lane	Montclair	CA
1255	STONESTOWN GALLERIA	3251 20Th Avenue	San Francisco	CA
232	WESTFIELD SOUTH SHORE	1701 Sunrise Highway	Bay Shore	NY
1436	FLORIDA MALL	8001 S Orange Blossom Tra	Orlando	FL
342	CROSS CREEK MALL	419 Cross Creek Mall	Fayetteville	NC
9836	PANORAMA CITY MALL	8401 Van Nuys Blvd	Panorama City	CA
60	SMITH HAVEN MALL	110 Smith Haven Mall	Lake Grove	NY
5213	PARK MEADOWS TOWN CENTER	8505 Park Meadows Center	Lone Tree	CO
505	WHITE OAKS MALL	2501 W. Wabash Ave.	Springfield	IL
5581	WESTFIELD FASHION SQUARE	14006 Riverside Drive	Sherman Oaks	CA
3659	MALL OF LOUISIANA	6401 Bluebonnet Blvd	Baton Rouge	LA
85	CAPE COD MALL	769 Iyanough Road	Hyannis	MA
862	DESERT SKY MALL	7611 West Thomas Road	Phoenix	AZ
2471	THE WESTCHESTER	125 Westchester Ave	White Plains	NY
843	CONNECTICUT POST	1201 Boston Post Road	Milford	CT
5203	SQUARE ONE MALL	1201 Broadway Drive	Saugus	MA
1452	ROGUE VALLEY MALL	1600 North Riverside	Medford	OR
492	SOUTH HILL MALL	3500 S. Meridian	Puyallup	WA
50	WESTLAND MALL	1675 West 49Th Street	Hialeah	FL
784	CROSSROADS MALL	6650 South Westnedge	Portage	MI
1032	TUCSON MALL	4500 North Oracle Road	Tucson	AZ
388	OCEAN COUNTY MALL	1201 Hooper Avenue	Toms River	NJ
35	PARK CITY CENTER	581 Park City Center	Lancaster	PA
468	WOODLAND HILLS MALL	7021 South Memorial	Tulsa	OK
1444	MARLEY STATION	7900 Governor Ritchie Hwy	Glen Burnie	MD
73	KINGS PLAZA SHOPPING CTR	5283 Kings Plaza	Brooklyn	NY
5591	VISALIA MALL	2157 South Mooney Blvd	Visalia	CA
1219	SCOTTSDALE FASHION SQ	7014 E Camelback Rd	Scottsdale	AZ
718	ACADIANA MALL	5725 Johnston	Lafayette	LA
1098	WINDWARD MALL	46056 Kam Highway	Kaneohe	HI
285	SOUTHLAKE MALL	2014 Southlake Mall	Merrillville	IN
1506	LANSING MALL	5234 West Saginaw Hwy	Lansing	MI
7792	STONEWOOD CENTER	173 Stonewood	Downey	CA
1602	APPLE BLOSSOM MALL	1850 Apple Blossom Drive	Winchester	VA
1062	ARDEN FAIR MALL	1689 Arden Way	Sacramento	CA
2654	HUDSON MALL	Rt 440	Jersey City	NJ
245	SOUTHPARK MALL	4600 16 Street	Moline	IL
380	NORTH RIVERSIDE PARK	7501 West Cermak Road	North Riverside	IL
1502	PENN SQUARE MALL	2078 Penn Square	Oklahoma City	OK
386	HANES MALL	3320 Silas Creek Parkway	Winston-Salem	NC
1251	WESTFIELD PALM DESERT	72840 Highway Iii	Palm Desert	CA
377	QUAKER BRIDGE MALL	150 Quaker Bridge Mall	Lawrenceville	NJ
326	SANTA ROSA MALL	300 Mary Esther Cutoff	Mary Esther	FL
1583	CHICO MALL	1950 E. 20Th Street	Chico	CA
412	INLAND CENTER	154 Inland Center Dr	San Bernardino	CA
9548	NORTHLAKE MALL	6801 Northlake Mall Dr	Charlotte	NC
406	CHERRYVALE MALL	7200 Harrison Ave	Rockford	IL
1036	WILLOWBROOK MALL	1658 Willowbrook Mall	Houston	TX
7693	FLAT IRON CROSSING MALL	1 Flat Iron Circle	Broomfield	CO
693	HICKORY POINT MALL	1395 Hickory Point Mall	Forsyth	IL
3879	FRANCIS SCOTT KEY	5500 Buckeystown Pike	Frederick	MD
314	COUNTRYSIDE MALL	27001 Us Highway 19 North	Clearwater	FL
5186	MONMOUTH S.C.	180 Route 35 South	Eatontown	NJ
1420	MCKINLEY MALL	3601 Mckinley Parkway	Buffalo	NY
178	LIVINGSTON MALL	112 Eisenhower Parkway	Livingston	NJ
163	SUNRISE MALL	6073 Sunrise Mall	Citrus Heights	CA
7685	POLARIS FASHION PLACE	1500 Polaris Parkway	Columbus	OH
923	EASTWOOD MALL	5555 Youngstown-Warren Rd	Niles	OH
8682	NORTHTOWN MALL	N 4750 Division Street	Spokane	WA
1627	ROSEDALE CENTER	10 Rosedale Center	Roseville	MN
269	MILLCREEK MALL	Space #160	Erie	PA

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392	OAK PARK MALL	11161 West 95Th Street	Overland Park	KS
3055	RIDGEDALE CENTER	12505 Wayzata Blvd.	Minnetonka	MN
369	OAKDALE MALL	3111 E. Main Street	Johnson City	NY
1434	TOWN CENTER AT COBB	400 Earnest Barrett Pkwy	Kennesaw	GA
340	ORANGE PARK MALL	1910 Wells Rd	Orange Park	FL
773	OAKLAND MALL	422 W 14 Mile Rd	Troy	MI
1395	WIREGRASS COMMONS MALL	900 Common Ave	Dothan	AL
1039	GREAT NORTHERN MALL	232 Great Northern Mall	North Olmsted	OH
147	CITY CREEK CENTER	51 South Main St	Salt Lake City	UT
1440	EDEN PRAIRIE CENTER	8251 Flying Cloud Drive	Eden Prairie	MN
1169	YORKTOWN SHOPPING CENTER	203 Yorktown S/C	Lombard	IL
6294	MACARTHUR CENTER	300 Monticello Avenue	Norfolk	VA
9395	THE SHOPS AT WILLOW RD	6121 W Park Blvd	Plano	TX
55	SOUTHERN PARK MALL	7401 Market St	Youngstown	OH
3703	CAPITAL MALL	625 Black Lake Blvd Sw	Olympia	WA
5378	CASCADE MALL	414 Cascade Mall	Burlington	WA
571	SOUTHLAND MALL	20505 South Dixie Highway	Miami	FL
2752	SANTA MARIA TOWN CTR	222 Town Center East	Santa Maria	CA
9564	GALLERIA AT SOUTH BAY	1815 Hawthorne Blvd	Redondo Beach	CA
226	FASHION SQUARE MALL	4724 Fashion Square Mall	Saginaw	MI
7295	PACIFIC VIEW	3301 E. Main Street	Ventura	CA
1427	NORTHTOWNE MALL	1500 N Clinton St	Defiance	OH
204	NORTHTOWN SHOPPING CENTER	275 Northtown Dr	Blaine	MN
110	SOUTHRIDGE MALL	5300 S 76Th Street	Greendale	WI
2803	LAKELINE MALL	11200 Lakeline Mall Blvd	Cedar Park	TX
1546	SUPERSTITION SPRINGS	6555 East Southern Ave.	Mesa	AZ
874	LYNNHAVEN MALL	701 Lynnhaven Pkwy	Virginia Beach	VA
510	WESTLAND MALL	550 South Gear Ave	West Burlington	IA
37	KENNEDY MALL	555 John F Kennedy Road	Dubuque	IA
166	BELTWAY PLAZA	6080 Green Belt Road	Greenbelt	MD
310	CUMBERLAND MALL	Delsea Drive & Route 47	Vineland	NJ
190	CONCORD MALL	4737 Concord Pike	Wilmington	DE
8420	CENTER AT SALISBURY	2300 N. Salisbury Blvd.	Salisbury	MD
7898	WESTFIELD BROWARD	8000 W. Broward Blvd	Plantation	FL
500	THE COMMONS AT FEDERAL WA	1823 South Commons	Federal Way	WA
2641	HUTCHINSON MALL	1060 Highway 15 South	Hutchinson	MN
1449	PEMBROKE MALL	4554 Virginia Beach Blvd	Virginia Beach	VA
641	MEADOWS	4300 Meadows Lane	Las Vegas	NV
3390	SOLOMON POND MALL	601 Donald Lynn Blvd	Marlborough	MA
481	THE SHOPS AT ITHACA MALL	40 Catherwood Road	Ithaca	NY
3438	SOUTHSIDE MALL	Rd 2 Southside	Oneonta	NY
820	FAIR OAKS MALL	11850 U Fair Oaks Road	Fairfax	VA
2848	BUFFALO MALL	2400-8Th Ave Sw	Jamestown	ND
1421	COLUMBIA MALL	2300 Bernadette Dr.	Columbia	MO
7090	WAKEFIELD MALL	Tower Hill Road &	Wakefield	RI
159	WESTFIELD NORTH COUNTY	200 East Via Rancho Parkw	Escondido	CA
799	OLD HICKORY MALL	2021 North Highland Ave	Jackson	TN
503	MONTGOMERY MALL	712 Montgomery Mall	North Wales	PA
1265	JEFFERSON VALLEY MALL	650 Lee Boulevard	Yorktown Hgts	NY
636	CARY TOWNE CENTER	1105 Walnut Street	Cary	NC
1469	MID RIVER MALL	1080 Mid Rivers Mall Driv	Saint Peters	MO
1578	WESTFIELD MERIDEN	470 Lewis Avenue	Meriden	CT
38	MARION CENTRE S/C	1475 Marion Waldo Rd	Marion	OH
5883	BAY CITY TOWN CENTER	4101 Wilder Road	Bay City	MI
809	THE GALLERY AT SOUTH DEKA	24 South Dekalb Mall	Decatur	GA
1425	VILLAGE MALL	2917 Vermillion St	Danville	IL
836	QUAIL SPRINGS MALL	2501 West Memorial Road	Oklahoma City	OK
5498	MERIDAN MALL	1982 West Grand River	Okemos	MI
3105	WILTON MALL	3065 Rte 50 Space B-12	Saratoga Springs	NY
5138	THE LAKES MALL	5600 Harvey Road	Muskegon	MI
224	NORTHWOODS MALL	2200 War Memorial Drive	Peoria	IL
1472	HAMILTON MALL	4403 Black Horse Pike	Mays Landing	NJ

Loc Number	Location Name	Location Address	Location City	Location State / Province
277	VOLUSIA MALL	1700 W Internatl Sdwy Blv	Daytona Beach	FL
1352	TOWSON TOWN CENTER	825 Dulaney Valley Road	Towson	MD
5411	THE GALLERY AT THE HARBOR	200 East Pratt St	Baltimore	MD
1666	SALEM CENTER	480 Center Street Ne	Salem	OR
8882	FASHION PLACE MALL	6191 State St	Murray	UT
2662	VILLAGE SQUARE MALL	83 Village Square Mall	Effingham	IL
1592	ENFIELD SQUARE MALL	90 Elm Street	Enfield	CT
41	COURTLAND CENTER	4190 East Court St	Burton	MI
9443	WINONA MALL	1213 Gilmore Ave	Winona	MN
9788	MERLE HAY MALL	3800 Merle May Mall	Des Moines	IA
1076	CRYSTAL RIVER MALL	1801 Nw Hwy 19	Crystal River	FL
353	FOX VALLEY MALL	2356 Fox Valley Center	Aurora	IL
1448	GOLF MILL SHOPPING CENTER	247 Golf Mill Center	Niles	IL
2432	SANTA ROSA MALL	Pr 2	Bayamon	PR
414	FAIRLANE TOWN CENTER	18900 Michigan Avenue	Dearborn	MI
9956	EDGEWATER PLAZA	2600 Beach Blvd	Biloxi	MS
3904	THUNDERBIRD MALL	1421 B 12Th Ave S	Virginia	MN
1111	EAST HILLS MALL	3700 Frederick Ave	St. Joseph	MO
1471	THE MALL OF MONROE	2121 N Monroe St	Monroe	MI
291	INDEPENDENCE CENTER	18813 East 39Th St South	Independence	MO
9014	OAKWOOD SHOPPING CENTER	197 West Bank Expressway	Terrytown	LA
701	SEMINOLE TOWNE CENTER	200 Towne Center Circle	Sanford	FL
25	ALMEDA MALL	12200 Gulf Freeway	Houston	TX
501	RIDGMAR MALL	2178 Green Oaks Road	Fort Worth	TX
208	LINDALE MALL	4444 First Ave N E	Cedar Rapids	IA
3591	HOLIDAY VILLAGE MALL	1753 Highway 2 W	Havre	MT
5584	PARAMUS PARK MALL	2040 Paramus Park Mall	Paramus	NJ
5642	MARSHFIELD MALL	503 East Ives Street	Marshfield	WI
3169	OLD ORCHARD MALL	4999 Old Orchard Center	Skokie	IL
514	MALL ST. VINCENT	1133 St. Vincent #110	Shreveport	LA
5264	WESTFIELD SARASOTA SQUARE	8201 S Tamiami Trail	Sarasota	FL
695	PARADISE VALLEY MALL	4550 East Cactus Rd.	Phoenix	AZ
3082	STEEPLEGATE	270 Loudon Road	Concord	NH
5028	LEE PREMIUM OUTLETS	50 Water Street	Lee	MA
5139	TANGER OUTLET CENTER DAYT	1100 Cornerstone Blvd	Daytona Beach	FL
8903	TANGER OUTLETS @ THE ARCH	1387 The Arches Circle	Deer Park	NY
2776	OUTLETS OF DES MOINES	545 Bass Pro Drive Nw	Altoona	IA
3776	THE OUTLET SHOPPES AT LAR	1600 Water Street	Laredo	TX
5026	TANGER OUTLET CENTER JEFF	8000 Factory Shops Blvd	Jeffersonville	OH
3613	NEBRASKA CROSSING OUTLET	21355 Nebraska Crossing D	Gretna	NE
3745	LOUISIANA BOARDWALK OUTLE	490 Boardwalk Blvd	Bossier City	LA
3600	EMPIRE OUTLETS	35B Richmond Terrace	Staten Island	NY
8804	OUTLETS AT CORPUS CHRISTI	500 North Ih 69	Robstown	TX
1124	LAGUNA 99 PLAZA	8451 Elk Grove Blvd	Elk Grove	CA
3220	VINTAGE OAKS	120 Vintage Way	Novato	CA
7995	HERTITAGE PARK PLAZA	448 North Main Street	East Longmeadow	MA
14	CENTURY CENTER	353 Memorial Blvd	West Springfield	MA
8672	VILLAGE SHOPS	95 Washington Street	Canton	MA
8527	UNIVERSITY CENTER	4237 Campus Drive	Irvine	CA
9959	ESPLANADE SHOPPING CENTER	365 West Esplanade Drive	Oxnard	CA
9637	BLUE STAR SHOPPING CENTER	1701 Rt 22 West	Watchung	NJ
5587	SULLY PLAZA	13936 Lee Jackson Hwy	Chantilly	VA
2355	SHOPS @ DUNES ON MONTEREY	130 General Stilwell Dr	Marina	CA
8558	ARLINGTON SHOPPING CENTER	804 Us Highway 46	Parsippany	NJ
7338	WAREHAM CROSSING	2421 Cranberry Hwy	Wareham	MA
8974	LANTANA SQUARE	206 Lantana Drive	Hokessin	DE
5916	GREAT LAKES MALL	7850 Mentor Avenue	Mentor	OH
47	THE SHOPS AT LA CANTERA	15900 La Canterra Pkwy	San Antonio	TX
6604	PARROT PLAZA	1401 W. North Avenue	Melrose Park	IL
8232	WESTFORD PLAZA	175 Littleton Rd	Westford	MA
2726	CATHEDRAL VILLAGE	69185 Ramon Road	Cathedral City	CA
5125	ARLINGTON SQUARE	4725 Reed Road	Columbus	OH

Loc Number	Location Name	Location Address	Location City	Location State / Province
971	PAVILIONS PLACE	16420 Beach Blvd	Westminster	CA
8314	MORGAN HILL SHOPPING CENT	1057 Cochrane Rd	Morgan Hill	CA
7432	HIGHLAND COMMONS	56 Highland Commons East	Hudson	MA
7884	CROSS POINT CENTRE	101 E. Alex Bell Rd	Centerville	OH
9737	COPPER TREE PLAZA	350 Ramapo Valley Rd	Oakland	NJ
1135	NORTHBOROUGH CROSSING	9113 Shops Way	Northborough	MA
8731	SILVERNAIL SHOPPING CENTE	2116 Silvernail Rd	Pewaukee	WI
8357	TRIANGLE SHOPPING CENTER	20 Triangle Center	Yorktown Heights	NY
585	WOODBURN PLAZA SHOPPING C	3040 Sprague Lane	Woodburn	OR
8566	ROCKFORD PLAZA	4190 Vinewood Lane	Plymouth	MN
9230	THE ORCHARD TOWN CENTER	14583 Orchard Parkway	Westminster	CO
5221	COMMERCE TOWN CENTER	3050 Union Lake Rd	Commerce	MI
7876	THE SHOPPES AT HAWK RIDGE	6115 Ronald Reagan Drive	Lake St. Louis	MO
8733	RIVERVIEW WEST MARKETPLAC	3770 W. Mcfadden Ave	Santa Ana	CA
2724	GIBBS CROSSING	350 Palmer Rd	Ware	MA
9963	SHARP'S PLAZA	175 Route 70 East	Medford	NJ
9107	COTTONWOOD SHOPPING CENTE	1100 S. Hwy 260 #17A	Cottonwood	AZ
9353	PORT PLAZA	45 Storey Ave	Newbury Port	MA
1379	CURRY HOLLOW CENTER	314 1/2 Curry Hollow Dr	Pleasant Hills	PA
3515	EDMOND CROSSING S.C.	72 S.E. 33Rd Street	Edmond	OK
9184	TRAVER VILLAGE	2627 Plymouth Road	Ann Arbor	MI
1048	CRYSTAL CITY SHOPS @1750	1670 Crystal Sq Arcade	Arlington	VA
3619	WAYLAND TOWN CENTER	77 Andrew Ave	Wayland	MA
559	MUNDELEIN CROSSINGS	3022 Route 60	Mundelein	IL
1558	SHOPPES @ PGH MILLS	2015 Pgh Mills Blvd	Tarentum	PA
5167	WALMART LAFAYETTE	1217 Diamond Circle	Lafayette	CO
1618	MIDDLESEX S.C.	1342 Eastern Blvd.	Baltimore	MD
1348	SUNRISE VILLAGE SHOPPING	4776 East Sunrise Drive	Tucson	AZ
5823	WEST MARKET SC	109 S Parket Street - 109	Olathe	KS
7371	SPRING CREEK JUNCTION	681 South Green Bay Road	Neenah	WI
8069	WINDSOR COMMONS	3143 Cape Horn Road	Red Lion	PA
6997	SOUTHGATE PLAZA	3501 S Tamiami Trail	Sarasota	FL
1691	PADUCAH TOWNE CENTER	3216 Irvin Cobb Drive	Paducah	KY
7493	RIVER HILL VILLAGE CENTER	6030 Daybreak Circle	Clarksville	MD
8941	FALLS GROVE VILLAGE CTR	14933 F Shady Grove Rd	Rocville	MD
3270	SOUNDVIEW MARKETPLACE	20 Soundview Marketplace	Port Washington	NY
8954	GREENTREE ROAD S/C	1969 Greentree Rd	Pittsburgh	PA
9258	MALL @ SIERRA VISTA	2200 El Mercado Loop	Sierra Vista	AZ
9256	WHITTWOOD TOWN CENTER	15702 Whittwood Lane	Whittier	CA
9178	TROPICANA BELTWAY CENTER	5130 S. Ft Apache Rd	Las Vegas	NV
6775	THE SHOPPES AT OLD BRIDGE	3849 Us Highway 9	Old Bridge	NJ
3894	NIAGARA CONSUMER SQUARE	7314 Niagara Falls Blvd	Niagara Falls	NY
9338	SHEEPSHEAD BAY	1710 Sheepshead Bay Rd	Brooklyn	NY

## Store List - Additional Locations

Loc Number	Location Name	Location City	Location State
11	Summit Mall	Fairlawn	OH
39	Berkshire Mall	Wyomissing	PA
137	Merced Mall	Merced	CA
155	Rivergate Mall	Goodlettsville	TN
187	Valley Mall	Hagerstown	MD
201	Northpark Mall	Davenport	IA
324	Foothills Fashion Mall	Ft Collins	CO
454	Columbia Center	Kennewick	WA
472	Westmoreland Mall	Greensburg	PA
536	Brea Mall	Brea	CA
596	Stroud Mall	Stroudsburg	PA
700	Montgomery Mall	Bethesda	MD
762	Midway Mall	Elyria	OH
1194	Valley Plaza	Bakersfield	CA
1239	Shawnee Mall	Shawnee	OK
1252	Ward Parkway	Kansas City	MO
1286	Rogers Plaza	Wyoming	MI
1830	Westfield Topanga	Canoga Park	CA
1855	Galleria At Roseville	Roseville	CA
2677	Dyersburg Mall	Dyersburg	TN
2694	Crossroads Mall	Ft. Dodge	IA
2965	Calhoun Square	Minneapolis	MN
3428	Hillsdale Mall	San Mateo	CA
5124	Palmer Park Mall	Easton	PA
5184	Westwood Mall	Marquette	MI
5548	Birchwood Mall	Fort Gratiot	MI
7098	Sierra Vista Mall	Clovis	CA
7906	Central Mall	Salina	KS
8227	Mall @ Robinson	Pittsburgh	PA
120	Valley Fair Mall	West Valley	UT
260	Fort Steuben Mall	Steubenville	OH
270	Westfield Sunrise	Massapequa	NY
313	Golden East Crossing	Rocky Mount	NC
463	Galleria Ft Lauderdale	Ft Lauderdale	FL
619	Lancaster Mall	Salem	OR
644	Independence Mall	Wilmington	NC
659	Boulevard Mall	Amherst	NY
785	Sangertown Square	New Hartford	NY
1091	Eastern Hills Mall	Williamsville	NY
1152	Clarion Mall	Clarion	PA
1217	Alpena Mall	Alpena	MI
1242	Richland Mall	Mansfield	OH
1243	Crossroads Of San Antonio	San Antonio	TX
1244	Fox Run Mall	Newington	NH
1307	Village Mall	Auburn	AL
1438	Midway Mall	Sherman	TX
1557	Ashtabula Mall	Ashtabula	OH
2688	Circle Centre	Indianapolis	IN
3191	Glenwood Springs	Glenwood Springs	CO
3271	Indian River Mall	Vero Beach	FL
3603	The Mall At Waycross	Waycross	GA
5081	Senorial Plaza	Rio Piedras	PR
5522	Lakeland Square	Lakeland	FL
5875	Clearview Shopping Center	Metairie	LA
7699	Eagle Ridge Mall	Lake Wales	FL
8388	Mt. Berry Square Mall	Rome	GA
8912	Triangle Town Center	Raleigh	NC
9598	Durango Mall	Durango	CO
<b>58</b>	<b>Subtotal: Stores</b>		

**EXHIBIT 3**

**U.S. Consulting Agreement**

## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made as of June 10, 2020 (the “Effective Date”), by and among GNC Holdings, Inc. (“Merchant”) and a joint venture comprised of Tiger Capital Group, LLC (“Tiger”) and Great American Group, LLC (“GA”) (collectively, the “Consultant” and together with Merchant, the “Parties” and each a “Party”).

### RECITALS

WHEREAS, Merchant operates retail stores and desires that the Consultant act as Merchant’s exclusive consultant for the limited purposes of (a) assisting Merchant (i) in determining stores to close immediately (or not to reopen) (the “Closing Stores”) and stores at which to conduct a Sale as defined below (the “GOB Stores”) and (ii) with the logistics of transferring Merchandise (as defined below) from the Closing Stores to the GOB Stores; (b) selling all of the Merchandise (as defined below) from Merchant’s Closing Stores and GOB Stores identified on Exhibit A attached hereto (as may be modified prior to the Sale Commencement Date (as defined below) including by adding or removing stores, in each case pursuant to Section 1 below) (each such store identified on Exhibit A individually a “Store,” and collectively the “Stores”) by means of a “store closing”, “location closing”, “sale on everything”, “everything must go”, or similar themed sale as agreed between the Parties at the GOB Stores (as further described below, the “Sale”); and (c) selling or otherwise disposing of Merchant owned furniture, furnishings, trade fixtures, machinery, equipment, office supplies, supplies and other tangible personal property that are located in the Stores (collectively, “FF&E”) in the Stores, each upon the terms set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant and Merchant hereby agree as follows:

#### **Section 1. Appointment of Consultant**

Effective as of the date hereof, subject to the entry of the Approval Order (as defined below) by the Bankruptcy Court (as defined below), Merchant hereby appoints the Consultant, and the Consultant hereby agrees to serve, as Merchant’s consultant for the purpose of conducting the Sale in accordance with the terms and conditions of this Agreement as more definitively set forth in Section 4 hereof. Subject to Section 12, Consultant shall be authorized to advertise the Sale as a “store closing”, “location closing”, “sale on everything”, “everything must go”, or similar-themed sale in accordance with the terms hereof.

After the date hereof, at the option of the Merchant and if necessary subject to the approval of the Bankruptcy Court, Merchant may add additional Closing Stores and GOB Stores for Consultant to serve as Merchant’s independent consultant in connection with the conduct of a Sale (the “Additional Stores”) with respect to such Additional Stores on the terms and conditions of this Agreement subject to appropriate adjustments as agreed for the Sale Commencement Date, the Sale Termination Date, the Expense Budget, the Consulting Fee and the FF&E Fee (each as defined below) for such Additional Stores (as may be applicable), which Additional Stores and such terms shall be set forth in a written addendum hereto. The Additional Stores and the initial Stores shall be collectively referred to as the “Stores” herein.

#### **Section 2. Merchandise**

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (as defined below) or delivered thereto after the Sale Commencement Date pursuant to the terms hereof. “Merchandise” does not mean and shall not include: (1) goods that belong to



sublessees, licensees, or concessionaires of Merchant or are leased and licensed from third parties by Merchant, or are held by Merchant on memo, on consignment or as bailee, in each case, to the extent identified by Merchant as excluded from Merchandise; (2) FF&E; (3) expired goods or goods that expire prior to the Sale Termination Date (as defined below); (4) damaged or defective merchandise that cannot be sold for the purpose for which it was intended; or (5) gift cards (third party and Merchant branded).

**Section 3. Sale Term**

The Sale shall commence as mutually agreed; provided, however, (a) for GOB Stores that are currently operating, the Sale shall commence on or about June 25, 2020, and (b) for GOB Stores that are not currently operating, the Sale shall commence on or about the later of the date upon which Merchant reopens each such GOB Store and June 25, 2020 (the "Sale Commencement Date"). The Sale shall conclude no later than September 30, 2020 (the "Sale Termination Date"); provided, however, that Merchant may agree in writing in its sole discretion to extend or terminate the Sale at any GOB Store prior to the Sale Termination Date (it being understood that, if the timing set forth herein changes, Merchant and Consultant shall mutually agree on any adjustments to the Expense Budget (as defined below) and Consultant's compensation); provided further, however, that Merchant may agree in writing in its sole discretion to make any GOB Store a Closing Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the "Sale Term." Upon the removal of Merchandise from each Store and at the conclusion of the Sale at each GOB Store, (a) Consultant shall surrender the premises for such Store to Merchant in broom-swept and clean condition with any unsold FF&E abandoned in place at such Store, and (b) Consultant shall reasonably assist Merchant to photographically document the condition of each such Store upon the conclusion of the Sale there.

**Section 4. Project Management**

**(A) Consultant's Undertakings**

After the Effective Date hereof, Consultant shall (a) conduct a review and assessment of Merchant's current store closing plan and accompanying assumptions in light of the current market environment, (b) make recommendations in order to minimize expenses and maximize the return from the sale of Merchandise, (c) consult with Merchant as to which stores to close immediately (or to not reopen) and at which to conduct the Sale, and (d) consult with Merchant as to the logistics of transferring merchandise from the Closing Stores to the GOB Stores. During the Sale Term, Consultant shall, in collaboration with Merchant, (a) provide one or more qualified supervisors (the "Supervisors") engaged by Consultant and reasonably approved in advance by Merchant to oversee the Sale and management of the GOB Stores in an effort to maximize revenue and sell all of the Merchandise prior to the end of the Sale; (b) determine appropriate point-of-sale and external advertising, reasonably approved in advance by Merchant; (c) determine appropriate discounts of Merchandise, staffing levels, and appropriate bonus and incentive programs, if any, for the GOB Stores' employees, in each case reasonably approved in advance by Merchant; (d) oversee display of Merchandise for the GOB Stores; (e) evaluate sales of Merchandise by category, provide sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties and for Merchant Confidential Information (as defined below) in accordance with the next paragraph; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) to the extent necessary, assist Merchant in obtaining all required permits and governmental consents required to conduct the Sale; (i) price, market, and sell the FF&E on behalf of Merchant; and (j) provide such other related services deemed necessary or appropriate by Merchant and Consultant.

Without limiting the generality of the foregoing, all information of a business nature relating to the pricing, sales, promotions, marketing, assets, liabilities, or other business affairs of Merchant, its customers, parent, subsidiaries, or other affiliated entities (for purposes of this paragraph, all such entities are included within each reference to "Merchant") is Merchant's confidential, trade secret information ("Merchant Confidential

Information”), which is and shall remain the exclusive intellectual property of Merchant. Except as may be required for Consultant to perform its obligations under this Agreement in respect of the Sale, Consultant shall not divulge, furnish, make available, or in any other manner disclose such information to any third party other than to the respective affiliates, officers, employees, representatives, and agents of each party comprising Consultant. Each party comprising Consultant shall take and shall cause its respective affiliates, officers, employees, representatives, and agents to take such action as shall be reasonably necessary or advisable to preserve and protect the confidentiality of Merchant Confidential Information. Each party comprising Consultant agrees to maintain strict confidentiality and agrees that it may use Merchant Confidential Information only as reasonably necessary in the performance of its obligations related to the Sale.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Consultant’s hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant. Merchant shall only be responsible for reimbursing Consultant for the cost of such Supervisors as part of the Expense Budget (as defined below). Consultant shall vacate the GOB Stores on the Sale Termination Date, or such other date as agreed between the Merchant and the Consultant in accordance with the terms hereof.

(B) Merchant’s Undertakings

During the Sale Term, Merchant shall, as applicable, (a) remain the employer of the Stores’ employees; (b) remain responsible for all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores’ employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant’s employees to cooperate with Consultant and the Supervisors; (f) execute all agreements mutually determined by the Merchant and the Consultant to be necessary or desirable for the operation of the GOB Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the GOB Stores; and (h) ensure that Consultant has quiet use and enjoyment of the GOB Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services typically provided to Stores in the ordinary course and necessary for the Sale, including internal payroll processing, MIS services, cash and inventory reconciliation, data processing and reporting, email preparation and distribution, information technology updates, functionality, and maintenance, and accounting, all at no cost to Consultant.

The Parties expressly acknowledge and agree that Consultant shall have no liability to Merchant’s employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant’s employment, hiring or retention of its employees, and such employees shall not be considered employees of Consultant.

The Parties acknowledge that this Agreement is being entered into in the midst of the outbreak of the COVID-19 pandemic and that local, state, and national laws and responses are continuously developing and evolving, often in unpredictable ways. Merchant hereby agrees that, while Consultant will fully cooperate with Merchant to adhere to any restrictions, laws, regulations, recommendations, or orders imposed by local, state or federal governmental entities, or similar regulatory or authoritative agencies, that may be imposed on any aspect of Merchant’s ability to operate the Stores in response to the COVID-19 pandemic, the responsibility and expense of complying with any such restrictions, laws, regulations, recommendations, or orders, including their enforcement and implementation, shall be the sole responsibility of Merchant. Examples of such restrictions, regulations or recommendations may include, without limitation: (a) providing protective gear (such as masks, sanitizers, and similar items) aimed at reducing the spread of the virus to Merchant’s employees, customers, vendors, etc.; (b) implementing physical restrictions with regard to Store operations, including monitoring the number of customers allowed into a Store at any given time; and (c) enforcing daily cleaning and sanitizing procedures at the Stores. Merchant and its employees shall be responsible to facilitate, enforce, and implement

any such restrictions or regulations, however, Consultant agrees not to violate any such restrictions, laws, regulations, recommendations or orders in the performance of its services hereunder.

**Section 5. The Sale**

All sales of Merchandise and FF&E shall be made on behalf of, and solely in the name of, Merchant. Consultant does not have, nor shall it have, any right, title, or interest in the Merchandise or FF&E. All sales of Merchandise and FF&E shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant’s discretion, by check or otherwise in accordance with Merchant’s policies, and shall be “final” with no returns accepted or allowed unless otherwise directed by Merchant or mandated by law. If Merchant commences a case(s) under chapter 11 of the Bankruptcy Code (as defined below), the right to honor gift cards, gift certificates or merchandise credit, after the commencement of such case(s) shall be subject to further order of the Bankruptcy Court.

**Section 6. Consultant Fee and Expenses in Connection with the Sale**

(A) Consultant’s Fee

Subject to the entry of the Approval Order, Consultant shall be entitled to a base fee for its services equal to \$1,000 per GOB Store and \$500 per Closing Store (the “Base Fee”) payable as follows: (x) 50% upon entry of an interim Approval Order of the Bankruptcy Court authorizing the Sale pursuant to the terms and conditions of this Agreement and (y) 50% upon entry of the final Approval Order. In addition, Merchant may earn an additional incentive fee (the “Incentive Fee” and together with the Base Fee, the “Consulting Fee”) based upon the following thresholds of Gross Proceeds (as defined below) received during the Sale divided by the Cost Value (as defined below) of the Merchandise sold during the Sale (the “Gross Recovery Percentage”) calculated back to the first dollar received:

Gross Recovery Percentage	Total Incentive Fee
Between 120% to 134.99%	.50% of Gross Proceeds
Between 135% to 149.99%	.75% of Gross Proceeds
150.0% or above	1.25% of Gross Proceeds

For the avoidance of doubt, the above Incentive Fee, if achieved, is in addition to the Base Fee.

After it is determined that Consultant has earned an Incentive Fee, Merchant shall pay such Incentive Fee as earned as part of the weekly reconciliations and in any event no later than the Final Reconciliation (as defined below).

For purposes of this calculation, (i) “Gross Proceeds” shall mean the sum of the gross proceeds of all sales of Merchandise that is sold through the Sale (including, as a result of the redemption of any gift card, gift certificate or merchandise credit as well as wholesale sales to third parties and miscellaneous income) during the Sale Term, after the application of all discounts including, without limitation, any discount coupons issued by Merchant in the ordinary course of its business, and net only of sales taxes, and (ii) “Cost Value” shall mean the aggregate gross cost of Merchandise sold during the Sale per the Merchant’s books and records. For the avoidance of doubt, the proceeds of the sale of Additional Consultant Goods (as defined below) pursuant to Section 7 hereof shall not constitute Gross Proceeds. The Parties shall mutually agree upon the Consulting Fee for any Additional Stores in writing.

For purposes of calculating Gross Proceeds, Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes and (ii) cash reports of sales within each Store. Register receipts shall show for each item sold the retail price (as reflected on Merchant’s books and records) for such

item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(B) Expenses

Merchant shall be responsible for all reasonable and documented costs and expenses of the Sale, including all Store level operating expenses. To control expenses of the Sale, Merchant and Consultant have established a budget (the "Expense Budget") of certain delineated expenses in connection with the Sale, including supervision (including Supervisors' wages, fees, travel and any other compensation and any travel expenses of Consultant), advertising costs and signage. The Expense Budget for the Sale is attached hereto as Exhibit B. The Expense Budget may only be modified by mutual written agreement of Consultant and Merchant. Notwithstanding anything herein to the contrary, unless otherwise agreed to by Merchant, Merchant shall not be obligated to pay costs of supervision, advertising costs and signage that exceed the budgeted amount, on an aggregate basis. The Parties acknowledge that the Expense Budget will be updated as appropriate in connection with any modification of the lists of GOB Stores or the terms of the Sale and agree to cooperate in good faith with respect to such updates or to any Additional Stores.

(C) Reconciliation

Consultant shall maintain books and records as it relates to the services rendered under this Agreement. Subject to the terms of the Approval Order, all accounting matters (including, without limitation, any Consulting Fees and expenses per the Expense Budget that are reimbursable or payable to Consultant and, if applicable, the Additional Consultant Goods Fee (as defined below)) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) days after each such weekly reconciliation.

Within twenty (20) days following the Sale Termination Date for each GOB Store, the Parties shall complete a final reconciliation and settlement based upon the total Gross Proceeds received and all amounts earned and due to Consultant and contemplated by this Agreement (including, without limitation, Expense Budget items) (the "Final Reconciliation"). Upon completion of the Final Reconciliation, if a payment is due from either Party, such Party shall pay the other Party any amounts calculated to be due as part of such Final Reconciliation after considering any amount previously paid to the Consultant (including without limitation Expense Budget items and any other payments under this Agreement). Merchant or its firm of auditors appointed by Merchant has the right, upon reasonable written notice to Consultant, to inspect at reasonable times and locations such documentation, records, and equipment that reasonably relate to the services provided for under this Agreement for purposes of ensuring performance of Consultant's obligations under this Agreement.

(D) Advance on Expenses

Subject to the terms of the Approval Order, as an advance against the expenses of the Sale, and to secure payment of the same and any other amounts due to Consultant, no later than five (5) days after the Effective Date, and in no event later than the last business day before the filing of a bankruptcy case, Merchant shall pay to Consultant a deposit in the amount of \$1,200,000, which is an estimate of the costs of signage, advertising and Supervisors for a two (2) week period, and is calculated based on the number of Stores included on Exhibit A as of the Effective Date (the "Advance"). The Parties agree that the Advance may only be used to pay for expenses pursuant to the Expense Budget. The Parties further agree to increase the sum of the Advance in the event that Additional Stores are added and as needed, provided, however, that Merchant must expressly approve such increases in writing. The Advance shall be applied against the reimbursement of expenses or payment of the Consulting Fee at the end of the Sale Term to the extent not otherwise paid, and to the extent not expended when the Sale concludes, and shall be returned to Merchant as part of the Final Reconciliation or such other time that Merchant and Consultant mutually agree.

**Section 7. Additional Consultant Goods**

Subject to Merchant's prior written approval, and further subject to the Approval Order authorizing the sale of Additional Consultant Goods, and upon the terms of such Approval Order, and further subject to Merchant's prior written approval of a plan with respect to the placement and sale of such Additional Consultant Goods, Consultant shall be allowed to include in the Sale supplemental goods procured by Consultant of like kind and no lesser quality to the Merchandise ("Additional Consultant Goods") located in the GOB Stores. Consultant shall be responsible for payment of the out-of-pocket costs directly associated with procuring any Additional Consultant Goods, which costs shall not constitute expenses reimbursable pursuant to the Expense Budget under this Agreement; provided, however, that such costs shall not include any occupancy expenses related to the Stores. Merchant shall have no liability whatsoever for any shrink relating to the Additional Consultant Goods. Consultant will ring the Additional Consultant Goods using either a "dummy" SKU or department number, or in such other manner as will enable the Parties to distinguish sales of the Additional Consultant Goods from sales of the Merchandise. Consultant shall pay Merchant five percent (5.0%) of the aggregate gross proceeds of the sale of Additional Consultant Goods during the Sale (net only of sales taxes related thereto) (the "Additional Consultant Goods Fee").

Consultant and Merchant intend that any transactions relating to the Additional Consultant Goods are, and shall be construed as, a true consignment from Consultant to Merchant in all respects and not a consignment for security purposes. Subject solely to Consultant's obligation to pay to Merchant the Additional Consultant Goods Fee, at all times and for all purposes the Additional Consultant Goods and the proceeds thereof shall be the exclusive property of Consultant, and no other person or entity shall have any claim against any of the Additional Consultant Goods or their proceeds. The Additional Consultant Goods shall at all times remain subject to the exclusive control of Consultant. Subject solely to Consultant's obligations to pay Merchant the Additional Consultant Goods Fee, the Additional Consultant Goods and the identifiable proceeds thereof shall not be property of Merchant (or Merchant's estate) and shall not constitute property of Merchant (or Merchant's estate) subject to any lender's lien.

The Consultant at Consultant's sole expense shall insure the Additional Consultant Goods and, if required, promptly file any proofs of loss with regard to same with its insurers. Consultant shall be responsible for payment of any deductible under any such insurance in the event of any casualty affecting the Additional Consultant Goods.

Consultant acknowledges, and the Approval Order shall provide, that the Additional Consultant Goods shall be consigned to Merchant as a true consignment under Article 9 of the Uniform Commercial Code (the "UCC") and, to the extent necessary, Consultant is hereby granted a first priority security interest in and lien upon the Additional Consultant Goods and the proceeds thereof less the Additional Consultant Goods Fee.

## **Section 8. Indemnification**

### **(A) Merchant's Indemnification**

Except as otherwise provided for in this Agreement, Merchant shall indemnify, defend, and hold each party comprising Consultant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, principals, affiliates, and Supervisors (collectively, "Consultant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or grossly negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Consultant Indemnified Parties) against Consultant or a Consultant Indemnified Party, except claims arising from Consultant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Consultant's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties (as defined below); (e) Merchant's failure to pay over to the appropriate taxing authority

any taxes required to be paid by Merchant during the Sale Term in accordance with applicable law; and (f) any claims of Merchant's employees for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring or retention of its employees.

**(B) Consultant's Indemnification**

Except as otherwise provided for in this Agreement, Consultant shall, on a joint and several basis, indemnify, defend and hold Merchant and its affiliates and their respective consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, principals, and affiliates (other than the Consultant or the Consultant Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or grossly negligent acts or omissions of Consultant or the Consultant Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Consultant; (c) any liability or other claims made by Consultant's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to Consultant's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties or Merchant's customers by Consultant or any of the Consultant Indemnified Parties and (e) any claims made by any party engaged by Consultant as an employee, agent, representative or independent contractor arising out of such engagement.

**Section 9. Insurance**

**(A) Merchant's Insurance Obligations**

Merchant shall maintain, throughout the Sale Term, liability insurance policies (including products liability in the amounts currently provided, commercial general liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Consultant to be included as an additional insured with respect to all such policies. At Consultant's request, Merchant shall provide Consultant with a certificate or certificates evidencing the insurance coverage required hereunder and that Consultant is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all applicable statutory requirements.

**(B) Consultant's Insurance Obligations**

As an expense of the Sale and as set forth on the Expense Budget, Consultant shall maintain, throughout the Sale Term, liability insurance policies (including products liability/completed operations, contractual liability, comprehensive commercial general liability, without limitation, including auto liability insurance) on an occurrence basis in an amount of at least one million dollars (\$1,000,000) per occurrence and an aggregate basis of at least five million dollars (\$5,000,000) for commercial general liability covering injuries to persons and property in or in connection with Consultant's provision of services at the Stores and \$5,000,000 per occurrence combined single limit for auto. Consultant shall name Merchant as an additional insured and loss payee under such policies, and upon execution of this Agreement provide Merchant with a certificate or certificates of insurance evidencing the insurance coverage required hereunder. In addition, Consultant shall maintain throughout the Sale Term workers compensation insurance compliant with all statutory requirements. Further, should Consultant employ or engage third parties to perform any of Consultant's undertakings with regard to this Agreement, Consultant will ensure that such third parties are covered by Consultant's insurance or maintain all of the same insurance as Consultant is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

**Section 10. Representations, Warranties, Covenants and Agreements**

(A) Merchant's Representations, Warranties, Covenants and Agreements.

Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder (subject to any requisite Bankruptcy Court approval), and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices, and (d) all normal course hard markdowns on the Merchandise have been and will be, taken consistent with customary Merchant's practices.

(B) Consultant's Representations, Warranties, Covenants and Agreements.

Each party comprising Consultant respectively warrants, represents, covenants and agrees that (a) it is a company duly organized, validly existing and in good standing under the laws of its state of organization, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of such Consultant party and this Agreement constitutes a valid and binding obligation of such Consultant party, enforceable against such Consultant party in accordance with its terms and conditions, and the consent of no other entity or person is required for such Consultant party to fully perform all of its obligations herein, (c) subject to Section 4(A) above, it shall comply with and act in accordance with any and all applicable state and local laws, rules, regulations, and other legal obligations of all governmental authorities in conducting the Sale, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, (e) it will not take any disciplinary action against any employee of Merchant, (f) Consultant will comply with lease terms, obligations and restrictions for each Store while performing the services hereunder, and (g) it shall conduct the Sale in accordance with the terms of this Agreement.

**Section 11. Furniture, Fixtures and Equipment**

Subject to evaluation by the parties on a case by case basis to determine what may be sold from each Store as provided below, Consultant shall sell the FF&E in the GOB Stores and, to the extent applicable, the Closing Stores. Subject to the terms of the Approval Order, Merchant shall reimburse Consultant for Consultant's reasonable and documented out of pocket costs and expenses incurred by Consultant in connection with the sale of FF&E, which costs and expenses shall be incurred pursuant to a written budget or budgets to be established from time to time by mutual written agreement of the Parties (the "FF&E Budget"). Consultant shall have the right to abandon at the Stores any unsold FF&E, in a neat and orderly fashion. Unless otherwise agreed to by Merchant, the sale of the FF&E in each Store shall conclude no later than the Sale Termination Date for each Store.

Subject to the terms of the Approval Order, for the Stores set forth on **Exhibit A**, Consultant shall be entitled to a commission equal to fifteen percent (15.0%) of the Gross FF&E Proceeds (as defined below) from the sale of the FF&E (the "FF&E Fee").

Notwithstanding the foregoing, Merchant may inform Consultant that it intends to remove certain fixtures from the Stores and such fixtures shall not be included in the FF&E. Prior to the commencement of the Sale, Merchant will provide a list of any such fixtures at each store location to Consultant and will remove such fixtures from the Stores as soon as practical before or during the Sale. Consultant will use commercially reasonable efforts to ensure that the designated fixtures remain in good condition throughout the Sale.

Consultant shall remit to Merchant all Gross FF&E Proceeds. For purposes of this Agreement, "Gross FF&E Proceeds" means gross receipts from the sale of FF&E, net only of applicable sales taxes. During each weekly reconciliation described above, Consultant's FF&E Fee (if any) shall be calculated, and Consultant's calculated FF&E Fee and all FF&E costs and expenses then incurred shall be paid within seven (7) days after each such weekly reconciliation.

**Section 12. Advertising, Promotions, Signwalkers and Signage**

Consultant shall obtain prior written approval from Merchant for any advertising, promotions, signwalkers, and signage, which shall not be unreasonably withheld, and except as provided otherwise in the Approval Order shall cooperate with Merchant to ensure reasonable compliance with state and local government regulations and Store lease agreements. Advertising and signage shall be at the expense of Merchant as provided in **Exhibit B** or as otherwise agreed between the parties.

**Section 13. Termination**

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Consultant's failure to perform any of their respective material obligations hereunder, which failure remains uncured for seven (7) days after receipt of written notice thereof to the defaulting Party;
- (b) Any representation or warranty made by Merchant or Consultant is untrue in any material respect as of the date made or at any time and throughout the Sale Term;
- (c) The Sale is terminated or materially interrupted or impaired for any reason other than an event of default by Consultant or Merchant;
- (d) Bankruptcy Court approval of this Agreement is required and the Bankruptcy Court does not provide interim approval of Merchant's entry into and performance under this Agreement on or before July 7, 2020; or
- (e) The Bankruptcy Court issues any Order requiring the termination of this Agreement.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Consultant all undisputed amounts due under this Agreement through and including the termination date. Merchant will be permitted to terminate this Agreement for any reason upon thirty (30) days' written notice to Consultant and, in such case, subject to the terms of the Approval Order, Consultant shall be paid its fee for selling Merchandise and FF&E through the date of such termination.

**Section 14. Notices**

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: GNC Holdings, Inc., Attention: Accounts Payable Dept, 300 Sixth Avenue, Pittsburgh, PA 15222; (b) to Consultant: Tiger Capital Group, 60 State Street, 11<sup>th</sup> Floor, Boston, MA 02109, Attn: Mark P. Naughton, with a copy to Great American Group, LLC, 21255 Burbank Blvd., Suite 400, Woodland Hills, CA 91367, Attn: Scott K. Carpenter and Marina Fineman; and (c) such other address as may be designated in writing by Merchant or Consultant.



**Section 15. Independent Consultant**

Consultant's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Consultant or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Consultant is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

**Section 16. Non-Assignment**

Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

**Section 17. Severability**

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

**Section 18. Governing Law, Venue, Jurisdiction and Jury Waiver**

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the internal laws of the State of Delaware (without reference to the conflicts of laws provisions therein). Merchant and Consultant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against Merchant or Merchant against Consultant on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Consultant, any claim of injury or damage or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**Section 19. Security**

Consultant has implemented and shall operate at all times the technical and organizational security measures set forth on Exhibit C hereto.

**Section 20. Entire Agreement**

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

**Section 21. Execution**

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

**Section 22. Bankruptcy Court Approval**

If Merchant commences a case under Chapter 11 of title 11, United States Code (the "Bankruptcy Code"), with a bankruptcy court (the "Bankruptcy Court"), or consents to relief in the event an involuntary petition for relief under the Bankruptcy Code is filed against Merchant, Merchant shall file a motion to approve or assume this Agreement under section 365 of the Bankruptcy Code, and utilize its commercially reasonable efforts to ensure that such motion is approved by an order (the "Approval Order") that provides for, among other things, as follows: (i) approval and/or assumption of this Agreement; (ii) the payment of all fees and reimbursement of expenses hereunder to Consultant, free and clear of all liens, claims and encumbrances, on a weekly basis without further order of the Bankruptcy Court and otherwise in accordance with this Agreement; (iii) approval of the transaction contemplated hereby; (iv) authorizing the Sale without the necessity of complying with state and local rules, laws, ordinances and regulations, including, without limitation, permitting and licensing requirements, that could otherwise govern the Sale; (v) authorizing the Sale notwithstanding restrictions in leases, reciprocal easement agreements or other contracts that purport to restrict the Sale or the necessity of obtaining any third party consents; (vi) authorizing the advertising of the Sale, including with the use of signwalkers, upon the terms set forth herein; (vii) authorizing the sale of Additional Consultant Goods and granting Consultant a first priority senior security interest and lien upon the Additional Consultant Goods and proceeds thereof as provided herein; and (viii) authorizing Merchant to take such further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. The Parties acknowledge that Bankruptcy Court approval is required for Merchant to enter into and perform under this Agreement. In the event of a bankruptcy filing, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Bankruptcy Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Approval Order, Consultant shall conduct the Sale in accordance with the terms of the Approval Order in all material respects.

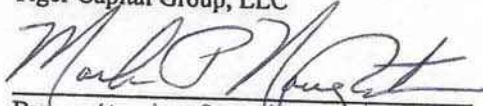
**Section 23. Authorized Consultant Party**

Tiger and GA have formed a joint venture, and, as such, share in the rights and liabilities of Consultant as set forth in this Agreement. Tiger is hereby designated as the lead and authorized party to deal directly with Merchant on behalf of Consultant and has the authority to contractually bind Consultant under this Agreement without having to obtain any express written concurrent approval(s) from GA. Tiger and GA will be jointly and severally liable for all acts, omissions, and obligations of Consultant hereunder.

[SIGNATURES TO FOLLOW]

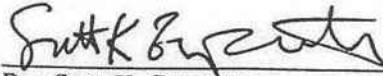
IN WITNESS WHEREOF, the Consultant and the Merchant hereby execute this Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

Tiger Capital Group, LLC



By: *Mark P. Naughton*  
Title: *Senior General Counsel*

Great American Group, LLC



By: Scott K. Carpenter  
Its: President, GA Retail Solutions

GNC Holdings, Inc.

\_\_\_\_\_  
By: Tricia Tolivar  
Title: EVP, Chief Financial Officer

IN WITNESS WHEREOF, the Consultant and the Merchant hereby execute this Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

Tiger Capital Group, LLC

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By:  
Title:

Great American Group, LLC

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By: Scott K. Carpenter  
Its: President, GA Retail Solutions

GNC Holdings, Inc.

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By: Tricia Tolivar  
Title: EVP, Chief Financial Officer

**Exhibit A**  
**Store List**

Loc Number	Location Name	Location Address	Location City	Location State
7467	330 5TH AVE	330 5Th Ave	New York	NY
1208	31 65 STEINWAY ST	31 65 Steinway St	Astoria	NY
3800	125 PARK AVENUE	125 Park Ave	New York	NY
9118	684 THIRD AVENUE	684 Third Avenue	New York	NY
1569	220 O'FARRELL ST	220 O'Farrell St	San Francisco	CA
2564	1034-1036 THIRD AVE	1034-1036 Third Ave	New York	NY
2479	HOLLYWOOD & HIGHLAND	6801 Hollywood Blvd	Los Angeles	CA
7621	159 COLUMBUS AVE	159 Columbus Ave	New York	NY
7123	BRATTLE SQUARE	One Brattle Square	Cambridge	MA
8841	349 NEWBURY STREET	349 Newbury St	Boston	MA
1324	70 S 69TH ST	70 S 69Th St	Upper Darby	PA
2384	812 DAVIS ST	812 Davis St	Evanston	IL
6247	QUEENS CENTER	90-15 Queens Boulevard	Elmhurst	NY
8523	FASHION SHOW MALL	3200 Las Vegas Blvd	Las Vegas	NV
5047	ROOSEVELT FIELD MALL	630 Old Country Road	Garden City	NY
1443	PHEASANT LANE MALL	310 Daniel Webster Hghway	Nashua	NH
560	WESTFIELD BRANDON	356 Brandon Town Ctr Mall	Brandon	FL
360	DEPTFORD MALL	1750 Deptford Center Rd	Deptford	NJ
3079	STAMFORD TOWN CENTER	100 Greyrock Place	Stamford	CT
1220	WESTWOOD MALL	1754 West Michigan Ave	Jackson	MI
817	WESTFIELD ANNAPOLIS	1032 Annapolis Mall	Annapolis	MD
846	WHITE MARSH MALL	8200 Perry Hall Blvd.	Baltimore	MD
6273	PROVIDENCE PLACE MALL	54 Providence Place	Providence	RI
358	WESTLAND MALL	35000 W. Warren Road	Westland	MI
2956	BAYSHORE TOWNE CENTER	440 W Northshore Drive	Glendale	WI
5130	GURNEE MILLS	6170 W Grand Avenue	Gurnee	IL
3531	GLOUCESTER PREMIUM OUTLET	1125 S. Blackhorse Pike	Blackwood	NJ
1584	POTOMAC MILLS	2700 Potomac Mills Circle	Woodbridge	VA
366	CINCINNATI PREMIUM OUTLET	400 Premium Outlets Drive	Monroe	OH
88	TWIN CITIES PREMIUM OUTLE	3965 Eagan Outlets Pkwy	Eagan	MN
130	TANGER OUTLETS	400 South Wilson Road	Sunbury	OH
590	TANGER OUTLET - HWY 501	4635 Factory Stores Blvd	Myrtle Beach	SC
5333	TANGER OUTLETS SOUTHAVEN	5205 Airways Blvd	Southaven	MS
5920	PASEO COLORADO	300 E. Colorado Blvd	Pasadena	CA
2376	RIVERMARK VILLAGE	3935 Rivermark Plaza	Santa Clara	CA
7038	UNIVERSITY TC	140 University Tc	Sarasota	FL
5053	PHILIPS PLAZA	675 Sunrise Highway	Lynbrook	NY
8180	MARKETPLACE CENTER	1361 Covell Blvd	Davis	CA
9283	CROSS KEYS COMMONS	3501 Rt 42	Turnersville	NJ
349	SHOPS AT NANUET	5107 Fashion Dr	Nanuet	NY
3474	CRANBERRY PLAZA	2991-J Cranberry Highway	East Wareham	MA
2644	EAST HANOVER SC	240 State Route 10	East Hanover	NJ
7121	SHOPS AT FALLEN TIMBERS	6832 Russell Road	Maumee	OH
5273	HERSHEY SQUARE S. C.	1138 Mae Street	Hummelstown	PA
7230	NORTH HILLS CENTRE	1144 Lonnie Abbott Blvd	Ada	OK
5574	HAMPTON VILLAGE CENTER	2771 South Rochester Rd	Rochester Hills	MI
6101	PARKSIDE SC	7800 John Davis Drive	Frankfort	KY
7781	875 SIXTH AVE	875 Avenue Of Americas	New York	NY
2927	1569 FLATBUSH AVENUE	1569 Flatbush Ave	Brooklyn	NY
4358	EIELSON AFB	Building 405 Broadway	Eielson	AK
9860	TYSENS PARK S/C	2722 Hylan Blvd	Staten Island	NY
5296	BRADLEE CENTER	3690 North King Street	Alexandria	VA

255	THE YARDS BOILERMAKER SHO	300 Tingey St Se	Washington	DC
5431	EL CERRITO PLAZA	230 El Cerrito Plaza	El Cerrito	CA
8759	CULVER CENTER	3810 Midway Avenue	Culver City	CA
1267	EAST HILLS VILLAGE	2671 Oswell Street	Bakersfield	CA
3389	SIMSBURY COMMONS	530 Bushy Hill Road	Simsbury	CT
9584	THE SHOWCASE AT INDIO	42425 C Jackson Street	Indio	CA
5150	PLAZA CAYEY	Pr 1 Km 55.2	Cayey	PR
6165	MONTVILLE COMMONS	2020 Norwich-New London T	Montville	CT
5219	SAN FELIPE PLAZA	1735 South Voss	Houston	TX
9028	VALLEY CENTRAL SC	44418 Valley Central Way	Lancaster	CA
8234	COLLEGE SQUARE	210 College Square	Newark	DE
311	WALMART PLAZA	656 New Haven Ave	Derby	CT
5085	WESTCLIFF PLAZA	1036 Irvine Ave	Newport Beach	CA
7354	KMART SHOPPING CENTER	3036 Route 35 South	Hazlet	NJ
2272	FOUNTAINS OF MIRAMAR	2933 Sw 160Th Ave	Miramar	FL
7421	JANTZEN BEACH HAYDEN ISLA	12152 N Pavilion Ave	Portland	OR
5463	BURBANK CROSSING	7929 S Harlem Avenue	Burbank	IL
5720	CORNERSTONE @ LAKE HEART	10524 Moss Park Rd	Orlando	FL
8866	CHERRY HILL SHOPPING CENT	462 Hempstead Turnpike	West Hempstead	NY
2416	EDGEWOOD TOWN CENTER	438-D E Edgewood Blvd	Lansing	MI
104	ORCHARD SC	208 S 72Nd Ave	Yakima	WA
5547	KENTLANDS SQUARE	251 Kentlands Boulevard	Gaithersburg	MD
9001	JACKSONVILLE PLAZA	2050 John Harden Drive	Jacksonville	AR
2025	OLD TOWN SQUARE	1237 North Clybourn Ave	Chicago	IL
5257	FIESTA TRAILS PLAZA	5238 Dezavala Road	San Antonio	TX
9673	ELMHURST CROSSING SHOPPIN	177 South Route 83	Elmhurst	IL
3504	BRENTWOOD PLAZA	8485 Winton Road	Cincinnati	OH
5190	HILLSBORO SHOPPING CENTER	649 Route 206 Door 8	Hillsborough	NJ
7000	BAYSHORE GARDENS	6028 14Th Street West	Bradenton	FL
2271	ROCHESTER CROSSING	160-162 Washington Street	Rochester	NH
7655	ORO VALLEY MARKETPLACE	2060 E Tangerine Road	Oro Valley	AZ
9801	SOUTHBRIDGE CROSSING	8082 Oak Carriage Court N	Shakopee	MN
2078	MASSILLON MARKET	38 Massillon Marketplace	Massillon	OH
2092	MERCHANTS PARK SHOPPING C	953 N Shepherd Dr	Houston	TX
5157	PLAZA SQUARE	667 Hamburg Turnpike	Wayne	NJ
2091	THE MARKET AT OAKLAND	3006 S Morgan'S Pt Rd	Mt Pleasant	SC
977	VIERA MARKETCENTER	6729 Colonnade Ave	Viera	FL
5289	COMMONS AT ISSAQUAH	755 West Gilman Blvd.	Issaquah	WA
1292	PINEHURST SQUARE	1001 W Interstate Ave	Bismarck	ND
9513	TRENTON CROSSING	7600 N. 10Th St	Mcallen	TX
8557	PIERPOINT CENTRE	716 Venture Drive	Morgantown	WV
7207	GOLDEN GATE SHOPPING CTR	1513 Golden Gate Rd	Mayfield Heights	OH
833	SUSSEX PLAZA	22881 Sussex Highway	Seaford	DE
617	HEARTLAND VILLAGE SHOPPES	8411 Windfall Lane	Camby	IN
5585	BATTLEGROUNDS PLAZA	3724-H Battleground Ave	Greensboro	NC
7810	SHOPPES @ PARADISE KEY	4433 Commons Drive East	Destin	FL
1268	AMSTERDAM COMMONS	330 Amsterdam Commons	Amsterdam	NY
7959	BLUE RIDGE CROSSING	4173 Sterling Ave	Kansas City	MO
8507	SUNSHINE SQUARE	546 East Woolbright Rd	Boynton Beach	FL
5160	WEST VOLUSIA REGIONAL S/C	2707 South Woodland	Deland	FL
1864	SHELBYVILLE SC	114 Lee Blvd	Shelbyville	IN
7323	HAVENDALE SQUARE	382 Havendale Square	Auburndale	FL
138	SHOPPES AT PRAIRIE RIDGE	9901 77Th Street	Pleasant Prairie	WI
24	BROOKDALE CORNER	5605 Xerxes Ave	Brooklyn Center	MN

9540	FRANCIS POINTE	106 Francis Lane	Beaver Dam	WI
1812	TRAMONTO MARKETPLACE S/C	3134 W. Carefree Hgwy	Phoenix	AZ
7388	MIDDLEBURG CROSSINGS	2640 Blanding Blvd	Middleburg	FL
5461	RIVER RUN SHOPPING CENTER	9929 Miramar Parkway	Miramar	FL
294	GRAVOIS BLUFFS	#35 Gravois Bluffs Plaza	Fenton	MO
3923	HICKORY FLAT VILLAGE	6175 Hickory Flat Highway	Canton	GA
7158	FRANKLIN CENTRE	915 B Hwy 321	Lenoir	TN
2023	OAK HOLLOW SQUARE	1589 Skeet Club Rd	High Point	NC
2861	CULVER RIDGE PLAZA	2255 East Ridge Rd	Rochester	NY
3618	EPHRATA MARKETPLACE	852 East Main Street	Ephrata	PA
2249	TUDOR SHOPS	975 Ne Rice Road	Lee'S Summit	MO
6812	OSWEGO PLAZA	140 State Rt 104	Oswego	NY
9124	BEAR VALLEY SHOPPING CENT	3100 South Sheridan Blvd	Denver	CO
8684	TRI STATE MALL	10 E Route 23 N	Montague	NJ
3989	MOANALUA SHOPPING CTR	930 Valkenburgh St	Honolulu	HI
1733	SOUTHERN CROSSING	10922 South Memorial Dr	Tulsa	OK
1722	VALLEY STATION	1268 South Us189	Heber	UT
9786	PINE TREE PLAZA	550 36Th Ave South West	Altoona	IA
6059	POPLAR CREEK PLAZA	305 Leonardwood Dr	Frankfort	KY
3678	THE PROMENADE	16255 N Scottsdale Rd	Scottsdale	AZ
8909	METRO JUNCTION	4894 Highway 18 West	Jackson	MS
7407	MCDONOUGH MARKETPLACE	117 Willow Lane	Mcdonough	GA
5608	TOWER PLAZA	1386 S Centerville Rd	Sturgis	MI
8637	BROOKDALE SQUARE	22351 Pontiac Trail	South Lyon	MI
1364	WHITNALL SQUARE	4698 S Whitnall Avenue	Milwaukee	WI
8771	MARKS SQUARE	4600 Mobile Highway #11	Pensacola	FL
8770	MIDTOWN SQUARE SHOPPING C	1573 Gause Boulevard	Slidell	LA
1999	UNIVERSITY COMMONS	1930 1St Capitol Drive	St Charles	MO
702	GAINES MARKETPLACE	1827 Marketplace Dr Se	Caledonia	MI
2827	MARKETPLACE S.C.	I-79 & Route 33	Weston	WV
1300	FOREST PLAZA WEST BLD 1	3207-B Forest Brook Rd	Lynchburg	VA
6138	TWIN OAKS CENTER	2001 5Th Street	Silvis	IL
1441	1882 3RD AVENUE	1882 3Rd Avenue	New York	NY
9656	3453 JEROME AVE	3453 Jerome Ave	Bronx	NY
1393	1609 WESTCHESTER AVE	1609 Westchester Ave	Bronx	NY
3841	5530 WALNUT STREET	5530 Walnut Street	Pittsburgh	PA
4340	CAMP PENDLETON (MINI)	15100 Camp Pendleton	Camp Pendleton	CA
4360	FORT BRAGG (82ND)	82Nd Abn Troop Store	Fort Bragg	NC
4335	SAN DIEGO NB (DOCKSIDE)	Naval Station	San Diego	CA
4430	LEMOORE NAS	Building #795	Lemore Nas	CA
4484	FORT BLISS (COMM CENTER)	Bldg 20752 Gulf Victory W	El Paso	TX
4354	MOUNTAIN HOME AFB	625 Gunfighter Ave	Mountain Home Afb	ID
4322	BARKSDALE AFB	455 Curtis Road	Barksdale Afb	LA
4323	FAIRCHILD AFB	Building 2465	Fairchild Afb	WA
4356	VANDENBERG AFB	Building 10400	Vandenberg Afb	CA
4363	FORT LEE (PXTRA)	Building 9025	Fort Lee	VA
4414	PATUXENT RIVER NAS	22099 Cuddihy Road	Patuxent River	MD
4456	LOS ANGELES AFB	483 N. Aviation Blvd	El Segundo	CA
4339	EDWARDS AFB	Abx Exchange	Edwards Afb	CA
4404	SEYMOUR JOHNSON AFB	1350 Edwards Street	Goldsboro	NC
4398	BELLE CHASE NAS JRB	400 Russell Ave	Belle Chasse	LA
4478	FORT BLISS (MINI)	13471 Sergeant Major Blvd	El Paso	TX
4418	HUNTER ARMY AIRFIELD	130 Haley Ave	Savannah	GA
4462	BEAUFORT MCAS	Building 1283 Giegor Ave	Beaufort	SC



4352	F.E. WARREN AFB	617 Missile Drive	Cheyenne	WY
4304	DOVER AFB	266 Galaxy Way	Dover Afb	DE
4370	GULFPORT NCBC	Bldg. 470	Gulfport	MS
4435	PORTSMOUTH NAVAL HOSPITAL	Store 39/30 Bldg 3	Portsmouth	VA
4498	DYESS AFB	260 Commissary Road	Abilene	TX
4371	TYNDALL AFB	220 Mall Ln Ste 2	Tyndall Afb	FL
4497	PARRIS ISLAND MCRD	Building 406	Parris Island	SC
4361	EGLIN AFB (MINI)	4310 77Th Special Forces	Eglin Afb	FL
2328	CHULA VISTA CENTER	555 Broadway	Chula Vista	CA
2540	PEAR TREE SHOPPING CENTER	532 East Perkins Street	Ukiah	CA
1131	LOS ALTOS CENTER	5555 Stearns St	Long Beach	CA
5820	CLAYTON STATION	5435H Clayton Road	Clayton	CA
7155	66-69 FRESH POND RD	66-69 Fresh Pond Rd	Ridgewood	NY
7657	TIMBERHILLS S.C.	1067 Mono Way	Sonora	CA
6782	SHOPPES @ FOXCHASE	4651 Duke St	Alexandria	VA
1856	NAPA JUNCTION	6040 Main Street	American Canyon	CA
7690	MILL POND VILLAGE	380-Cs Egg Harbor Road	Sewell	NJ
7120	SOUTHPORT TOWN CENTER	2050 Town Center Plaza	West Sacramento	CA
3303	TRI CITY PLAZA	160 Tri City Road	Somersworth	NH
2707	THE PROMENADE AT BOLINGBR	639 E Boughton Rd	Bolingbrook	IL
5511	BEARDS HILL PLAZA	971 Beards Hill Road	Aberdeen	MD
6216	MEADOWVIEW SQUARE	2500 State Rte 59 Ste # 8	Kent	OH
1387	PLAZA PRADOS DEL SUR LOCA	Intersection Of State Rds	Santa Isabel	PR
51	THE SHOPPES AT CINNAMINSO	127 Route 130 South	Cinnaminson	NJ
652	CROSSING AT LISBON	193 River Road	Lisbon	CT
7895	LONDON GROVE VILLAGE	905 Gap Newport Pike	Avondale	PA
3031	PINE CREEK S.C.	716-A Freeman Lane	Grass Valley	CA
3945	FOOD FOR THOUGHT	45 Northern Boulevard	Greenvale	NY
1245	PENNISULA CROSSING	26670 Centerview Drive	Millsboro	DE
2893	TANTALLON CENTER	10729 Indian Highway	Fort Washington	MD
2797	MISSION PLAZA	1412 N. H Street Suite C	Lompoc	CA
3433	NORTH PROVIDENCE MARKET	11 Smithfield Road	North Providence	RI
3719	TWINSBURG TOWN CENTER	8934 Darrow Road	Twinsburg	OH
5051	NISQUALLY PLAZA	1010 Yelm Ave E	Yelm	WA
9360	ALDEN BRIDGE SHOPPING CEN	8000 Research Forest Driv	The Woodlands	TX
8984	PLAZA DEL OESTE	Ave Casto Perez #313	San German	PR
2327	BERLIN CIRCLE PLAZA	116 Walker Ave	West Berlin	NJ
3028	SHILOH CENTER	6400 Hembree Lane	Windsor	CA
1479	GREENPORT COMMONS	424 Fairview Ave	Hudson	NY
2254	NORTH HAVEN PAVILION	200 Universal Drive North	North Haven	CT
7802	ROMEOWILLE TOWNE CENTER	427 North Weber Road	Romeoville	IL
8360	SUFFOLK SHOPPING CENTER	4046 Nesconset Hghwy #1B	East Setauket	NY
7624	GIBBSTOWN S.C.	401 Harmony Road	Gibbstown	NJ
2474	MEADOW BROOK CROSSING	124 State Road 101A	Amherst	NH
6173	LEXINGTON STATION	3833 Lexington Avenue	Arden Hills	MN
6512	VILLAGE COMMONS AT WESLEY	5922 Weddington Monroe Rd	Wesley Chapel	NC
5387	DUNLAWTON SQUARE	3859 South Nova Road	Port Orange	FL
8531	NEWPORT NORTH SC	1280 Bison Avenue	Newport Beach	CA
5351	NEW HOPE CITY CENTER	4237 Winnetka Ave	New Hope	MN
2765	REYNOLDA MANOR	2828 Reynolda Rd Nw	Winston Salem	NC
6292	GEORGESVILLE SQUARE	1617 Georgesville Square	Columbus	OH
8710	SANTA FE SHOPPING CENTER	13505 South Mur-Len	Olathe	KS
5727	WINTER SPRINGS TC	1188 Cliff Rose Dr	Winter Springs	FL
7322	BATTLE GROUND MARKET CTR	2210W Main Streetsuite113	Battle Ground	WA

9859	SHERWOOD MARKET CENTER	16008 Sw Tualatin-Sherwoo	Sherwood	OR
6237	THE VILLAGE IN BLAINE	4335 Pheasant Ridge Dr	Blaine	MN
1368	MONROE PLAZA	19817 State Route 2	Monroe	WA
7445	DANIEL'S CROSSING S/C	6900 Daniels Parkway	Fort Myers	FL
5482	CORALWOOD MALL	2301 Del Prado Blvd H-6	Cape Coral	FL
5573	COLLEGE PARK SHOPPING CTR	3455 West 86Th Street	Indianapolis	IN
6524	NORTH MOUNTAIN VILLAGE	3431 W Thunderbird Rd	Phoenix	AZ
5855	YAKIMA 40TH AVE S.C	1300 N. 40Th Ave.	Yakima	WA
5567	SHOPS AT MALTA	15 Kendall Way	Malta	NY
9341	SAWGRASS PROMENADE	1335 South Millitary Trai	Deerfield Beach	FL
6316	WATERBURY PLAZA	152 Chase Ave	Waterbury	CT
2647	WARETOWN TOWN CENTER	501 Route 9 Suite 300	Waretown	NJ
5307	PENN HILLS CENTER	28 Federal Drive	Penn Hills	PA
2670	SAM HOUSTON TC	12709 Interstate Hwy 45 N	Willis	TX
2094	PARADISE SHOPPES OF SUMME	1585 Central Ave	Summerville	SC
322	BROOKDALE SHOPPING CENTER	9651-100 Brookdale Drive	Charlotte	NC
7428	SETH CHILD COMMONS	830 Commons Place	Manhattan	KS
184	PALOMAR PLAZA	961 Palomar Airport Rd	Carlsbad	CA
1865	ANTIOCH CROSSING S/C	417 E II Rte 173	Antioch	IL
5460	KMART PLAZA EAST	4445 Buffalo Road	Erie	PA
3583	GIG HARBOR NORTH	11430 51St Ave Nw	Gig Harbor	WA
8831	SIGNAL MT VILLAGE SC	541 Signal Mountain Rd -	Chattanooga	TN
2336	OTTER CREEK S.C.	248 S. Randall Road	Elgin	IL
1376	SHOPRITE SHOPPING CENTER	360 Connecticut Ave	Norwalk	CT
6064	SUWANNEE PLAZA	6824 Suwannee Plaza Ln	Live Oak	FL
8364	WHEATLAND MARKET PLACE	3108 S. Route 59	Naperville	IL
1575	TORRINGTON COMMONS	225 High Street	Torrington	CT
7619	SPRINGS VILLAGE S.C.	3953 S. State Hwy 97	Sand Springs	OK
8401	KNOX VILLAGE SQUARE	1504-B Coshacton Ave	Mt. Vernon	OH
7348	DESERT MOUNTAIN PLAZA	4650 Woodrow Bean	El Paso	TX
5171	NORTHWEST PROMENADE	6737 Manatee Ave W	Bradenton	FL
7282	PARKWAY PLAZA	285 Cumberland Pkwy	Mechanicsburg	PA
3779	WAHIAWA TOWN CENTER	935 California Avenue	Wahiawa	HI
6882	OZARK TOWN CENTER 1	1721 S 20Th St	Ozark	MO
2406	SURPRISE LAKE SQUARE	900 East Meridian #22	Milton	WA
5885	POKEGAMA ROAD	2046 S Pokegama Ave	Grand Rapids	MN
9190	WAYNE AVENUE PLAZA	949 Wayne Avenue	Chambersburg	PA
2166	NEWPORT COAST PLAZA	21151 Newport Coast Dr	Newport Beach	CA
7636	COBB PARKWAY SC	2774 N Cobb Parkway	Kennesaw	GA
1873	OVERLAND PLAZA	9126 Page Avenue	Overland	MO
3926	NORWALK KORNERS S.C.	201 Milan Avenue	Norwalk	OH
5537	NORTHWOOD PLAZA	1966 Northwood Plaza	Franklin	IN
5430	TRAIL PLAZA	1056 S.W. 67Th Ave	Miami	FL
1045	SHOREGATE S.C.	30010 Lakeshore Avenue	Willowick	OH
2236	BROOKGATE SHOPPING CENTER	5773 Smith Road	Brook Park	OH
7672	FOUNTAIN OAKS SC	4920 Roswell Rd	Atlanta	GA
9097	BLOOMFIELD AVENUE SHOPPES	6089 Haggerty Road	West Bloomfield	MI
8051	EDGEWOOD TOWN CENTER	1725 South Braddock Ave	Pittsburgh	PA
8611	WEST SHORE PLAZA	1831 Sherman Blvd	Muskegon	MI
1690	PRESIDENTIAL PARKWAY PLAZ	168 Keul Rd	Dixon	IL
626	PHOENIX CENTER II	3016 Phoenix Center Drive	Washington	MO
8846	THE WALNUT GROVE	4010 University Ave	Madison	WI
6587	PLAZA SHOPPING CENTER	1027 South Muskogee	Talequah	OK
27	LUMBERTON PLAZA	1636 Rt 38 & Earyestown	Lumberton	NJ

8193	COLONY SQUARE	726 East Main Street	Lebanon	OH
1571	JORDAN LANE	1416 Berlin Turnpike	Wethersfield	CT
2104	NAMEOKI VILLAGE	3455 Nameoki Road	Granite City	IL
7406	POST COMMONS	4100 North Wickham Rd	Melbourne	FL
6363	MERRY MEETING PLACE	147 Bath Road	Brunswick	ME
6845	APPLETREE MALL	Orchard View Drive &	Londonderry	NH
8905	SHOPS AT EAGLE PROMENADE	3116 E State St	Eagle	ID
75	MANHATTAN PLACE	1801 Manhattan Blvd	Harvey	LA
3953	GEIST CROSSING	9805 Fall Creek Road	Indianapolis	IN
65	ONE YANKTON PLACE	3013 Broadway Ave Suite 4	Yankton	SD
5578	MIRASOL WALK	6231 Pga Blvd	Palm Beach Gardens	FL
6683	SUGAR CREEK CENTER	36 Sugar Creek Center	Bella Vista	AR
5921	SOUTHLAND CROSSINGS	1220 Doral Rd	Youngstown	OH
6696	TOWN & COUNTRY S.C.	494 C.W. Plaza Drive	Columbia City	IN
1883	MOUNTAIN VIEW VILLAGE	4608 W Partridgehill Lane	Riverton	UT
5734	PUBLIX @ FISHHAWK RANCH	5662 Fishhawk Crossing Bl	Lithia	FL
6536	INDIAN TRAIL SQUARE	5739 Preston Hwy	Louisville	KY
835	BROOKS EDGE PLAZA	81A South Main Street	Marlboro	NJ
1145	CIRCLEVILLE PLAZA	1442 Circleville Plaza Dr	Circleville	OH
6661	CASTLE ROCK SQUARE	1163 East Main Street	Price	UT
5919	LAKEWOOD RANCH TC	8338 Market Street	Bradenton	FL
3692	GLENNWOOD COMMONS	820 Sunbury Rd	Delaware	OH
8695	LAKESHORE PLAZA	4137 Mountain Road	Pasadena	MD
6354	COCOA COMMONS	2301 State Hgwy #524	Cocoa	FL
5246	NORTH STATION S.C.	1486 Garner'S Station Blv	Raleigh	NC
1266	SENTRY PLAZA	10244 W. National Ave	West Allis	WI
5421	FESTIVAL @ OLD BRIDGE	12359 Dillingham Square	Lake Ridge	VA
2722	FLEMING PLACE	4023 Sw 10Th Street	Topeka	KS
5603	KROGER CENTER	2028 S. Highway 53	Lagrange	KY
528	MAPLE PARK PLAZA	283 North Weber Road	Boilingbrook	IL
6761	ELIZABETHTOWN S.C.	1575 South Market Street	Elizabethtown	PA
6037	WHISPERING WOODS PLAZA	20773 Gibralter	Brownstone	MI
2026	WESTRIDGE SQUARE	1059 West Patrick St	Frederick	MD
637	RANDALL'S CRYSTAL FALLS T	3501 N Lakeline Blvd	Leander	TX
7794	SHOPS OF MARCO	167 S. Barfield Dr	Marco Island	FL
8612	SOUTH VILLAGE S/C	1850-C 172Nd Ave	Grand Haven	MI
5374	SOUTHLAND SC	6855 Southland Dr	Middleburg Heights	OH
3580	MINER PLAZA	2625 N. Mesa	El Paso	TX
2744	KEYSTONE PLAZA	3574 Highway 31 South	Pelham	AL
7461	SHAW'S PLAZA	770 Roosevelt Trail Road	Windham	ME
5797	WALTERBORO PLAZA	321 Bells Highway	Walterboro	SC
1630	CLIFF LAKE S.C.	1960 Cliff Lake Road	Eagan	MN
3933	HOPEWELL CROSSING SC	800 Denow Road	Hopewell Twp	NJ
5447	TRADEWINDS SHOPPING CTR	101457 Us 1	Key Largo	FL
6783	MERCHANTS WALK S.C.	215 Merchant'S Walk S.C.	Summersville	WV
2037	IMLAY PLAZA	1801 S. Cedar St	Imlay	MI
355	PINE RIDGE SQUARE	1417 West Main St	Gaylord	MI
490	DOTHAN PAVILION	4521 Montgomery Highway	Dothan	AL
8560	ROEBUCK MARKETPLACE	9172 Parkway East # 15	Birmingham	AL
2096	FOX LAKE RETAIL CENTER	1390 Us Route 12	Fox Lake	IL
7460	BELLAIR PLAZA	2661 North Atlantic Ave	Daytona Beach	FL
847	HILLCREST SHOPPING CENTER	233 Hillcrest Shopping Ct	Lower Burrell	PA
2863	WATSON CROSSING SHOPPING	33939 La Highway 16	Denham Springs	LA
2757	MCCARTY CROSSING	1026 Main Street	Jackson	OH

6773	TARGET CENTER	955 Rockland Rd	Lake Bluff	IL
7325	BOGEY HILLS PLAZA	2039 Zumbahl Road	Saint Charles	MO
40	SHOPS AT VICTORIA	4109 Houston Highway	Victoria	TX
8807	GATEWAY COMMONS	3000 Pepperell Pkwy	Opelika	AL
6240	HARWOOD CENTRAL VILLAGE	2101 Harwood Road	Bedford	TX
8934	OLYMPIAD CENTER	23052 Alicia Parkway	Mission Viejo	CA
8501	SHENANDOAH SQUARE	13704 State Road 84	Davie	FL
1456	PARKWAY COMMONS	3046 Columbia Ave	Franklin	TN
2901	DEER CREEK CENTER	3218 Laclede Station Rd	Maplewood	MO
1320	NEWBERRY POINTE	144 Newberry Parkway	Etters	PA
2763	EMBASSY LAKES SHOPPING CE	2631 N. Hiatus Road	Cooper City	FL
3091	VILLAGE SHOP CENTER	1421 Losey Blvd.	La Crosse	WI
9063	WILLOW OAKS CROSSING	5011 Weddington Road	Concord	NC
8828	KENHORST PLAZA	1895 New Holland Rd	Kenhorst	PA
7465	HERITAGE MARKETPLACE	1800 Unser Blvd. Nw	Albuquerque	NM
9610	NEWTON CROSSROADS	5340 Ga Hwy 20	Covington	GA
293	ALOMA SC	2275 Aloma Ave	Winter Park	FL
5933	MABELVALE SHOPPING CENTER	10101 Mabelvale Plaza Dr	Little Rock	AR
1289	HASTINGS MARKETPLACE	1793 Market Blvd	Hastings	MN
3836	RAPIDS PLAZA	4551 8Th Street South	Wisconsin Rapids	WI
6318	MOCKSVILLE TOWN COMMONS	223 Cooper Creek Dr	Mocksville	NC
8879	PINECREST PLAZA	324 Pinecrest Plaza	Morehead	KY
5652	POTRANCO OAKS VILLAGE	9230 Potranco Road	San Antonio	TX
8942	GREAT SOUTH BAY SHP CTR	709 W Montauk Highway	West Babylon	NY
6125	LA MARQUE CROSSING	6608 Gulf Freeway	La Marque	TX
3640	SEMINOLE CENTER	3631 Orlando Drive	Sanford	FL
8936	SHOPPES AT TRINITY LAKES	12472 Sr 54	Odessa	FL
3512	PLAZA PALMA REAL	Carr Pr-3, Km 77.8, Int	Humacao	PR
7162	SAN ANGELO PLAZA	614 W 29Th St #114	San Angelo	TX
3429	EAST VIKING PLAZA	421 Viking Plaza Dr #500	Cedar Falls	IA
8957	1890 RANCH SHOPPING CTR	1335 E. Whitestone Blvd	Cedar Park	TX
8964	CORTLANDT TOWNE CENTER	3141 East Main Street	Mohegan Lake	NY
1736	LOWE'S OUTLOT	2007 Us Highway 27	Somerset	KY
1371	NAVY BLVD	503 N Navy Blvd	Pensacola	FL
6657	STAFFORD SQUARE S/C	297 Route 72 W	Manahawkin	NJ
8858	NORTH POINT VILLAGE	1456 North Point Village	Reston	VA
318	PORT CHARLOTTE MARKETPLAC	19400 Cochran Blvd	Port Charlotte	FL
8878	DURANT SHOPPING CENTER	519 University Place	Durant	OK
8568	PLAZA @ LANDMARK	6244-F Little River TrnPk	Alexandria	VA
3925	NORTHEAST PARK SHOPPING C	210 37Th Avenue N	St. Petersburg	FL
8961	MIRA MESA MALL	8250 Mira Mesa Blvd	San Diego	CA
9378	5TH AVENUE SHOPS	1954 Ne 5Th Avenue	Boca Raton	FL
9495	WILLIAMSBURG DOWNS	5338 Central Florida Pkwy	Orlando	FL
8405	218 FIRST AVE	218 1St Ave	New York	NY
2943	470 THIRD AVENUE/32ND STR	470 Third Avenue	New York	NY
2907	124 8TH AVENUE	124 8Th Avenue	New York	NY
2930	299 BROADWAY	1St Floor	New York	NY
3301	897 8TH AVE	897 8Th Ave	New York	NY
2884	302 CANAL ST	302 Canal St	New York	NY
2098	163 WEST 72ND STREET	163 West 72Nd Street	New York	NY
7466	305 6TH AVE	305 6Th Ave	New York	NY
1824	107 SUMMER STREET	107 Summer St 1St Fl	Boston	MA
9468	2049 86TH ST	2049 86Th St	Brooklyn	NY
547	145 EAST 116TH STREET	145 East 116Th Street	New York	NY

7243	STEINWAY STREET	30-62 Steinway Street	Astoria	NY
7473	ALAMEDA LANDING	2610 5Th St	Alameda	CA
2915	75-28 37TH AVE	75-28 37Th Ave	Queens	NY
5058	1212 KINGS HIGHWAY	1212 Kings Highway	Brooklyn	NY
2119	313A HARVARD STREET	313A Harvard St	Brookline	MA
3052	REGO PARK	96-16 Queens Blvd.	Rego Park	NY
2162	CITY CENTER	2675 Geary Blvd	San Francisco	CA
2850	1336 WISCONSIN AVE	1336 Wisconsin Ave	Washington	DC
5258	7017 18TH AVENUE	7017 18Th Avenue	Brooklyn	NY
6868	1003 BISHOP ST	1003 Bishop St	Honolulu	HI
9967	116-06 QUEENS BLVD	116-06 Queens Blvd	Forest Hills	NY
3958	1940 BEACON STREET	1940 Beacon Street	Brighton	MA
6659	247 3RD AVENUE	247 3Rd Avenue	New York	NY
575	14 W. 8TH STREET	14 W. 8Th Street	Holland	MI
9664	AMTRAK STATION	2955 Market St	Philadelphia	PA
3596	GALLERIA MALL	1210 S. University	Ann Arbor	MI
2841	17 WEST	1220 17Th Street	Miami Beach	FL
4453	ELLSWORTH AFB	2725 Lemay Blvd Bldg 4020	Ellsworth Afb	SD
4374	SAN DIEGO MCRD	3800 Chosin Ave	San Diego	CA
4364	FORT HAMILTON	123 General Lee Ave	Brooklyn	NY
4349	HANSCOM AFB	100 Eglin Street	Bedford	MA
4405	COLUMBUS AFB	Bldg #160	Columbus Afb	MS
4443	HOMESTEAD ARS	29242 Coral Sea Blvd	Homestead Afb	FL
3744	INTERNATIONAL MARKET PLAC	2330 Kalakaua Avenue	Honolulu	HI
33	WILLOW BROOK MALL	1524 Willow Brook Mall	Wayne	NJ
737	WOODFIELD MALL	5 Woodfield Mall	Schaumburg	IL
327	PARK PLACE	5870 East Broadway	Tucson	AZ
816	STONERIDGE MALL	1304 Stoneridge Mall Road	Pleasanton	CA
7125	PALISADES CENTER	3490 Palisades Center Dr	West Nyack	NY
3695	WESTFIELD OAKRIDGE	925 Blossom Hill	San Jose	CA
3547	BAYSHORE MALL	3300 Broadway	Eureka	CA
2015	KING OF PRUSSIA PLAZA	160 North Gulph Road	King Of Prussia	PA
5076	APACHE MALL	646 Apache Mall	Rochester	MN
439	EASTRIDGE MALL	2200 Eastridge Loops	San Jose	CA
436	SUN VALLEY MALL	112A Sun Valley Mall	Concord	CA
90	NORTHPARK MALL	101 North Rangeline	Joplin	MO
444	MONTCLAIR PLAZA	5090 Montclair Plaza Lane	Montclair	CA
1255	STONESTOWN GALLERIA	3251 20Th Avenue	San Francisco	CA
232	WESTFIELD SOUTH SHORE	1701 Sunrise Highway	Bay Shore	NY
1436	FLORIDA MALL	8001 S Orange Blosson Tra	Orlando	FL
342	CROSS CREEK MALL	419 Cross Creek Mall	Fayetteville	NC
9836	PANORAMA CITY MALL	8401 Van Nuys Blvd	Panorama City	CA
60	SMITH HAVEN MALL	110 Smith Haven Mall	Lake Grove	NY
5213	PARK MEADOWS TOWN CENTER	8505 Park Meadows Center	Lone Tree	CO
505	WHITE OAKS MALL	2501 W. Wabash Ave.	Springfield	IL
5581	WESTFIELD FASHION SQUARE	14006 Riverside Drive	Sherman Oaks	CA
3659	MALL OF LOUISIANA	6401 Bluebonnet Blvd	Baton Rouge	LA
85	CAPE COD MALL	769 Iyanough Road	Hyannis	MA
862	DESERT SKY MALL	7611 West Thomas Road	Phoenix	AZ
2471	THE WESTCHESTER	125 Westchester Ave	White Plains	NY
843	CONNECTICUT POST	1201 Boston Post Road	Milford	CT
5203	SQUARE ONE MALL	1201 Broadway Drive	Saugus	MA
1452	ROGUE VALLEY MALL	1600 North Riverside	Medford	OR
492	SOUTH HILL MALL	3500 S. Meridian	Puyallup	WA

50	WESTLAND MALL	1675 West 49Th Street	Hialeah	FL
784	CROSSROADS MALL	6650 South Westnedge	Portage	MI
1032	TUCSON MALL	4500 North Oracle Road	Tucson	AZ
388	OCEAN COUNTY MALL	1201 Hooper Avenue	Toms River	NJ
35	PARK CITY CENTER	581 Park City Center	Lancaster	PA
468	WOODLAND HILLS MALL	7021 South Memorial	Tulsa	OK
1444	MARLEY STATION	7900 Governor Ritchie Hwy	Glen Burnie	MD
73	KINGS PLAZA SHOPPING CTR	5283 Kings Plaza	Brooklyn	NY
5591	VISALIA MALL	2157 South Mooney Blvd	Visalia	CA
1219	SCOTTSDALE FASHION SQ	7014 E Camelback Rd	Scottsdale	AZ
718	ACADIANA MALL	5725 Johnston	Lafayette	LA
1098	WINDWARD MALL	46056 Kam Highway	Kaneohe	HI
285	SOUTHLAKE MALL	2014 Southlake Mall	Merrillville	IN
1506	LANSING MALL	5234 West Saginaw Hwy	Lansing	MI
7792	STONEWOOD CENTER	173 Stonewood	Downey	CA
1602	APPLE BLOSSOM MALL	1850 Apple Blossom Drive	Winchester	VA
1062	ARDEN FAIR MALL	1689 Arden Way	Sacramento	CA
2654	HUDSON MALL	Rt 440	Jersey City	NJ
245	SOUTHPARK MALL	4600 16 Street	Moline	IL
380	NORTH RIVERSIDE PARK	7501 West Cermak Road	North Riverside	IL
1502	PENN SQUARE MALL	2078 Penn Square	Oklahoma City	OK
386	HANES MALL	3320 Silas Creek Parkway	Winston-Salem	NC
1251	WESTFIELD PALM DESERT	72840 Highway Iii	Palm Desert	CA
377	QUAKER BRIDGE MALL	150 Quaker Bridge Mall	Lawrenceville	NJ
326	SANTA ROSA MALL	300 Mary Esther Cutoff	Mary Esther	FL
1583	CHICO MALL	1950 E. 20Th Street	Chico	CA
412	INLAND CENTER	154 Inland Center Dr	San Bernardino	CA
9548	NORTHLAKE MALL	6801 Northlake Mall Dr	Charlotte	NC
406	CHERRYVALE MALL	7200 Harrison Ave	Rockford	IL
1036	WILLOWBROOK MALL	1658 Willowbrook Mall	Houston	TX
7693	FLAT IRON CROSSING MALL	1 Flat Iron Circle	Broomfield	CO
693	HICKORY POINT MALL	1395 Hickory Point Mall	Forsyth	IL
3879	FRANCIS SCOTT KEY	5500 Buckeystown Pike	Frederick	MD
314	COUNTRYSIDE MALL	27001 Us Highway 19 North	Clearwater	FL
5186	MONMOUTH S.C.	180 Route 35 South	Eatontown	NJ
1420	MCKINLEY MALL	3601 Mckinley Parkway	Buffalo	NY
178	LIVINGSTON MALL	112 Eisenhower Parkway	Livingston	NJ
163	SUNRISE MALL	6073 Sunrise Mall	Citrus Heights	CA
7685	POLARIS FASHION PLACE	1500 Polaris Parkway	Columbus	OH
923	EASTWOOD MALL	5555 Youngstown-Warren Rd	Niles	OH
8682	NORTHTOWN MALL	N 4750 Division Street	Spokane	WA
1627	ROSEDALE CENTER	10 Rosedale Center	Roseville	MN
269	MILLCREEK MALL	Space #160	Erie	PA
392	OAK PARK MALL	11161 West 95Th Street	Overland Park	KS
3055	RIDGEDALE CENTER	12505 Wayzata Blvd.	Minnetonka	MN
369	OAKDALE MALL	3111 E. Main Street	Johnson City	NY
1434	TOWN CENTER AT COBB	400 Earnest Barrett Pkwy	Kennesaw	GA
340	ORANGE PARK MALL	1910 Wells Rd	Orange Park	FL
773	OAKLAND MALL	422 W 14 Mile Rd	Troy	MI
1395	WIREGRASS COMMONS MALL	900 Common Ave	Dothan	AL
1039	GREAT NORTHERN MALL	232 Great Northern Mall	North Olmsted	OH
147	CITY CREEK CENTER	51 South Main St	Salt Lake City	UT
1440	EDEN PRAIRIE CENTER	8251 Flying Cloud Drive	Eden Prairie	MN
1169	YORKTOWN SHOPPING CENTER	203 Yorktown S/C	Lombard	IL

6294	MACARTHUR CENTER	300 Monticello Avenue	Norfolk	VA
9395	THE SHOPS AT WILLOW RD	6121 W Park Blvd	Plano	TX
55	SOUTHERN PARK MALL	7401 Market St	Youngstown	OH
3703	CAPITAL MALL	625 Black Lake Blvd Sw	Olympia	WA
5378	CASCADE MALL	414 Cascade Mall	Burlington	WA
571	SOUTHLAND MALL	20505 South Dixie Highway	Miami	FL
2752	SANTA MARIA TOWN CTR	222 Town Center East	Santa Maria	CA
9564	GALLERIA AT SOUTH BAY	1815 Hawthorne Blvd	Redondo Beach	CA
226	FASHION SQUARE MALL	4724 Fashion Square Mall	Saginaw	MI
7295	PACIFIC VIEW	3301 E. Main Street	Ventura	CA
1427	NORTHTOWNE MALL	1500 N Clinton St	Defiance	OH
204	NORTHTOWN SHOPPING CENTER	275 Northtown Dr	Blaine	MN
110	SOUTHRIDGE MALL	5300 S 76Th Street	Greendale	WI
2803	LAKELINE MALL	11200 Lakeline Mall Blvd	Cedar Park	TX
1546	SUPERSTITION SPRINGS	6555 East Southern Ave.	Mesa	AZ
874	LYNNHAVEN MALL	701 Lynnhaven Pkwy	Virginia Beach	VA
510	WESTLAND MALL	550 South Gear Ave	West Burlington	IA
37	KENNEDY MALL	555 John F Kennedy Road	Dubuque	IA
166	BELTWAY PLAZA	6080 Green Belt Road	Greenbelt	MD
310	CUMBERLAND MALL	Delsea Drive & Route 47	Vineland	NJ
190	CONCORD MALL	4737 Concord Pike	Wilmington	DE
8420	CENTER AT SALISBURY	2300 N. Salisbury Blvd.	Salisbury	MD
7898	WESTFIELD BROWARD	8000 W. Broward Blvd	Plantation	FL
500	THE COMMONS AT FEDERAL WA	1823 South Commons	Federal Way	WA
2641	HUTCHINSON MALL	1060 Highway 15 South	Hutchinson	MN
1449	PEMBROKE MALL	4554 Virginia Beach Blvd	Virginia Beach	VA
641	MEADOWS	4300 Meadows Lane	Las Vegas	NV
3390	SOLOMON POND MALL	601 Donald Lynn Blvd	Marlborough	MA
481	THE SHOPS AT ITHACA MALL	40 Catherwood Road	Ithaca	NY
3438	SOUTHSIDE MALL	Rd 2 Southside	Oneonta	NY
820	FAIR OAKS MALL	11850 U Fair Oaks Road	Fairfax	VA
2848	BUFFALO MALL	2400-8Th Ave Sw	Jamestown	ND
1421	COLUMBIA MALL	2300 Bernadette Dr.	Columbia	MO
7090	WAKEFIELD MALL	Tower Hill Road &	Wakefield	RI
159	WESTFIELD NORTH COUNTY	200 East Via Rancho Parkw	Escondido	CA
799	OLD HICKORY MALL	2021 North Highland Ave	Jackson	TN
503	MONTGOMERY MALL	712 Montgomery Mall	North Wales	PA
1265	JEFFERSON VALLEY MALL	650 Lee Boulevard	Yorktown Hgts	NY
636	CARY TOWNE CENTER	1105 Walnut Street	Cary	NC
1469	MID RIVER MALL	1080 Mid Rivers Mall Driv	Saint Peters	MO
1578	WESTFIELD MERIDEN	470 Lewis Avenue	Meriden	CT
38	MARION CENTRE S/C	1475 Marion Waldo Rd	Marion	OH
5883	BAY CITY TOWN CENTER	4101 Wilder Road	Bay City	MI
809	THE GALLERY AT SOUTH DEKA	24 South Dekalb Mall	Decatur	GA
1425	VILLAGE MALL	2917 Vermillion St	Danville	IL
836	QUAIL SPRINGS MALL	2501 West Memorial Road	Oklahoma City	OK
5498	MERIDAN MALL	1982 West Grand River	Okemos	MI
3105	WILTON MALL	3065 Rte 50 Space B-12	Saratoga Springs	NY
5138	THE LAKES MALL	5600 Harvey Road	Muskegon	MI
224	NORTHWOODS MALL	2200 War Memorial Drive	Peoria	IL
1472	HAMILTON MALL	4403 Black Horse Pike	Mays Landing	NJ
277	VOLUSIA MALL	1700 W Internatl Sdwy Blv	Daytona Beach	FL
1352	TOWSON TOWN CENTER	825 Dulaney Valley Road	Towson	MD
5411	THE GALLERY AT THE HARBOR	200 East Pratt St	Baltimore	MD

1666	SALEM CENTER	480 Center Street Ne	Salem	OR
8882	FASHION PLACE MALL	6191 State St	Murray	UT
2662	VILLAGE SQUARE MALL	83 Village Square Mall	Effingham	IL
1592	ENFIELD SQUARE MALL	90 Elm Street	Enfield	CT
41	COURTLAND CENTER	4190 East Court St	Burton	MI
9443	WINONA MALL	1213 Gilmore Ave	Winona	MN
9788	MERLE HAY MALL	3800 Merle May Mall	Des Moines	IA
1076	CRYSTAL RIVER MALL	1801 Nw Hwy 19	Crystal River	FL
353	FOX VALLEY MALL	2356 Fox Valley Center	Aurora	IL
1448	GOLF MILL SHOPPING CENTER	247 Golf Mill Center	Niles	IL
2432	SANTA ROSA MALL	Pr 2	Bayamon	PR
414	FAIRLANE TOWN CENTER	18900 Michigan Avenue	Dearborn	MI
9956	EDGEWATER PLAZA	2600 Beach Blvd	Biloxi	MS
3904	THUNDERBIRD MALL	1421 B 12Th Ave S	Virginia	MN
1111	EAST HILLS MALL	3700 Frederick Ave	St. Joseph	MO
1471	THE MALL OF MONROE	2121 N Monroe St	Monroe	MI
291	INDEPENDENCE CENTER	18813 East 39Th St South	Independence	MO
9014	OAKWOOD SHOPPING CENTER	197 West Bank Expressway	Terrytown	LA
701	SEMINOLE TOWNE CENTER	200 Towne Center Circle	Sanford	FL
25	ALMEDA MALL	12200 Gulf Freeway	Houston	TX
501	RIDGMAR MALL	2178 Green Oaks Road	Fort Worth	TX
208	LINDALE MALL	4444 First Ave N E	Cedar Rapids	IA
3591	HOLIDAY VILLAGE MALL	1753 Highway 2 W	Havre	MT
5584	PARAMUS PARK MALL	2040 Paramus Park Mall	Paramus	NJ
5642	MARSHFIELD MALL	503 East Ives Street	Marshfield	WI
3169	OLD ORCHARD MALL	4999 Old Orchard Center	Skokie	IL
514	MALL ST. VINCENT	1133 St. Vincent #110	Shreveport	LA
5264	WESTFIELD SARASOTA SQUARE	8201 S Tamiami Trail	Sarasota	FL
695	PARADISE VALLEY MALL	4550 East Cactus Rd.	Phoenix	AZ
3082	STEEPLEGATE	270 Louden Road	Concord	NH
5028	LEE PREMIUM OUTLETS	50 Water Street	Lee	MA
5139	TANGER OUTLET CENTER DAYT	1100 Cornerstone Blvd	Daytona Beach	FL
8903	TANGER OUTLETS @ THE ARCH	1387 The Arches Circle	Deer Park	NY
2776	OUTLETS OF DES MOINES	545 Bass Pro Drive Nw	Altoona	IA
3776	THE OUTLET SHOPPES AT LAR	1600 Water Street	Laredo	TX
5026	TANGER OUTLET CENTER JEFF	8000 Factory Shops Blvd	Jeffersonville	OH
3613	NEBRASKA CROSSING OUTLET	21355 Nebraska Crossing D	Gretna	NE
3745	LOUISIANA BOARDWALK OUTLE	490 Boardwalk Blvd	Bossier City	LA
3600	EMPIRE OUTLETS	35B Richmond Terrace	Staten Island	NY
8804	OUTLETS AT CORPUS CHRISTI	500 North Ih 69	Robstown	TX
1124	LAGUNA 99 PLAZA	8451 Elk Grove Blvd	Elk Grove	CA
3220	VINTAGE OAKS	120 Vintage Way	Novato	CA
7995	HERTITAGE PARK PLAZA	448 North Main Street	East Longmeadow	MA
14	CENTURY CENTER	353 Memorial Blvd	West Springfield	MA
8672	VILLAGE SHOPS	95 Washington Street	Canton	MA
8527	UNIVERSITY CENTER	4237 Campus Drive	Irvine	CA
9959	ESPLANADE SHOPPING CENTER	365 West Esplanade Drive	Oxnard	CA
9637	BLUE STAR SHOPPING CENTER	1701 Rt 22 West	Watchung	NJ
5587	SULLY PLAZA	13936 Lee Jackson Hwy	Chantilly	VA
2355	SHOPS @ DUNES ON MONTEREY	130 General Stilwell Dr	Marina	CA
8558	ARLINGTON SHOPPING CENTER	804 Us Highway 46	Parsippany	NJ
7338	WAREHAM CROSSING	2421 Cranberry Hwy	Wareham	MA
8974	LANTANA SQUARE	206 Lantana Drive	Hokessin	DE
5916	GREAT LAKES MALL	7850 Mentor Avenue	Mentor	OH



47	THE SHOPS AT LA CANTERA	15900 La Cantera Pkwy	San Antonio	TX
6604	PARROT PLAZA	1401 W. North Avenue	Melrose Park	IL
8232	WESTFORD PLAZA	175 Littleton Rd	Westford	MA
2726	CATHEDRAL VILLAGE	69185 Ramon Road	Cathedral City	CA
5125	ARLINGTON SQUARE	4725 Reed Road	Columbus	OH
971	PAVILIONS PLACE	16420 Beach Blvd	Westminster	CA
8314	MORGAN HILL SHOPPING CENT	1057 Cochrane Rd	Morgan Hill	CA
7432	HIGHLAND COMMONS	56 Highland Commons East	Hudson	MA
7884	CROSS POINT CENTRE	101 E. Alex Bell Rd	Centerville	OH
9737	COPPER TREE PLAZA	350 Ramapo Valley Rd	Oakland	NJ
1135	NORTHBOROUGH CROSSING	9113 Shops Way	Northborough	MA
8731	SILVERNAIL SHOPPING CENTE	2116 Silvernail Rd	Pewaukee	WI
8357	TRIANGLE SHOPPING CENTER	20 Triangle Center	Yorktown Heights	NY
585	WOODBURN PLAZA SHOPPING C	3040 Sprague Lane	Woodburn	OR
8566	ROCKFORD PLAZA	4190 Vinewood Lane	Plymouth	MN
9230	THE ORCHARD TOWN CENTER	14583 Orchard Parkway	Westminster	CO
5221	COMMERCE TOWN CENTER	3050 Union Lake Rd	Commerce	MI
7876	THE SHOPPES AT HAWK RIDGE	6115 Ronald Reagan Drive	Lake St. Louis	MO
8733	RIVERVIEW WEST MARKETPLAC	3770 W. Mcfadden Ave	Santa Ana	CA
2724	GIBBS CROSSING	350 Palmer Rd	Ware	MA
9963	SHARP'S PLAZA	175 Route 70 East	Medford	NJ
9107	COTTONWOOD SHOPPING CENTE	1100 S. Hwy 260 #17A	Cottonwood	AZ
9353	PORT PLAZA	45 Storey Ave	Newbury Port	MA
1379	CURRY HOLLOW CENTER	314 1/2 Curry Hollow Dr	Pleasant Hills	PA
3515	EDMOND CROSSING S.C.	72 S.E. 33Rd Street	Edmond	OK
9184	TRAVER VILLAGE	2627 Plymouth Road	Ann Arbor	MI
1048	CRYSTAL CITY SHOPS @1750	1670 Crystal Sq Arcade	Arlington	VA
3619	WAYLAND TOWN CENTER	77 Andrew Ave	Wayland	MA
559	MUNDELEIN CROSSINGS	3022 Route 60	Mundelein	IL
1558	SHOPPES @ PGH MILLS	2015 Pgh Mills Blvd	Tarentum	PA
5167	WALMART LAFAYETTE	1217 Diamond Circle	Lafayette	CO
1618	MIDDLESEX S.C.	1342 Eastern Blvd.	Baltimore	MD
1348	SUNRISE VILLAGE SHOPPING	4776 East Sunrise Drive	Tucson	AZ
5823	WEST MARKET SC	109 S Parket Street - 109	Olathe	KS
7371	SPRING CREEK JUNCTION	681 South Green Bay Road	Neenah	WI
8069	WINDSOR COMMONS	3143 Cape Horn Road	Red Lion	PA
6997	SOUTHGATE PLAZA	3501 S Tamiami Trail	Sarasota	FL
1691	PADUCAH TOWNE CENTER	3216 Irvin Cobb Drive	Paducah	KY
7493	RIVER HILL VILLAGE CENTER	6030 Daybreak Circle	Clarksville	MD
8941	FALLS GROVE VILLAGE CTR	14933 F Shady Grove Rd	Rocville	MD
3270	SOUNDVIEW MARKETPLACE	20 Soundview Marketplace	Port Washington	NY
8954	GREENTREE ROAD S/C	1969 Greentree Rd	Pittsburgh	PA
9258	MALL @ SIERRA VISTA	2200 El Mercado Loop	Sierra Vista	AZ
9256	WHITTWOOD TOWN CENTER	15702 Whittwood Lane	Whittier	CA
9178	TROPICANA BELTWAY CENTER	5130 S. Ft Apache Rd	Las Vegas	NV
6775	THE SHOPPES AT OLD BRIDGE	3849 Us Highway 9	Old Bridge	NJ
3894	NIAGARA CONSUMER SQUARE	7314 Niagara Falls Blvd	Niagara Falls	NY
9338	SHEEPSHEAD BAY	1710 Sheepshead Bay Rd	Brooklyn	NY

Total: 640

**Exhibit B**  
**Expense Budget**

<b>GNC - US Consultant's Expenses</b>
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<b>Advertisement</b>	<b>Total</b>
Signs, Banners & Shipping	\$564,810
Signwalker Program	1,002,969
<b>Subtotal: Advertisement</b>	<b>1,567,779</b>
<b>Supervision</b>	<b>1,611,201</b>
<b>Miscellaneous</b>	<b>40,000</b>
<b>Total (1) (2) (3)</b>	<b>\$3,218,980</b>

Note:

(1) Assumes an average of 11.6-week Sale.

(2) If Stores open on a staggered basis, Budget will be mutually modified to reflect potential increase in expenses.

(3) Advertisement budget includes an additional charge for relabeling due to the delay in shipping.

**Exhibit C**  
**Security Requirements**

## **GNC Contract Security Exhibit**

Consultant has implemented and shall operate at all times the following technical and organizational security measures to safeguard and monitor the confidentiality, integrity, and availability of GNC data; the systems that store, process or transmit GNC data; and the services provided to GNC.

1. A written information security policy and program based on an industry-recognized security framework such as NIST 800.53 or ISO 27001/27002. Consultant shall provide a copy of the written information security program they have implemented.
2. An ongoing security awareness program to educate and test personnel about confidentiality and information security at the time of hire and periodically thereafter. Training includes both general-purpose security awareness and job-specific security responsibilities and procedures.
3. Policies, controls, and procedures to control, limit and monitor physical access to facilities where GNC data is processed, systems that provide services to GNC are located, and personnel that provide services to GNC are employed.
4. Policies, controls, and procedures to safeguard and monitor the networks and systems that process GNC data or provide services to GNC. Consultant utilizes current versions of operating systems, applications, software, and hardware that are covered by manufacturer support.
5. Policies, controls, and procedures to prevent the loss or corruption of GNC data and to ensure the confidentiality and integrity of all integrations, system interconnections, and transmissions between Consultant and GNC.
6. Policies, controls, and procedures to manage the creation, use, periodic re-certification, revocation, and deletion of access credentials and to authenticate, authorize, and audit access to data, networks, systems, services, and other information assets.
7. Policies, controls, and procedures to document, review, approve, test, and implement changes to software, hardware, data, applications, and services.
8. Policies, controls, and procedures to create automated logs and audit trails of system operations, user activities, and security events; to review logs, reports, or alerts of security events for all system components to identify anomalies or suspicious activity in a timely manner; and to investigate and addresses security events identified through its monitoring practices.
9. Policies, controls, and procedures for asset management, record retention, and record destruction to identify, classify, and manage information assets, software, and systems. Consultant shall immediately and securely remove from its systems and media, and at GNC's option return or destroy, all data at the end of its agreement with GNC, upon GNC's request, or when the data is no longer required to provide services to GNC. Consultant shall provide suitable documentation and certification of the removal processes and results.
10. Policies, controls, and procedures for a secure System Development Life Cycle (SDLC) that involves security in product development and implementation, trains personnel in secure development and coding concepts and practices, and verifies that products meet security requirements prior to delivery. The secure SDLC incorporates leading practices for authentication, authorization, and access control; data validation, transmission, and storage; cryptography; session management; and error handling.
11. Policies, controls, and procedures to assess, report, manage, and address internal and third-party risk. Consultant operates a continuous vulnerability management program that includes periodic

scanning and penetration tests of systems, services, and networks; application security tests; and the timely installation of all relevant vendor security patches. Consultant subscribes to relevant manufacturer and industry security advisory services. Consultant develops and executes timely risk treatment and remediation action plans.

12. Policies, controls, and procedures for computer security incident response. Consultant designates and trains an incident response team and performs periodic incident response exercises. In the event of an incident that affects the security of the Consultant or the Consultant's third party service providers, Consultant shall notify GNC within 24 hours. Consultant shall cooperate with GNC and GNC's authorized representatives in the design and execution of any public notice and communication regarding the security incident and its impacts. Consultant shall cooperate with GNC to address the incident and implement corrective action plans.
13. Consultant acknowledges and agrees that all data received from GNC is owned by GNC. Consultant shall use data solely for the purpose of providing services to, and solely for the benefit of, GNC. Consultant shall not disclose GNC data to third parties or affiliates without the express written consent of GNC. Consultant shall store regulated personally identifiable data and personal data received from and owned by GNC within the US and will not transmit, transfer, or replicate the data to any location outside of the United States.
14. Consultant shall only disclose or transfer GNC data to authorized third parties for the purpose of rendering services to GNC. Consultant shall maintain an inventory of third parties to which Consultant discloses or transfers GNC's data. Consultant will provide this inventory to GNC upon request. Consultant shall require of its third parties, and accept responsibility to ensure that its third parties shall have in place equivalent safeguards for the protection of GNC data and services as specified in Consultant's agreement with GNC.
15. If Consultant processes, transmits, accesses, or stores payment card data in rendering services to GNC, then Consultant (and related applicable third parties) shall meet the requirements for a PCI Service Provider and shall demonstrate ongoing PCI Data Security Standard and/or Payment Application Data Security Standard compliance as a Service Provider annually by furnishing to GNC its then-current authorized Attestation of Compliance developed by a certified, independent PCI Qualified Security Assessor.
16. If Consultant processes personal data of European Union data subjects as a data processor rendering services to GNC, then Consultant (and related applicable third parties) shall implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject, execute a data protection agreement with GNC, assist GNC to fulfill GDPR data subject rights requests. Consultant shall make available to GNC all information necessary to demonstrate compliance with GDPR obligations.
17. Consultant shall comply with all applicable federal, state, and local statutes and regulations governing Consultant's use, transmission, storage, and destruction of data.
18. Consultant has disclosed any breach of security or unauthorized access or unauthorized use of its systems or services that occurred in the past 36 months. Consultant has described the response and remedies implemented to address the cause of any breach.
19. Consultant has provided current attestation of privacy and security trust principles such as an SSAE 16 SOC 2 report (or equivalent) from an independent registered public accountant (or equivalent)

covering all locations and functions that store, process, transmit, or access GNC data and/or systems.

20. Upon reasonable notice, Consultant shall permit GNC, or a third-party provider acting on GNC's behalf, to conduct security vulnerability testing of the systems and/or software developed on behalf of GNC and/or used to render services to GNC. Consultant shall develop and implement timely corrective action plans to remediate defects and vulnerabilities noted during the testing.
21. Consultant shall reasonably cooperate with any investigation carried out by or on behalf of GNC relating to the security, integrity, confidentiality, availability, or accuracy of GNC data, including promptly providing information or material in its possession or control in support of such investigation, and making all necessary personnel available to respond to any questions or issues that may arise.
22. Consultant has executed GNC's non-disclosure agreement (or equivalent).

END OF DOCUMENT

Revised 8/7/2018

**ADDENDUM NO. 1 TO CONSULTING AGREEMENT**

THIS ADDENDUM NO. 1 TO AGREEMENT, dated as of July 8, 2020, is entered into by GNC Holdings, Inc. (“Merchant”) and a joint venture comprised of Tiger Capital Group, LLC (“Tiger”) and Great American Group, LLC (“GA”) (Tiger together with GA, “Consultant”).

**WITNESSETH:**

**WHEREAS**, Merchant and Consultant entered into that certain Consulting Agreement dated as of June 10, 2020 (the “Agreement”) whereby Consultant manages the sale of merchandise at certain locations that are being closed pursuant to the terms set forth therein; and

**WHEREAS**, Merchant and Consultant wish to add the stores included on **Exhibit 1** hereto (the “Additional Stores”) to the Sale<sup>1</sup> pursuant to Paragraph 1 of the Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and conditions contained herein, Merchant and Consultant do hereby agree as follows:


1. Consultant shall serve as Merchant’s consultant for the purpose of conducting the Sale at the Additional Stores pursuant to the terms of the Agreement as modified herein.
2. The Base Fee, Incentive Fee and FF&E Fee shall remain the same for the Additional Stores as provided in the Agreement. The Base Fee shall be paid no later than the Sale Commencement Date.
3. The Sale Commencement Date shall be the first business day after the approval of adding the Additional Stores to the Sale upon the terms set forth herein. The Sale Termination Date shall be as set forth in the Agreement no later than September 30, 2020.
4. The Expense Budget with regard to the Sale at the additional stores is attached hereto as **Exhibit 2**. Expenses as set forth in the Expense Budget shall be paid first from the proceeds of the sale of FF&E.
5. This Addendum shall be effective upon the terms provided in Paragraph 34 of the Interim Order Granting Debtors’ Motion for Interim and Final Orders (A) Approving Procedures for Store Closing Sales, (B) Authorizing Customary Bonuses to Managers of Stores, (C) Authorizing Assumption of the Consulting Agreements and (D) Granting Related Relief (DKT 131).
6. Except only as modified expressly herein, the terms of the Agreement shall remain in full force and effect.

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<sup>1</sup> Defined terms not defined herein shall have the meaning given to them in the Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date provided above.

GNC HOLDINGS, INC.  
By:   
Name: Matthew R. Milanovich  
Its: VP-IR, Treasury & Risk

TIGER CAPITAL GROUP, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

GREAT AMERICAN GROUP, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date provided above.

**GNC HOLDINGS, INC.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**TIGER CAPITAL GROUP, LLC**

**By:**



**Name: Mark P. Naughton**

**Its: Senior General Counsel**

**GREAT AMERICAN GROUP, LLC**



**By:** \_\_\_\_\_

**Name: Marina Fineman**

**Its: Associate General Counsel**

**Exhibit 1**  
**Additional Stores**  
**Attached**

## Store List - Additional Locations

Loc Number	Location Name	Location City	Location State
11	Summit Mall	Fairlawn	OH
39	Berkshire Mall	Wyomissing	PA
137	Merced Mall	Merced	CA
155	Rivergate Mall	Goodlettsville	TN
187	Valley Mall	Hagerstown	MD
201	Northpark Mall	Davenport	IA
324	Foothills Fashion Mall	Ft Collins	CO
454	Columbia Center	Kennewick	WA
472	Westmoreland Mall	Greensburg	PA
536	Brea Mall	Brea	CA
596	Stroud Mall	Stroudsburg	PA
700	Montgomery Mall	Bethesda	MD
762	Midway Mall	Elyria	OH
1194	Valley Plaza	Bakersfield	CA
1239	Shawnee Mall	Shawnee	OK
1252	Ward Parkway	Kansas City	MO
1286	Rogers Plaza	Wyoming	MI
1830	Westfield Topanga	Canoga Park	CA
1855	Galleria At Roseville	Roseville	CA
2677	Dyersburg Mall	Dyersburg	TN
2694	Crossroads Mall	Ft. Dodge	IA
2965	Calhoun Square	Minneapolis	MN
3428	Hillsdale Mall	San Mateo	CA
5124	Palmer Park Mall	Easton	PA
5184	Westwood Mall	Marquette	MI
5548	Birchwood Mall	Fort Gratiot	MI
7098	Sierra Vista Mall	Clovis	CA
7906	Central Mall	Salina	KS
8227	Mall @ Robinson	Pittsburgh	PA
120	Valley Fair Mall	West Valley	UT
260	Fort Steuben Mall	Steubenville	OH
270	Westfield Sunrise	Massapequa	NY
313	Golden East Crossing	Rocky Mount	NC
463	Galleria Ft Lauderdale	Ft Lauderdale	FL
619	Lancaster Mall	Salem	OR
644	Independence Mall	Wilmington	NC
659	Boulevard Mall	Amherst	NY
785	Sangertown Square	New Hartford	NY
1091	Eastern Hills Mall	Williamsville	NY
1152	Clarion Mall	Clarion	PA
1217	Alpena Mall	Alpena	MI
1242	Richland Mall	Mansfield	OH
1243	Crossroads Of San Antonio	San Antonio	TX
1244	Fox Run Mall	Newington	NH
1307	Village Mall	Auburn	AL
1438	Midway Mall	Sherman	TX
1557	Ashtabula Mall	Ashtabula	OH
2688	Circle Centre	Indianapolis	IN
3191	Glenwood Springs	Glenwood Springs	CO
3271	Indian River Mall	Vero Beach	FL
3603	The Mall At Waycross	Waycross	GA
5081	Senorial Plaza	Rio Piedras	PR
5522	Lakeland Square	Lakeland	FL
5875	Clearview Shopping Center	Metairie	LA
7699	Eagle Ridge Mall	Lake Wales	FL
8388	Mt. Berry Square Mall	Rome	GA
8912	Triangle Town Center	Raleigh	NC
9598	Durango Mall	Durango	CO
<b>58</b>	<b>Subtotal: Stores</b>		

**Exhibit 2**  
**Expense Budget**  
**Attached**

<b>GNC - US Budget</b>
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**Consultant Expenses:**

Advertisement (In-store signage & Shipping)	\$21,750
Supervision	0
Miscellaneous	0
<b>Total Consultant Exp.</b>	<b>\$21,750</b>

## Note:

(1) Budget reflects 29 GOB Stores and 29 Transfer locations. Should the numbers and/or classifications of the Stores fluctuate from these amounts, Merchant and Consultant shall mutually agree to amend the Budget and Consultant Fees.

**EXHIBIT 4**

**Canada Consulting Agreement**

## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made as of June 18, 2020 (the “Effective Date”), by and among General Nutrition Centres Company (“Merchant”) and a joint venture comprised of Tiger Asset Solutions Canada, ULC (“Tiger”) and GA Retail Canada ULC (“GA”) (collectively, the “Consultant”) and together with Merchant, the “Parties” and each a “Party”).

RECITALS

WHEREAS, Merchant operates retail stores throughout Canada and desires that the Consultant act as Merchant’s exclusive consultant for the limited purposes of (a) assisting Merchant (i) in determining stores to close immediately (or not to reopen) (the “Closing Stores”) and stores at which to conduct a Sale as defined below (the “GOB Stores”) and (ii) with the logistics of transferring Merchandise (as defined below) from the Closing Stores to the GOB Stores; (b) selling all of the Merchandise (as defined below) from Merchant’s Closing Stores and GOB Stores identified on Exhibit A attached hereto (as may be modified prior to the Sale Commencement Date (as defined below) including by adding or removing stores, in each case pursuant to Section 1 below) (each such store identified on Exhibit A individually a “Store,” and collectively the “Stores”) by means of a “store closing”, “location closing”, “sale on everything”, “everything must go”, or similar themed sale as agreed between the Parties at the GOB Stores (as further described below, the “Sale”); and (c) selling or otherwise disposing of Merchant owned furniture, furnishings, trade fixtures, machinery, equipment, office supplies, supplies and other tangible personal property that are located in the Stores (collectively, “FF&E”) in the Stores, each upon the terms set forth herein.

WHEREAS, Merchant and certain related entities intend to commence a bankruptcy case (the “Bankruptcy Case”) in the United States of America under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and ancillary proceedings (the “CCAA Proceedings”) in Canada under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”) before the Ontario Superior Court of Justice (Commercial List) (the “Court”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant and Merchant hereby agree as follows:

**Section 1. Appointment of Consultant**

Effective as of the date hereof, subject to the entry of the Approval Order (as defined below) by the Court, Merchant hereby appoints the Consultant, and the Consultant hereby agrees to serve, as Merchant’s consultant for the purpose of conducting the Sale in accordance with the terms and conditions of this Agreement as more definitively set forth in Section 4 hereof. Subject to Section 11, Consultant shall be authorized to advertise the Sale as a “store closing”, “location closing”, “sale on everything”, “everything must go”, or similar-themed sale in accordance with the terms hereof, provided that no signs shall advertise the Sale as a “bankruptcy”, a “going out of business” or a “liquidation” sale with it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used.

After the date hereof, at the option of the Merchant and if necessary subject to requisite approval Orders entered in the Bankruptcy Case or granted in the CCAA Proceedings and/or the Information Officer appointed by the Court (the “Information Officer”), Merchant may add additional Closing Stores and GOB Stores for Consultant to serve as Merchant’s independent consultant in connection with the conduct of a Sale (the “Additional Stores”) with respect to such Additional Stores on the terms and conditions of this Agreement subject to appropriate adjustments as agreed for the Sale Commencement Date, the Sale Termination Date, the Expense



Budget, the Consulting Fee and the FF&E Fee (each as defined below) for such Additional Stores (as may be applicable), which Additional Stores and such terms shall be set forth in a written addendum hereto. The Additional Stores and the initial Stores shall be collectively referred to as the “Stores” herein.

**Section 2. Merchandise**

For purposes hereof, “Merchandise” shall mean all goods, saleable in the ordinary course, located in the Stores on the Sale Commencement Date (as defined below) or delivered thereto after the Sale Commencement Date pursuant to the terms hereof. “Merchandise” does not mean and shall not include: (1) goods that belong to sublessees, licensees, or concessionaires of Merchant or are leased and licensed from third parties by Merchant, or are held by Merchant on memo, on consignment or as bailee, in each case, to the extent identified by Merchant as excluded from Merchandise; (2) landlord owned furnishings, trade fixtures, equipment and improvements to real property that are located in the Stores (3) FF&E; (4) expired goods or goods that expire prior to the Sale Termination Date (as defined below); (5) damaged or defective merchandise that cannot be sold for the purpose for which it was intended; or (6) gift cards (third party and Merchant branded).

**Section 3. Sale Term**

Subject to obtaining the Approval Order (as defined herein) from the Court, the Sale shall commence as mutually agreed; provided, however, (a) for GOB Stores that are currently operating, the Sale shall commence on or about June 25, 2020, and (b) for GOB Stores that are not currently operating, the Sale shall commence on or about the date that is the later of the date upon which Merchant reopens each such GOB Store and June 25, 2020 (the “Sale Commencement Date”). The Sale shall conclude no later than September 30, 2020 (the “Sale Termination Date”); provided, however, that Merchant may agree in writing in its sole discretion to extend or terminate the Sale at any GOB Store prior to the Sale Termination Date (it being understood that, if the timing set forth herein changes, Merchant and Consultant shall mutually agree on any adjustments to the Expense Budget (as defined below) and Consultant’s compensation); provided further, however, that Merchant may agree in writing in its sole discretion to make any GOB Store a Closing Store prior to the Sale Termination Date. The period between the Sale Commencement Date and the Sale Termination Date shall be referred to as the “Sale Term.” Upon the removal of Merchandise from each Store and at the conclusion of the Sale at each GOB Store, (a) Consultant shall surrender the premises for such Store to Merchant in broom-swept and clean condition with any unsold FF&E abandoned in place at such Store, and (b) Consultant shall reasonably assist Merchant to photographically document the condition of each such Store upon the conclusion of the Sale there.

**Section 4. Project Management**

(A) Consultant’s Undertakings

Consultant shall (a) conduct a review and assessment of Merchant’s current store closing plan and accompanying assumptions in light of the current market environment, (b) make recommendations in order to minimize expenses and maximize the return from the sale of Merchandise, (c) consult with Merchant as to which stores to close immediately (or to not reopen) and at which to conduct the Sale, and (d) consult with Merchant as to the logistics of transferring merchandise from the Closing Stores to the GOB Stores. During the Sale Term, Consultant shall, in collaboration with Merchant, (a) provide one or more qualified supervisors (the “Supervisors”) engaged by Consultant and reasonably approved in advance by Merchant to oversee the Sale and management of the GOB Stores in an effort to maximize revenue and sell all of the Merchandise prior to the end of the Sale; (b) determine appropriate point-of-sale and external advertising, reasonably approved in advance by Merchant and in accordance with the Canadian Sale Guidelines attached as **Exhibit D**; (c) determine appropriate discounts of Merchandise, staffing levels, and appropriate bonus and incentive programs, if any, for the GOB Stores’ employees, in each case reasonably approved in advance by Merchant; (d) oversee display of Merchandise for the GOB Stores; (e) evaluate sales of Merchandise by category, provide

sales reporting and monitor expenses; (f) maintain the confidentiality of all proprietary or non-public information regarding Merchant in accordance with the provisions of the confidentiality agreement signed by the Parties and for Merchant Confidential Information (as defined below) in accordance with the next paragraph; (g) assist Merchant in connection with managing and controlling loss prevention and employee relations matters; (h) to the extent necessary, assist Merchant in obtaining all required permits and governmental consents required to conduct the Sale; (i) price, market, and sell the FF&E on behalf of Merchant; (j) provide such other related services deemed necessary or appropriate by Merchant and Consultant; (k) provide such information and reporting as may be requested by the Information Officer; and (l) comply with all applicable Orders entered in the Bankruptcy Case or granted in the CCAA Proceedings.

Without limiting the generality of the foregoing, all information of a business nature relating to the pricing, sales, promotions, marketing, assets, liabilities, or other business affairs of Merchant, its customers, parent, subsidiaries, or other affiliated entities (for purposes of this paragraph, all such entities are included within each reference to “Merchant”) is Merchant’s confidential, trade secret information (“Merchant Confidential Information”), which is and shall remain the exclusive intellectual property of Merchant. Except as may be required for Consultant to perform its obligations under this Agreement in respect of the Sale, Consultant shall not divulge, furnish, make available, or in any other manner disclose such information to any third party other than to the Information Officer and the respective affiliates, officers, employees, representatives, attorneys and agents of each party comprising Consultant. Each party comprising Consultant shall take and shall cause its respective affiliates, officers, employees, representatives, attorneys and agents to take such action as shall be reasonably necessary or advisable to preserve and protect the confidentiality of Merchant Confidential Information. Each party comprising Consultant agrees to maintain strict confidentiality and agrees that it may use Merchant Confidential Information only as reasonably necessary in the performance of its obligations related to the Sale.

The Parties expressly acknowledge and agree that Merchant shall have no liability to the Supervisors for wages, benefits, severance pay, termination pay, vacation pay, pay in lieu of notice of termination or any other liability arising from Consultant’s hiring or engagement of the Supervisors, and the Supervisors shall not be considered employees of Merchant. Merchant shall only be responsible for reimbursing Consultant for the cost of such Supervisors as part of the Expense Budget (as defined below). Consultant shall vacate the GOB Stores on the Sale Termination Date, or such other date as agreed between the Merchant and the Consultant in accordance with the terms hereof.

(B) Merchant’s Undertakings

During the Sale Term, Merchant shall, as applicable, (a) remain the employer of the Stores’ employees; (b) remain responsible for all taxes, costs, expenses, accounts payable, and other liabilities relating to the Stores, the Stores’ employees and other representatives of Merchant; (c) prepare and process all tax forms and other documentation; (d) collect all sales taxes and pay them to the appropriate taxing authorities for the Stores; (e) use reasonable efforts to cause Merchant’s employees to cooperate with Consultant and the Supervisors; (f) execute all agreements mutually determined by the Merchant and the Consultant to be necessary or desirable for the operation of the GOB Stores during the Sale; (g) arrange for the ordinary maintenance of all point-of-sale equipment required for the GOB Stores; and (h) ensure that Consultant has quiet use and enjoyment of the GOB Stores for the Sale Term in order to perform its obligations under this Agreement.

Merchant shall provide throughout the Sale Term central administrative services typically provided to Stores in the ordinary course and necessary for the Sale, including internal payroll processing, MIS services, cash and inventory reconciliation, data processing and reporting, email preparation and distribution, information technology updates, functionality, and maintenance, and accounting, all at no cost to Consultant.

The Parties expressly acknowledge and agree that Consultant shall have no liability to Merchant’s employees for wages, benefits (including any pension related benefits and obligations), severance pay, termination pay, accrued vacation entitlement, vacation pay, pay in lieu of notice of termination or any other liability arising

from Merchant's employment, hiring, retention, furlough, layoff, or termination of its employees, and such employees shall not be considered employees of Consultant.

The Parties acknowledge that this Agreement is being entered into in the midst of the outbreak of the COVID-19 pandemic and that local, provincial, and national laws and responses are continuously developing and evolving, often in unpredictable ways. Merchant hereby agrees that, while Consultant will fully cooperate with Merchant to adhere to any restrictions, laws, regulations, recommendations, or orders imposed by governmental entities, or similar regulatory or authoritative agencies, that may be imposed on any aspect of Merchant's ability to operate the Stores in response to the COVID-19 pandemic, the responsibility and expense of complying with any such restrictions, laws, regulations, recommendations, or orders, including their enforcement and implementation, shall be the sole responsibility of Merchant. Examples of such restrictions, regulations or recommendations may include, without limitation: (a) providing protective gear (such as masks, sanitizers, and similar items) aimed at reducing the spread of the virus to Merchant's employees, customers, vendors, etc.; (b) implementing physical restrictions with regard to Store operations, including monitoring the number of customers allowed into a Store at any given time; and (c) enforcing daily cleaning and sanitizing procedures at the Stores. Merchant and its employees shall be responsible to facilitate, enforce, and implement any such restrictions or regulations, however, Consultant agrees not to violate any such restrictions, laws, regulations, recommendations or orders in the performance of its services hereunder.

## **Section 5. The Sale**

All sales of Merchandise and FF&E shall be made on behalf of, and solely in the name of, Merchant. Consultant does not have, nor shall it have, any right, title, or interest in the Merchandise or FF&E. Subject to the terms of the Approval Order, all sales of Merchandise and FF&E shall be by cash, gift card, gift certificate, merchandise credit, debit card, or credit card and, at Merchant's discretion, by check or otherwise in accordance with Merchant's policies, and shall be "final" with no returns accepted or allowed unless otherwise directed by Merchant or mandated by law. The right to honor gift cards, gift certificates or merchandise credit, after the commencement of the Bankruptcy Case and the CCAA Proceedings shall be subject to further Orders entered in the Bankruptcy Case and granted in the CCAA Proceedings.

## **Section 6. Consultant Fee and Expenses in Connection with the Sale**

### **(A) Consultant's Fee**

Consultant shall be entitled to a base fee for its services equal to USD\$1,000 per GOB Store and USD\$500 per Closing Store (the "Base Fee") payable as follows: (x) 50% upon entry of the Interim Order (as defined below), and (y) 50% upon entry of the Final Order (as defined below). In addition, Merchant may earn an additional incentive fee (the "Incentive Fee" and together with the Base Fee, the "Consulting Fee") based upon the following thresholds of Gross Proceeds (as defined below) received during the Sale divided by the Cost Value (as defined below) of the Merchandise sold during the Sale (the "Gross Recovery Percentage") calculated back to the first dollar received:

Gross Recovery Percentage	Total Incentive Fee
Between 120% to 134.99%	.50% of Gross Proceeds
Between 135% to 149.99%	.75% of Gross Proceeds
150.0% or above	1.25% of Gross Proceeds

For the avoidance of doubt, the above Incentive Fee, if achieved, is in addition to the Base Fee.

After it is determined that Consultant has earned an Incentive Fee, Merchant shall pay such Incentive Fee as earned as part of the weekly reconciliations and in any event no later than the Final Reconciliation (as defined below).

For purposes of this calculation, (i) “Gross Proceeds” shall mean the sum of the gross proceeds of all sales of Merchandise that is sold through the Sale (including, as a result of the redemption of any gift card, gift certificate or merchandise credit as well as wholesale sales to third parties and miscellaneous income) during the Sale Term, after the application of all discounts including, without limitation, any discount coupons issued by Merchant in the ordinary course of its business, and net only of sales taxes, and (ii) “Cost Value” shall mean the aggregate gross cost of Merchandise sold during the Sale per the Merchant’s books and records. The Parties shall mutually agree upon the Consulting Fee for any Additional Stores in writing.

For purposes of calculating Gross Proceeds, Consultant and Merchant shall jointly keep (i) a strict count of gross register receipts less applicable sales taxes and (ii) cash reports of sales within each Store. Register receipts shall show for each item sold the retail price (as reflected on Merchant’s books and records) for such item, and the markdown or other discount granted in connection with such sale. All such records and reports shall be made available to Consultant and Merchant during regular business hours upon reasonable notice.

(B) Expenses

Merchant shall be responsible for all reasonable and documented costs and expenses of the Sale, including all Store level operating expenses. To control expenses of the Sale, Merchant and Consultant have established a budget (the “Expense Budget”) of certain delineated expenses in connection with the Sale, including supervision (including Supervisors’ wages, fees, travel and any other compensation and any travel expenses of Consultant), advertising costs and signage. The Expense Budget for the Sale is attached hereto as **Exhibit B**. The Expense Budget may only be modified by mutual written agreement of Consultant and Merchant, and with the approval of the Information Officer from and after the date of the Approval Order. Notwithstanding anything herein to the contrary, unless otherwise agreed to by Merchant, Merchant shall not be obligated to pay costs of supervision, advertising costs and signage that exceed the budgeted amount, on an aggregate basis. The Parties acknowledge that the Expense Budget will be updated as appropriate in connection with any modification of the lists of GOB Stores or the terms of the Sale and agree to cooperate in good faith with respect to such updates or to any Additional Stores.

(C) Reconciliation

Consultant shall maintain books and records as it relates to the services rendered under this Agreement. Subject to the terms of the Approval Order, all accounting matters (including, without limitation, any Consulting Fees and expenses per the Expense Budget that are reimbursable or payable to Consultant) shall be reconciled on every Wednesday for the prior week and shall be paid within seven (7) days after each such weekly reconciliation.

Within twenty (20) days following the Sale Termination Date for each GOB Store, the Parties shall complete a final reconciliation and settlement based upon the total Gross Proceeds received and all amounts earned and due to Consultant and contemplated by this Agreement (including, without limitation, Expense Budget items) (the “Final Reconciliation”). Upon completion of the Final Reconciliation, if a payment is due from either Party, such Party shall pay the other Party any amounts calculated to be due as part of such Final Reconciliation after considering any amount previously paid to the Consultant (including without limitation Expense Budget items and any other payments under this Agreement). Merchant or its firm of auditors appointed by Merchant has the right, upon reasonable written notice to Consultant, to inspect at reasonable times and locations such documentation, records, and equipment that reasonably relate to the services provided for under this Agreement for purposes of ensuring performance of Consultant’s obligations under this Agreement.

(D) Advance on Expenses

Subject to the terms of the Approval Order, as an advance against the expenses of the Sale, and to secure payment of the same and any other amounts due to Consultant, no later than five (5) days after the Effective

Date, and in no event later than the last business day before the earliest of filing by Merchant of a Bankruptcy Case or CCAA Proceedings, Merchant shall pay to Consultant a deposit in the amount of USD\$200,000, which is an estimate of the costs of signage, advertising and Supervisors for a two (2) week period, and is calculated based on the number of Stores included on **Exhibit A** as of the Effective Date (the "Advance"). The Parties agree that the Advance may only be used to pay for expenses pursuant to the Expense Budget and to secure reimbursement of the Expenses and payment of the Consulting Fee and other amounts due hereunder. The Parties further agree to increase the sum of the Advance in the event that Additional Stores are added and as needed, provided, however, that Merchant must expressly approve such increases in writing. The Advance shall be applied against the reimbursement of expenses or payment of the Consulting Fee at the end of the Sale Term to the extent not otherwise paid, and to the extent not expended when the Sale concludes, and any unapplied balance shall be returned to Merchant as part of the Final Reconciliation or such other time that Merchant and Consultant mutually agree.

(E) Taxes on Payments

Merchant acknowledges that the amounts payable to Consultant hereunder may be subject to sales or other taxes and agrees to pay to Consultant all such taxes in accordance with applicable laws in addition to the amounts payable hereunder.

**Section 7. Indemnification**

(A) Merchant's Indemnification

Except as otherwise provided for in this Agreement, Merchant shall indemnify, defend, and hold each party comprising Consultant and its consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, principals, affiliates, and Supervisors (collectively, "Consultant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to: (a) the willful or grossly negligent acts or omissions of Merchant or the Merchant Indemnified Parties (as defined below); (b) the material breach of any provision of this Agreement by Merchant; (c) any liability or other claims, including, without limitation, product liability claims, asserted by customers, any Store employees (under a collective bargaining agreement or otherwise), or any other person (excluding Consultant Indemnified Parties) against Consultant or a Consultant Indemnified Party, except claims arising from Consultant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Consultant's Indemnified Parties or Merchant's customers by Merchant or Merchant's Indemnified Parties (as defined below); (e) Merchant's failure to collect, remit and pay over to the appropriate taxing authority all sales and other taxes required to be collected, remitted or paid by Merchant during the Sale Term in accordance with applicable law; and (f) any claims of Merchant's employees for wages, benefits (including pension related benefits and obligations), severance pay, termination pay, accrued vacation, vacation pay, pay in lieu of notice of termination or any other liability arising from Merchant's employment, hiring, retention, furlough, layoff or termination of its employees.

(B) Consultant's Indemnification

Except as otherwise provided for in this Agreement, Consultant shall, on a joint and several basis, indemnify, defend and hold Merchant and its affiliates and their respective consultants, members, managers, partners, officers, directors, employees, attorneys, advisors, principals, and affiliates (other than the Consultant or the Consultant Indemnified Parties) (collectively, "Merchant Indemnified Parties") harmless from and against all liabilities, claims, demands, damages, costs and expenses (including reasonable attorneys' fees) arising from or related to (a) the willful or grossly negligent acts or omissions of Consultant or the Consultant Indemnified Parties; (b) the breach of any provision of, or the failure to perform any obligation under, this Agreement by Consultant; (c) any liability or other claims made by Consultant's Indemnified Parties or any other person (excluding Merchant Indemnified Parties) against a Merchant Indemnified Party arising out of or related to

Consultant's conduct of the Sale, except claims arising from Merchant's negligence, willful misconduct, or unlawful behavior; (d) any harassment, discrimination or violation of any laws or regulations or any other unlawful, tortious or otherwise actionable treatment of Merchant Indemnified Parties or Merchant's customers by Consultant or any of the Consultant Indemnified Parties and (e) any claims made by any party engaged by Consultant as an employee, agent, representative or independent contractor arising out of such engagement.

**Section 8. Insurance**

(A) Merchant's Insurance Obligations

Merchant shall maintain, throughout the Sale Term, liability insurance policies (including products liability in the amounts currently provided, commercial general liability insurance and auto liability insurance) covering injuries to persons and property in or in connection with the Stores, and shall cause Consultant to be included as an additional insured with respect to all such policies. At Consultant's request, Merchant shall provide Consultant with a certificate or certificates evidencing the insurance coverage required hereunder and that Consultant is an additional insured thereunder. In addition, Merchant shall maintain throughout the Sale Term, in such amounts as it currently has in effect, workers compensation insurance in compliance with all applicable statutory requirements.

(B) Consultant's Insurance Obligations

As an expense of the Sale and as set forth on the Expense Budget, Consultant shall maintain, throughout the Sale Term, liability insurance policies (including products liability/completed operations, contractual liability, comprehensive commercial general liability, without limitation, including auto liability insurance) on an occurrence basis in an amount of at least one million dollars (\$1,000,000) per occurrence and an aggregate basis of at least five million dollars (\$5,000,000) for commercial general liability covering injuries to persons and property in or in connection with Consultant's provision of services at the Stores and \$5,000,000 per occurrence combined single limit for auto. Consultant shall name Merchant as an additional insured and loss payee under such policies, and upon execution of this Agreement provide Merchant with a certificate or certificates of insurance evidencing the insurance coverage required hereunder. In addition, Consultant shall maintain throughout the Sale Term workers compensation insurance compliant with all statutory requirements. Further, should Consultant employ or engage third parties to perform any of Consultant's undertakings with regard to this Agreement, Consultant will ensure that such third parties are covered by Consultant's insurance or maintain all of the same insurance as Consultant is required to maintain pursuant to this paragraph and name Merchant as an additional insured and loss payee under the policy for each such insurance.

**Section 9. Representations, Warranties, Covenants and Agreements**

(A) Merchant's Representations, Warranties, Covenants and Agreements.

Merchant warrants, represents, covenants and agrees that (a) Merchant is a company duly organized, validly existing and in good standing, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder (subject to any requisite approval in the Bankruptcy Case or in the CCAA Proceedings), and maintains its principal executive office at the address set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of Merchant and this Agreement constitutes a valid and binding obligation of Merchant enforceable against Merchant in accordance with its terms and conditions, and the consent of no other entity or person is required for Merchant to fully perform all of its obligations herein, (c) all ticketing of Merchandise at the Stores has been and will be done in accordance with Merchant's customary ticketing practices, and (d) all normal course hard markdowns on the Merchandise have been and will be, taken consistent with customary Merchant's practices.

(B) Consultant's Representations, Warranties, Covenants and Agreements.

Each party comprising Consultant respectively warrants, represents, covenants and agrees that (a) it is a company duly organized, validly existing and in good standing, with full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and maintains its principal executive office at the addresses set forth herein, (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of such Consultant party and this Agreement constitutes a valid and binding obligation of such Consultant party, enforceable against such Consultant party in accordance with its terms and conditions, and the consent of no other entity or person is required for such Consultant party to fully perform all of its obligations herein, (c) subject to Section 4(A) above, it shall comply with and act in accordance with any and all applicable local laws, rules, regulations, and other legal obligations of all governmental authorities in conducting the Sale, (d) no non-emergency repairs or maintenance in the Stores will be conducted without Merchant's prior written consent, (e) it will not take any disciplinary action against any employee of Merchant, (f) subject to the terms of the Approval Order, Consultant will comply with lease terms, obligations and restrictions for each Store while performing the services hereunder, and (g) it shall conduct the Sale in accordance with the terms of this Agreement and the Approval Order.

#### **Section 10. Furniture, Fixtures and Equipment**

Subject to evaluation by the parties on a case by case basis to determine what may be sold from each Store as provided below, Consultant shall sell the FF&E in the GOB Stores and, to the extent applicable, the Closing Stores. Merchant shall reimburse Consultant for Consultant's reasonable and documented out of pocket costs and expenses incurred by Consultant in connection with the sale of FF&E, which costs and expenses shall be incurred pursuant to a written budget or budgets to be established from time to time by mutual written agreement of the Parties (the "FF&E Budget"). Consultant shall have the right to abandon at the Stores any unsold FF&E, in a neat and orderly fashion. Unless otherwise agreed to by Merchant, the sale of the FF&E in each Store shall conclude no later than the Sale Termination Date for each Store.

Consultant shall be entitled to a commission equal to fifteen percent (15.0%) of the Gross FF&E Proceeds (as defined below) from the sale of the FF&E (the "FF&E Fee") for the Stores set forth on **Exhibit A**.

Notwithstanding the foregoing, Merchant may inform Consultant that it intends to remove certain fixtures from the Stores and such fixtures shall not be included in the FF&E. Prior to the commencement of the Sale, Merchant will provide a list of any such fixtures at each store location to Consultant and will remove such fixtures from the Stores as soon as practical before or during the Sale. Consultant will use commercially reasonable efforts to ensure that the designated fixtures remain in good condition throughout the Sale.

Consultant shall remit to Merchant all Gross FF&E Proceeds. For purposes of this Agreement, "Gross FF&E Proceeds" means gross receipts from the sale of FF&E, net only of applicable sales taxes. During each weekly reconciliation described above, Consultant's FF&E Fee (if any) shall be calculated, and Consultant's calculated FF&E Fee and all FF&E costs and expenses then incurred shall be paid within seven (7) days after each such weekly reconciliation.

#### **Section 11. Advertising, Promotions, Signwalkers and Signage**

Consultant shall obtain prior written approval from Merchant for any advertising, promotions, signwalkers, and signage, which shall not be unreasonably withheld, and except as provided otherwise in the Approval Order shall cooperate with Merchant to ensure reasonable compliance with provincial and local government regulations and Store lease agreements. All advertising shall comply with the Sale Guidelines attached as Exhibit "D". Advertising and signage shall be at the expense of Merchant as provided in **Exhibit B** or as otherwise agreed between the parties.

#### **Section 12. Termination**

The following shall constitute "Termination Events" hereunder:

- (a) Merchant's or Consultant's failure to perform any of their respective material obligations hereunder, which failure remains uncured for seven (7) days after receipt of written notice thereof to the defaulting Party;
- (b) Any representation or warranty made by Merchant or Consultant is untrue in any material respect as of the date made or at any time and throughout the Sale Term;
- (c) The Sale is terminated or materially interrupted or impaired for any reason other than an event of default by Consultant or Merchant;
- (d) The Approval Order is not issued on or before July 7, 2020, or the Approval Order is overturned on appeal, materially varied or set aside;
- (e) Any trustee, receiver, secured party or other third party acquires title, possession or control of all or substantially all of the Merchandise; or
- (f) An Order is entered in the Bankruptcy Case or granted in the CCAA Proceedings requiring the termination of this Agreement.

If a Termination Event occurs, the non-defaulting Party (in the case of an event of default) or either Party (if the Sale is otherwise terminated or materially interrupted or impaired) may, in its discretion, elect to terminate this Agreement by providing seven (7) business days' written notice thereof to the other Party and, in the case of an event of default, in addition to terminating this Agreement, pursue any and all rights and remedies and damages resulting from such default. If this Agreement is terminated, Merchant shall be obligated to pay Consultant all undisputed amounts due under this Agreement through and including the termination date. Merchant will be permitted to terminate this Agreement for any reason upon thirty (30) days' written notice to Consultant and, in such case, subject to the terms of the Approval Order, Consultant shall be paid its fee for selling Merchandise and FF&E through the date of such termination.

**Section 13. Notices**

All notices, certificates, approvals, and payments provided for herein shall be sent by fax or by recognized overnight delivery service as follows: (a) To Merchant: General Nutrition Centres Company, Box 997, 800-1959 Upper Water Street, Halifax, Nova Scotia, B3J 2X2 with a copy to General Nutrition Centers, Inc., Attention: Accounts Payable Dept, 300 Sixth Avenue, Pittsburgh, PA 15222; (b) to Consultant: Tiger Capital Group, 60 State Street, 11<sup>th</sup> Floor, Boston, MA 02109, Attn: Mark P. Naughton, with a copy to Great American Group, LLC, 21255 Burbank Blvd., Suite 400, Woodland Hills, CA 91367, Attn: Scott K. Carpenter and Marina Fineman; and (c) such other address as may be designated in writing by Merchant or Consultant. A copy of all notices provided hereunder shall be sent by fax or recognized overnight delivery service to the Information Officer: FTI Consulting Canada, 79, TD South Tower Toronto Dominion Centre Toronto ON CA M5K 1G8, Wellington St W suite 2010, Toronto, ON M5K 1B1 (Attention: Nigel Meakin).

**Section 14. Independent Consultant**

Consultant's relationship to Merchant is that of an independent contractor without the capacity to bind Merchant in any respect. No employer/employee, principal/agent, joint venture or other such relationship is created by this Agreement. Merchant shall have no control over the hours that Consultant or its employees or assistants or the Supervisors work or the means or manner in which the services that will be provided are performed and Consultant is not authorized to enter into any contracts or agreements on behalf of Merchant or to otherwise create any obligations of Merchant to third parties, unless authorized in writing to do so by Merchant.

**Section 15. Non-Assignment**



Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either Party without the prior written consent of the other Party. From and after the date of the Approval Order, any assignment shall also require the consent of the Information Officer. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any Party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns.

**Section 16. Severability**

If any term or provision of this Agreement, as applied to either Party or any circumstance, for any reason shall be declared by a court of competent jurisdiction to be invalid, illegal, unenforceable, inoperative or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the Parties, the Agreement may be terminated by mutual consent of the Parties.

**Section 17. Governing Law, Venue, Jurisdiction and Jury Waiver**

This Agreement, and its validity, construction and effect, shall be governed by and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to the conflicts of laws provisions therein). Merchant and Consultant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Consultant against Merchant or Merchant against Consultant on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Merchant and Consultant, any claim of injury or damage or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**Section 18. Security**

Consultant has implemented and shall operate at all times the technical and organizational security measures set forth on Exhibit C hereto.

**Section 19. Entire Agreement**

This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

**Section 20. Execution**

This Agreement may be executed simultaneously in counterparts (including by means of electronic mail, facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic mail, a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

**Section 21. Court Approval**

Concurrent with, or as soon as possible following, the commencement of the CCAA Proceedings, Merchant shall file a motion with the Court to approve this Agreement and utilize its commercially reasonable efforts to ensure that such motion is approved by an order substantially in the form attached hereto as **Exhibit E** (the “Approval Order”, and any interim and final orders obtained in the Bankruptcy Case in connection with the consulting services described herein and similar services, the “Interim Order” and the “Final Order”, respectively) that provides for, among other things, as follows: (i) approval of this Agreement; (ii) approves the payment of all fees and reimbursement of expenses hereunder to Consultant, free and clear of all liens, claims and encumbrances, on a weekly basis and otherwise in accordance with this Agreement; (iii) approval of the transaction contemplated hereby; (iv) authorizing the Sale and providing that any Sale conducted hereunder shall be free of all claims, liens and encumbrances that existed prior to or after such Court Order including any Charges created by any Order of the Court; in accordance with the Canadian Sale Guidelines attached as **Exhibit D**; (v) declaring that this Agreement shall not be rejected or disclaimed by Merchant, and that the obligations of Merchant hereunder shall not be compromised in any plan, and (vi) authorizing Merchant to take such further actions as are necessary or appropriate to carry out the terms and conditions of this Agreement. The Parties acknowledge that Court approval is required for Merchant to enter into and perform under this Agreement. In the event of such a filing, any legal action, suit or proceeding arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Court having jurisdiction over Merchant, and each Party hereby waives any defenses or objections based on lack of jurisdiction, improper venue, and/or forum non conveniens. From and after entry of the Approval Order, Consultant shall conduct the Sale in accordance with the terms of the applicable Orders granted in the Bankruptcy Case and in the CCAA Proceedings in all material respects.

**Section 22. Currency**

All references herein to money amounts are in Canadian currency, unless otherwise noted herein.

**Section 23. Authorized Consultant Party**

Tiger and GA have formed a joint venture, and, as such, share in the rights and liabilities of Consultant as set forth in this Agreement. Tiger is hereby designated as the lead and authorized party to deal directly with Merchant on behalf of Consultant and has the authority to contractually bind Consultant under this Agreement without having to obtain any express written concurrent approval(s) from GA. Tiger and GA will be jointly and severally liable for all acts, omissions, and obligations of Consultant hereunder.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Consultant and the Merchant hereby execute this Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

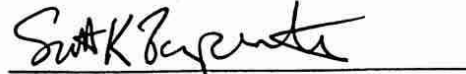
Tiger Asset Solutions Canada, ULC



By: Mark P. Neugarten

Title: Authorized Agent

GA Retail Canada ULC



By: SCOTT K. CARPENTER

Title: President, Managing Director

General Nutrition Centres Company

By:

Title:

IN WITNESS WHEREOF, the Consultant and the Merchant hereby execute this Agreement by their duly authorized representatives as a sealed instrument as of the day and year first written above.

Tiger Asset Solutions Canada, ULC

\_\_\_\_\_  
By:  
Title:

GA Retail Canada ULC

\_\_\_\_\_  
By:  
Its:

General Nutrition Centres Company

*Julia Solomon*  
\_\_\_\_\_  
By:  
Title:

**Exhibit A**  
**Store List**

<b>Loc Number</b>	<b>Location Name</b>	<b>Location Address</b>	<b>Location City</b>	<b>Location Province</b>
4297	Hillside Shopping Centre	1644 Hillside Avenue	Victoria	BC
4232	Robson Streetfront	1126 Robson Street	Vancouver	BC
4193	Guildford Town Center	10355 152 St	Surrey	BC
4243	Kelowna Mall	2271 Harvey Ave	Kelowna	BC
4038	Smart Centres Central @ G	1825-4720 McClelland Road	Richmond	BC
4016	Scotia Plaza	40 King St West Box 108	Toronto	ON
4043	Sunridge Mall	2525-36Th Street Ne	Calgary	AB
4065	Market Mall	3625 Shaganappi Trail	Calgary	AB
4239	Deerfoot Mall	#107 951 64 Av Ne	Calgary	AB
4188	Harvest Pointe Sc	5233 Ellerslie Rd Sw	Edmonton	AB
4048	Halifax Shopping Center	7001 Mumford Road	Halifax	NS
4124	Carrefour Angrignon	7077 Newman Boulevard	Lasalle	PQ
4022	St. Laurent S.C.	1200 St Laurent Blvd	Ottawa	ON
4028	Cornwall Square	1 Water Street East	Cornwall	ON
4059	Northgate Square	489 Albert Street North	Regina	SK
4184	Oshawa Centre	419 King Street West	Oshawa	ON
4050	Markville Town Centre	5000 Hwy 7 East	Markham	ON
4127	Stone Road Mall	435 Stone Road West	Guelph	ON
4117	Vaughan Mills	1 Bass Pro Mills Dr	Vaughan	ON
4201	Shoppes On Queen West	601 Queen Street West	Toronto	ON
4090	Argyle Mall	332 Clarke Road	London	ON
4174	Walker Place	4140 Walker Rd	Windsor	ON
4072	Driftwood Mall	2751 Cliffe Ave	Courtenay	BC
4235	Coquitlam Centre	2929 Barnet Highway	Coquitlam	BC
4278	Village Green Centre	4900 27Th Street	Vernon	BC
4504	Woodgrove Centre	6631 Island Highway N	Nanaimo	BC
4061	Londonderry Mall	137Th Ave & 66Th St	Edmonton	AB
4170	Erin Ridge Power Centre	935 St.Albert Trail	St Albert	AB
4180	Manning Town Centre	15733 37 Street	Edmonton	AB
4183	The Quarry	20 Quarry Street East	Cochrane	AB
4191	York Station	275 Broadway St E	Yorkton	SK
4286	Southlands Crossing	1991 Strachan Rd	Medicine Hat	AB
4503	Deerfoot Meadows	840-8180 11Th Street Se	Calgary	AB
4177	Avalon Mall	48 Kenmount Rd	St. Johns	NL
4131	Yarmouth Mall	76 Starrs Road	Yarmouth	NS
4052	Place D'Orleans	110 Place D'Orleans Dr	Ottawa	ON
4008	Southhill Shopping Centre	9325 Yonge Street	Richmond Hill	ON
4086	Bridgeport Plaza	13/14-94 Bridgeport Rd Ea	Waterloo	ON
4162	Gladstone Queen West Reta	4 Gladstone Ave	Toronto	ON
4171	Smartcentres Vaughan	3604 Major Mackenzie Dr	Vaughan	ON
4181	Shops At Don Mills	1090 Don Mills Rd	Toronto	ON
4186	North Park Sc	1405 Lawrence Ave W	Toronto	ON
4196	Shoppers World Danforth	3003 Danforth Ave	Toronto	ON
4204	Smartcentres St. Catharin	420 Vansickle Road	St. Catharines	ON
4248	Crossroads	2625B Weston Road	North York	ON

4256	Rio Centre Oakville	478 Dundas Street West	Oakville	ON
4506	Smart Centres Bradford	547 Holland St West	Bradford	ON
4150	Sudbury S Shopping Center	2408 Long Lake Rd	Sudbury	ON
4198	Collingwood Centre	99 Balsam Street	Collingwood	ON
4206	Smartcentres St. Thomas	1063 Talbot Street	St. Thomas	ON
4032	Lougheed Mall	9855 Austin Ave	Burnaby	BC
4084	Haney Place Mall	149-11900 Haney Pl	Maple Ridge	BC
4234	Tamarack Centre	1500 Cranbrook St N.#115	Cranbrook	BC
4280	Capilano Mall	935 Marine Dr	N. Vancouver	BC
4199	Tsawwassen Mills	5000 Canoe Pass Way	Tsawwassen	BC
4267	Bankers Hall	315 8Th Avenue Sw Ste 345	Calgary	AB
4039	St. Vital Center	130-1225 St Mary'S Rd	Winnipeg	MB
4054	Kildonan Place	1555 Regent Ave West	Winnipeg	MB
4066	Cornwall Mall	2102-11Th Ave	Regina	SK
4283	Southcentre Mall	100 Anderson Rd. S.E.	Calgary	AB
4207	Outlet Collection Winnipe	555 Sterling Lyon Parkway	Winnipeg	MB
4208	Premium Outlet Collection	#1 Outlet Collection Way	Edmonton Airport	AB
4067	Mayflower Mall	800 Grand Lake Road	Sydney	NS
4229	Regent Mall	1381 Regent Street	Fredericton	NB
4200	Colby Village	920 Cole Harbour Road	Dartmouth	NS
4159	Quartier Dix 30	8900 Blvd Leduc	Brossard	PQ
4192	Smartcentres Mascouche	117 Montee Masson	Mascouche	PQ
4179	Les Promenades Gatineau	1000 Blvd Maloney Quest	Gatineau	PQ
4185	Kemptville Colonnade Reta	304 Colonnade Dr	Kemptville	ON
4000	The Promenade Mall	1 Promenade Circle	Thorn Hill	ON
4017	Upper Canada Mall	17600 Yonge St	Newmarket	ON
4026	Burlington Mall	777 Guelph Line	Burlington	ON
4037	Eglinton Square S.C.	1431-1437 Victoria Park A	Toronto	ON
4075	Cloverdale Mall	250 The East Mall	Toronto	ON
4144	Georgetown Market Place	280 Guelph Street	Georgetown	ON
4189	Centerpoint Mall	6464 Younge St	Toronto	ON
4203	Yonge Sheppard Centre	4841 Yonge Street	Toronto	ON
4157	Riocan Marketplace	2181 Steele Ave West	Toronto	ON
4194	410 At Steeles	35 Resolution Dr	Brampton	ON
4287	Rio-Can Milton	1155 Maple Avenue	Milton	ON
4091	Heritage Place	1350 16Th Street East	Owen Sound	ON
4225	Lambton Mall	1380 London Road Unit33	Sarnia	ON
4263	White Oaks Mall	1105 Wellington Rd	London	ON
4270	Northgate Square	1500 Fisher St	North Bay	ON
4510	Station Mall	293 Bay Street	Sault Ste Marie	ON
4020	Intercity S/C	1000 Fort William Rd	Thunder Bay	ON
	Total: 86 Stores			

**Exhibit B**  
**Expense Budget**



<b>GNC - Canada Consultant's Expenses (\$ in USD)</b>
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**Advertisement**

Signs, Banners & Shipping	\$102,800
Signwalker Program	543,900

<b>Subtotal: Advertisement</b>	<b>\$646,700</b>
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<b>Supervision</b>	419,287
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<b>Miscellaneous</b>	30,000
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<b>Total Consultant Exp. (1) (2)</b>	<b>\$1,095,987</b>
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## Notes:

(1) Assumes an average of 14.0-week Sale starting Thu, 06/25.

(2) Budget reflects 82 GOB Stores and 4 Transfer locations.

Should the numbers and/or classifications of the Stores fluctuate from these amounts, Merchant and Consultant shall mutually agree to amend the Budget and Consultant Fees.

**Exhibit C**  
**Security Requirements**

## GNC Contract Security Exhibit

Consultant has implemented and shall operate at all times the following technical and organizational security measures to safeguard and monitor the confidentiality, integrity, and availability of GNC data; the systems that store, process or transmit GNC data; and the services provided to GNC.

1. A written information security policy and program based on an industry-recognized security framework such as NIST 800.53 or ISO 27001/27002. Consultant shall provide a copy of the written information security program they have implemented.
2. An ongoing security awareness program to educate and test personnel about confidentiality and information security at the time of hire and periodically thereafter. Training includes both general-purpose security awareness and job-specific security responsibilities and procedures.
3. Policies, controls, and procedures to control, limit and monitor physical access to facilities where GNC data is processed, systems that provide services to GNC are located, and personnel that provide services to GNC are employed.
4. Policies, controls, and procedures to safeguard and monitor the networks and systems that process GNC data or provide services to GNC. Consultant utilizes current versions of operating systems, applications, software, and hardware that are covered by manufacturer support.
5. Policies, controls, and procedures to prevent the loss or corruption of GNC data and to ensure the confidentiality and integrity of all integrations, system interconnections, and transmissions between Consultant and GNC.
6. Policies, controls, and procedures to manage the creation, use, periodic re-certification, revocation, and deletion of access credentials and to authenticate, authorize, and audit access to data, networks, systems, services, and other information assets.
7. Policies, controls, and procedures to document, review, approve, test, and implement changes to software, hardware, data, applications, and services.
8. Policies, controls, and procedures to create automated logs and audit trails of system operations, user activities, and security events; to review logs, reports, or alerts of security events for all system components to identify anomalies or suspicious activity in a timely manner; and to investigate and addresses security events identified through its monitoring practices.
9. Policies, controls, and procedures for asset management, record retention, and record destruction to identify, classify, and manage information assets, software, and systems. Consultant shall immediately and securely remove from its systems and media, and at GNC's option return or destroy, all data at the end of its agreement with GNC, upon GNC's request, or when the data is no longer required to provide services to GNC. Consultant shall provide suitable documentation and certification of the removal processes and results.
10. Policies, controls, and procedures for a secure System Development Life Cycle (SDLC) that involves security in product development and implementation, trains personnel in secure development and coding concepts and practices, and verifies that products meet security requirements prior to delivery. The secure SDLC incorporates leading practices for authentication, authorization, and access control; data validation, transmission, and storage; cryptography; session management; and error handling.

11. Policies, controls, and procedures to assess, report, manage, and address internal and third-party risk. Consultant operates a continuous vulnerability management program that includes periodic scanning and penetration tests of systems, services, and networks; application security tests; and the timely installation of all relevant vendor security patches. Consultant subscribes to relevant manufacturer and industry security advisory services. Consultant develops and executes timely risk treatment and remediation action plans.
12. Policies, controls, and procedures for computer security incident response. Consultant designates and trains an incident response team and performs periodic incident response exercises. In the event of an incident that affects the security of the Consultant or the Consultant's third party service providers, Consultant shall notify GNC within 24 hours. Consultant shall cooperate with GNC and GNC's authorized representatives in the design and execution of any public notice and communication regarding the security incident and its impacts. Consultant shall cooperate with GNC to address the incident and implement corrective action plans.
13. Consultant acknowledges and agrees that all data received from GNC is owned by GNC. Consultant shall use data solely for the purpose of providing services to, and solely for the benefit of, GNC. Consultant shall not disclose GNC data to third parties or affiliates without the express written consent of GNC. Consultant shall store regulated personally identifiable data and personal data received from and owned by GNC within the US and will not transmit, transfer, or replicate the data to any location outside of the United States.
14. Consultant shall only disclose or transfer GNC data to authorized third parties for the purpose of rendering services to GNC. Consultant shall maintain an inventory of third parties to which Consultant discloses or transfers GNC's data. Consultant will provide this inventory to GNC upon request. Consultant shall require of its third parties, and accept responsibility to ensure that its third parties shall have in place equivalent safeguards for the protection of GNC data and services as specified in Consultant's agreement with GNC.
15. If Consultant processes, transmits, accesses, or stores payment card data in rendering services to GNC, then Consultant (and related applicable third parties) shall meet the requirements for a PCI Service Provider and shall demonstrate ongoing PCI Data Security Standard and/or Payment Application Data Security Standard compliance as a Service Provider annually by furnishing to GNC its then-current authorized Attestation of Compliance developed by a certified, independent PCI Qualified Security Assessor.
16. If Consultant processes personal data of European Union data subjects as a data processor rendering services to GNC, then Consultant (and related applicable third parties) shall implement appropriate technical and organizational measures in such a manner that processing will meet the requirements of GDPR and ensure the protection of the rights of the data subject, execute a data protection agreement with GNC, assist GNC to fulfill GDPR data subject rights requests. Consultant shall make available to GNC all information necessary to demonstrate compliance with GDPR obligations.
17. Consultant shall comply with all applicable federal, state, and local statutes and regulations governing Consultant's use, transmission, storage, and destruction of data.
18. Consultant has disclosed any breach of security or unauthorized access or unauthorized use of its systems or services that occurred in the past 36 months. Consultant has described the response and remedies implemented to address the cause of any breach.

19. Consultant has provided current attestation of privacy and security trust principles such as an SSAE 16 SOC 2 report (or equivalent) from an independent registered public accountant (or equivalent) covering all locations and functions that store, process, transmit, or access GNC data and/or systems.
20. Upon reasonable notice, Consultant shall permit GNC, or a third-party provider acting on GNC's behalf, to conduct security vulnerability testing of the systems and/or software developed on behalf of GNC and/or used to render services to GNC. Consultant shall develop and implement timely corrective action plans to remediate defects and vulnerabilities noted during the testing.
21. Consultant shall reasonably cooperate with any investigation carried out by or on behalf of GNC relating to the security, integrity, confidentiality, availability, or accuracy of GNC data, including promptly providing information or material in its possession or control in support of such investigation, and making all necessary personnel available to respond to any questions or issues that may arise.
22. Consultant has executed GNC's non-disclosure agreement (or equivalent).

END OF DOCUMENT

Revised 8/7/2018

**Exhibit D**  
**Canadian Sale Guidelines**

## CANADIAN SALE GUIDELINES

The following procedures shall apply to the Sale to be conducted at the Stores of General Nutrition Centres Company (the "**Merchant**"). All terms not herein defined shall have the meaning set forth in the Consulting Agreement by and between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (collectively with their respective U.S. affiliates, the "**Consultant**") and the Merchant dated as of June 18, 2020 (the "**Consulting Agreement**").

1. Except as otherwise expressly set out herein, and subject to: (i) the orders granted or issued in the Merchant's bankruptcy case (the "**Bankruptcy Case**") in the United States of America under Chapter 11 of the United States Bankruptcy Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**") and the Merchant's ancillary proceedings (the "**CCAA Proceedings**") in Canada under Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") before the Ontario Superior Court of Justice (Commercial List) (individually, an "**Order**", and, collectively, the "**Orders**"); or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a "**Landlord**" and, collectively, the "**Landlords**") and approved by each of the Consultant and Information Officer in writing, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected Landlords are privy for each of the affected Stores (individually, a "**Lease**" and, collectively, the "**Leases**"). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remains open during its normal hours of operation provided for in its respective Lease until the respective Sale Termination Date for such Store. The Sale at the Stores shall end by no later than the Sale Termination Date. Rent payable under the respective Leases shall be paid in accordance with the terms of the Orders, as applicable.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as an "everything on sale", an "everything must go", a "store closing" or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a "bankruptcy", a "going out of business" or a "liquidation" sale it being understood that the French equivalent of "clearance" is "liquidation" and is permitted to be used). Forthwith upon written request from a Landlord, the Landlord's counsel, the Merchant or the Information Officer, the Consultant shall provide the proposed signage packages along with the proposed dimensions and number of signs (as approved by the Merchant pursuant to the Consulting Agreement) by e-mail to such Landlord(s) or to their counsel of record and the Information Officer. Where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow or handwritten signage (unless otherwise contained in the sign package, including "you pay" or "topper" signs). In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Stores with a separate entrance from the exterior of the enclosed mall, provided, however, that where such banners are not explicitly permitted by the applicable Lease and the Landlord requests in

writing that the banners are not to be used, no banners shall be used absent further Order of the Court. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant. If a Landlord is concerned with “store closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Consultant and the Landlord will discuss the Landlord’s concerns and work to resolve the dispute.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final”.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord, and no advertising trucks shall be used on a Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are materially in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the Merchant) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease. Any fixtures or personal property left in a Store after the Sale Termination Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.
10. Subject to the terms of paragraph 9 above, the Consultant may sell Offered FF&E which is located in the Stores during the Sale. The Merchant and the Consultant may advertise the sale of Offered FF&E consistent with these guidelines on the understanding that any applicable Landlord may require that such signs be placed in discreet locations acceptable to the applicable Landlord, acting reasonably. Additionally, the purchasers of any Offered FF&E sold during the Sale shall only be permitted to remove the Offered FF&E either through the back shipping areas designated by the applicable Landlord, or through other areas after regular store business hours, or through the front door of the Store during store business hours if the Offered FF&E can fit in a shopping bag, with applicable Landlord’s supervision



as required by the applicable Landlord. The Consultant shall repair any damage to the Stores resulting from the removal of any Offered FF&E by Consultant or by third party purchasers of Offered FF&E from Consultant.

11. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove Offered FF&E from the Stores. The Merchant will arrange a walk through with each Landlord that requests a walk through with the Consultant to identify the Offered FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Store to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or pursuant to the dispute resolution section of the Canadian Store Closing Procedures. If the Merchant has rejected the Lease governing such Store in accordance with the Bankruptcy Code, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for under the Bankruptcy Code), and the rejection of the Lease shall be without prejudice to the Merchant's or Consultant's claim to the FF&E in dispute.
12. If a rejection notice is delivered to a Landlord pursuant to the Bankruptcy Code while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of such rejection, the applicable Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Consultant 24 hours' prior written notice; and (b) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the applicable Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. The Merchant and the Consultant shall not conduct any auctions of Merchandise or Offered FF&E at any of the Stores.
15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for the Consultant shall be Daniel Richer who may be reached by phone at [416-865-4445](tel:416-865-4445) or email at [dricher@fasken.com](mailto:dricher@fasken.com). Contact persons for the Merchant and the Information Officer are set out in the Canadian Store Closing Procedures. If the parties are unable to resolve the dispute between themselves, the notice and dispute sections of the Canadian Store Closing Procedures shall be followed by the parties. For the duration of any such dispute, the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court; provided, for greater certainty, that if a banner has been hung in accordance with these Canadian Sale Guidelines and is thereafter the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of the dispute.
16. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.

17. These Canadian Sale Guidelines may be amended by written agreement between the Merchant, the Consultant and any applicable Landlord (provided that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court).

**Exhibit E**  
**Approval Order**



“**Consulting Agreement**”), and other related relief was heard this day by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the affidavit of ■ sworn June ■, 2020, and the Exhibits thereto, and the pre-filing report of FTI Consulting Canada Inc. in its capacity as proposed Information Officer dated June ■, 2020 (the “**Pre-Filing Report**”), and on hearing the submissions of counsel for the Foreign Representative and the other entities listed on Schedule “A” hereto (collectively, the “**Debtors**”), FTI Consulting Canada Inc. in its capacity as court-appointed Information Officer (the “**Information Officer**”), the Ad Hoc Group of Crossover Lenders, the Consultant, and no one appearing for any other person on the service list, although properly served as appears from the affidavit of ■ sworn ■ on ■, 2020.

### **Service**

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 any capitalized term used and not defined herein, shall have the meaning ascribed thereto in the Affidavit of ■ dated ■.

### **Recognition of Chapter 11 Store Closings Order**

3. THIS COURT ORDERS that the Chapter 11 Store Closings Order (as defined in the ■, and a copy of which is attached as Schedule “■” to this Order) of the United States Bankruptcy Court for the District of Delaware made in the bankruptcy cases commenced by the Debtors under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Case**”) is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to Section 49 of the CCAA, and, while this Order provides additional guidance in terms of dealing with Property (as defined below) in Canada, in the event of any conflict between the terms of the Chapter 11 Store Closings Order and this Order, the Chapter 11 Store Closings Order shall govern.

### **Approval of the Consulting Agreement**

4. THIS COURT ORDERS that the Consulting Agreement, including, without limitation, the Canadian Sale Guidelines attached thereto as **Schedule “A”** (the **“Canadian Sale Guidelines”**), and the transactions contemplated under the Consulting Agreement, are hereby approved with such minor amendments to the Consulting Agreement (but not the Canadian Sale Guidelines) as the Debtors, with the consent of the Information Officer, the Ad Hoc Group of Crossover Lenders, and the Consultant may deem necessary and agree to in writing. The Debtors, and each of them are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable to implement the Consulting Agreement, including, without limitation, the Canadian Sale Guidelines, and the transactions contemplated therein.

### **The Sale**

5. THIS COURT ORDERS that the Debtors, or any of them, with the assistance of the Consultant, are authorized and directed to conduct the Sale in accordance with the Chapter 11 Store Closings Order, this Order, the Canadian Store Closing Procedures, the Canadian Sale Guidelines and the Consulting Agreement and to advertise and promote the Sale within the Stores in Canada, all in accordance with the foregoing. If there is a conflict between the Chapter 11 Store Closings Order, the Canadian Store Closing Procedures, the Canadian Sale Guidelines and the Consulting Agreement, the order of priority of documents to resolve each conflict is as follows: (1) the Chapter 11 Store Closings Order; (2) this Order; (3) the Canadian Store Closing Procedures; (4) the Canadian Sale Guidelines; and (5) the Consulting Agreement.

6. THIS COURT ORDERS that the Debtors, with the assistance of the Consultant, are authorized to market and sell the Merchandise and, subject to the Canadian Sale Guidelines, the Offered FF&E, free and clear of all liens, claims, encumbrances, security interests, hypothecs, prior claims, mortgages, charges, trusts, deemed trusts, executions, levies, financial, monetary or other claims, whether or not such claims have attached or been perfected, registered or filed and whether secured, unsecured, quantified or unquantified, contingent or otherwise, whensoever and howsoever arising, and whether such claims arose or came into existence prior to the date of this Order or arise or come into existence following the date of this Order (in each case, whether

contractual, statutory, arising by operation of law, in equity or otherwise) (all of the foregoing, collectively “**Claims**”), including, without limiting the generality of the foregoing: (a) any encumbrances or charges created by the the Supplemental Order dated ■, 2020, each made in the within proceedings, and any other charges hereinafter granted by this Court in the within proceedings; and (b) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”), which Claims will attach instead to the proceeds received from the Merchandise and the Offered FF&E, other than amounts due and payable to the Consultant pursuant to the Consulting Agreement, in the same order and priority as the Claims existed as at the date hereof.

7. THIS COURT ORDERS that, subject to the terms of the Chapter 11 Store Closings Order, this Order, the Canadian Store Closing Procedures and the Canadian Sale Guidelines, the Consultant shall have the right to use the Stores in Canada and all related store services, furniture, trade fixtures and equipment, including the FF&E, located at the Stores in Canada, and other assets of the Debtors as designated under the Consulting Agreement for the purpose of conducting the Sale, and for such purposes, the Consultant shall be entitled to the benefit of the stay of proceedings provided for in the Initial Recognition Order, as applicable and as such stay may be extended from time to time.

8. THIS COURT ORDERS that until the Sale Termination Date which, for greater certainty, shall be the earlier of September 30, 2020, and the effective date of a lease rejection in the Bankruptcy Case, the Consultant shall have access to the Stores in Canada in accordance with the applicable leases and the Canadian Store Closing Procedures and the Canadian Sale Guidelines on the basis that the Consultant is assisting the Debtors and the Debtors have granted the right of access to the applicable Store to the Consultant. To the extent that the terms of the applicable leases are in conflict with any term of the the Chapter 11 Store Closings Order, this Order, the Canadian Store Closing Procedures or the Canadian Sale Guidelines, the terms of the Chapter 11 Store Closings Order, this Order, the Canadian Store Closing Procedures and the Sale Guidelines shall govern.

9. THIS COURT ORDERS that nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of the leases for the Stores in Canada. Nothing contained in this Order, the Canadian Store Closing Procedures or the Canadian Sale Guidelines shall be construed to create or impose upon the Debtors or the Consultant any additional restrictions not contained in the applicable lease.

10. THIS COURT ORDERS that nothing herein is, or shall be deemed to be, a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.

11. THIS COURT ORDERS that until the Sale Termination Date, the Consultant shall have the right to use, without interference by any intellectual property licensor, the trademarks of the Debtors, or any of them, trade names and logos, customer/marketing lists, website and social media accounts as well as all licenses and rights granted to the Debtors, or any of them, to use the trade names, and logos of third parties, relating to and used in connection with the operation of the Stores in Canada solely for the purpose of advertising and conducting the Sale in accordance with the terms of the Chapter 11 Store Closings Order , this Order, the Canadian Store Closing Procedures, the Canadian Sale Guidelines and the Consulting Agreement.

### **Consultant Liability**

12. THIS COURT ORDERS that the Consultant shall act solely as an independent consultant to the Debtors and that it shall not be liable for any claims against the Debtors, or any of them, other than as expressly provided for in the Chapter 11 Store Closings Order, Consulting Agreement, the Canadian Sale Guidelines and the Canadian Store Closing Procedures, and more specifically:

- (a) the Consultant shall not be deemed to be an owner or in possession, care, control or management of the Stores in Canada or the assets located therein or associated therewith or of the employees of the Debtors, or any of them, located at the Stores in Canada or any other property of the Debtors, or any of them;
- (b) the Consultant shall not be deemed to be an employer, or a joint or successor employer or a related or common employer or payor within the meaning of any



legislation governing employment or labour standards or pension benefits or health and safety or other statute, regulation or rule of law or equity for any purpose whatsoever, and shall not incur any successorship liabilities whatsoever; and

- (c) the Debtors shall bear all responsibility for any liability whatsoever (including without limitation losses, costs, damages, fines, or awards) relating to claims of customers, employees and any other persons arising from events and closings occurring at the Stores in Canada during and after the term of the Consulting Agreement, except to the extent that such claims are the result of events or circumstances caused or contributed to by the gross negligence or wilful misconduct of the Consultant, its employees, agents or other representatives, or otherwise in accordance with the Consulting Agreement.

#### **Consultant as Unaffected Creditor**

13. THIS COURT ORDERS that, subject only to paragraph 7 of this Order, the Consultant shall not be affected by the stay of proceedings in respect of the Debtors, or any of them, and shall be entitled to exercise its remedies under the Consulting Agreement in respect of claims of the Consultant pursuant to the Consulting Agreement (collectively, the “**Consultant’s Claims**”).

14. THIS COURT ORDERS that notwithstanding the terms of any order issued by this Court in the within proceedings, the Debtors, or any of them, shall not be entitled to repudiate, disclaim or resiliate the Consulting Agreement or any of the agreements, contracts or arrangements in relation thereto entered into with the Consultant.

15. THIS COURT ORDERS that the Debtors, or any of them, are hereby authorized and directed to remit, in accordance with the Consulting Agreement, or any other agreement contract or arrangement in relation thereto, all amounts that become due to the Consultant thereunder.

16. THIS COURT ORDERS that subject to any order made in the Bankruptcy Case, no Claims shall attach to any amounts payable by the Debtors, or any of them, to the Consultant pursuant to the Consulting Agreement, including any amounts that must be reimbursed by the Debtors, or any of them, to the Consultant, and the Debtors, or any of them, shall pay any such

amounts to the Consultant free and clear of all Claims, notwithstanding any enforcement or other process, all in accordance with the Consulting Agreement.

17. THIS COURT ORDERS that notwithstanding (a) the pendency of these proceedings; (b) any application for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), in respect of the Debtors, or any of them, or any bankruptcy order made pursuant to any such applications; (c) any assignment in bankruptcy made in respect of the Debtors, or any of them; (d) the provisions of any federal or provincial statute; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of encumbrances, contained in any existing loan documents, lease, mortgage, security agreement, debenture, sublease, offer to lease or other document or agreement (each, an “**Agreement**”) that binds the Debtors, or any of them, the Consulting Agreement, including, without limitation, the Canadian Sale Guidelines attached thereto as **Schedule “A”** (the “**Canadian Sale Guidelines**”), and the transactions contemplated thereby, including, without limitation, the payment of amounts due to the Consultant, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors, or any of them, and shall not be void or voidable by any Person (as defined in the BIA), including any creditor of the Debtors, nor shall they, or any of them, constitute or be deemed to be a preference, fraudulent conveyance, transfer at undervalue or other challengeable reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

18. THIS COURT ORDERS that notwithstanding (a) the pendency of these proceedings; (b) any application for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Debtors, or any of them, or any bankruptcy order made pursuant to any such applications; (c) any assignment in bankruptcy made in respect of the Debtors, or any of them; (d) the provisions of any federal or provincial statute; or (e) any Agreement that binds the Debtors, or any of them, any obligation to clean up or repair any of the leased premises contained in this Order, the Canadian Store Closing Procedures or the Canadian Sale Guidelines, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors, or any of them, and shall not be void or voidable by any Person (as defined in the BIA), including any creditor of the Debtors, or any of them, nor shall they, or any of them, constitute or be deemed to be a

preference, fraudulent conveyance, transfer at undervalue or other challengeable reviewable transaction, under the BIA or any applicable law, nor shall they constitute oppressive or unfairly prejudicial conduct under any applicable law.

**General**

19. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

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**Schedule "A"**

**List of Debtors**

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 Associated, Ltd.

GNC Canada Holdings, Inc.

GNC Government Services, LLC

GNC Puerto Rico Holdings, Inc.

GNC Puerto Rico, LLC

**Schedule “B”**

**Canadian Sale Guidelines**

## CANADIAN SALE GUIDELINES

The following procedures shall apply to the Sale to be conducted at the Stores of General Nutrition Centres Company (the “**Merchant**”). All terms not herein defined shall have the meaning set forth in the Consulting Agreement by and between a joint venture comprised of Tiger Asset Solutions Canada, ULC and GA Retail Canada ULC (collectively with their respective U.S. affiliates, the “**Consultant**”) and the Merchant dated as of June 18, 2020 (the “**Consulting Agreement**”).

1. Except as otherwise expressly set out herein, and subject to: (i) the orders granted or issued in the Merchant’s bankruptcy case (the “**Bankruptcy Case**”) in the United States of America under Chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Court**”) and the Merchant’s ancillary proceedings (the “**CCAA Proceedings**”) in Canada under Part IV of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (individually, an “**Order**”, and, collectively, the “**Orders**”); or (ii) any subsequent written agreement between the Merchant and the applicable landlord(s) (individually, a “**Landlord**” and, collectively, the “**Landlords**”) and approved by each of the Consultant and Information Officer in writing, or (iii) as otherwise set forth herein, the Sale shall be conducted in accordance with the terms of the applicable leases/or other occupancy agreements to which the affected Landlords are privy for each of the affected Stores (individually, a “**Lease**” and, collectively, the “**Leases**”). However, nothing contained herein shall be construed to create or impose upon the Merchant or the Consultant any additional restrictions not contained in the applicable Lease or other occupancy agreement.
2. The Sale shall be conducted so that each of the Stores remains open during its normal hours of operation provided for in its respective Lease until the respective Sale Termination Date for such Store. The Sale at the Stores shall end by no later than the Sale Termination Date. Rent payable under the respective Leases shall be paid in accordance with the terms of the Orders, as applicable.
3. The Sale shall be conducted in accordance with applicable federal, provincial and municipal laws and regulations, unless otherwise set out herein or otherwise ordered by the Court.
4. All display and hanging signs used by the Consultant in connection with the Sale shall be professionally produced and all hanging signs shall be hung in a professional manner. Notwithstanding anything to the contrary contained in the Leases, the Consultant may advertise the Sale at the Stores as an “everything on sale”, an “everything must go”, a “store closing” or similar theme sale at the Stores (provided however that no signs shall advertise the Sale as a “bankruptcy”, a “going out of business” or a “liquidation” sale it being understood that the French equivalent of “clearance” is “liquidation” and is permitted to be used). Forthwith upon written request from a Landlord, the Landlord’s counsel, the Merchant or the Information Officer, the Consultant shall provide the proposed signage packages along with the proposed dimensions and number of signs (as approved by the Merchant pursuant to the Consulting Agreement) by e-mail to such Landlord(s) or to their counsel of record and the Information Officer. Where the provisions of the Lease conflict with these Canadian Sale Guidelines, these Canadian Sale Guidelines shall govern. The Consultant shall not use neon or day-glow or handwritten signage (unless otherwise

contained in the sign package, including “you pay” or “topper” signs). In addition, the Consultant shall be permitted to utilize exterior banners/signs at stand alone or strip mall Stores or enclosed mall Stores with a separate entrance from the exterior of the enclosed mall, provided, however, that where such banners are not explicitly permitted by the applicable Lease and the Landlord requests in writing that the banners are not to be used, no banners shall be used absent further Order of the Court. Any banners used shall be located or hung so as to make clear that the Sale is being conducted only at the affected Store and shall not be wider than the premises occupied by the affected Store. All exterior banners shall be professionally hung and to the extent that there is any damage to the façade of the premises of a Store as a result of the hanging or removal of the exterior banner, such damage shall be professionally repaired at the expense of the Consultant. If a Landlord is concerned with “store closing” signs being placed in the front window of a Store or with the number or size of the signs in the front window, the Consultant and the Landlord will discuss the Landlord’s concerns and work to resolve the dispute.

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final”.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord, and no advertising trucks shall be used on a Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are materially in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the Merchant) may be removed without the applicable Landlord's written consent unless otherwise provided by the applicable Lease. Any fixtures or personal property left in a Store after the Sale Termination Date in respect of which the applicable Lease has been disclaimed by the Merchant shall be deemed abandoned, with the applicable Landlord having the right to dispose of the same as the Landlord chooses, without any liability whatsoever on the part of the Landlord.
10. Subject to the terms of paragraph 9 above, the Consultant may sell Offered FF&E which is located in the Stores during the Sale. The Merchant and the Consultant may advertise

the sale of Offered FF&E consistent with these guidelines on the understanding that any applicable Landlord may require that such signs be placed in discreet locations acceptable to the applicable Landlord, acting reasonably. Additionally, the purchasers of any Offered FF&E sold during the Sale shall only be permitted to remove the Offered FF&E either through the back shipping areas designated by the applicable Landlord, or through other areas after regular store business hours, or through the front door of the Store during store business hours if the Offered FF&E can fit in a shopping bag, with applicable Landlord's supervision as required by the applicable Landlord. The Consultant shall repair any damage to the Stores resulting from the removal of any Offered FF&E by Consultant or by third party purchasers of Offered FF&E from Consultant.

11. The Merchant hereby provides notice to the Landlords of the Merchant and the Consultant's intention to sell and remove Offered FF&E from the Stores. The Merchant will arrange a walk through with each Landlord that requests a walk through with the Consultant to identify the Offered FF&E subject to the sale. The relevant Landlord shall be entitled to have a representative present in the Store to observe such removal. If the Landlord disputes the Consultant's entitlement to sell or remove any FF&E under the provisions of the Lease, such FF&E shall remain on the premises and shall be dealt with as agreed between the Merchant, the Consultant and such Landlord, or pursuant to the dispute resolution section of the Canadian Store Closing Procedures. If the Merchant has rejected the Lease governing such Store in accordance with the Bankruptcy Code, it shall not be required to pay rent under such Lease pending resolution of any such dispute (other than rent payable for the notice period provided for under the Bankruptcy Code), and the rejection of the Lease shall be without prejudice to the Merchant's or Consultant's claim to the FF&E in dispute.
12. If a rejection notice is delivered to a Landlord pursuant to the Bankruptcy Code while the Sale is ongoing and the Store in question has not yet been vacated, then: (a) during the notice period prior to the effective time of such rejection, the applicable Landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Merchant and the Consultant 24 hours' prior written notice; and (b) at the effective time of the rejection, the relevant Landlord shall be entitled to take possession of any such Store without waiver of or prejudice to any claims or rights such Landlord may have against the Merchant in respect of such Lease or Store, provided that nothing herein shall relieve such Landlord of its obligation to mitigate any damages claimed in connection therewith.
13. The Consultant and its agents and representatives shall have the same access rights to the Stores as the Merchant under the terms of the applicable Lease, and the applicable Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).
14. The Merchant and the Consultant shall not conduct any auctions of Merchandise or Offered FF&E at any of the Stores.
15. The Consultant shall designate a party to be contacted by the Landlords should a dispute arise concerning the conduct of the Sale. The initial contact person for the Consultant shall be Daniel Richer who may be reached by phone at 416-865-4445 or email at [dricher@fasken.com](mailto:dricher@fasken.com). Contact persons for the Merchant and the Information Officer are set out in the Canadian Store Closing Procedures. If the parties are unable to resolve the dispute between themselves, the notice and dispute sections of the Canadian Store



Closing Procedures shall be followed by the parties. For the duration of any such dispute, the Consultant shall cease all activity in dispute other than activity expressly permitted herein, pending the determination of the matter by the Court; provided, for greater certainty, that if a banner has been hung in accordance with these Canadian Sale Guidelines and is thereafter the subject of a dispute, the Consultant shall not be required to take any such banner down pending determination of the dispute.

16. Nothing herein is, or shall be deemed to be a consent by any Landlord to the sale, assignment or transfer of any Lease, or to grant to the Landlord any greater rights than already exist under the terms of any applicable Lease.
17. These Canadian Sale Guidelines may be amended by written agreement between the Merchant, the Consultant and any applicable Landlord (provided that such amended Canadian Sale Guidelines shall not affect or bind any other Landlord not privy thereto without further Order of the Court).

Court File No.

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. 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

**CONSULTING AGREEMENT APPROVAL  
ORDER**

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Lawyers for the Applicant

**Schedule I**

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

	)	
In re:	)	Chapter 11
	)	
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 9 & 122

**FINAL ORDER  
AUTHORIZING PAYMENT OF PREPETITION TAXES AND FEES**

Upon the motion [Docket No. 9] (the “*Motion*”)<sup>2</sup> of the Debtors for a final order authorizing the Debtors, to pay any prepetition Taxes and Fees owing to the Taxing Authorities (this “*Final Order*”); and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on June 25, 2020 [Docket No. 122]; 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 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

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<sup>1</sup> 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.

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

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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all 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 on a final basis as set forth herein.
2. The Debtors are authorized to pay all Taxes and Fees owing to the Taxing Authorities in the ordinary course of their business, as and when due, up to an aggregate amount of \$10,280,000, inclusive of amounts paid pursuant to the Interim Order, or such higher amount as may be set forth in any budget governing postpetition financing or the use of cash collateral, on account of prepetition Taxes and Fees without further order of this Court.
3. The Debtors may seek additional relief from this Court in the future in the event that the Debtors subsequently determine that additional prepetition Taxes and Fees are owed by the Debtors.
4. The Debtors rights to contest the amounts of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to tax audits that have been completed, are in progress, or arise from prepetition periods.
5. Nothing in the Motion or this Final Order shall be construed as impairing the Debtors’ right to contest the validity, amount, or priority of any Taxes and Fees allegedly due or

owing to any Taxing Authorities, or any claim or lien against the Debtors and all of the Debtors' rights with respect thereto are hereby reserved.

6. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the Taxes and Fees, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

7. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

8. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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.

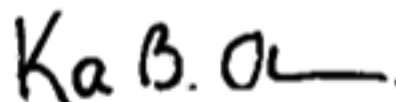
9. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order shall be deemed an admission as to the validity of any underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

10. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

11. 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 Final Order.

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

**Dated: July 20th, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule J**

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

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In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 10 & 123

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**FINAL ORDER**

**(A) PROHIBITING UTILITY COMPANIES FROM ALTERING OR  
DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES,  
(B) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT,  
(C) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS BY UTILITY  
COMPANIES FOR ADDITIONAL ASSURANCE OF PAYMENT, AND (D)  
AUTHORIZING PAYMENT OF ANY PREPETITION SERVICE FEES**

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Upon the motion [Docket No. 10] (the “*Motion*”)<sup>2</sup> of the Debtors for entry of a Final Order, (a) prohibiting the Debtors’ Utility Companies from altering, refusing, discontinuing service or discriminating against the Debtors, (b) approving the Adequate Assurance Deposit as adequate assurance of postpetition payment to the Utility Companies, (c) establishing procedures for resolving any subsequent requests by the Utility Companies for additional assurance of payment, and (d) authorizing payment of any prepetition Service Fees; and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on June 25, 2020 [Docket No. 123]; and this Court having determined that the relief requested in the Motion is in the best

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<sup>1</sup> 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.

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

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 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 a hearing having been held to consider the relief requested in the Motion (the “*Final Hearing*”); and upon the First Day Declaration and the record of the Final Hearing and all 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 on a final basis, as set forth herein.
2. The hearing as to the Motion is CONTINUED with respect to the *Objection of Certain Utility Companies to the Motion of Debtors for Orders (A) Prohibiting Utility Companies from Altering or Discontinuing Service on Account of Prepetition Invoices, (B) Approving Deposit as Adequate Assurance of Payment, (C) Establishing Procedures for Resolving Requests by Utility Companies for Additional Assurance of Payment, and (D) Authorizing Payment of Any Prepetition Service Fees* [Docket No. 338] (the “*Utility Objection*” and the Utility Companies who filed such objection, the “*Objecting Utilities*”). The Objecting Utilities will continue to be bound by the Interim Order until the earlier of (a) an agreement is reached between the Debtors (after consultation with counsel to the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term



Lender Group) and the Objecting Utilities or (b) a further order of the Court is entered with respect to the Utility Objection. The Debtors and the Objecting Utilities may agree to resolve the Utility Objection without further order of the Court. If the Debtors and the Objecting Utilities are unable to resolve the Utility Objection, they will request that the Utility Objection be heard at the hearing currently scheduled before the Court on August 19, 2020 at 1:00 p.m. prevailing Eastern Time (subject further continuation as may be agreed between the Debtors and the Objecting Utilities).

3. Absent further order of this Court, the Utility Companies, including any subsequently-added Utility Companies, are hereby prohibited from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases, or requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Additional Assurance Procedures contained herein.

4. To the extent not already deposited pursuant to the Interim Order, the Debtors shall deposit a total of \$947,000 (the “*Adequate Assurance Deposit*”) into an existing, segregated, interest-bearing account at JPMorgan Chase Bank, N.A. in the name of Debtor GNC Holdings, Inc. with last four digits 7167,<sup>3</sup> upon entry of this Final Order; *provided, however*, that the liens of the agent for the Debtors’ postpetition financing facility shall extend to the Debtors’ and their estates’ reversionary interest in the Adequate Assurance Deposit. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtors after the Petition Date and through the pendency of these cases.

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<sup>3</sup> More information on the Debtors’ bank accounts and cash management system are set forth in the *Motion of Debtors for Orders (A) Authorizing Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Authorizing Continuation of Existing Deposit Practices, (C) Authorizing Continuation of Intercompany Transactions, and (D) Granting Administrative Claim Status to Postpetition Intercompany Claims*.

The amount of the Adequate Assurance Deposit will remain \$947,000 throughout the Chapter 11 Cases (*i.e.*, the amount will not be recalculated), unless otherwise adjusted as provided for herein. The Debtors shall maintain the Adequate Assurance Deposit until the earlier of the Court's entry of an order authorizing the return of the Adequate Assurance Deposit to the Debtors or the effective date of a plan of reorganization for the Debtors (at which time the funds comprising the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the Debtors or reorganized Debtors, as applicable).

5. The Debtors are authorized, but not directed to pay prepetition Service Fees (to the extent not already paid pursuant to the Interim Order) to the Payment Processor in an amount not to exceed \$2,915 and to continue to pay postpetition Service Fees in the ordinary course of business.

6. The following procedures (the "***Additional Assurance Procedures***") are hereby approved with respect to all Utility Companies, including all subsequently added Utility Companies:

- (a) Except as provided by the Additional Assurance Procedures, the Utility Companies are forbidden to (i) alter, refuse, or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or any objections to the Debtors' Adequate Assurance Deposit, or due to the commencement of the Chapter 11 Cases or (ii) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the establishment of the Adequate Assurance Deposit.
- (b) The Debtors shall serve on the Utility Companies copies of this Final Order within forty-eight (48) hours after the entry hereof.
- (c) In the event that a Utility Company asserts that the Adequate Assurance Deposit is not adequate assurance of payment as contemplated by section 366(c)(2) of the Bankruptcy Code, that Utility Company shall serve a written request (an "***Additional Assurance Request***") for adequate assurance in addition to or in lieu of its rights in the Adequate Assurance

Deposit. All Additional Assurance Requests shall be delivered by mail and email (where available) to each Utility Notice Party.<sup>4</sup>

- (d) Any Additional Assurance Request must (i) set forth the location(s) for which Utility Services are provided, (ii) set forth the account number(s) for which Utility Services are provided, (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposit(s), (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of payment and (v) provide a facsimile number and an email address to which the Debtors may respond to the Additional Assurance Request.
- (e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall promptly negotiate with the Utility Company to resolve the Additional Assurance Request.
- (f) Without further order of the Court or notice to the Court and after consultation with counsel to the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term Lender Group, the Debtors may resolve an Additional Assurance Request by entering into agreements granting additional assurance to the requesting Utility Company if the Debtors agree to alternative provisions with the Utility Company; *provided, however*, that the Debtors shall maintain a summary record of such agreements and their respective terms, to be made available, on request, to (i) counsel to the agent for the Debtors' postpetition financing facility, (ii) counsel to any statutory committee appointed in these Chapter 11 Cases, (iii) counsel to any stalking

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<sup>4</sup> The "**Utility Notice Parties**" are: (a) GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn: Cam Lawrence (email: cam-lawrence@gnc-hq.com); (b) proposed co-counsel to the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett V. Newman (email: caroline.reckler@lw.com, asif.attarwala@lw.com, and brett.newman@lw.com); and (c) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Joseph Mulvihill and Jared Kochenash (email: jmulvihill@ycst.com and jkochenash@ycst.com); (d) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-134, Attn: Robert J. Dehney (rdehney@mnat.com); (e) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (f) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases, (i) Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Jeffrey Cohen and Lindsay H. Sklar (email: jcohen@lowenstein.com and lsklar@lowenstein.com) and One Lowenstein Drive, Roseland, New Jersey 07068, Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree, and Colleen M. Maker (emails: metkin@lowenstein.com, msavetsky@lowenstein.com, nufulfree@lowenstein.com, and cmaker@lowenstein.com) and (ii) Bayard P.A. 600 N. King Street, Suite 400, Wilmington, Delaware 19801, Attn: Scott Cousins, Erin R. Fay, and Gregory J. Flasser (emails: scousins@bayardlaw.com, efay@bayardlaw.com, and gflasser@bayardlaw.com) (each, a "**Utility Notice Party**").

horse bidder approved by this Court in connection with a sale of the Debtors' assets, and (iv) the U.S. Trustee.

- (g) If the Debtors are not able to reach a resolution with the Utility Company within ten (10) days of the Debtors' receipt of an Additional Assurance Request (or such later date as agreed to by the Debtors and the requesting Utility Company), the Debtors shall request a hearing (the "***Determination Hearing***") before this Court to determine the adequacy of assurance of payment with respect to the particular Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code.
- (h) The Determination Hearing shall be an evidentiary hearing at which the Court shall determine whether the Adequate Assurance Deposit and the additional assurance of payment requested by the Utility Company should be modified pursuant to section 366(c)(3)(A) of the Bankruptcy Code. Pending resolution of any Additional Adequate Assurance Request, the Utility Company making such request shall be prohibited from altering, refusing, or discontinuing service to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection to the adequacy of the Additional Adequate Assurance Procedures.
- (i) Any Utility Company that does not serve an Additional Assurance Request in accordance with the Additional Assurance Procedures shall be deemed to have received adequate assurance of payment that is satisfactory to the Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code.
- (j) All Utility Companies, including subsequently added Utility Companies, shall be prohibited from altering, refusing or discontinuing Utility Services to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, absent further order of this Court.

7. The Debtors are authorized to amend **Exhibit C** attached to the Motion to add or delete any Utility Company, and this Final Order shall apply in all respects to any Utility Company that is subsequently added to **Exhibit C** to the Motion. For those Utility Companies that are subsequently added to **Exhibit C**, the Debtors shall serve a copy of the Motion and this Final Order on the Utility Company, along with an amended **Exhibit C** that includes the Utility Company. The Debtors shall increase the amount of the Adequate Assurance Deposit in the event an additional Utility Company is added to the Utility Company List by an amount equal to fifty

percent of the estimated average monthly cost of such Utility Services based on historical averages over the preceding twelve months. Any such subsequently-added Utility Company or Additional Assurance Request shall otherwise be subject in all respects to the Additional Assurance Procedures.

8. The Debtors may amend the Utility Company List to delete a Utility Company, or may seek to terminate a Utility Company, only if the Debtors have provided fourteen days' advance notice to such Utility Company, and have not received any objection from such Utility Company. If an objection is received, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Company may agree. The Debtors shall not deduct from the Adequate Assurance Deposit the amount set aside for any Utility Company that the Debtors seek to terminate or delete from the Utility Company List unless and until the fourteen days' notice period has passed and the Debtors have not received any objection to termination or deletion from such Utility Company, or until any such objection has been resolved consensually or by order of the Court.

9. The Additional Adequate Assurance Procedures, the Adequate Assurance Deposit, and the Debtors' ability to pay for future Utility Services in the ordinary course of business constitute adequate assurance of future payment to the Utility Companies to satisfy the requirements of section 366 of the Bankruptcy Code.

10. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts

relating to the Taxes and Fees, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

11. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

12. Nothing in the Motion or this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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. Notwithstanding anything to the contrary herein, nothing in this Final Order affects the rights and obligations of the Debtors and their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

13. Notwithstanding anything to the contrary in the Motion or this Final Order, any payment made or authorization hereunder shall be subject to the applicable budget and/or cash collateral authorization requirements imposed on the Debtors under any order(s) of the Court

authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing facilities.

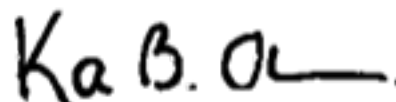
14. Neither the provisions contained herein, nor any actions or payments made by the Debtors pursuant to this Final Order shall be deemed an admission as to the validity of any underlying obligation or a waiver of any rights the Debtors may have to dispute such obligation on any ground that applicable law permits.

15. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

16. 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 Final Order.

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

**Dated: July 21st, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**Schedule K**

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

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In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 15 & 130

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**FINAL ORDER (A) AUTHORIZING  
PAYMENT OF CERTAIN PREPETITION WORKFORCE  
OBLIGATIONS, (B) AUTHORIZING CONTINUANCE OF WORKFORCE  
PROGRAMS, (C) AUTHORIZING PAYMENT OF WITHHOLDING AND PAYROLL-  
RELATED TAXES, AND (D) AUTHORIZING PAYMENT OF PREPETITION CLAIMS  
OWING TO WORKFORCE PROGRAM ADMINISTRATORS OR PROVIDERS**

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Upon the motion [Docket No. 15] (the “*Motion*”)<sup>2</sup> of the Debtors for an order, (this “*Final Order*”) (a) authorizing, but not directing, the Debtors, in their discretion, to pay, continue, or otherwise honor their prepetition Workforce Obligations; (b) confirming the Debtors’ authority to continue each of the Workforce Programs in the ordinary course of business; (c) authorizing the Debtors to pay any and all local, state, and federal withholding and payroll-related or similar taxes and other Deductions relating to the Workforce Obligations; and (d) authorizing the Debtors, in their discretion, to pay any prepetition claims owing to the Administrators in the ordinary course

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<sup>1</sup> 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.

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



of business; and this Court having reviewed the Motion, the First Day Declaration, and the Interim Order entered on June 25, 2020 [Docket No. 130]; 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 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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all 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, on a final basis as set forth herein.
2. Aggregate payments authorized by this Final Order shall not exceed \$23,931,283 in an aggregate final amount, inclusive of amounts paid pursuant to the Interim Order, or such higher amount as may be set forth in any budget governing postpetition financing or the use of cash collateral.
3. Subject to the requirements of sections 507(a)(4) and (a)(5) of the Bankruptcy Code, the Debtors are authorized, but not directed, to pay or otherwise honor their prepetition Workforce Obligations to, or for the benefit of, the Workforce under the Workforce Programs,

provided that the Debtors are authorized to pay one Employee the aggregate amount of \$15,371, which amount is on account of prepetition Wage Obligations (to the extent not already paid pursuant to the Interim Order), and to continue paying Wage Obligations owed to such Employee in the ordinary course of business postpetition. For the avoidance of doubt, the Debtors are authorized but not directed to pay any prepetition obligations (including, but not limited to, all premiums (including insurance premiums and audit premiums), deductibles, funded deductibles, expenses, assessments, surcharges, service fees and all other amounts (including any collateral)) arising under or in connection with the U.S. Workers' Compensation Policies.<sup>3</sup>

4. The Debtors are authorized but not directed, to pay the Non-Employee Director Fees and Non-Employee Director Expenses, to the extent any amounts are accrued and unpaid. The Debtors shall provide advance notice to (a) counsel to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "*Committee*"); (b) counsel to any stalking horse bidder approved by this Court in connection with a sale of the Debtors' assets; and (c) counsel to the Ad Hoc Group of Crossover Lenders, in the event that total Non-Employee Director Expenses are expected to exceed \$10,000 in any given Fiscal Quarter.

5. The Debtors are authorized to (a) continue each of the Workforce Programs, including, but not limited to, the U.S. Workers' Compensation Policies, in the ordinary course of business during the pendency of the Chapter 11 Cases in the manner and to the extent that such Workforce Programs were in effect immediately prior to the filing of the Chapter 11 Cases, and (b) continue to fund and to make payments in connection with the costs of and the expenses

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<sup>3</sup> For the avoidance of doubt, the term U.S. Workers' Compensation Policies shall include all workers' compensation insurance policies (including, but not limited to, the Monopolistic Workers' Compensation Policies and the Non-Monopolistic Workers' Compensation Policies) issued or providing coverage at any time to the Debtors or their predecessors for claims arising from or related to the employment of the Debtors' U.S. Employees, whether expired, current or prospective, and any agreements related thereto.

incurred in the administration of any Workforce Program, including, but not limited to, the U.S. Workers' Compensation Policies and the Canadian Workers' Compensation Program, in the ordinary course of business.

6. The Debtors are authorized to maintain the NQDC Plan during the pendency of these Chapter 11 Cases, provided, however, that the Debtors are not authorized to make any distributions under the NQDC Plan absent further order of this Court.

7. The Debtors are authorized to reimburse the Employees with respect to all Reimbursable Expenses Obligations incurred prior to the Petition Date. In addition, the Debtors are authorized to make direct payments to third parties owed amounts in connection with such Reimbursable Expenses Obligations.

8. The Debtors are authorized, but not directed to pay any and all local, state, and federal withholding and payroll-related or similar taxes related to the Workforce Obligations and to withhold and pay amounts that are attributable to the Deductions, including, but not limited to, all withholding taxes, social security taxes, and Medicare taxes, whether such taxes relate to the period before or after the Petition Date.

9. The automatic stay under section section 362(a) of the Bankruptcy Code, if and to the extent applicable, is hereby lifted to permit (a) current and former employees to proceed with any U.S. Workers' Compensation Claims or claims under the Canadian Workers' Compensation Program ("*Canadian Workers' Compensation Claims*") and together with the U.S. Workers' Compensation Claims, "*Workers' Compensation Claims*") (whether arising prior to or subsequent to the Petition Date) in the appropriate judicial or administrative forum; (b) insurance carriers and third party administrators to handle, administer, defend settle and/or pay Workers' Compensation Claims and direct action claims; and (c) any insurance carriers and third party administrators

providing coverage for any Workers' Compensation Claims or direct action claims to draw on any and all collateral provided by or on behalf of the Debtors therefor without further order of the Court if and when the Debtors fail to pay and/or reimburse any insurance carriers and third party administrators for any amounts in relation thereto and solely to the extent permitted and in accordance with the terms and conditions of the policies and agreements governing the U.S. Workers' Compensation Policies. This modification of the automatic stay pertains solely to Workers' Compensation Claims and direct action claims.

10. The Debtors are authorized but not directed to pay amounts owed in connection with claims of the Administrators in connection with administering and delivering payments or providing other services and benefits to the Workforce for prepetition services rendered and claims for reimbursement based on prepetition disbursements made by the Administrators.

11. The Debtors are authorized but not directed to pay prepetition amounts due and owing to the Staffing Agencies in connection with the provision of ICs and Temporary Employees and to continue to pay the Staffing Agencies for such services postpetition in the ordinary course of business.

12. Subject to the following proviso, the Debtors are authorized but not directed to continue the Incentive Programs and Severance Plans on a postpetition basis in the ordinary course of business, and in each case to pay any accrued amounts thereunder as they become due; provided that (i) no payments with respect to any Incentive Program or Severance Plan shall be made pursuant to this Final Order to any individual Employee who is an Insider and (ii) nothing in this Final Order shall be deemed to authorize the payment of any amounts in satisfaction of retention bonus or severance obligations that are prohibited by section 503(c) of the Bankruptcy Code. The Debtors shall consult with (a) counsel to the Committee; (b) counsel to any stalking horse bidder

approved by this Court in connection with a sale of the Debtors' assets; and (c) counsel to the Ad Hoc Group of Crossover Lenders prior to the implementation of any new Incentive Programs not identified in the Motion or the resumption of any Incentive Programs that are suspended as of the date of the entry of this Final Order.

13. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the Workforce Obligations, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

14. The Debtors' banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final Order, and any such bank or financial institution shall not have any liability to any party for relying on such representations by the Debtors as provided for in this Final Order.

15. Any authorization under this Final Order to pay, and the payment of, any amounts on account of the Workforce Obligations shall not affect the Debtors' right to contest the amount or validity of any Workforce Obligation, including without limitation, any amounts that may be due to any taxing authority.

16. Notwithstanding anything to the contrary in this Final Order, the Debtors retain their right to modify or terminate any Workforce Program to the extent that such right exists under the terms of the Workforce Program or as may be required by applicable law.

17. Nothing in the Motion or this Final Order, including, for the avoidance of doubt, paragraphs 9 and 18 of this Final Order, or the Debtors' payment of any claims pursuant to this Final 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Final Order. Nothing contained in this Final 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.

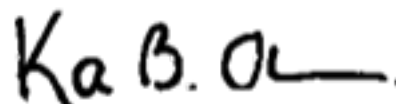
18. With regard to ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, and together with each of their successors, the "***Chubb Companies***") and any U.S. Workers' Compensation Policies they may have provided for the benefit of the Debtors, nothing in this Final Order, shall enlarge, abridge, or otherwise modify the Debtors', the Chubb Companies', or any other party in interest's rights, claims or ability to handle, administer, defend, settle, and/or pay workers' compensation claims with regard to such U.S. Workers' Compensation Policies.

19. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable this Final Order shall be effective and enforceable immediately upon entry hereof.

20. 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 Final Order.

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

Dated: July 21st, 2020  
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**Schedule L**

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

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In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket No. 237

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**ORDER ESTABLISHING BAR DATES AND RELATED PROCEDURES  
FOR FILING PROOFS OF CLAIM (INCLUDING FOR CLAIMS  
ARISING UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE)  
AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon the motion [Docket No. 237] (the “*Motion*”)<sup>2</sup> of the Debtors for an order, establishing Bar Dates and related procedures by which creditors must file their Proofs of Claim, as more fully described in the Motion; and the Court having reviewed the Motion; and the 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 the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and the Court having

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion, unless otherwise noted.



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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the record of the Hearing and all the proceedings before the Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The Court hereby approves (i) the forms of the Bar Date Notice, the Proof of Claim Form, and the Publication Notice, substantially in the forms attached to this Bar Date Order as **Exhibit 1**, **Exhibit 2** and **Exhibit 3**, respectively, and (ii) the manner of providing notice of the Bar Dates as described in the Motion.
3. Pursuant to Bankruptcy Rule 3003(c)(2), any creditor (as defined in section 101(10) of the Bankruptcy Code) or equity security holder (as defined in section 101(17) of the Bankruptcy Code) who asserts a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date and whose claim is either (a) not listed on the Debtors’ schedules of assets and liabilities (collectively, the “*Schedules*”) or (b) is listed on the Schedules as disputed, contingent or unliquidated, must file a Proof of Claim on or prior to 5:00 p.m. (prevailing Eastern Time) on the date (the “*General Bar Date*”) that is 37 days after the later of (i) the date the Debtors file their Schedules with the Court, and (ii) the date of entry of this Bar Date Order.

4. Notwithstanding paragraph 3 above, the deadline for governmental units (as defined in section 101(27) of the Bankruptcy Code) to file a Proof of Claim against the Debtors is December 21, 2020 at 5:00 p.m. (prevailing Eastern Time) (the “**Governmental Bar Date**”).

5. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a Proof of Claim based on such rejection by the later of (a) the General Bar Date or (b) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days following service of an order approving such rejection (the “**Rejection Damages Bar Date**”). For the avoidance of doubt, claims arising from the rejection of unexpired leases of the Debtors for purposes of this Bar Date Order shall include any claims under such unexpired leases as of the Petition Date, and such parties shall not be required to file Proofs of Claim with respect to prepetition amounts unless and until such unexpired lease has been rejected.

6. If the Debtors amend their Schedules, then the deadline to submit a Proof of Claim for those creditors affected by any such amendment shall be the later of (a) the applicable Bar Date or (b) 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days from the date that the Debtors provide written notice to the affected creditor that the Schedules have been amended (the “**Amended Schedules Bar Date**” and, together with the General Bar Date, the Governmental Bar Date, and the Rejection Damages Bar Date, as applicable, the “**Bar Date**” or “**Bar Dates**”).

7. Any person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, trust and governmental unit), that holds, or seeks to assert, a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date, no matter how remote, contingent, or unliquidated, including, without limitation, secured claims, unsecured priority claims (including,

without limitation, claims entitled to priority under sections 507(a)(3) through 507(a)(10) and 503(b)(9) of the Bankruptcy Code) and unsecured non-priority claims (the holder of any such claim, the “*Claimant*”), must properly file a Proof of Claim on or before the applicable Bar Date in order to share in the Debtors’ estates.

8. All Claimants must submit (by overnight mail, courier service, hand delivery, regular mail, in person or electronically through the online Proof of Claim Form available at <https://cases.primeclerk.com/GNC> an original, written proof of claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Prime Clerk, the Debtors’ claims and noticing agent, by no later than 5:00 p.m. (prevailing Eastern Time) on or before the applicable Bar Date at the following address: GNC Holdings Inc. Claims Processing Center c/o Prime Clerk LLC 850 Third Avenue, Suite 412, Brooklyn, NY 11232.

9. A Proof of Claim must satisfy all of the following requirements to be considered properly and timely filed in these Chapter 11 Cases:

- a. Each Proof of Claim must: (a) be legible; (b) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m., prevailing Eastern Time, on the Petition Date (and to the extent such claim is converted to United States dollars, state the rate used in such conversion); (c) set forth with specificity the legal and factual basis for the alleged claim; (d) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (e) be signed by the Claimant or by an authorized agent or legal representative of the Claimant on behalf of the Claimant, whether such signature is an electronic signature or is ink.
- b. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also (a) set forth with specificity: (i) the date of shipment of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (ii) the date, place, and method (including carrier name) of delivery of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (iii) the value of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; and (iv) whether the Claimant timely made a demand to reclaim such goods under section 546(c) of the Bankruptcy Code; (b) attach any documentation identifying the

particular invoices for which the 503(b)(9) claim is being asserted; and (c) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

- c. Proofs of Claim signed electronically by the Claimant or an authorized agent or legal representative of the Claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted.
- d. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint administration case number (Case No. 20-11662 (KBO)), or otherwise without identifying a specific Debtor, will be deemed as filed only against GNC Holdings, Inc.
- e. Unless otherwise ordered by the Court, each Proof of Claim must state a claim against **only one** Debtor, clearly indicate the Debtor against which the claim is asserted, and be filed on the claims register of such Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against GNC Holdings, Inc.
- f. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.
- g. Each Proof of Claim must be filed, including supporting documentation so as to be **actually received** by Prime Clerk on or before the applicable Bar Date as follows: electronically through the interface available at <http://cases.primeclerk.com/GNC>, or if submitted through non-electronic means, by U.S. Mail or other hand delivery system to, GNC Holdings, Inc. Claims Processing Center c/o Prime Clerk LLC 850 Third Avenue, Suite 412, Brooklyn, NY 11232
- h. Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Prime Clerk must submit (a) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Prime Clerk) and (b) a self-addressed, stamped envelope.

10. Proofs of Claim sent to Prime Clerk by facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

11. Notwithstanding the above, holders of the following claims are **not** required to file a Proof of Claim on or before the applicable Bar Date solely with respect to such claim:

- a. a claim against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Bankruptcy Court for the District of Delaware or Prime Clerk in a form substantially similar to Official Bankruptcy Form No. 410;
- b. a claim that is listed on the Debtors' Schedules if and only if (a) such claim is not scheduled as "disputed," "contingent," or "unliquidated" and (b) the holder of such claim agrees with the amount, nature and priority of the claim as set forth in the Schedules;
- c. an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- d. an administrative expense claim for post-petition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code;
- e. a claim that has been paid in full by the Debtors in accordance with the Bankruptcy Code or an order of this Court;
- f. a claim that has been allowed by an order of this Court entered on or before the applicable Bar Date;
- g. a claim of any Debtor against another Debtor;
- h. any fees payable to the office of the United States Trustee for the District of Delaware (the "*U.S. Trustee*") under 28 U.S.C. § 1930; and
- i. a claim for which specific deadlines have been fixed by an order of this Court entered on or before the applicable Bar Date.

12. Any Claimant exempted from filing a Proof of Claim pursuant to paragraph 11 above must still properly and timely file a Proof of Claim for any other claim that does not fall within the exemptions provided by paragraph 11 above.

13. Any person or entity holding an equity security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an "*Interest Holder*") is not required

to file a proof of interest on or before the applicable Bar Date; *provided, however*, that an Interest Holder that wishes to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date. The Debtors reserve the right to seek relief at a later date establishing a deadline for Interest Holders to file proofs of interest.

14. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties are not required to file Proofs of Claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed under a final order entered by the Court authorizing postpetition financing for the Debtors. Each of the Prepetition ABL FILO Agent and the Prepetition Term Agents is hereby authorized and entitled, in its sole discretion, to file a master Proof of Claim on behalf of the Prepetition ABL FILO Secured Parties and the Prepetition Term Secured Parties, as applicable, in each of the Chapter 11 Cases or Successor Cases. Any Proof of Claim filed by the Prepetition ABL FILO Agent or the Prepetition Term Agents shall be deemed to be in addition to and not in lieu of any other Proof of Claim that may be filed by any of the Prepetition ABL FILO Secured Parties or the Prepetition Term Secured Parties, respectively. The provisions of this paragraph 14 and each master Proof of Claim are intended solely for the purpose of administrative convenience and shall not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases or to assert that the amount of its claim is different from that set forth on the applicable master Proof of Claim. The master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments,

agreements or other documents shall be provided upon written request to counsel to the applicable Prepetition Secured Party.<sup>3</sup>

15. Within five (5) business days after the later of (i) the date the Debtors file their Schedules with the Court, and (ii) the date of entry of this Bar Date Order, the Debtors shall serve the Bar Date Notice, together with a copy of the Proof of Claim Form (the “*Bar Date Package*”), by first class United States mail, postage prepaid (or equivalent service), to the following parties:

- a. all known potential Claimants and their counsel (if known), including all persons and entities listed in the Schedules at the addresses set forth therein as potentially holding claims;
- b. all parties that have requested notice of the proceedings in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the date of the Bar Date Order;
- c. all parties that have filed Proofs of Claim in these Chapter 11 Cases as of the date of the Bar Date Order;
- d. all known holders of equity securities in the Debtors as of the date of the Bar Date Order;
- e. all known parties to executory contracts and unexpired leases with the Debtors as of the Petition Date, as identified in the Schedules;
- f. all known parties to litigation with the Debtors as of the date of the Bar Date Order;
- g. the United States Drug Enforcement Agency;
- h. the United States Food and Drug Administration;
- i. the District Director of the Internal Revenue Service for the District of Delaware;
- j. all known taxing authorities for the jurisdictions in which the Debtors maintain or conduct business;

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<sup>3</sup> Capitalized terms used but not otherwise defined in this paragraph shall have the meanings ascribed to such terms in the *Interim 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, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 134.]

- k. the Securities and Exchange Commission;
- l. the United States Attorney for the District of Delaware; and
- m. any party on the service list in the CCAA recognition proceeding.

16. In accordance with Bankruptcy Rule 2002(a)(7), service of the Bar Date Package in the manner set forth in this Bar Date Order is and shall be deemed to be good and sufficient notice of the Bar Date to known Claimants.

17. Pursuant to Bankruptcy Rule 2002(l), the Debtors shall cause the Publication Notice to be published once in *The Wall Street Journal* (national edition) and *The Globe and Mail* as soon as practicable after entry of this Bar Date Order but no later than twenty-one (21) days before the General Bar Date, and in such other local newspapers or publications, if any, as the Debtors deem appropriate. Such form and manner of publication notice is hereby approved and authorized and is and shall be deemed to be good and sufficient notice of the Bar Dates to unknown Claimants.

18. Properly filing an original, written Proof of Claim that substantially conforms to the Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code; *provided, however,* that all other administrative claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and will not be deemed proper if made by Proof of Claim.

19. Pursuant to Bankruptcy Rule 3003(c)(2), any Claimant that is required to file a Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Bar Date Order with respect to a particular claim against the Debtors, but that fails to do so properly by the applicable Bar Date, shall not be treated as a creditor with respect to such claim for purposes of voting and distribution.



20. Nothing contained in this Bar Date Order or in the Motion, the Publication Notice or the Bar Date Notice is intended or should be construed as a waiver of any of the Debtors' rights, including, without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend the Schedules. In addition, nothing contained in this Bar Date Order or in the Motion, the Publication Notice, or the Bar Date Notice is intended to be an admission of the validity of any claim against the Debtors or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code.

21. The provisions of this Bar Date Order apply to all claims of whatever character or nature against the Debtors or their assets, whether secured or unsecured, priority or non-priority, liquidated or unliquidated, fixed or contingent.

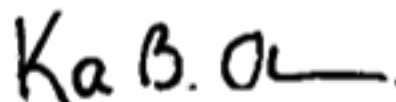
22. All Claimants who desire to rely on the Schedules with respect to filing a Proof of Claim in these Chapter 11 Cases shall have the sole responsibility for determining that their respective claim is accurately listed therein.

23. The terms and conditions of this Bar Date Order are immediately effective and enforceable upon its entry.

24. The Debtors and Prime Clerk are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Bar Date Order.

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

**Dated: July 21st, 2020**  
**Wilmington, Delaware**



**KAREN B. OWENS**  
**UNITED STATES BANKRUPTCY JUDGE**

**Exhibit 1**

**Bar Date Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

	)	
In re:	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	

NOTICE OF DEADLINE FOR THE FILING  
OF PROOFS OF CLAIM, INCLUDING FOR CLAIMS  
ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE

THE GENERAL BAR DATE IS 5:00 P.M. (PREVAILING EASTERN TIME) ON [●]

TO: ALL HOLDERS OF POTENTIAL CLAIMS AGAINST THE DEBTORS (AS LISTED BELOW)

Please take notice that on June 23, 2020 (the “*Petition Date*”), the debtors and debtors in possession in the above-captioned cases (together, the “*Debtors*”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “*Court*”).

Please take further notice that on [●], 2020, the Court entered an order (the “*Bar Date Order*”) establishing certain dates by which parties holding prepetition claims against the Debtors must file proofs of claim, including requests for payment pursuant to Section 503(b)(9) of the Bankruptcy Code (“*Proofs of Claim*”).

For your convenience, except with respect to beneficial owners of the Debtors’ debt and equity securities, enclosed with this notice (this “*Notice*”) is a Proof of Claim Form, which identifies on its face the amount, nature, and classification of your claim(s), if any, listed in the Debtors’ schedules of assets and liabilities filed in these cases (the “*Schedules*”). If the Debtors believe that you hold claims against more than one Debtor, you will receive multiple Proof of

<sup>1</sup> 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.

Claim forms, each of which will reflect the nature and amount of your claim as listed in the Schedules.

As used in this Notice, the term “*creditor*” has the meaning given to it in section 101(10) of the Bankruptcy Code, and includes all persons, entities, estates, trusts, governmental units and the United States Trustee. In addition, the terms “*persons*,” “*entities*,” and “*governmental units*” are defined in sections 101(41), 101(15) and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term “*claim*” or “*Claim*” has the meaning given to it in section 101(5) of the Bankruptcy Code, and includes as to or against the Debtors: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MAY HAVE OR YOU MAY ASSERT A CLAIM AGAINST THE DEBTORS IN THE ABOVE-CAPTIONED CHAPTER 11 CASES. THEREFORE, YOU SHOULD READ THIS NOTICE CAREFULLY AND *DISCUSS* IT WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.**

**General Information about the Debtors’ Cases.** The Debtors’ cases are being jointly administered under case number 20-11662 (KBO). No trustee or examiner has been requested in these Chapter 11 Cases.

**Individual Debtor Information.** The last four digits of each Debtor’s federal tax identification number are set forth below. The Debtors’ mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

<b><u>Debtor</u></b>	<b><u>Case No.</u></b>	<b><u>EID# (Last 4 Digits)</u></b>
GNC Holdings, Inc.	20-11662 (KBO)	6244
GNC Parent LLC	20-11663 (KBO)	7572
GNC Corporation	20-11664 (KBO)	5170
General Nutrition Centers, Inc.	20-11665 (KBO)	5168
General Nutrition Corporation	20-11666 (KBO)	4574
General Nutrition Investment Company	20-11667 (KBO)	3878
Lucky Oldco Corporation	20-11668 (KBO)	7141
GNC Funding Inc.	20-11669 (KBO)	7837
GNC International Holdings Inc.	20-11670 (KBO)	9873
GNC China Holdco, LLC	20-11671 (KBO)	0004
GNC Headquarters LLC	20-11672 (KBO)	7550
Gustine Sixth Avenue Associates, Ltd.	20-11673 (KBO)	0731
GNC Canada Holdings, Inc.	20-11674 (KBO)	3879
General Nutrition Centres Company	20-11675 (KBO)	0939

GNC Government Services, LLC	20-11676 (KBO)	2295
GNC Puerto Rico Holdings, Inc.	20-11677 (KBO)	4559
GNC Puerto Rico, LLC	20-11678 (KBO)	7234

**A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.**

**1. THE BAR DATES**

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these Chapter 11 Cases (collectively, the “*Bar Dates*”):

a. ***General Bar Date.*** Except as expressly set forth in this Notice, all entities (except governmental units) holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date, including requests for payment pursuant to section 503(b)(9) of the Bankruptcy Code, are required to file Proofs of Claim ***by 5:00 p.m., prevailing Eastern time on [●]***. Except as expressly set forth in this Notice, the General Bar Date applies to all types of claims against the Debtors that arose on or prior to the Petition Date, including secured claims, unsecured priority claims, and unsecured non-priority claims.

b. ***Governmental Bar Date.*** All governmental units holding claims against the Debtors that arose or are deemed to have arisen prior to the Petition Date are required to file Proofs of Claim by ***December 21, 2020, at 5:00 p.m., prevailing Eastern Time.*** The Governmental Bar Date applies to all governmental units holding claims against the Debtors (whether secured, unsecured priority, or unsecured non-priority) that arose on or prior to the Petition Date, including governmental units with claims against the Debtors for unpaid taxes, whether such claims arise from prepetition tax years or periods or prepetition transactions to which the Debtors were a party.

c. ***Rejection Damages Bar Date.*** Unless otherwise ordered by the Court, all entities holding claims against the Debtors arising from the rejection of executory contracts and unexpired leases of the Debtors are required to file Proofs of Claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors. For the avoidance of doubt, claims arising from the rejection of unexpired leases of the Debtors for purposes of the Bar Date Order shall include any claims under such unexpired leases as of the Petition Date, and such parties shall not be required to file Proofs of Claim with respect to prepetition amounts unless and until such unexpired lease has been rejected.

d. ***Amended Schedules Bar Date.*** If, subsequent to the date of this Notice, the Debtors amend or supplement their Schedules to reduce the undisputed, noncontingent, and liquidated amount of a claim listed in the Schedules, to change the nature or classification of a claim against the Debtors reflected in the Schedules, or to add a new claim to the Schedules, the affected creditor is required to file a Proof of Claim or amend any previously filed Proof of Claim

in respect of the amended scheduled claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtors mail notice of the amendment to the Schedules (or another time period as may be fixed by the Court).

**2. PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM.**

Any person or entity that has or seeks to assert a claim against the Debtors which arose, or is deemed to have arisen, prior to the Petition Date, including, without limitation, a claim under section 503(b)(9) of the Bankruptcy Code, **MUST FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE BAR DATE** in order to potentially share in the Debtors' estates.

Under the Bar Date Order, the filing of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code. All other administrative claims under section 503(b) of the Bankruptcy Code must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and shall not be deemed proper if made by Proof of Claim. No deadline has yet been established for the filing of administrative claims other than claims under section 503(b)(9) of the Bankruptcy Code. **Claims under section 503(b)(9) of the Bankruptcy Code must be filed by the applicable Bar Date.**

Acts or omissions of the Debtors that occurred or arose before the Petition Date may give rise to claims against the Debtors that must be filed by the applicable Bar Date, notwithstanding that such claims may not have matured, are contingent or have not become fixed or liquidated prior to or as of the Petition Date.

THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS BELIEVE THAT YOU HAVE A CLAIM. A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM.

**A. Claims For Which No Proof of Claim is Required to be Filed.**

Notwithstanding the above, holders of the following claims are not required to file a Proof of Claim on or before the applicable Bar Date solely with respect to such claim:

a. a claim against the Debtors for which a signed Proof of Claim has already been properly filed with the Clerk of the Bankruptcy Court for the District of Delaware or Prime Clerk LLC ("**Prime Clerk**") in a form substantially similar to Official Bankruptcy Form No. 410;

b. a claim that is listed on the Debtors' Schedules if and only if (i) such claim is not scheduled as "disputed," "contingent," or "unliquidated" **and** (ii) the holder of such claim agrees with the amount, nature and priority of the claim as set forth in the Schedules;

c. an administrative expense claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);

d. an administrative expense claim for post-petition fees and expenses incurred by any professional allowable under sections 330, 331, and 503(b) of the Bankruptcy Code;

e. a claim that has been paid in full by the Debtors in accordance with the Bankruptcy Code or an order of this Court;

f. a claim that has been allowed by an order of this Court entered on or before the applicable Bar Date;

g. a claim of any Debtor against another Debtor;

h. any fees payable to the United States Trustee under 28 U.S.C. § 1930; and

i. a claim for which specific deadlines have been fixed by an order of this Court entered on or before the applicable Bar Date.

**Please take notice that any Claimant exempted from filing a Proof of Claim pursuant to paragraph A above must still properly and timely file a Proof of Claim for any other claim that does not fall within the exemptions provided by paragraph A above.** As set forth above, creditors are not required to file a proof of claim with respect to any amounts paid by the Debtors.

**B. No Bar Date for Proof of Interest.**

Any person or entity holding an equity security (as defined in section 101(16) of the Bankruptcy Code and including, without limitation, common stock, preferred stock, warrants, or stock options) or other ownership interest in the Debtors (an “*Interest Holder*”) is not required to file a proof of interest on or before the applicable Bar Date; *provided*, however, that an Interest Holder that wishes to assert claims against the Debtors that arise out of or relate to the ownership or purchase of an equity security or other ownership interest, including, but not limited to, a claim for damages or rescission based on the purchase or sale of such equity security or other ownership interest, must file a Proof of Claim on or before the applicable Bar Date. The Debtors have reserved the right to establish at a later time a bar date requiring Interest Holders to file proofs of interest. If such a bar date is established, Interest Holders will be notified in writing of the bar date for filing of proofs of interest at the appropriate time.

**3. WHEN AND WHERE TO FILE.**

All Claimants must submit (by overnight mail, courier service, hand delivery, regular mail, or in person) an original, written Proof of Claim that substantially conforms to the Proof of Claim Form so as to be **actually received** by Prime Clerk, the Debtors’ claims and notice agent, by no later than 5:00 p.m. (prevailing Eastern Time) on or before the applicable Bar Date at the following address:

GNC Holdings Inc. Claims Processing Center  
c/o Prime Clerk  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

Alternatively, Claimants may submit a Proof of Claim electronically by completing the Proof of Claim Form that can be accessed at Prime Clerk's website, <https://cases.primeclerk.com/GNC>.

Proofs of Claim will be deemed timely filed only if **actually received** by Prime Clerk on or before the applicable Bar Date. Proofs of Claim may **not** be delivered by facsimile, telecopy, or electronic mail transmission. Any facsimile, telecopy, or electronic mail submissions will **not** be accepted and will **not** be deemed filed until a Proof of Claim is submitted to Prime Clerk by overnight mail, courier service, hand delivery, regular mail, in person, or through Prime Clerk's website listed above.

Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Prime Clerk must submit (a) a copy of the Proof of Claim and (b) a self-addressed, stamped envelope (in addition to the original Proof of Claim sent to Prime Clerk).

#### 4. **CONTENTS OF A PROOF OF CLAIM.**

With respect to preparing and filing of a Proof of Claim, the Debtors propose that each Proof of Claim be required to be consistent with the following:

a. Each Proof of Claim must: (a) be legible; (b) include a claim amount denominated in United States dollars using, if applicable, the exchange rate as of 5:00 p.m., prevailing Eastern Time, on the Petition Date (and to the extent such claim is converted to United States dollars, state the rate used in such conversion); (c) set forth with specificity the legal and factual basis for the alleged claim; (d) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; and (e) be signed by the Claimant or by an authorized agent or legal representative of the Claimant on behalf of the Claimant, whether such signature is an electronic signature or is ink.

b. Any Proof of Claim asserting a claim entitled to priority under section 503(b)(9) of the Bankruptcy Code must also (a) set forth with specificity: (i) the date of shipment of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (ii) the date, place, and method (including carrier name) of delivery of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; (iii) the value of the goods the Claimant contends the Debtors received in the twenty (20) days before the Petition Date; and (iv) whether the Claimant timely made a demand to reclaim such goods under section 546(c) of the Bankruptcy Code; (b) attach any documentation identifying the particular invoices for which the 503(b)(9) claim is being asserted; and (c) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).

c. Proofs of Claim signed electronically by the Claimant or an authorized agent or legal representative of the Claimant may be deemed acceptable for purposes of claims administration. Copies of Proofs of Claim or Proofs of Claim sent by facsimile or electronic mail will not be accepted.

d. Each Proof of Claim must clearly identify the Debtor against which a claim is asserted, including the individual Debtor's case number. A Proof of Claim filed under the joint



administration case number (Case No. 20-11662 (KBO)), or otherwise without identifying a specific Debtor, will be deemed as filed only against GNC Holdings, Inc.

e. Unless otherwise ordered by the Court, each Proof of Claim must state a claim against **only one** Debtor, clearly indicate the Debtor against which the claim is asserted, and be filed on the claims register of such Debtor. To the extent more than one Debtor is listed on the Proof of Claim, such claim may be treated as if filed only against GNC Holdings, Inc.

f. Each Proof of Claim must include supporting documentation in accordance with Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, such Proof of Claim may include a summary of such documentation or an explanation as to why such documentation is not available; *provided* that any creditor shall be required to transmit such documentation to Debtors' counsel upon request no later than ten (10) days from the date of such request.

g. Each Proof of Claim must be filed, including supporting documentation so as to be **actually received** by Prime Clerk on or before the applicable Bar Date as follows: electronically through the interface available at <http://cases.primeclerk.com/GNC>, or if submitted through non-electronic means, by U.S. Mail or other hand delivery system at the following address: GNC Holdings, Inc. Claims Processing Center c/o Prime Clerk LLC 850 Third Avenue, Suite 412, Brooklyn, NY 11232

h. Proofs of claim sent by facsimile or electronic mail will not be accepted.

i. Claimants wishing to receive acknowledgment that their Proofs of Claim were received by Prime Clerk must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Prime Clerk) and (ii) a self-addressed, stamped envelope.

#### 5. **CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM BY THE BAR DATE.**

Any Claimant that is required to file a Proof of Claim in these chapter 11 cases pursuant to the Bankruptcy Code, the Bankruptcy Rules, or the Bar Date Order with respect to a particular claim against the Debtors, but that fails to do so properly by the applicable Bar Date, shall not be treated as a creditor with respect to such claim for purposes of voting and distribution.

#### 6. **CONTINGENT CLAIMS.**

Acts or omissions of or by the Debtors that occurred, or that are deemed to have occurred, prior to the Petition Date, including, without limitation, acts or omissions related to any indemnity agreement, guarantee, services provided to or rendered by the Debtors, or goods provided to or by the Debtors, may give rise to claims against the Debtors notwithstanding the fact that such claims (or any injuries on which they may be based) may be contingent or may not have matured or become fixed or liquidated prior to the Petition Date. Therefore, any person or entity that holds a claim or potential claim against the Debtors, no matter how remote, contingent, or unliquidated, **MUST** file a Proof of Claim on or before the applicable Bar Date.

7. **THE DEBTORS' SCHEDULES.**

You may be listed as the holder of a claim against the Debtors in the Schedules. The Schedules are available free of charge on Prime Clerk's website at <https://cases.primeclerk.com/GNC>. If you rely on the Schedules, it is your responsibility to determine that your claim is accurately listed in the Schedules. As described above, if (a) you agree with the nature, amount and status of your claim as listed in the Schedules **and** (b) your claim is **NOT** described as "disputed," "contingent," or "unliquidated," then you are not required to file a Proof of Claim in these Chapter 11 Cases with respect to such claim. Otherwise, or if you decide to file a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice and the Bar Date Order.

8. **RESERVATION OF RIGHTS.**

Nothing contained in this Notice or the Bar Date Order is intended or should be construed as a waiver of any of the Debtor's rights, including without limitation, their rights to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; or (c) otherwise amend or supplement the Schedules. In addition, nothing contained herein of the Bar Date Order is intended or should be construed as an admission of the validity of any claim against the Debtors or an approval, assumption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. All such rights and remedies are reserved.

9. **ADDITIONAL INFORMATION.**

The Schedules, the Proof of Claim Form and Bar Date Order are available free of charge on Prime Clerk's website at <https://cases.primeclerk.com/GNC>. If you have questions concerning the filing or processing of Claims, you may contact the Debtors' claims agent, Prime Clerk, toll-free at (844) 974-2132. If you require additional information regarding the filing of a Proof of Claim, you may contact counsel for the Debtors in writing at the addresses below.

Dated: \_\_\_\_\_, 2020  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ \_\_\_\_\_.

Michael R. Nestor (No. 3526)  
Kara Hammond Coyle (No. 4410)  
Andrew L. Magaziner (No. 5426)  
Joseph M. Mulvihill (No. 6061)  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253  
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kcoyle@ycst.com  
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Richard A. Levy (admitted *pro hac vice*)  
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330 North Wabash Avenue, Suite 2800  
Chicago, Illinois 60611  
Telephone: (312) 876-7700  
Facsimile: (312) 993-9767  
Email: richard.levy@lw.com  
caroline.reckler@lw.com  
asif.attarwala@lw.com  
brett.newman@lw.com

- and -

George A. Davis (admitted *pro hac vice*)  
Andrew C. Ambruoso (admitted *pro hac vice*)  
Jeffrey T. Mispagel (admitted *pro hac vice*)  
885 Third Avenue  
New York, New York 10022  
Telephone: (212) 906-1200  
Facsimile: (212) 751-4864  
Email: george.davis@lw.com  
andrew.ambruoso@lw.com  
jeffrey.mispagel@lw.com

*Proposed Counsel for Debtors and Debtors in Possession*

**Exhibit 2**

**Proof of Claim Form**

Fill in this information to identify the case (Select only one Debtor per claim form):		
<input type="checkbox"/> GNC Holdings, Inc. (Case No. 20-11662)	<input type="checkbox"/> GNC Funding, Inc. (Case No. 20-11669)	<input type="checkbox"/> GNC Government Services, LLC (Case No. 20-11676)
<input type="checkbox"/> GNC Parent LLC (Case No. 20-11663)	<input type="checkbox"/> GNC International Holdings, Inc. (Case No. 20-11670)	<input type="checkbox"/> GNC Puerto Rico Holdings, Inc. (Case No. 20-11677)
<input type="checkbox"/> GNC Corporation (Case No. 20-11664)	<input type="checkbox"/> GNC China Holdco LLC (Case No. 20-11671)	<input type="checkbox"/> GNC Puerto Rico, LLC (Case No. 20-11678)
<input type="checkbox"/> General Nutrition Centers, Inc. (Case No. 20-11665)	<input type="checkbox"/> GNC Headquarters LLC (Case No. 20-11672)	
<input type="checkbox"/> General Nutrition Corporation (Case No. 20-11666)	<input type="checkbox"/> Gustine Sixth Avenue Associates, Ltd. (Case No. 20-11673)	
<input type="checkbox"/> General Nutrition Investment Company (Case No. 20-11667)	<input type="checkbox"/> GNC Canada Holdings, Inc. (Case No. 20-11674)	
<input type="checkbox"/> Lucky Oldco Corporation (Case No. 20-11668)	<input type="checkbox"/> General Nutrition Centres Company (Case No. 20-11675)	

**Modified Official Form 410**

**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	_____ Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	No Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____  Contact phone _____ Contact email _____	<b>Where should payments to the creditor be sent? (if different)</b>  Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	No Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$\_\_\_\_\_. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? No  
 Yes. The claim is secured by a lien on property.

**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$\_\_\_\_\_

**Amount of the claim that is secured:** \$\_\_\_\_\_

**Amount of the claim that is unsecured:** \$\_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$\_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease? No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$\_\_\_\_\_

11. Is this claim subject to a right of setoff? No  
 Yes. Identify the property: \_\_\_\_\_

<p><b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b></p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p>No</p>	<p>Yes. <i>Check one:</i></p> <p>Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <span style="float:right">Amount entitled to priority</span></p> <p>Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <span style="float:right">\$ _____</span></p> <p>Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <span style="float:right">\$ _____</span></p> <p>Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <span style="float:right">\$ _____</span></p> <p>Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <span style="float:right">\$ _____</span></p> <p>Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. <span style="float:right">\$ _____</span></p> <p style="font-size: small;">* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>
<p><b>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</b></p>	<p>No</p>	<p>Yes. <b>Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</b> <span style="float:right">\$ _____</span></p>

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

**Name of the person who is completing and signing this claim:**

Name \_\_\_\_\_  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

## Modified Official Form 410

**Instructions for Proof of Claim**

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

**How to fill out this form**

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form. Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)  
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

**Confirmation that the claim has been filed**

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <http://cases.primeclerk.com/gnc>.

**Understand the terms used in this form**

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

**Claim:** A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.



**Claim Pursuant to 11 U.S.C. §503(b)(9):** A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

### Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

### Please send completed Proof(s) of Claim to:

GNC Holdings, Inc. Claims Processing Center  
c/o Prime Clerk LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

**Do not file these instructions with your form**

**Exhibit 3**

**Publication Notice**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	

**NOTICE OF DEADLINE FOR THE FILING OF PROOFS OF CLAIM, INCLUDING  
FOR CLAIMS ASSERTED UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

**(GENERAL BAR DATE IS [●], AT 5:00 P.M. (PREVAILING EASTERN TIME))**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

On June 23, 2020 (the “*Petition Date*”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “*Court*”). On [●], 2020, the Court entered an order [Docket No. ●] (the “*Bar Date Order*”)<sup>2</sup> establishing certain deadlines for the filing of proofs of claim in the Chapter 11 Cases of the following debtors and debtors in possession (together, the “*Debtors*”):

<u>Debtor</u>	<u>Case No.</u>	<u>EID# (Last 4 Digits)</u>
GNC Holdings, Inc.	20-11662 (KBO)	6244
GNC Parent LLC	20-11663 (KBO)	7572
GNC Corporation	20-11664 (KBO)	5170
General Nutrition Centers, Inc.	20-11665 (KBO)	5168
General Nutrition Corporation	20-11666 (KBO)	4574
General Nutrition Investment Company	20-11667 (KBO)	3878
Lucky Oldco Corporation	20-11668 (KBO)	7141

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion

GNC Funding, Inc.	20-11669 (KBO)	7837
GNC International Holdings, Inc.	20-11670 (KBO)	9873
GNC China Holdco, LLC	20-11671 (KBO)	0004
GNC Headquarters LLC	20-11672 (KBO)	7550
Gustine Sixth Avenue Associates, Ltd.	20-11673 (KBO)	0731
GNC Canada Holdings, Inc.	20-11674 (KBO)	3879
General Nutrition Centres Company	20-11675 (KBO)	0939
GNC Government Services, LLC	20-11676 (KBO)	2295
GNC Puerto Rico Holdings, Inc.	20-11677 (KBO)	4559
GNC Puerto Rico, LLC	20-11678 (KBO)	7234

Pursuant to the Bar Date Order, each person or entity (including, without limitation, each individual, partnership, joint venture, corporation, estate, and trust) that holds or seeks to assert a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors that arose, or is deemed to have arisen, prior to the Petition Date (including, without limitation, claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code), no matter how remote or contingent such right to payment or equitable remedy may be, **MUST FILE A PROOF OF CLAIM** on or before 5:00 p.m. (prevailing Eastern Time), on [●], 2020 (the “***General Bar Date***”), by sending an original proof of claim form to Prime Clerk LLC (“***Prime Clerk***”), or by completing the online proof of claim form available at <https://cases.primeclerk.com/GNC>, so that it is **actually received** on or before the General Bar Date; *provided* that, solely with respect to governmental units (as defined in section 101(27) of the Bankruptcy Code), the deadline for such governmental units to file a proof of claim against the Debtors is December 21, 2020 at 5:00 p.m. (prevailing Eastern Time) (the “***Governmental Bar Date***”).

All entities holding claims against the Debtors arising from the rejection of executory contracts and unexpired leases of the Debtors are required to file proofs of claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is thirty (30) days following entry of an order approving the rejection of any executory contract or unexpired lease of the Debtors (the “***Rejection Damages Bar Date***”). For the avoidance of doubt, claims arising from the rejection of unexpired leases of the Debtors for purposes of the Bar Date Order shall include any claims under such unexpired leases as of the Petition Date, and such parties shall not be required to file Proofs of Claim with respect to prepetition amounts unless and until such unexpired lease has been rejected.

All entities asserting claims against the Debtors that are affected by an amendment or supplement to the Schedules are required to file a proof of claim or amend any previously filed proof of claim in respect of the amended scheduled claim by the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, and (b) 5:00 p.m., prevailing Eastern Time, on the date that is twenty-one (21) days from the date on which the Debtors mail notice of the amendment to the Schedules (or another time period as may be fixed by the Court) (the “***Amended Schedules Bar Date***”).

Proofs of claim must be sent by overnight mail, courier service, hand delivery, regular mail, or in person, or completed electronically through Prime Clerk’s website. Proofs of claim sent by

facsimile, telecopy, or electronic mail will **not** be accepted and will **not** be considered properly or timely filed for any purpose in these Chapter 11 Cases.

ANY PERSON OR ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM IN THESE CHAPTER 11 CASES WITH RESPECT TO A PARTICULAR CLAIM AGAINST THE DEBTORS, BUT THAT FAILS TO DO SO PROPERLY BY THE APPLICABLE BAR DATE, SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR PURPOSES OF VOTING AND DISTRIBUTION.

A copy of the Bar Date Order and proof of claim form may be obtained by contacting the Debtors' Claims Agent, in writing, at Prime Clerk, GNC Holdings, Inc. Claims Processing Center c/o Prime Clerk LLC 850 Third Avenue, Suite 412, Brooklyn, NY 11232, or online at <https://cases.primeclerk.com/GNC>. The Bar Date Order can also be viewed on the Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov). If you have questions concerning the filing or processing of claims, you may contact the Debtors' claims agent, Prime Clerk, toll-free at (844) 974-2132.

Dated: \_\_\_\_\_, 2020  
Wilmington, Delaware

BY ORDER OF THE COURT

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ \_\_\_\_\_  
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Kara Hammond Coyle (No. 4410)  
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- and -

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*Proposed Counsel to the Debtors and Debtors in Possession*

**Schedule M**

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

		In re:		Chapter 11
		GNC HOLDINGS, INC., <i>et al.</i> ,		Case No. 20–11662 (KBO)
		Debtors. <sup>1</sup>		(Jointly Administered)
				Re: Docket No. 227

**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**

Upon the motion [Docket No. 227] (the “*Motion*”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for entry of an order (this “*Order*”), (a) approving the bidding procedures attached hereto as **Exhibit 1** (the “*Bidding Procedures*”) in connection with the sale of the Assets, (b) approving procedures for assuming and assigning executory contracts and unexpired leases, including notice of proposed cure amounts, (c) approving the form and manner of (1) notice of the Auction and Sale Hearing (the “*Sale Notice*”), attached hereto as **Exhibit 2**; (2) notice of the Assumption Procedures (the “*Assumption Notice*”),

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<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

attached hereto as **Exhibit 3**; and (3) the post-auction notice (“*Post-Auction Notice*”), attached hereto as **Exhibit 4**, (d) establishing dates and deadlines in connection with the Sale and the approval thereof, including the Bid Deadline, the date of the Auction, if any, and the Sale Hearing, and (e) granting related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “*Hearing*”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

**THE COURT HEREBY FINDS THAT:**

A. Statutory Predicates. The predicates for the relief granted herein are sections 105, 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 9014.

B. Notice of Motion. The Debtors’ notice of the Motion, the Hearing, and the proposed entry of this Order was sufficient under the circumstances of this case and complied with all applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the applicable

Local Rules. Accordingly, no other or further notice of the Motion or the entry of this Order is necessary or required.

C. Bidding Procedures. The Debtors have articulated good and sufficient reasons for authorizing and approving the Bidding Procedures, which were developed in good faith, are fair, reasonable, and appropriate under the circumstances, and are designed to maximize the recovery on, and realizable value of, the Debtors' assets (including, for the avoidance of doubt, any causes of action belonging to the Debtors, rights under leases or other contracts, and intellectual property rights or other intangible assets) (the "*Assets*"), as determined by the Debtors in an exercise of their business judgment.

D. Sale Notice. The notice provided by the Debtors regarding the Sale (the "*Sale Notice*") is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, including: (i) the date, time, and place of the Auction (if one is held); (ii) the Bidding Procedures and certain dates and deadlines related thereto; (iii) the objection deadline for the Sale and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the assets for sale; (v) representations describing the Sale as being free and clear of liens, claims, interests, and other encumbrances, with all such liens, claims, interests, and other encumbrances attaching with the same validity and priority to the sale proceeds subject to customary exceptions for permitted liens; and (vi) notice of the proposed assumption and assignment of the Assigned Contracts to the Successful Bidder and the rights, procedures, and deadlines for objecting thereto, and no other or further notice of the Sale shall be required.

E. Assumption Procedures. The Contract Assumption Notice (as defined herein) is reasonably calculated to provide counterparties to the Assigned Contracts with proper notice of



the intended assumption and assignment of their executory contracts, any Cure Payments (as defined herein), and the Assumption Procedures (as defined herein).

F. Other Findings. The findings and conclusions set forth herein constitute the 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 preceding findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the preceding conclusions of law constitute findings of fact, they are adopted as such.

**IT IS HEREBY ORDERED THAT:**

1. The Motion is granted to the extent set forth in this Order.
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled prior to or at the Hearing are overruled.

**I. Important Dates and Deadlines.**

3. Sale Objection Deadline. August 21, 2020, at 4:00 p.m., prevailing Eastern Time (the "*Sale Objection Deadline*") is the deadline by which objections to the entry of an order by the Court approving the Sale must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, and (c) be filed with the Court and served so as to be actually received by: (i) co-counsel to the Debtors, (A) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Richard A. Levy (richard.levy@lw.com) and Caroline A. Reckler (caroline.reckler@lw.com), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor (mnestor@ycst.com) and Kara Hammond Coyle (kcoyle@ycst.com); (ii) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com); (iii) counsel to the Ad Hoc FILO Term Lender Group (A) Paul, Weiss, Rifkind, Wharton & Garrison LLP,

1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (B) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (iv) counsel to the Ad Hoc Group of Crossover Lenders (A) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (v) counsel to the Ad Hoc FILO Term Lender Group (A) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (B) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (vi) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); and (vii) counsel to the Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020 Attn: Jeffrey Cohen and Lindsay H. Sklar (emails: jcohen@lowenstein.com and lsklar@lowenstein.com) and One Lowenstein Drive, Roseland, NJ 070686, Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree and Colleen M. Maker (email: metkin@lowenstein.com, msavetsky@lowenstein.com, nfulfree@lowenstein.com, and cmaker@lowenstein.com) (the parties identified in (i) through (vii), collectively, the “**Objection Notice Parties**”). Any party or entity who fails to timely make

an objection to the Sale on or before the Sale Objection Deadline shall be forever barred from asserting any objection to the Sale, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances, and other interests.

4. **Bid Deadline.** September 4, 2020, at 4:00 p.m., prevailing Eastern Time, is the deadline by which all Qualified Bids must be **actually received** by the parties specified in the Bidding Procedures.

5. **Auction.** September 8, 2020, at 10:00 a.m., prevailing Eastern Time, is the date and time the Auction, if one is needed, will be held in accordance with the Bidding Procedures at the offices of counsel to the Debtors: Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 telephonically, or by video via Zoom. The Debtors shall send written notice of the date, time, and place of the Auction to the Qualified Bidders no later than two business days before such Auction, and will post notice of the date, time, and place of the Auction no later than two business days before such Auction on the website of the Debtors' notice, claims, and solicitation agent, Prime Clerk LLC, at <https://cases.primeclerk.com/gnc>.

6. **Reply Deadline.** All replies to any Sale Objection, except for those filed after the Sale Objection Deadline, must be filed by 5:00 p.m. (prevailing Eastern Time) on September 9, 2020 (the "***Reply Deadline***").

7. **Auction Objection Deadline.** September 9, 2020, at 4:00 p.m. (the "***Auction Objection Deadline***"), prevailing Eastern Time, is the deadline by which objections to the conduct of the Auction and the choice of Successful Bidder and/or Back-Up Bidder must be filed with the Court and served on the Objection Notice Parties.

8. **Sale Hearing.** September 14, 2020, at 1:00 p.m., prevailing Eastern Time, is the date and time for the hearing for the Court to consider the Successful Bid, pursuant to which the

Debtors and the Successful Bidder will consummate the Sale; *provided, however*, that the Sale Hearing may be continued by the Debtors in accordance with the Bidding Procedures, from time to time, without further notice to creditors or parties in interest.

9. **Adequate Assurance Hearing.** In the event the Successful Bidder is not the Stalking Horse Bidder, objections to adequate assurance of future performance of the Assigned Contracts by such Successful Bidder must be filed with the Court and served on the Objection Notice Parties no later than September 15, 2020 at 8:00 p.m., prevailing Eastern Time (“*Adequate Assurance Objection Deadline*”), and the Court will hear such adequate assurance objections on September 18, 2020 at 2:00 p.m., prevailing Eastern Time (“*Adequate Assurance Hearing*”), *provided, however*, that the Adequate Assurance Hearing may be continued by the Debtors from time to time, without further notice to creditors or parties in interest.

10. **Modification of Dates.** Notwithstanding anything in this Order to the contrary, if the Debtors have not filed a Stalking Horse Selection Notice (as defined below) within one business day after August 3, 2020, the Sale Objection Deadline will be extended to August 28, the Bid Deadline will be extended to September 11, 2020, the Auction date will be extended to September 15, 2020, the Reply Deadline and Auction Objection Deadline will be extended to September 16, 2020, the Sale Hearing will be extended to September 17, 2020 at 1:00 p.m., prevailing Eastern Time, the Adequate Assurance Objection Deadline will be extended to September 22, 2020, and the Adequate Assurance Hearing will be extended to September 29, at 1:00 p.m., prevailing Eastern Time. The dates and deadlines set forth in this Order are subject to further modification by the Debtors in accordance with the Bidding Procedures.

## **II. Stalking Horse and Bid Protections.**

11. On or prior to August 3, 2020, subject to receiving the requisite approvals from the Required Sale Consenting Parties (as such term is defined in the Restructuring Support

Agreement),<sup>3</sup> the Debtors are authorized, but not directed, to select one or more Bidders to act as Stalking Horse Bidder(s), and are authorized, but not directed, to enter into a Stalking Horse Agreement (which shall be binding, non-contingent, and accompanied by a Good Faith Deposit (as defined in the Bidding Procedures)) with each such Stalking Horse Bidder.

12. No later than one business day after the selection of a Stalking Horse Bidder (if such selection is made), the Debtors shall file with the Court and post on the case website at <https://cases.primeclerk.com/GNC> a notice that contains information about the Stalking Horse Bidder and the Stalking Horse Bid, including any Bid Protections (the “***Stalking Horse Selection Notice***”), together with the proposed Stalking Horse Agreement, and serve the Stalking Horse Selection Notice on the Objection Notice Parties.

13. Parties in interest may file objections to the designation of the Stalking Horse Bidder or any of the terms of the Stalking Horse Agreement, including to any of the proposed Bid Protections, within seven days after service of the Stalking Horse Selection Notice (the “***Stalking Horse Objection Deadline***”). Regardless whether an objection to the designation of the Stalking Horse Bidder, the Stalking Horse Bid, and/or the proposed Bid Protections is received by the Stalking Horse Objection Deadline, the Debtors will present evidentiary support and seek approval of the Stalking Horse Bidder, Stalking Horse Bid, and Bid Protections at a hearing of this Court at least ten days following the filing of the Stalking Horse Selection Notice.

14. The Debtors shall file with the Court and serve via email on the Objection Notice Parties and Counterparties (as defined below) and their counsel (if known) financial and other information demonstrating adequate assurance of future performance of the Assigned Contracts

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<sup>3</sup> A copy of the Restructuring Support Agreement is attached as Exhibit B to the *Declaration of Tricia Toliver, Chief Financial Officer of GNC Holdings, Inc. in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 21].

by any Stalking Horse Bidder (including the name of the Stalking Horse Bidder and a description of its business) on or prior to August 10, 2020. Any objections to adequate assurance of future performance by any Stalking Horse Bidder must be filed and served on the Objection Notice Parties by the Sale Objection Deadline.

**III. Auction, Bidding Procedures, Sale Notice, and Related Relief.**

15. The Bidding Procedures, substantially in the form attached hereto as **Exhibit 1**, are incorporated herein and are hereby approved in their entirety, and the Bidding Procedures shall govern the submission, receipt, and analysis of all Bids relating to any proposed Sale. Any party desiring to submit a Bid shall comply with the Bidding Procedures and this Order. The Debtors are authorized to take any and all reasonable actions necessary to implement the Bidding Procedures.

16. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Order, this Order does not approve the sale of the Assets or authorize the consummation of the Sale, such approval and authorization (if any) to be considered only at the Sale Hearing and all rights of all parties in interest to object to such approval and authorization are reserved.

17. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Bidder (if any) will be entitled, but not obligated, to submit overbids and will be entitled in any such overbids to credit bid all of its claims for Bid Protections pursuant to section 363(k) of the Bankruptcy Code.

18. Except as provided in any Stalking Horse Agreement agreed to by the Debtors (subject to receiving the requisite approvals from the Required Sale Consenting Parties) and approved by a separate order of this Court, no person or entity shall be entitled to any expense reimbursement, break-up fee, “topping,” termination, or other similar fee or payment in connection with any Sale, and by submitting a bid, such person or entity is deemed to have waived their right to request or

to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

19. Any deposit provided by a Qualified Bidder shall be held in a segregated account by the Debtors or their agent in accordance with the Bidding Procedures, and shall not become property of the Debtors' bankruptcy estates unless and until released to the Debtors pursuant to the terms of the purchase agreement with such Qualified Bidder or order of this Court.

20. The Sale Notice, substantially in the form attached hereto as **Exhibit 2**, is hereby approved. As soon as reasonably practicable following the entry of this Order, the Debtors will cause the Bidding Procedures, Sale Notice, and Assumption Notice to be served upon the following parties, and their respective counsel, if known (collectively, the "***Notice Parties***"): (a) the Committee; (b) the Ad Hoc Group of Crossover Lenders; (c) Ad Hoc FILO Term Lender Group; (d) the agent for the Debtors' DIP Term Facility; (e) the agent for the Debtors' DIP ABL FILO Facility; (f) the U.S. Trustee for the District of Delaware; (g) the United States Attorney's Office for the District of Delaware; (h) the Internal Revenue Service; (i) the attorneys general for the states in which the Debtors operate; (j) any parties known or reasonably believed to have expressed an interest in the Debtors' assets; (k) all entities known or reasonably believed to have asserted a lien, encumbrance, claim, or other interest in any of the Debtors' assets; (l) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (m) all known creditors of the Debtors. In addition, as soon as practicable, after entry of this Order, the Debtors will publish the Sale Notice, with any modification necessary for ease of publication, once in *The Wall Street Journal* (national edition), *La Presse* and *The Globe and Mail* to provide notice to any other potential interested parties.

#### IV. The Assumption and Assignment Procedures.

21. The procedures set forth below regarding the assumption and assignment of the executory contracts proposed to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned to the Successful Bidder pursuant to section 365(f) of the Bankruptcy Code in connection with the Sale (the “*Assumption Procedures*”) are hereby approved to the extent set forth herein.

22. These Assumption Procedures shall govern the assumption and assignment of all of the Debtors’ executory contracts and unexpired leases to be assumed and assigned in connection with the Sale (each, an “*Assigned Contract*,” and, collectively, the “*Assigned Contracts*”), subject to the payment of any payments necessary to cure any defaults arising under any Assigned Contract (the “*Cure Payments*”):

- a. **Contract Assumption Notice.** On or prior to July 31, 2020 (the “*Assumption Notice Deadline*”), the Debtors shall file with the Court and serve a notice of contract assumption (the “*Assumption Notice*”), in substantially the form attached hereto as **Exhibit 3**, via overnight delivery on all counterparties to all potential Assigned Contracts (each, a “*Counterparty*” and, collectively, the “*Counterparties*”). The Assumption Notice shall include, without limitation, a list of Assigned Contracts (the “*Assigned Contract List*”) that may be assumed and assigned in connection with the Sale and the Cure Payment, if any, that the Debtors believe is required to be paid to the applicable Counterparty under Bankruptcy Code sections 365(b)(1)(A) and (B) for each of the Assigned Contracts. If no Cure Payment is listed on the Assigned Contracts List for a particular Assigned Contract, the Debtors’ asserted Cure Payment for such Assigned Contract shall be deemed to be \$0.00; *provided, however*, if an Assigned Contract is not listed on the Assigned Contracts List attached to an Assumption Notice, supplemental Assumption Notice or revised Assumption Notice at all, it may not be assumed and assigned via the Motion. If a Counterparty objects to the Cure Payment, the Counterparty must file with the Court and serve on the Objection Notice Parties a written objection (a “*Contract Objection*”) on or before the Sale Objection Deadline. Service of an Assumption Notice does not constitute an admission that such contract is an executory contract or unexpired lease or that such stated Cure Payment constitutes a claim against the Debtors or a right against the Successful Bidder (all rights with respect thereto being expressly reserved). Further, the inclusion of a contract or lease on the



Assumption Notice is not a guarantee that such contract will ultimately be assumed and assigned.

- b. Cure Payments.** The payment of the applicable Cure Payments specified in the Assumption Notice by the Successful Bidder or the Debtors, as applicable, after the expiration of the applicable objection period and the failure of any applicable Counterparty to object to the proposed Cure Payment or to the assumption or assignment of its unexpired lease or executory contract, shall (i) effect a cure of all defaults existing thereunder as of the filing of the Assumption Notice, and (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default.
- c. Contract Objections (Other Than Adequate Assurance Objections).** Objections, if any, to the proposed assumption and assignment of a contract or lease (other than an objection based on the ability of a Successful Bidder or Back-Up Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance) or the Cure Payment proposed with respect thereto, must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Rules, and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payment, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Court and served upon, so as to be actually received by, the Objection Notice Parties, before the Sale Objection Deadline, except as otherwise set forth below with respect to Assigned Contracts added to the Assigned Contracts List (or for which the proposed Cure Payment is modified) after the Assumption Notice Deadline.
- d. Changes to Assigned Contract List and Cure Payments.** Any time after the Assumption Notice Deadline and before the date one (1) business day prior to the Sale Hearing, the Debtors are authorized but not directed, to (i) add previously omitted Assigned Contracts to the Assigned Contracts List as contracts that may be assumed and assigned to a Successful Bidder in accordance with the definitive agreement for the Sale, (ii) remove an Assigned Contract from the Assigned Contract List that a successful bidder proposes be assumed and assigned to it in connection with the Sale, or (iii) modify the previously stated Cure Payment associated with any Assigned Contract.
- e. Revised Assumption Notices and Objections Thereto.** If, after the Assumption Notice Deadline additional executory contracts or unexpired leases of the Debtors are determined to be Assigned Contracts in connection with the Sale, as soon as practicable thereafter and in no event less than one (1) business day before the date of the Sale Hearing, the Debtors shall file with the Court and serve, by overnight delivery, on the applicable Counterparties a supplemental or revised Assumption Notice, and such Counterparties shall file any Contract Objections not later than (a) the Sale

Objection Deadline in the event that such Assumption Notice was filed and served at least ten (10) days prior to the Sale Objection Deadline, (b) two (2) days prior to the Sale Hearing in the event that such Assumption Notice was filed and served at least seven (7) days prior to the commencement of the Sale Hearing, and (c) seven (7) days from the date such supplemental or revised Assumption Notice was filed and served in accordance with the above, in the event that such supplemental or revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing. In the event that such supplemental or revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, assumption of any Assigned Contract added to such supplemental or revised Assumption Notice will not be adjudicated at the Sale Hearing and will be set for a subsequent hearing.

- f. **Post-Auction Notice/Adequate Assurance Objections.** As soon as practicable after the Auction and in no event later than 12 hours after the Auction, the Debtors shall file with the Court and post on the case website, <https://cases.primeclerk.com/gnc>, the notice, substantially in the form attached hereto as **Exhibit 4** (the “*Post-Auction Notice*”), identifying any Successful Bidder and Back-Up Bidder(s), together with a copy of the Successful Bidder’s proposed purchase agreement and financial and other information regarding adequate assurance of future performance of Assigned Contracts by the Successful Bidder (including the name of the Successful Bidder and description of its business), and serve the Post-Auction Notice on the Counterparties by overnight delivery, and the Counterparties shall file any Contract Objections solely on the basis of adequate assurance of future performance by the Successful Bidder other than any Stalking Horse Bidder (each, an “*Adequate Assurance Objection*”) not later than the Adequate Assurance Objection Deadline.
- g. **Selected Assigned Contracts.** At the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Successful Bidder of only those Assigned Contracts that have been selected by the Successful Bidder to be assumed and assigned (collectively, the “*Selected Assigned Contracts*”); *provided* that, in the event the Successful Bidder is not the Stalking Horse Bidder, objections to adequate assurance of future performance of the Assigned Contracts by such Successful Bidder will be heard at a subsequent hearing, as set forth in paragraph 9 above. The inclusion of an Assigned Contract on an Assumption Notice will not (a) obligate the Debtors to assume any Assigned Contract listed thereon nor the Successful Bidder to take assignment of such Assigned Contract or (b) constitute any admission or agreement of the Debtors that such Assigned Contract is an executory contract.
- h. **Dispute Resolution.** To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to

the cure amount required to be paid to the applicable Counterparty under Bankruptcy Code sections 365(b)(1)(A) and (B) (any such dispute, a “**Cure Dispute**”), such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court; *provided, however,* that if the Contract Objection relates solely to a Cure Dispute, the Selected Assigned Contract may be assumed by the Debtors and assigned to the Successful Bidder, *provided* that the cure amount the Counterparty asserts is required to be paid under Bankruptcy Code section 365(b)(1)(A) and (B) (or such lower amount as agreed to by the Counterparty) is deposited in a segregated account by the Debtors pending the Court’s adjudication of the Cure Dispute or the parties’ consensual resolution of the Cure Dispute. Any counterparty to an Assigned Contract for which the Cure Payment is disputed as of or following the closing shall be entitled to request a prompt hearing in connection with such disputed Cure Payment, including fixing the liability, amount and timing of payment thereof.

- i. **Back-Up Bidder Adequate Assurance Objections.** In the event that a Successful Bidder does not consummate the Sale and a Back-Up Bidder has been previously identified, the Debtors shall file with the Court and post on the case website, <https://cases.primeclerk.com/gnc>, a Notice of Intent to Proceed with Back-Up Bid, together with a copy of the Back-Up Bidder’s proposed purchase agreement and financial and other information regarding adequate assurance of future performance of the Assigned Contracts by the Back-Up Bidder (including the name of the Back-Up Bidder and description of its business), and serve the Notice of Intent to Proceed with Back-Up Bid on the Counterparties by overnight delivery, and the Counterparties shall have seven (7) days to file and serve on the Objection Notice Parties a Contract Objection solely on the basis of adequate assurance of future performance by the Back-Up Bidder. If any objections are filed, the Debtors shall schedule a hearing, which may be expedited, upon reasonable notice under the circumstances (which shall be no less than ten (10) days after the Notice of Intent to Proceed with Back-Up Bid is filed), with respect to such Contract Objections.
- j. **Contract Assumption.** No Assigned Contract shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code until the later of (i) the date the Court has entered an order authorizing the assumption and assignment of such Assigned Contracts or (ii) the date the Sale has closed.

23. Any party failing to timely file an objection to the Cure Payment or the proposed assumption and assignment of an Assigned Contract listed on the Contract Assumption Notice is deemed to have consented to (a) such Cure Payment, (b) the assumption and assignment of such Assigned Contract, (c) the related relief requested in the Motion, and (d) the Sale. Such party shall

be forever barred and estopped from objecting to the Cure Payments, the assumption and assignment of the Assigned Contract, adequate assurance of future performance, the relief requested in the Motion, whether applicable law excuses such counterparty from accepting performance by, or rendering performance to, the Successful Bidder for purposes of section 365(c)(1) of the Bankruptcy Code, and from asserting any additional cure or other amounts against the Debtors and the Successful Bidder, as applicable, with respect to such party's Assigned Contract.

**V. Assumption Notice and Post-Auction Notice.**

24. The Assumption Notice attached hereto as **Exhibit 3** and the Post-Auction Notice attached hereto as **Exhibit 4** are hereby approved.

**VI. Back-Up Bidder.**

25. Following entry of the Sale Order, if the Successful Bidder fails to consummate the Successful Bid, the Debtors may, in consultation with the Consultation Parties, designate the Back-Up Bid to be the new Successful Bid and the Back-Up Bidder to be the new Successful Bidder, and, subject to resolution of any adequate assurance objections filed pursuant to paragraph 22(i) above, the Debtors will be authorized, but not required, to consummate the transaction with the Back-Up Bidder without further order of this Court, so long as such Back-Up Bid shall have been approved in connection with the Court's approval of the Successful Bid, or subject to Court approval if not. In such case of a breach or failure to perform on the part of the Successful Bidder and in such other circumstances as may be specified in the definitive documentation governing the Successful Bid, the defaulting Successful Bidder's deposit shall be forfeited to the Debtors. The Debtors' right to seek all available damages, including specific performance, from any defaulting Successful Bidder (including any Back-Up Bidder designated as a Successful Bidder) in accordance with the terms of the Bidding Procedures are reserved.

**VII. Miscellaneous.**

26. The failure to include or reference a particular provision of the Bidding Procedures specifically in this Order shall not diminish or impair the effectiveness or enforceability of such a provision.

27. In the event of any inconsistencies between this Order and the Motion, this Order shall govern in all respects. In the event of any inconsistencies between this Order and the Bidding Procedures, the Bidding Procedures shall govern in all respects.

28. Any substantial contribution claims by any Bidder are deemed waived, to the extent based solely on such Bidder's submission of a Bid in accordance with the Bidding Procedures.

29. This Order shall be binding on and inure to the benefit of the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

30. This Order shall constitute the findings of fact and conclusions of law.

31. To the extent this Order is inconsistent with any prior order or pleading with respect to the Motion in these cases, the terms of this Order shall govern.

32. To the extent any of the deadlines set forth in this Order do not comply with the Local Rules, such Local Rules are waived and the terms of this Order shall govern.

33. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

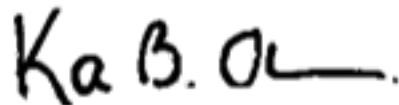
34. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

35. The Debtors shall serve this Order in accordance with all applicable rules and shall file a certificate of service evidencing compliance with this requirement.

36. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

37. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: July 22nd, 2020  
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Bidding Procedures**





Copies of the Bidding Procedures Order, the Plan, or any other documents in the Debtors' chapter 11 cases are available upon request to **Prime Clerk LLC**, by calling (844) 974-2132 (Domestic) or (347) 505-7137 (International), or by visiting <https://cases.primeclerk.com/GNC>.

**A. Potential Bidder.**

For purposes of the Bidding Procedures, a "Potential Bidder" shall refer to any person or entity interested in submitting a Bid.

**B. Due Diligence.**

(i) **Access to Due Diligence.**

Any Potential Bidder that (i) executes a confidentiality agreement on customary terms that are reasonably acceptable to the Debtors (a "Confidentiality Agreement"),<sup>3</sup> (ii) provides sufficient evidence, as reasonably determined by the Debtors in consultation with the Consultation Parties,<sup>4</sup> that the Potential Bidder intends to obtain due diligence and participate in the sale process for a bona fide purpose consistent with these Bidding Procedures and (iii) provides evidence of such Potential Bidder's financial capability to acquire the Assets, the adequacy of which will be assessed by the Debtors (with the assistance of their advisors) (any such Potential Bidder being referred to as an "Acceptable Bidder") will be eligible to receive due diligence materials and access to certain non-public information regarding the Assets. The Debtors will provide each Acceptable Bidder with such information as is reasonably contemplated to enable such Acceptable Bidder to make a Bid for Assets. The Debtors will also provide to each Acceptable Bidder reasonable due diligence information as requested by such Acceptable Bidder in writing, as soon as reasonably practicable after such request. The Debtors will post substantially all written due diligence provided to any Acceptable Bidder to the Debtors' electronic data room (the "Data Room"). The Debtors may restrict or limit access of an Acceptable Bidder to the Data Room if the Debtors determine, based on their reasonable business judgment and in consultation with the Consultation

<sup>3</sup> Potential Bidders may obtain a copy of a Confidentiality Agreement by contacting the Debtors' advisors listed below.

<sup>4</sup> Each "Consultation Party," and collectively, the "Consultation Parties" means: (i) counsel and financial advisors to the ad hoc group of holders of Tranche B-2 Obligations and FILO Term Loan Obligations represented by Milbank LLP (the "Crossover Ad Hoc Group"), (ii) counsel and financial advisors to the ad hoc group of holders of FILO Term Loan Obligations represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP (the "FILO Ad Hoc Group"); (iii) counsel and financial advisors to the official committee of unsecured creditors appointed in these Chapter 11 Cases (the "UCC") and (iv) counsel and financial advisors to the ad hoc group of holders of 1.5% Convertible Senior Notes Due 2020 issued by debtor GNC Holdings, Inc. comprised of Cowell & Lee Asia Credit Opportunities Fund, Luxor Capital Group, LP, Citadel LLC, and CIC Market Solutions; *provided*, that notwithstanding anything to the contrary in the foregoing, no person or entity that constitutes a Potential Bidder, Acceptable Bidder, Qualified Bidder, Stalking Horse Bidder, Successful Bidder or Back-Up Bidder (as determined by the Debtors, in their reasonable discretion) shall be deemed a Consultation Party for so long as such person constitutes a Potential Bidder, Acceptable Bidder, Qualified Bidder, Stalking Horse Bidder, Successful Bidder or Back-Up Bidder.

Parties, that certain information in the Data Room is sensitive, proprietary, or otherwise not appropriate for disclosure to such Acceptable Bidder.

The initial due diligence period will end on the Bid Deadline (as defined herein). Following the Bid Deadline, the Debtors may, in their reasonable discretion and in consultation with the Consultation Parties, furnish additional non-public information to a Qualified Bidder or Qualified Bidders that submitted a Qualified Bid (each as defined herein), but shall have no obligation to do so.

Each Potential Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors, regarding qualification as an Acceptable Bidder or Qualified Bidder, the terms of the Potential Bidder's Bid, or the ability of the Potential Bidder to acquire the Assets. Failure by a Potential Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors, in consultation with the Consultation Parties, to determine that such bidder is no longer a Potential Bidder or that any bid made by such Potential Bidder is not a Qualified Bid.

In connection with the provision of due diligence information to Acceptable Bidders, the Debtors will not furnish any confidential information relating to the Debtors, the Debtors' Assets or liabilities, or the Sale to any person except an Acceptable Bidder or such Acceptable Bidder's duly-authorized representatives, in each case, to the extent provided in the applicable Confidentiality Agreement.

The Debtors and their financial advisors will coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, have not established that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate their Bid. If the Debtors deny access or information to an Acceptable Bidder, the Debtors shall promptly inform the Consultation Parties. No conditions relating to the completion of due diligence will be permitted to exist after the Bid Deadline.

The Debtors also reserve the right, in consultation with the Consultation Parties, to withhold any diligence materials from an Acceptable Bidder who the Debtors reasonably determine in consultation with the Consultation Parties is a competitor of the Debtors or is affiliated with any competitor of the Debtors. Neither the Debtors nor their representatives will be obligated to furnish information of any kind whatsoever to any person that is not determined to be an Acceptable Bidder. The Debtors will make any diligence information available to any Stalking Horse Bidder if such diligence has been made available to any other Acceptable Bidder. Each Acceptable Bidder will be deemed to acknowledge and represent that it: (a) either directly or through its advisors has had an opportunity to conduct any and all due diligence regarding the Debtors' Assets and liabilities prior to making any Qualified Bid; (b) has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets and liabilities in making any Qualified Bid; and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the Debtors' Assets or liabilities, or the completeness of any information provided in connection therewith, except as expressly stated in

these Bidding Procedures or the Acceptable Bidder's proposed purchase agreement (including, in the case of any Stalking Horse Bidder, its Stalking Horse Agreement). Neither the Debtors nor any of their employees, officers, directors, affiliates, subsidiaries, representatives, agents, advisors, or professionals are responsible for, and will bear no liability with respect to, any information obtained by Acceptable Bidders in connection with the Sale.

**The Debtors have designated Evercore Group L.L.C., 55 E. 52nd Street, New York, NY 10055, Attn: William Jurist (William.Jurist@Evercore.com), Alexandra Vergeau (Alexandra.Vergeau@Evercore.com), and Ed Lee (Ed.Lee@Evercore.com), to coordinate all reasonable requests for additional information and due diligence access.**

(ii) **No Communications Among Acceptable Bidders.**

There must be no communications regarding the Debtors' sale process between and amongst Acceptable Bidders (including, for the avoidance of doubt, any Stalking Horse Bidder), unless the Debtors, in consultation with the Consultation Parties, have previously authorized such communication in writing. The Debtors reserve the right, in their reasonable business judgment, in consultation with the Consultation Parties, to disqualify any Acceptable Bidders that have communications between and amongst themselves.

**C. Stalking Horse Bidder and Bid Protections**

Up until August 3, 2020, subject to receiving the requisite approvals from the Required Sale Consenting Parties (as such term is defined in the Restructuring Support Agreement),<sup>5</sup> the Debtors shall be authorized, but not obligated, in the exercise of their business judgment and in consultation with the Consultation Parties, to: (i) select one or more Bidders to act as stalking horse bidders in connection with the Sale (each, a "Stalking Horse Bidder," and the bid of a Stalking Horse Bidder a "Stalking Horse Bid") and enter into purchase agreements with respect to a Sale with such Stalking Horse Bidder(s) (each, a "Stalking Horse Agreement") (which shall be binding, non-contingent, and accompanied by a Good Faith Deposit (as defined below)), (ii) provide a breakup fee (the "Breakup Fee"), (iii) agree to reimburse reasonable and documented out-of-pocket fees and expenses (the "Expense Reimbursement"), and/or (iv) agree to provide minimum overbid protections, all as reasonably acceptable to the Debtors, after consultation with the Consultation Parties, and as otherwise approved by the Court (together with the Breakup Fee and Expense Reimbursement, the "Bid Protections"). Subject to the below paragraph, no later than one business day after the selection of a Stalking Horse Bidder, the Debtors shall file a notice with the Court of such selection and a copy of an executed and binding Stalking Horse Agreement.

The Debtors will provide notice of each such Stalking Horse Bidder, Bid Protections (including the amount and calculation thereof) and how to obtain copies of the Stalking Horse Agreement (the "Stalking Horse Selection Notice"). Parties in interest may file objections to the designation of the Stalking Horse Bidder or any of the terms of the Stalking Horse Agreement,

<sup>5</sup> A copy of the Restructuring Support Agreement is attached as Exhibit B to the *Declaration of Tricia Toliver, Chief Financial Officer of GNC Holdings, Inc. in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 21].

including to any of the proposed Bid Protections, within seven days after service of the Stalking Horse Selection Notice (the “Stalking Horse Objection Deadline”). Regardless whether an objection to the designation of the Stalking Horse Bidder, the Stalking Horse Bid, and/or the proposed Bid Protections is received by the Stalking Horse Objection Deadline, the Debtors will present evidentiary support and seek approval of the Stalking Horse Bidder, Stalking Horse Bid and Bid Protections at a hearing of this Court at least ten days following the filing of the Stalking Horse Selection Notice.

The Debtors will file with the Court and serve on the counterparties to Assigned Contracts financial and other information demonstrating adequate assurance of future performance of the Assigned Contracts by any Stalking Horse Bidder (including the name of the Stalking Horse Bidder and a description of its business) on or prior to August 10, 2020.

Notwithstanding anything in these Bidding Procedures to the contrary, in the event that the Debtors do not file a Stalking Horse Selection Notice one business day after August 3, 2020, the Bid Deadline (defined below) will be extended to September 11, 2020, the Auction date will be extended to September 15, 2020 and the Sale Hearing will be extended to September 17, 2020 at 1:00 p.m., prevailing Eastern Time.

#### **D. Bid Requirements.**

To be eligible to participate in the Auction, a Potential Bidder other than a Stalking Horse Bidder (who the Debtors designate as a Stalking Horse Bidder) must deliver to the Debtors and their advisors, a written, irrevocable offer that must be determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, to satisfy each of the following conditions (collectively, the “Bid Requirements”):

- (i) **Purpose**. Each Potential Bidder must state that the Bid includes an offer by the Potential Bidder to purchase some or all of the Assets, and identify the Assets with reasonable specificity and the particular liabilities, if any, the Potential Bidder seeks to assume.
- (ii) **Purchase Price**. Each Bid must clearly set forth the purchase price to be paid for the Assets (the “Purchase Price”) and must (a) indicate the source of cash consideration, including funding commitments, and confirm that such consideration is not subject to any contingencies, and (b) identify separately the cash and non-cash components of the Purchase Price, which non-cash components shall be limited only to credit-bids and assumed liabilities. The Bid should include a detailed sources and uses schedule. The Purchase Price must include (i) an aggregate amount of cash sufficient to pay all DIP Facility Claims outstanding at the closing (or, if the holder of any such DIP Facility Claims so consents, such payment may be effected, in lieu of cash, by way of credit bid pursuant to section 363(k) of the Bankruptcy Code), (ii) (x) additional cash sufficient to pay in full all of the Allowed Tranche B-2 Term Loan Claims, or (y) to the extent the Required Lenders (as defined in the Tranche B-2 Term Loan Agreement) have agreed in their sole discretion on behalf of all Tranche B-2 Term Lenders, some other form of consideration (including, without limitation, any or a combination of cash and debt

and/or equity securities, as determined by such Required Lenders in their sole discretion), (iii) the assumption or payment in cash of all Allowed Administrative Claims, all Allowed Tax Priority Claims, all Allowed Other Priority Claims, and all Allowed Other Secured Claims, (iv) the payment of all cure amounts and all other amounts required to effect the assumption and assignment of all applicable executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code, and (v) the assumption of certain liabilities (other than any assumed liabilities referenced in clause (i) above) (collectively, the “Minimum Purchase Price”).<sup>6</sup> The Debtors’ advisors will provide the dollar amount of these claims upon request.

- (iii) **Minimum Bid.** The value of each Bid for all or substantially all of the Debtors’ Assets, as determined by the Debtors in their business judgment (in consultation with the Consultation Parties), must exceed (a) the Minimum Purchase Price, plus (b) the amount of the Bid Protections payable to any Stalking Horse Bidder, if applicable, plus (c) the minimum Bid increment of \$5 million (or such other amount as the Debtors may determine in consultation with the Consultation Parties, which amount may be less than \$5 million, including with respect to a Bid for less than all Assets). Each Bid seeking to acquire an individual asset or combination of assets that are less than all of the Debtors’ Assets must have a value that in the Debtors’ reasonable business judgment, in consultation with the Consultation Parties, either independently or in conjunction with one or more other Bids, exceeds the value that would be realized for such individual asset or combination of assets pursuant to a Bid for substantially all of the Debtors’ Assets. The Debtors and their advisors, in consultation with the Consultation Parties, will determine, in their reasonable business judgment, the value of any assumed liabilities in any Bid.
- (iv) **Bid Deposit.** Each Bid must be accompanied by a cash deposit (made by wire transfer or certified or cashier’s check) equal to 7.5% of the aggregate value of the cash and non-cash consideration of the Bid (the “Good Faith Deposit”), which will be held in a segregated account established by the Debtors in consultation with the Consultation Parties. To the extent a Qualified Bid is modified before, during, or after the Auction in any manner that increases the purchase price contemplated by such Qualified Bid, the Debtors reserve the right, in consultation with the Consultation Parties, to require that such Qualified Bidder increase its Good Faith Deposit so that it equals ten percent of the increased Purchase Price.
- (v) **Committed Financing.** If a Bid is not accompanied by evidence of the Potential Bidder’s capacity to consummate the Sale transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors’ satisfaction, in consultation with the Consultation Parties, that demonstrates that the Potential Bidder has received sufficient debt and/or equity funding commitments to satisfy the Potential Bidder’s Purchase Price and other obligations (including any assumed liabilities) under its Bid. Such funding commitments or other financing must not be subject to any internal approvals, syndication

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<sup>6</sup> Capitalized terms used but not defined in this sentence have the meanings ascribed in the Plan.

requirements, diligence, or credit committee approvals, and shall have covenants, conditions and term and termination provisions acceptable to the Debtors, in consultation with the Consultation Parties.

- (vi) **Pro Forma Capital Structure.** Each Bid must include a description of the Bidder's pro forma capital structure.
- (vii) **Good Faith Offer.** Each Bid must constitute a good faith, bona fide offer to purchase the Assets set forth in such Bid.
- (viii) **Marked Agreement.** The Debtors have drafted a form of purchase and sale Agreement (the "PSA") for parties interested in acquiring the Assets. The Debtors intend to provide copies of the form of PSA (or a Stalking Horse Agreement, if one exists) to all parties who express interest in submitting a Bid and will also make such form of PSA (or Stalking Horse Agreement) available in the electronic data room established by the Debtors in connection with their sale process. Each Bid must be accompanied by clean and duly executed transaction documents including, at a minimum, a draft purchase agreement, including the exhibits and schedules related thereto, and any related material documents integral to such Bid pursuant to which the Potential Bidder proposes to effectuate the Sale, along with redlines of such agreements marked to reflect any amendments and modifications from the PSA (or the Stalking Horse Agreement, if one exists), which amendments and modifications may not be inconsistent with these Bidding Procedures. Each such draft purchase agreement must provide for (i) payment in cash at closing of the Expense Reimbursement and the Breakup Fee payable to any Stalking Horse Bidder, and (ii) a representation that the Potential Bidder will: (a) with respect to a sale of the U.S. Assets, make all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), if applicable, and submit and pay the fees associated with all necessary filings under the HSR Act as soon as reasonably practicable; provided, however, that the timing and likelihood of receiving HSR Act approval will be a consideration in determining the highest or otherwise best Bid; or (b) with respect to a sale of the Canadian Assets, make all necessary filings under the (x) Competition Act (R.S.C., 1985, c. C-34, as amended (the "Competition Act")); and (y) Investment Canada Act, (R.S.C., 1985, c. 28 (1st Supp.)) (the "ICA"), if applicable, and submit and pay the fees associated with all necessary filings under the Competition Act as soon as reasonably practicable; provided, however, that the timing and likelihood of receiving Competition Act and ICA approval will be a consideration in determining the highest or otherwise best Bid. The documents contemplated by this Section C(viii) shall herein be referred to as the "Qualified Bid Documents".
- (ix) **Contracts and Leases; Employees.** Each Bid must identify an initial schedule, of each executory contract and unexpired lease to be assumed and assigned to the Potential Bidder in connection with the Sale. Each Bid must identify with specificity (i) the party responsible for satisfying cure amounts and other amounts that have accrued under assumed and assigned contracts and leases after the Petition Date and prior to Closing, including amounts that have accrued but not yet become

due prior to the Closing, (ii) the Debtors' store leases to be assumed and assigned to the Potential Bidder; and (iii) which of the Debtors' employees or groups thereof will be offered employment with the Potential Bidder to the extent it is the Successful Bidder and Closing occurs. Each Bid must expressly assume the Debtors' Compensation and Benefits Programs (as defined in the Plan).

- (x) **No Contingencies**. A Bid must contain a clear statement that it is not conditioned on any contingency, including, among others, on obtaining any of the following (a) financing, (b) shareholder, board of directors, or other approvals (including regulatory approvals), and/or (c) the outcome or completion of a due diligence review by the Potential Bidder.
- (xi) **Binding and Irrevocable**. A Potential Bidder's Bid must be irrevocable unless and until the Debtors accept a higher Bid and such Potential Bidder is not selected as the Back-Up Bidder (as defined herein). In the event a Bid is chosen as the Back-Up Bid (as defined below), it must remain irrevocable until the Debtors and the Successful Bidder consummate the Sale.
- (xii) **Joint Bids**. The Debtors will be authorized to approve joint Bids in their reasonable discretion, in consultation with the Consultation Parties, on a case-by-case basis.
- (xiii) **Adequate Assurance Information**. Each Bid must be accompanied by sufficient and adequate financial and other information (the "Adequate Assurance Information") to demonstrate, to the reasonable satisfaction of the Debtors, in consultation with the Consultation Parties, that such Potential Bidder (a) has the financial wherewithal and ability to consummate the acquisition of the Assets covered by the Bid (the "Closing"), and (b) can provide adequate assurance of future performance in satisfaction of the requirements under section 365(f)(2)(B) of the Bankruptcy Code, and the Potential Bidder's willingness to perform, under any contracts that are proposed to be assumed and assigned to such party. Such information, solely with respect to real estate leases, should include: (i) the exact name of the entity that will be designated as the proposed assignee of the leases; (ii) audited or, if not available, non-audited financial statements and any supplemental schedules for the calendar years ended 2018 and 2019 for the proposed assignee and any proposed guarantor; (iii) any documents regarding the proposed assignee's and any guarantor's experience in operating retail stores; (iv) the number of retail stores the proposed assignee and any guarantor operates and the trade names used; and (v) any additional evidence of the assignee's financial wherewithal, including available cash and any debt or equity commitments or other forms of liquidity post-closing. Such evidence may also include audited and unaudited financial statements, tax returns, bank account statements, a description of the proposed business to be conducted at the premises and/or any other documentation that the Debtors further request. The Bid must also identify a contact person that parties may contact to obtain additional Adequate Assurance Information.

- (xiv) **Identity**. Each Bid must fully disclose the identity of each entity that will be participating in connection with such Bid (including any equity owners or sponsors, if the purchaser is an entity formed for the purpose of consummating the acquisition of the Assets), and the complete terms of any such participation, along with sufficient evidence that the Potential Bidder is legally empowered, by power of attorney or otherwise, to complete the transactions on the terms contemplated by the parties. A Bid must also fully disclose any connections or agreements with the Debtors, any known, potential, prospective bidder, or Qualified Bidder (as defined herein), or any officer, director, or equity security holder of the Debtors.
- (xv) **Authorization**. Each Bid must contain evidence that the Potential Bidder has obtained authorization or approval from its board of directors and, if required, its shareholders (or a comparable governing body reasonably acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.
- (xvi) **No Fees**. (a) Each Potential Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction; (b) by submitting its Bid, each Potential Bidder agrees to waive its right to request or receive fees or reimbursement of expenses on any basis, including under section 503(b) of the Bankruptcy Code; and (c) each Bid must expressly state that the Bid does not entitle the Potential Bidder to any break-up fee, termination fee, expense reimbursement, or similar type of payment or reimbursement; *provided* that, subject to Bankruptcy Court approval, the Debtors are authorized in their discretion to provide the Bid Protections to one or more Stalking Horse Bidders in accordance with these Bidding Procedures, in consultation with the Consultation Parties.
- (xvii) **Adherence to Bidding Procedures**. By submitting its Bid, each Potential Bidder is agreeing to (a) abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the Auction after conclusion of the Auction and (b) serve as Back-Up Bidder, if its Bid is selected as the next highest or next best bid after the Successful Bid with respect to the applicable assets.
- (xviii) **Regulatory Approvals and Covenants**. A Bid must set forth each regulatory and third-party approval required for the Potential Bidder to consummate the applicable Sale, if any, and the time period within which the Potential Bidder expects to receive such governmental, licensing, regulatory, or third-party approvals (and in the case that receipt of any such approval is expected to take more than thirty days following execution and delivery of the asset purchase agreement, those actions the Potential Bidder will take to ensure receipt of such approvals as promptly as possible).
- (xix) **As-Is, Where-Is**. Each Bid must include a written acknowledgement and representation that the Potential Bidder (a) has had an opportunity to conduct any and all due diligence regarding the Debtors' Assets and liabilities prior to making



its Bid, (b) has relied solely upon its own or its advisors' independent review, investigation, and/or inspection of any documents and/or the Assets and liabilities in making its Bid, and (c) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Assets, liabilities, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Potential Bidder's proposed purchase agreement for the Assets.

- (xx) **Time Frame for Closing**. A Bid by a Potential Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid (as defined herein), within a time frame reasonably acceptable to the Debtors in consultation with the Consultation Parties.
- (xxi) **Consent to Jurisdiction**. The Potential Bidder must submit to the jurisdiction of the Bankruptcy Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, the Auction, the construction and enforcement of these Bidding Procedures, the Plan, the Sale documents, and the Closing, as applicable.

Bids fulfilling all of the preceding requirements, as determined by the Debtors and their advisors, in their reasonable business judgment and in consultation with the Consultation Parties, will be deemed to be "Qualified Bids," and those parties submitting Qualified Bids will be deemed to be "Qualified Bidders." For the avoidance of doubt, and notwithstanding anything herein, any Stalking Horse Bidder (who complies with the Bid Requirements) will be deemed to be Qualified Bidder and any Stalking Horse Agreements will be deemed Qualified Bids, which qualify such Stalking Horse Bidder to participate in the Auction (if any). If a Stalking Horse Bid is chosen as the Successful Bid, the rights and obligations of the Stalking Horse Bidder shall be as set forth in the Stalking Horse Agreement (as the same may be modified in connection with the Auction). If a Stalking Horse Bid is selected as the Back-Up Bid, it must remain irrevocable only for so long as is required under the Stalking Horse Agreement.

All information disclosed by any Potential Bidder in connection with all of the preceding requirements will be made available by the Debtors to the Consultation Parties promptly upon the Debtors' receipt thereof but in any event no later than the earlier of one business day or two calendar days following the Debtors' receipt of such information; *provided* that the Debtors shall provide any Stalking Horse Bidder with the number of Qualified Bids received and the amount of each respective Qualified Bid; *provided, further*, that any confidential financing and/or equity commitment documents received from a Potential Bidder shall only be shared with the Consultation Parties on a professional-eyes'-only basis. The Debtors reserve the right, in consultation with the Consultation Parties, to work with any Potential Bidder in advance of the Auction to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid.

In addition, the Debtors, with the consent of the Consultation Parties, reserve the right to waive any of the Qualified Bid requirements set forth above and deem a Bid to be a Qualified Bid

notwithstanding any non-compliance with such requirements. Within three business days after the Bid Deadline, the Debtors and their advisors, in consultation with the Consultation Parties, will determine which Potential Bidders are Qualified Bidders and will notify the Potential Bidders whether Bids submitted constitute, alone or together with other Bids, Qualified Bids so as to enable such Qualified Bidders to bid at the Auction. Any Bid that is not deemed a Qualified Bid will not be considered by the Debtors.

**Subject to paragraph C above, Qualified Bids must be received by each of the Debtors' advisors so as to be actually received no later than September 4, 2020, at 4:00 p.m., prevailing Eastern Time (the "Bid Deadline").**

**E. Evaluation of Qualified Bids.**

Prior to the Auction, the Debtors and their advisors will evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' reasonable business judgment, in consultation with the Consultation Parties, the highest or otherwise best Bid (the "Starting Bid"). In determining the Starting Bid, the Debtors will take into account, among other things, (i) the amount and nature of consideration offered in each Qualified Bid, (ii) the impact on customers, vendors, and employees, (iii) the certainty of a Qualified Bid leading to a confirmed plan, and (iv) the execution risk attendant to any submitted Bids, (v) the number, type, and nature of any changes to the PSA (or Stalking Horse Agreement, if one exists), if any, requested by the Qualified Bidder, including the type and amount of Assets sought and obligations to be assumed in the Qualified Bid; (vi) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Qualified Bid, (vii) the tax consequences of such Qualified Bid, (viii) the impact on employees, including the number of employees proposed to be transferred and the Employee Obligations; (ix) the assumption of liabilities, including obligations under contracts and leases, and (x) the cure amounts to be paid (collectively, the "Evaluation Criteria"). Not later than two business days prior to the date of the Auction, the Debtors will (1) notify the Consultation Parties as to which Qualified Bid is the Starting Bid and (2) distribute copies of the Starting Bid to each Qualified Bidder who has submitted a Qualified Bid and the Consultation Parties.

If any Bid is determined by the Debtors not to be a Qualified Bid, the Debtors will refund such Potential Bidder's Good Faith Deposit and all accumulated interest thereon on or within ten business days, or as soon as reasonably practicable thereafter, after the Bid Deadline.

**F. Only One Qualified Bid.**

If only one Qualified Bid is received by the Bid Deadline and such Bid is acceptable to the Debtors after consultation with the Consultation Parties, then the Auction will not occur, the sole Bidder will be deemed the Successful Bidder, and the Debtors will pursue entry of an order by the Bankruptcy Court approving and authorizing the Sale to the sole Bidder at the Sale Hearing (as defined herein).

**G. Credit Bidding and Credit Bid Backup Bid.**

At the Auction, any Qualified Bidder who has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Creditor") shall have the right to credit bid all or a portion of such

Secured Creditor's allowed claims pursuant to section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral securing such claim; *provided, further* that a credit bid shall not constitute a Qualified Bid if the bid does not include a cash component sufficient to pay in full, in cash, all claims for which there are valid, perfected and unavoidable liens on any Assets included in such Bid that are senior in priority to those of the party seeking to credit bid (unless such senior lien holder consents to alternative treatment) and to pay in full, in cash, any Bid Protections of any Stalking Horse Bidder; *provided, further*, that any Secured Creditor, other than the prepetition Term Loan agent, DIP Term Agent, prepetition ABL FILO agent, or the DIP ABL FILO Agent, that intends to participate in the Auction with a Bid that includes a credit bid shall, as a condition to such participation, (i) notify the Debtors at least five (5) calendar days prior to the Bid Deadline that it intends to submit a credit bid, and (ii) provide all documentation requested by the Debtors to establish the lien, claims, and encumbered assets that will be the subject of the Secured Creditor's potential credit bid. For the avoidance of doubt, a Secured Creditor shall be required to provide cash consideration in respect of any Assets to be acquired but that do not constitute collateral securing such Secured Creditor's claim(s).

With respect to a Bid for its own leases, a non-Debtor lease counterparty may credit bid only an amount equal to the cure amount for such lease that is mutually acceptable to the Debtors (in consultation with the Consultation Parties) and such lease counterparty or such other amount as may be determined by the Court. The lease counterparty shall receive a dollar-for-dollar credit in the amount of its credit bid when such lease counterparty bids for its own lease.

## **H. Auction.**

If more than one Qualified Bid is received by the Bid Deadline, the Debtors will conduct the Auction with respect to the Debtors' Assets. For the avoidance of doubt, the Debtors may also conduct more than one Auction with respect to non-overlapping material portions of the Debtors' Assets. Subject to paragraph C above, the Auction will commence on **September 8, 2020, at 10:00 a.m., prevailing Eastern Time**, at the offices of Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, telephonically, or by video via Zoom, or such later time or other place as the Debtors will timely notify all other Qualified Bidders, in consultation with the Consultation Parties.

The Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

- (i) the Auction will be conducted openly;
- (ii) only the Qualified Bidders, including any Stalking Horse Bidder, will be entitled to bid at the Auction;
- (iii) the Qualified Bidders, including any Stalking Horse Bidder, must appear in person, telephonically, or by video via Zoom, or through duly-authorized representatives at the Auction;
- (iv) only the duly-authorized representatives of each of the Qualified Bidders (including any Stalking Horse Bidder) and the Consultation Parties will be permitted to attend

the Auction; *provided* that, in addition, any party in interest that requests permission from the Debtors to attend the Auction shall also be permitted to attend ;

- (v) bidding at the Auction will begin at the Starting Bid;
- (vi) subsequent Bids at the Auction, including any Bids by any Stalking Horse Bidder, must be made in minimum increments of \$5 million (or such other amount as the Debtors may determine in consultation with the Consultation Parties, which amount may be higher or lower than \$5 million) of additional value, if applicable;
- (vii) each Qualified Bidder will be informed of the terms of the previous Bids and the Debtors shall, during the course of the Auction, promptly inform each Qualified Bidder of which subsequent Bids reflect, in the Debtors' reasonable business judgment, and in consultation with the Consultation Parties, the highest or otherwise best bid(s) for the applicable Assets;
- (viii) the Auction will be transcribed to ensure an accurate recording of the bidding at the Auction;
- (ix) each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the Sale;
- (x) the Auction will not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an overbid at the Auction to the then prevailing highest or otherwise best Bid, subject to the Debtors' right to require, in consultation with the Consultation Parties, last and final Bids to be submitted on a "blind" basis;
- (xi) the Debtors reserve the right, in their reasonable business judgment and in consultation with the Consultation Parties, to adjourn the Auction one or more times to, among other things, (a) facilitate discussions between the Debtors and Qualified Bidders, (b) allow Qualified Bidders to consider how they wish to proceed, and (c) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, may require to establish that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount; and
- (xii) the Auction will be governed by such other Auction Procedures as may be announced by the Debtors and their advisors, after consultation with the Consultation Parties, from time to time on the record at the Auction; *provided* that such other Auction Procedures are (a) not inconsistent with the Bidding Procedures Order, the Bankruptcy Code, or any other order of the Bankruptcy Court, (b) disclosed orally or in writing to all Qualified Bidders and other attendees at the Auction and recorded on the record, and (c) determined by the Debtors, in good faith and in consultation with the Consultation Parties, to further the goal of attaining the highest or otherwise best offer for the Assets.

To remain eligible to participate in the Auction for a particular Asset, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding highest or otherwise best Bid submitted by a Qualified Bidder in such round of bidding, and (ii) to the extent a Qualified Bidder fails to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding highest or otherwise best Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors, in their reasonable business judgment and in consultation with the Consultation Parties, such Qualified Bidder shall be disqualified from continuing to participate in the Auction for such Asset.

For the avoidance of doubt, nothing in the Auction Procedures will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors in consultation with their outside legal counsel).

#### **I. Acceptance of the Successful Bid or Successful Bids.**

Upon the conclusion of the Auction (if such Auction is conducted), the Debtors, in the exercise of their reasonable business judgment and in consultation with the Consultation Parties, will identify the highest or otherwise best Qualified Bid or Qualified Bids for the Assets (each, a “Successful Bid,” and each person or entity submitting a Successful Bid, a “Successful Bidder”), which will be determined by considering, among other things, (a) the type and amount of Assets sought to be purchased in the Bid or Bids and whether such Assets should or can be severed from other Assets (whether subject to competing Bids or otherwise), (b) the total expected consideration to be received by the Debtors, taking into account any Stalking Horse Bidder’s rights to any Bid Protections, (c) the Qualified Bidder or Qualified Bidders’ ability to close a transaction and the timing thereof (including any anticipated delays to Closing and the cost to the Debtors of such delays), and other matters affecting the execution risk associated with a particular Bid or Bids, (d) the expected net benefit to the estates, taking into account any Stalking Horse Bidder’s rights to any Bid Protections, (e) the impact on customers, vendors, and employees, (f) the certainty of the Debtors being able to confirm a plan (whether the Plan or some other plan), and (g) any other criteria, including the Evaluation Criteria, as may be considered by the Debtors in their reasonable business judgment (including the consideration of any considerations raised by the Consultation Parties that the Debtors determine, in their reasonable business judgment, are pertinent to the decision of the highest or otherwise best Bid). The Successful Bidder or Successful Bidders and the Debtors shall, as soon as commercially reasonably practicable after the conclusion of the Auction, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which such Successful Bid or Successful Bids were made.

The Debtors shall file a notice in substantially the form annexed to the Bidding Procedures Order as Exhibit 4 (the “Post-Auction Notice”) identifying the Successful Bidder(s), together with financial and other information demonstrating adequate assurance of future performance of Assigned Contracts (including the name of the Successful Bidder and a description of its business) and the proposed asset purchase agreement(s) with the Successful Bidder(s), no later than 12 hours after the conclusion of the Auction. Such Post-Auction Notice shall also identify the Back-Up Bidder(s) and contain either (i) a summary of the material terms of the Back-Up Bid(s) or (ii) proposed asset purchase agreement(s) with the Back-Up Bidder(s).

The Debtors will present the results of the Auction to the Bankruptcy Court at the Sale Hearing, at which certain findings will be sought from the Bankruptcy Court regarding the Auction, including, among other things, that (a) the Auction was conducted, and the Successful Bidder or Successful Bidders were selected, in accordance with these Bidding Procedures, (b) the Auction was fair in substance and procedure, and (c) consummation of the Successful Bid or Successful Bids will provide the highest or otherwise best value for the Debtors' Assets and is in the best interests of the Debtors' estates.

If an Auction is held, the Debtors will be deemed to have accepted a Qualified Bid only when (a) such Qualified Bid is declared a Successful Bid at the Auction, and (b) definitive documentation has been executed in respect thereof. Such acceptance is conditioned upon approval by the Bankruptcy Court of the Successful Bid or Successful Bids and entry of an order approving such Successful Bid or Successful Bids (the "Sale Order"), which Sale Order may be (but is not required to be) the order confirming the Plan or another chapter 11 plan.

**J. Sale Hearing.**

Subject to paragraph C above, a hearing before the Bankruptcy Court to consider approval of the Successful Bid or Successful Bids (the "Sale Hearing"), pursuant to which the Debtors and the Successful Bidder or Successful Bidders will consummate the Sale, will be held on **September 14, 2020, at 1:00 p.m.**, prevailing Eastern Time, before the Bankruptcy Court. The Sale Hearing may also be the hearing to consider confirmation of the Plan or another chapter 11 plan.

**The Sale Hearing may be continued to a later date by the Debtors, in consultation with the Consultation Parties, by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.**

At the Sale Hearing, the Debtors will present the Successful Bid or Successful Bids to the Bankruptcy Court for approval.

**K. Designation of Back-Up Bidder or Back-Up Bidders.**

If for any reason the Successful Bidder or Successful Bidders fail to consummate the sale contemplated by the Qualified Bid or Qualified Bids within the time permitted after the entry of the Confirmation Order approving the Sale to the Successful Bidder or Successful Bidders, then the Qualified Bidder or Qualified Bidders with the next-highest or otherwise second-best Bid or Bids for the applicable Assets (each, a "Back-Up Bidder"), as determined by the Debtors after consultation with their advisors and the Consultation Parties, at the conclusion of the Auction and announced at that time to all the Qualified Bidders participating therein, will automatically be deemed to have submitted the highest or otherwise best Bid or Bids (each, a "Back-Up Bid"), and the Debtors will be authorized, but not required, to consummate the transaction pursuant to the Back-Up Bid or Back-Up Bids as soon as commercially reasonably practicable pursuant to the expedited procedures set forth in the Bidding Procedures Order.

Upon designation of the Back-Up Bidder or Back-Up Bidders at the Auction, the Back-Up Bid or Back-Up Bids must remain open until the Closing of the Successful Bid or Successful Bids, as applicable.

**L. Return of Good Faith Deposit to Qualified Bidders that Submit Qualified Bids.**

The Good Faith Deposit of the Successful Bidder or Successful Bidders will, upon consummation of the Successful Bid or Successful Bids, become property of the Debtors' estates and be credited to the portion of the Purchase Price. If the Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable) fails to consummate the Successful Bid or Successful Bids (or Back-Up Bid or Back-Up Bids, if applicable), then the Good Faith Deposit of such Successful Bidder or Successful Bidders (or Back-Up Bidder or Back-Up Bidders, if applicable) will be irrevocably forfeited to the Debtors and may be retained by the Debtors as damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors, in each case, subject to the terms and conditions of the purchase agreement(s) with the Successful Bidder(s) or Back-Up Bidder(s), as applicable.

The Good Faith Deposit of any unsuccessful Qualified Bidders (except for the Back-Up Bidder or Back-Up Bidders) will be returned within the earlier of five business days after the conclusion of the Auction or upon the permanent withdrawal of the proposed Sale of the Debtors' Assets. The Good Faith Deposit of the Back-Up Bidder or Back-Up Bidders, if any, will be returned to such Back-Up Bidder or Back-Up Bidders no later than five business days after the Closing with the Successful Bidder or Successful Bidders for the Assets bid upon by such Back-Up Bidder or Back-Up Bidders.

Except as set forth in the first paragraph of this Section K, all deposits shall be held in a segregated account maintained by the Debtors and at no time shall be deemed property of the Debtors' estates absent further order of the Bankruptcy Court.

**M. Reservation of Rights.**

The Debtors reserve their rights, in consultation with the Consultation Parties, to modify these Bidding Procedures in good faith, including by setting procedures for an Auction, to further the goal of attaining the highest or otherwise best offer for the Assets, or impose, at or prior to the Auction, additional customary terms and conditions on the Sale of the Assets. The Debtors shall provide notice of any such modification to any Qualified Bidder, including any Stalking Horse Bidder.

All parties expressly reserve all of their rights (and do not waive any such rights) to seek Bankruptcy Court relief with regard to the Auction, the Bidding Procedures, the Sale, and any related items (including, if necessary, to seek an extension of the Bid Deadline). All Consultation Parties will be permitted to seek relief from the Bankruptcy Court on an expedited basis if they disagree with any actions or decision made by the Debtors as part of these Bidding Procedures or during the Auction. The rights of all Consultation Parties with respect to the outcome of the Auction are reserved.

For the avoidance of doubt and notwithstanding anything herein to the contrary, nothing in these Bidding Procedures shall, or shall be construed to, in any way amend, impair, prejudice,

alter, or otherwise modify the terms of the RSA or the Debtors' debtor-in-possession financing facilities, or the rights of any party thereunder.

**N. Consent to Jurisdiction.**

All Qualified Bidders at the Auction will be deemed to have consented to the jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Sale, the Auction, the construction and enforcement of these Bidding Procedures, and/or the Indication of Interest Documents, as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, the Auction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to a Sale if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Bankruptcy Court on an expedited basis.

**O. Fiduciary Out.**

Nothing in these Bidding Procedures will require any director, manager or officer of any Debtor to take any action, or to refrain from taking any action, with respect to these Bidding Procedures, that would violate his or her fiduciary duties to any Debtor.

**P. Sale Is As Is/Where Is.**

The Assets sold pursuant to these Bidding Procedures will be conveyed at the Closing in their then present condition, "as is, with all faults, and without any warranty whatsoever, express or implied," except as otherwise expressly provided in the purchase agreement with the Successful Bidder.

\* \* \* \* \*



**Exhibit 2**

**Sale Notice**



bidders should carefully read the Bidding Procedures Order and the Bidding Procedures in their entirety.<sup>3</sup>

### **CONTACT PERSON FOR PARTIES INTERESTED IN SUBMITTING A BID**

The Bidding Procedures set forth the requirements for becoming a Qualified Bidder and submitting a Qualified Bid, and any party interested in making an offer to purchase the Assets must comply strictly with the Bidding Procedures. Only Qualified Bids will be considered by the Debtors, in accordance with the Bidding Procedures.

**Any interested bidder should contact, as soon as possible:**

**Evercore Group L.L.C., 55 E. 52nd Street New York, NY 10055 Attn: William Jurist (William.Jurist@Evercore.com), Alexandra Vergeau (Alexandra.Vergeau@Evercore.com), and Ed Lee (Ed.Lee@Evercore.com).**

### **OBTAINING ADDITIONAL INFORMATION**

Copies of the Bidding Procedures Motion, the Bidding Procedures, and the Bidding Procedures Order, as well as all related exhibits, and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <https://cases.primeclerk.com/gnc> or by calling (877) 422-5170 (Domestic) or (917) 947-2680 (International).

### **IMPORTANT DATES AND DEADLINES<sup>4</sup>**

1. **Bid Deadline.** Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, the deadline to submit a Qualified Bid is **September 4, 2020 at 4:00 p.m. (prevailing Eastern Time)**.
2. **Auction.** If more than one Qualified Bid is received by the Bid Deadline, the Debtors will conduct the Auction with respect to the Debtors' Assets. Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, the Auction will commence on **September 8, 2020, at 10:00 a.m., prevailing Eastern Time**, at the offices of Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, telephonically, or by video via Zoom, or such later time or other place as the Debtors will timely notify all Qualified Bidders, in consultation with the Consultation Parties. Only the Debtors, the Consultation Parties, and Qualified Bidders will be permitted to attend the Auction; *provided* that, in addition, any party in interest that requests permission from the Debtors to attend the Auction shall also be permitted to attend. Only Qualified Bidders will be entitled to make overbids at the Auction. **All interested or potentially affected**

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<sup>3</sup> To the extent of any inconsistencies between the Bidding Procedures and the summary descriptions of the Bidding Procedures in this notice, the terms of the Bidding Procedures shall control in all respects.

<sup>4</sup> The following dates and deadlines may be extended by the Debtors or the Court pursuant to the terms of the Bidding Procedures and the Bidding Procedures Order.

parties should carefully read the **Bidding Procedures and the Bidding Procedures Order**.

3. **Auction Objection and Sale Objection Deadlines.** Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, the deadline to file an objection to (i) the Sale and/or (ii) the potential assumption or assumption and assignment of the Assigned Contracts and cure amounts related thereto (except as otherwise set forth in the Assumption Procedures) is **August 21, 2020 at 4:00 pm. (prevailing Eastern Time)** (the “***Sale Objection Deadline***”). If the Auction is held, subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, the deadline to file an objection to the conduct of the Auction, and the choice of Successful Bidder and/or Back-Up Bidder is **September 9, 2020 at 4:00 pm. (prevailing Eastern Time)** (the “***Auction Objection Deadline***”).
4. **Sale Hearing.** Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, a hearing (the “***Sale Hearing***”) to consider approval of the proposed Sale **free and clear of all liens, claims, interests and encumbrances** will be held on **September 14, 2020 at 1:00 p.m. (prevailing Eastern Time)** before the Honorable Karen B. Owens, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6th Floor, Wilmington, Delaware 19801, or at such other place (which may be by video conference) and time as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction. The Debtors have the right to adjourn or cancel the Auction at or prior to the Auction.
5. **Adequate Assurance Objection.** Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, in the event the Successful Bidder is not the Stalking Horse Bidder, objections to adequate assurance of future performance of the Assigned Contracts by such Successful Bidder must be filed with the Court and served on the Objection Notice Parties no later than **September 15, 2020 at 8:00 p.m., (prevailing Eastern Time)** (“***Adequate Assurance Objection Deadline***”).
6. **Adequate Assurance Hearing.** Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, in the event the Successful Bidder is not the Stalking Horse Bidder, objections to adequate assurance of future performance of the Assigned Contracts by such Successful Bidder will be heard by the Court on **September 18, 2020 at 2:00 p.m. (prevailing Eastern Time)** (the “***Adequate Assurance Hearing***”) before the Honorable Karen B. Owens, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6th Floor, Wilmington, Delaware 19801, or at such other place (which may be by video conference) and time as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction.

### **FILING OBJECTIONS**

Sale Objections, Auction Objections, and Adequate Assurance Objections, if any, must (a) be in writing, (b) state, with specificity, the legal and factual bases thereof, (c) be filed with the Court by no later than **the Sale Objection Deadline, Auction Objection Deadline, or Adequate**

**Assurance Objection Deadline**, as applicable, and (d) be served on (i) co-counsel to the Debtors, (A) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Richard A. Levy (richard.levy@lw.com) and Caroline A. Reckler (caroline.reckler@lw.com), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor (mnestor@ycst.com) and Kara Hammond Coyle (kcoyle@ycst.com); (ii) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com); (iii) counsel to the Ad Hoc FILO Term Lender Group (A) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (B) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (iv) counsel to the Ad Hoc Group of Crossover Lenders (A) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (v) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); and (vi) counsel to the Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020 Attn: Jeffrey Cohen and Lindsay H. Sklar (emails: jcohen@lowenstein.com and lsklar@lowenstein.com) and One Lowenstein Drive, Roseland, NJ 070686, Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree and Colleen M. Maker (email: metkin@lowenstein.com, msavetsky@lowenstein.com, nfulfree@lowenstein.com, and cmaker@lowenstein.com).

### **CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

*Any party who fails to make a timely Sale Objection on or before the Sale Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any Sale Objection, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances and other interests.*

*Any party who fails to make a timely Auction Objection on or before the Auction Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any Auction Objection, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances and other interests.*

*Any party who fails to make a timely Adequate Assurance Objection on or before the Adequate Assurance Objection Deadline in accordance with the Bidding Procedures Order and this Notice shall be forever barred from asserting any Adequate Assurance Objection, including with respect to the transfer of the assets free and clear of all liens, claims, encumbrances and other interests.*

**NO SUCCESSOR LIABILITY**

*The Sale will be free and clear of, among other things, any claim arising from any conduct of the Debtors prior to the closing of the Sale, whether known or unknown, whether due or to become due, whether accrued, absolute, contingent or otherwise, so long as such claim arises out of or relates to events occurring prior to the closing of the Sale. Accordingly, as a result of the Sale, the Successful Bidder will not be a successor to any of the Debtors by reason of any theory of law or equity, and the Successful Bidder will have no liability, except as expressly provided in the Successful Bidder's asset purchase agreement, for any liens, claims, encumbrances and other interests against or in any of the Debtors under any theory of law, including successor liability theories.*

**Exhibit 3**

**Assumption Notice**





**PLEASE TAKE FURTHER NOTICE** that, subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, a hearing (the “*Sale Hearing*”) to consider approval of the proposed Sale free and clear of all liens, claims, interests and encumbrances will be held on **September 14, 2020 at 1:00 p.m. (prevailing Eastern Time)** before the Honorable Karen B. Owens, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6th Floor, Wilmington, Delaware 19801, or at such other place (which may be by video conference) and time as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction. The Debtors have the right to adjourn or cancel the Auction at or prior to the Auction.

**PLEASE TAKE FURTHER NOTICE** that the Bidding Procedures Order, among other things, established procedures for (a) the assumption of certain executory contracts and unexpired leases that the Debtors believe they might seek to assume and assign to the Successful Bidder in connection with a Sale (collectively, the “*Assigned Contracts*”) and (b) the determination of related Cure Costs (as defined below). The Debtors are parties to numerous Assigned Contracts and, in accordance with the Bidding Procedures Order, hereby file this notice identifying (x) the Assigned Contracts, which may be assumed and assigned to the Successful Bidder in connection with a Sale, if one occurs and (y) the proposed amounts, if any, the Debtors believe are owed to the counterparty to the Assigned Contract to cure any defaults or arrears existing under the Assigned Contract (the “*Cure Costs*”), both as set forth on **Exhibit 1** attached hereto. Other than the Cure Costs listed on **Exhibit 1**, the Debtors are not aware of any amounts due and owing under the Assigned Contracts listed therein.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS A COUNTERPARTY TO A CONTRACT OR LEASE THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE.** *The presence of an Assigned Contract listed on Exhibit 1 attached hereto does not constitute an admission that such Assigned Contract is an executory contract or unexpired lease or that such Assigned Contract will be assumed and assigned as part of the Sale. The Debtors reserve all of their rights, claims and causes of action with respect to the Assigned Contracts listed on Exhibit 1 attached hereto.*

Pursuant to the Assumption Procedures, objections to the proposed assumption and assignment of an Assigned Contract (a “*Contract Objection*”), including any objection relating to the Cure Cost or adequate assurance of future performance by any Stalking Horse Bidder, must (a) be in writing; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount and the legal and factual bases for any unliquidated cure amount that the Counterparty believes is required to be paid under Bankruptcy Code sections 365(b)(1)(A) and (B) for the applicable Assigned Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto; (d) be served on (i) co-counsel to the Debtors, (A) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Richard A. Levy (richard.levy@lw.com) and Caroline A. Reckler (caroline.reckler@lw.com), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor (mnestor@ycst.com) and Kara Hammond Coyle (kcoyle@ycst.com); (ii) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: [trigg.erin@dorsey.com](mailto:trigg.erin@dorsey.com) and [kohn.samuel@dorsey.com](mailto:kohn.samuel@dorsey.com)); (iii)

counsel to the Ad Hoc FILO Term Lender Group (A) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (B) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (iv) counsel to the Ad Hoc Group of Crossover Lenders (A) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (v) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); and (vi) counsel to the Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020 Attn: Jeffrey Cohen and Lindsay H. Sklar (emails: jcohen@lowenstein.com and lsklar@lowenstein.com) and One Lowenstein Drive, Roseland, NJ 070686, Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree and Colleen M. Maker (email: metkin@lowenstein.com, msavetsky@lowenstein.com, nfulfree@lowenstein.com, and cmaker@lowenstein.com) (collectively, the “**Objection Notice Parties**”), and (e) be filed with the Clerk of the Court and served by no later than **August 21 2020, at 4:00 p.m. (prevailing Eastern Time)**, subject to extension as set forth in paragraph 10 of the Bidding Procedures Order.

Any objections solely to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance (each, an “**Adequate Assurance Objection**”) must be filed with the Court and served on the Objection Notice Parties no later than **September 15, 2020 at 8:00 p.m. (prevailing Eastern Time)**, subject to extension as set forth in paragraph 10 of the Bidding Procedures Order.

Subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, in the event the Successful Bidder is not the Stalking Horse Bidder, objections to adequate assurance of future performance of the Assigned Contracts by such Successful Bidder will be heard by the Court on **September 18, 2020 at 2:00 p.m. (prevailing Eastern Time)** (the “**Adequate Assurance Hearing**”) before the Honorable Karen B. Owens, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6th Floor, Wilmington, Delaware 19801, or at such other place (which may be by video conference) and time as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction.

**IF A COUNTERPARTY TO AN ASSIGNED CONTRACT FILES A CONTRACT OBJECTION IN A MANNER THAT IS CONSISTENT WITH THE REQUIREMENTS SET FORTH ABOVE, AND THE PARTIES ARE UNABLE TO CONSENSUALLY RESOLVE THE DISPUTE PRIOR TO THE SALE HEARING, THE AMOUNT TO BE PAID OR RESERVED WITH RESPECT TO SUCH OBJECTION WILL BE DETERMINED AT THE SALE HEARING, SUCH LATER HEARING DATE THAT THE DEBTORS DETERMINE IN THEIR DISCRETION, OR SUCH OTHER DATE DETERMINED BY THE COURT. ALL OTHER OBJECTIONS TO THE PROPOSED ASSUMPTION OR PROPOSED ASSUMPTION AND ASSIGNMENT OF THE DEBTORS’ RIGHT, TITLE, AND INTEREST IN, TO, AND UNDER THE ASSIGNED**

**CONTRACTS WILL BE HEARD AT THE SALE HEARING OR, WITH RESPECT TO ADEQUATE ASSURANCE OBJECTIONS, THE ADEQUATE ASSURANCE HEARING.**

**PLEASE TAKE FURTHER NOTICE** that although the Debtors have made a good-faith effort to identify all Assigned Contracts that might be assumed and assigned in connection with a Sale, the Debtors or the Successful Bidder may identify certain other executory contracts that should be assumed and assigned in connection with a Sale. Accordingly, the Debtors have reserved the right, at any time until the date one (1) business day prior to the Sale Hearing, to (i) supplement the list of Assigned Contracts on this Assumption Notice with previously omitted Assigned Contracts in accordance with the definitive agreement for a Sale, (ii) remove an Assigned Contract from the list of contracts ultimately selected as a Assigned Contract that may be assumed and assigned in connection with a Sale, and/or (iii) modify the previously stated Cure Costs associated with any Assigned Contract.

**PLEASE TAKE FURTHER NOTICE** that in the event that the Debtors supplement the list of Assigned Contracts or modify the previously stated Cure Costs for a particular Assigned Contract, the Debtors will promptly file and serve, and in no event less than one (1) business day before the date of the Sale Hearing, a revised Assumption Notice on each counterparty affected. Such counterparties shall file any Contract Objections with respect to the revised Assumption Notice not later than (i) the Contract Objection Deadline in the event that the revised Assumption Notice was filed and served at least ten (10) days prior to the Contract Objection Deadline, (ii) two (2) days prior to the Sale Hearing in the event that the revised Assumption Notice was filed and served at least seven (7) day prior to the commencement of the Sale Hearing, and (iii) seven (7) days after the date of filing and service of the revised Assumption Notice in the event that the revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing. In the event that such supplemental or revised Assumption Notice was filed and served less than seven (7) days prior to the commencement of the Sale Hearing, assumption of any Assigned Contract added to such supplemental or revised Assumption Notice will not be adjudicated at the Sale Hearing and will be set for a subsequent hearing.

**OBTAINING ADDITIONAL INFORMATION**

Copies of the Bidding Procedures Motion, the Bidding Procedures, and the Bidding Procedures Order, as well as all related exhibits, and all other documents filed with the Court, are available free of charge on the Debtors' case information website, located at <https://cases.primeclerk.com/gnc> or by calling (877) 422-5170 (Domestic) or (917) 947-2680 (International).

**CONSEQUENCES OF FAILING TO TIMELY ASSERT AN OBJECTION**

***UNLESS YOU FILE AN OBJECTION TO THE CURE AMOUNT AND/OR THE ASSUMPTION OR ASSIGNMENT OF YOUR CONTRACT OR LEASE IN ACCORDANCE WITH THE INSTRUCTIONS AND DEADLINES SET FORTH HEREIN, YOU SHALL BE (A) BARRED FROM OBJECTING TO THE CURE AMOUNT SET FORTH ON EXHIBIT 1, (B) ESTOPPED FROM ASSERTING OR CLAIMING ANY CURE AMOUNT AGAINST THE DEBTORS OR THE SUCCESSFUL BIDDER THAT IS GREATER THAN THE CURE***

***AMOUNT SET FORTH ON EXHIBIT 1 AND (C) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION AND/OR ASSIGNMENT OF YOUR CONTRACT OR LEASE.***

**Exhibit 4**

**Post-Auction Notice**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	Re: Docket No. 227

**NOTICE OF SUCCESSFUL BIDDER AND BACK-UP BIDDER WITH RESPECT TO  
THE AUCTION OF THE DEBTORS’ ASSETS**

**PLEASE TAKE NOTICE** that, on \_\_\_\_\_, 2020, the United States Bankruptcy Court for the District of Delaware (the “*Court*”) entered an order [Docket No. \_\_] (the “*Bidding Procedures Order*”):<sup>2</sup> (a) approving the Debtors’ bidding procedures (the “*Bidding Procedures*”) in connection with the proposed auction (the “*Auction*”) for the sale (the “*Sale*”) of substantially all of the Debtors’ assets (the “*Assets*”), (b) approving procedures for the assumption and assignment of executory contracts and unexpired leases in connection with the Sale, (c) approving the form and manner of notice related to the Sale, and (d) establishing dates and deadlines in connection with the Sale.

**PLEASE TAKE FURTHER NOTICE** that on September 8, 2020, pursuant to the Bidding Procedures Order, the Debtors conducted the Auction with respect to the Assets.

**PLEASE TAKE FURTHER NOTICE** that, at the conclusion of the Auction, the Debtors, in consultation with their professionals and Consultation Parties, selected the following Successful Bidder and Back-Up Bidder with respect to the Assets:

Asset(s)	Successful Bidder	Back-Up Bidder

<sup>1</sup> 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.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that the Sale Hearing to consider approval of (i) the Sale, (ii) transfer of the Assets to the Successful Bidder, **free and clear of all liens, claims, interests, and encumbrances**, in accordance with section 363(f) of the Bankruptcy Code, and (iii) approval of the releases contemplated by the asset purchase agreement, will be held before the Honorable Karen B. Owens, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6<sup>th</sup> Floor, Wilmington, Delaware 19801, or pursuant to the Court's video hearing procedures on **September 14, 2020 at 1:00 p.m. (prevailing Eastern Time)**. The Sale Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court or by notice filed on the docket in these Chapter 11 Cases.

**PLEASE TAKE FURTHER NOTICE** that any objections (a) to the manner in which the Auction was conducted and/or (b) to the identity of the Successful Bidder or the Back-Up Bidder must be filed with the Court and served on the Objection Notice Parties (defined below) so as to be received no later than **September 9, 2020 at 4:00 p.m. (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that any objections solely to the ability of a Successful Bidder other than the Stalking Horse Bidder to provide adequate assurance of future performance (each, an "***Adequate Assurance Objection***") must be filed with the Court and served on the Objection Notice Parties no later than **September 15, 2020 at 8:00 p.m.** (prevailing Eastern Time), subject to extension as set forth in paragraph 10 of the Bidding Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that subject to extension as set forth in paragraph 10 of the Bidding Procedures Order, in the event the Successful Bidder is not the Stalking Horse Bidder, objections to adequate assurance of future performance of the Assigned Contracts by such Successful Bidder will be heard by the Court on **September 18, 2020 at 1:00 p.m. (prevailing Eastern Time)** (the "***Adequate Assurance Hearing***") before the Honorable Karen B. Owens, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, at District of Delaware, at 824 Market Street North, 6<sup>th</sup> Floor, Wilmington, Delaware 19801, or at such other place (which may be by video conference) and time as the Debtors shall notify all Qualified Bidders, the Consultation Parties, and all other parties entitled to attend the Auction.

**PLEASE TAKE FURTHER NOTICE** that the "***Objection Notice Parties***" are: (i) co-counsel to the Debtors, (A) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Richard A. Levy (richard.levy@lw.com) and Caroline A. Reckler (caroline.reckler@lw.com), and (B) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Michael Nestor (mnestor@ycst.com) and Kara Hammond Coyle (kcoyle@ycst.com); (ii) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52<sup>nd</sup> Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com); (iii) counsel to the Ad Hoc FILO Term Lender Group (A) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (B) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb

(cobb@lrclaw.com); (iv) counsel to the Ad Hoc Group of Crossover Lenders (A) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (B) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (v) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); and (vi) counsel to the Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020 Attn: Jeffrey Cohen and Lindsay H. Sklar (emails: jcohen@lowenstein.com and lsklar@lowenstein.com) and One Lowenstein Drive, Roseland, NJ 070686, Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree and Colleen M. Maker (email: metkin@lowenstein.com, msavetsky@lowenstein.com, nfulfree@lowenstein.com, and cmaker@lowenstein.com).

**PLEASE TAKE FURTHER NOTICE** that, at the Sale Hearing, the Debtors will seek Court approval of the Successful Bid, and the assumption and assignment of the Assigned Contracts (as defined in the Bidding Procedures Order) to the Successful Bidder; *provided, however,* that if the Successful Bidder is not a Stalking Horse Bidder, Adequate Assurance Objections will be heard at the Adequate Assurance Hearing. Unless the Court orders otherwise, the Sale Hearing shall be an evidentiary hearing on matters relating to the sale of the Debtors' assets and there will be no further bidding at the Sale Hearing. In the event that the Successful Bidder cannot or refuses to consummate the Sale because of the breach or failure on the part of the Successful Bidder, the Back-Up Bidder will be deemed the new Successful Bidder and the Debtors shall be authorized, but not required, to close with the Back-Up Bidder on the Back-Up Bid pursuant to the expedited procedures set forth in the Bidding Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that this Notice is subject to the terms and conditions of the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict, and the Debtors encourage parties in interest to review the Bidding Procedures Order in its entirety. Parties with questions regarding this Notice should contact the Debtors' counsel at the contact information provided herein.

**PLEASE TAKE FURTHER NOTICE** that parties interested in receiving more information regarding the contemplated sale and/or copies of any related documents may visit the websites maintained by Prime Clerk, LLC, the Debtors' claims and noticing agent, at <https://cases.primeclerk.com/gnc>.



**Schedule N**

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

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In re:	)	Chapter 11
	)	
GNC HOLDINGS, INC., <i>et al.</i> ,	)	Case No. 20-11662 (KBO)
	)	
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	<b>Docket Ref. No. 23</b>

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**FIRST (1<sup>ST</sup>) OMNIBUS ORDER  
(A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES  
EFFECTIVE AS OF THE PETITION DATE AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of the Debtors for an order (this “**Order**”), (a) authorizing the Debtors to reject certain unexpired leases of real property (each, a “**Rejection Lease**,” and collectively, the “**Rejection Leases**”), a list of which is annexed as **Schedule 1** hereto, effective as of the Petition Date; and (b) authorizing the Debtors to abandon the Remaining Property located at the Premises as of the Petition Date; and this Court having reviewed the Motion and the First Day Declaration; 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

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<sup>1</sup> 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.

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

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 the First Day Declaration and 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 Petition Date.<sup>3</sup>
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 FF&E or other personal property remaining on the Premises as of the Petition Date is deemed abandoned effective as of the Petition Date without further order of the 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 the Court and, to the extent applicable, the automatic stay is

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<sup>3</sup> 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.

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 Petition 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. Nothing herein shall prejudice any party's rights to assert that the Rejection Leases are not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.

6. Any proofs of claim for damages in connection with the rejection of the Rejection Leases, if any, shall be filed on or before the later of (a) the claims bar date established by the Court in these Chapter 11 Cases, if any, and (b) thirty (30) days after entry of this Order.

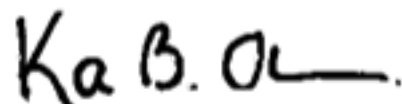
7. Nothing in the Motion or this Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any 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.

8. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

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: July 20th, 2020  
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
1.	16	Monte Plaza Shopping Center, LLC Monterey Investors 5426 Martway Mission, KS 66205	General Nutrition Corporation	Hy Vee Shops 4000 W 6th Street Lawrence, KS
2.	20	Mount Vernon Associates LLC Mountain Development 3 Garrett Mt. Plaza Woodland Park, NJ 7424	General Nutrition Corporation	Eastfield Mall Boston Rd Springfield, MA
3.	29	CBL & Associates Properties Inc. CBL Center 2030 Hamilton Place Boulevard, Suite 500 Chattanooga, TN 37421	General Nutrition Corporation	Monroeville Mall Monroeville, PA
4.	57	Washington Prime Group Inc. 180 East Broad Street, 21st Floor Columbus, OH 43215	General Nutrition Corporation	Chautauqua Mall 318 East Fairmont Lakewood, NY
5.	91	Wilmorite Inc. Eastview Mall LLC 1265 Scottsville Road Rochester, NY 14624	General Nutrition Corporation	Eastview Mall 7979 Victor-Pittsford Roa Victor, NY
6.	101	Rural King Realty Rural King Realty LLC Attn: RE Manager 4216 Dewitt Ave Mattoon, IL 61938	General Nutrition Corporation	Cross County Mall 700 Broadway East Mattoon, IL
7.	113	Namdar Realty Group 150 Great Neck Road, Suite 304 Great Neck, NY 11021	General Nutrition Corporation	Northland Mall 2900 E Lincolnway Sterling, IL
8.	125	Waterford Assc Waterloo Center LLC c/o Namdar Realty Group 150 Great Neck Road, Suite 304	General Nutrition Corporation	Crossroads Center 2060 Crossroads Blvd Waterloo, IA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
9.	161	Great Neck, NY 11021 Nandar Realty Group 150 Great Neck Road, Suite 304 Great Neck, NY 11021	General Nutrition Corporation	Bangor Mall 663 Stillwater Avenue Bangor, ME
10.	239	Unplugged Wireless, LLC UP Fieldgate US Investments Fashion Square LLC 1045 Tulloss Road Franklin, TN 37067	General Nutrition Corporation	Orlando Fashion Square 3451 E Colonial Drive Orlando, FL
11.	242	Brookfield Property Partners L.P. 350 N. Orleans Street, Suite 300 Chicago, IL 60654	General Nutrition Corporation	Staten Island Mall 2655 Richmond Avenue Staten Island, NY
12.	249	Simon Property Group Simon Property Group c/o M.S Management Associates Inc. 225 West Washington Street Indianapolis, IN 46204-3438	General Nutrition Corporation	Oxford Valley Mall 2300 E Lincoln Highway Langhorne, PA
13.	264	Universal Realty, LLC University Mall Soho Owner LLC c/o CBRE 2200 E. Fowler Ave Tampa, FL 33612	General Nutrition Corporation	University Mall 12232 University Square C Tampa, FL
14.	284	Investment Concepts, Inc Walpoole Mall Associates LLC 1801 S. La Cienega Blvd., Suite 301 Los Angeles, CA 90035	General Nutrition Corporation	Walpole Mall 90 Providence Hwy East Walpole, MA
15.	289	Brookfield Property Partners L.P. 350 N. Orleans Street, Suite 300 Chicago, IL 60654	General Nutrition Corporation	Four Seasons Town Center 346 Four Seasons Mall Greensboro, NC
16.	307	Preit Services, LLC The Bellevue 200 South Broad Street, Third Floor Philadelphia, PA 19102	General Nutrition Corporation	Springfield Mall 1200 Baltimore Pike Springfield, PA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
17.	328	Levin Management Corporation Levis Commons LLC 3201 Levis Common Blvd Perrysburg, OH 43551	General Nutrition Corporation	The Town Center At Levis 4135 Levis Commons Blvd Perrysburg, OH
18.	351	Elliot Associates, Inc. Ellis Partners LLC 111 Sutter Street, Suite 800 San Francisco, CA 94104	General Nutrition Corporation	Town & Country Village 855 El Camino Real Palo Alto, CA
19.	385	American Assets, Inc. AAT Del Monte LLC c/o American Assets Trust Management LLC 11455 El Camino Real, Suite 200 San Diego, CA 92130	General Nutrition Corporation	Del Monte Shopping Center 350 Del Monte S.C. Monterey, CA
20.	394	Brookfield Property Partners L.P. 350 N. Orleans Street, Suite 300 Chicago, IL 60654	General Nutrition Corporation	Neshaminy Mall 707 Neshaminy Mall Cornwell Heights, PA
21.	395	CW Capital Asset Management LLC CW Capital Asset Management LLC 7501 Wisconsin Avenue Bethesda, MD 20814	General Nutrition Corporation	Southland Mall 1215 East Shelby Drive Memphis, TN
22.	431	Washington Prime Group Inc. 180 East Broad Street, 21st Floor Columbus, OH 43215	General Nutrition Corporation	Dayton Mall 2700 Miamsburg Centervil Dayton, OH
23.	477	Simon Property Group Simon Property Group c/o M.S Management Associates Inc. 225 West Washington Street Indianapolis, IN 46204-3438	General Nutrition Corporation	Haywood Mall 700 Haywood Road Greenville, SC
24.	485	Macerich 401 Wilshire Blvd, Suite 700 Santa Monica, CA 90401	General Nutrition Corporation	Vintage Faire Mall 3401 Dale Road Modesto, CA
25.	486	Cafaro Company, The Sandusky Mall Company c/o The Cafaro Company	General Nutrition Corporation	Sandusky Mall 4314 Milan Road Sandusky, OH

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
		5577 Youngstown Warren Road Niles, OH 44446		
26.	496	Simon Property Group Simon Property Group c/o M.S Management Associates Inc. 225 West Washington Street Indianapolis, IN 46204-3438	General Nutrition Corporation	Lehigh Valley Mall 215 Lehigh Valley Mall Whitehall, PA
27.	507	RPAI US Management LLC The Shoppes at Union Hill LLC c/o Stanbery Development LLC Attn: Property Management 328 Civic Center Drive Columbus, OH 43215	General Nutrition Corporation	The Shoppes At Union Hill 3056 State Route 10 Denville, NJ
28.	554	New Realty Advisors (2) 849 E. Commerce Drive, Suite 895 San Antonio, TX 78205	General Nutrition Corporation	Rivercenter Mall 849 East Commerce Street San Antonio, TX
29.	601	Hull Property Group C-III Asset Management 5221 N. O'Connor Blvd, Suite 600 Irving, TX 75039	General Nutrition Corporation	Quintard Mall 700 Quintard Drive Oxford, AL
30.	612	SVN Vanguard Commercial Real Estate Advisors New KOA LLC 8308 On the Mall Buena Park, CA 90620	General Nutrition Corporation	Buena Park Mall 8312 On The Mall Buena Park, CA
31.	639	Penmark Properties Penmark Clearfield Holdings LLC 1000 Germantown Pike, Suite A-2 Plymouth Meeting, PA 19462	General Nutrition Corporation	Clearfield Mall 1800 Daisy Street Clearfield, PA
32.	648	Mid-America Real Estate Group 135 S LaSalle Street, Suite 1625 Chicago, IL 60604	General Nutrition Corporation	Miami Valley Centre 987 E. Ash Street Piqua, OH
33.	689	THF Realty THF Chesterfield Development LLC	General Nutrition Corporation	Chesterfield Commons 204 Thf Blvd



	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
		c/o THF Realty Inc. 2127 Innerbelt Business Center Drive, Suite 200 St. Louis, MO 63114		Chesterfield, MO
34.	766	Cypress Equities Managed Services LP (2) Cypress Equities 8144 Walnut Hill Lane, Suite 1200 Dallas, TX 75231	General Nutrition Corporation	Flagstaff Mall 4650 E 2 N Hwy 89 Flagstaff, AZ
35.	831	CCM Capital Partners LLC Condado 6 LLC c/o CIAC LLC 1519 Ponce de Leon San Juan, PR 00919	General Nutrition Corporation	Centro Gran Caribe Carretera #2 Km 29.7 Vega Alta, PR
36.	859	Simon Property Group Simon Property Group c/o M.S Management Associates Inc. 225 West Washington Street Indianapolis, IN 46204-3438	General Nutrition Corporation	Barton Creek Square 2901 Capital Of Texas Hwy Austin, TX
37.	967	Cafaro Company 5577 Youngstown-Warren Road Niles, OH 44446	General Nutrition Corporation	Asbury Plaza 2565 Northwest Arterial Dubuque, IA
38.	1020	JJ Gumberg Co. 1051 Brinton Road Pittsburgh, PA 15221	General Nutrition Corporation	Clearview Mall Route 8 Butler, PA
39.	1090	Oberstein Properties OC Group LC 201 South Clinton Street, Suite 300 Iowa City, IA 52240	General Nutrition Corporation	Old Capitol Center 201 Clinton Street Iowa City, IA
40.	1230	Katz Properties Management LLC Excel Trust LP 17140 Bernardo Center Drive, 300 San Diego, CA 92128	General Nutrition Corporation	Brandywine Crossing 15902 E Crain Hwy Brandywine, MD

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
41.	1234	Macerich 401 Wilshire Blvd Suite 700 Santa Monica, CA 90401	General Nutrition Corporation	Green Acres Mall 1134 Green Acres Mall Valley Stream, NY
42.	1249	Simon Property Group Simon Property Group c/o M.S Management Associates Inc. 225 West Washington Street Indianapolis, IN 46204-3438	General Nutrition Corporation	Dover Mall 1365 N. Dupont Highway Dover, DE
43.	1514	CBL & Associates Properties, Inc. CBL & Associates Management Inc. CBL Center 2030 Hamilton Place Boulevard, Suite 500 Chattanooga, TN 37421	General Nutrition Corporation	York Galleria 2899 Whiteford Rd York, PA
44.	1534	Woodmont Company The Woodmont Company Attn: Fred Meno 2100 West 7th Street Fort Worth, TX 76107	General Nutrition Corporation	West Ridge Mall 1801 Wanamaker Rd. Topeka, KS
45.	1542	QIC Property 1233 Rancho Vista Blvd. Palmdale, CA 93551	General Nutrition Corporation	Antelope Valley Mall 1233 Rancho Vista Blvd Palmdale, CA
46.	1720	Stony Island LLC Principal Real Estate Investors LLC 801 Grand Avenue Des Moines, IA 50392	General Nutrition Corporation	Stony Island Plaza 1623 E 95th St Chicago, IL
47.	1840	Mid-America Real Estate Group 135 S LaSalle Street, Suite 1625 Chicago, IL 60604	General Nutrition Corporation	Country Club Plaza 4285 W 167th St Country Club, IL
48.	2017	RD Management LLC 810 Seventh Avenue, 10th Floor New York, NY 10019	General Nutrition Corporation	Midway Shopping Center 1470 University Ave W St. Paul, MN

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
49.	2087	RMS Properties Inc Standard Property Group LP c/o Robb Real Estate Company 5816 Forbes Ave Pittsburg, PA 15217	General Nutrition Corporation	Hyde Park Plaza 451 Hyde Park Road Leechburg, PA
50.	2099	Metro Commercial Mgmt. Services, Inc. Willingboro Town Center South LLC Parkway Plaza 200 Campbell Drive, Suite 200 Willingboro, NJ 08046-1068	General Nutrition Corporation	Willingboro Plaza 4364 Route 130 North Willingboro, NJ
51.	2168	CBL & Associates Properties, Inc. CBL Center 2030 Hamilton Place Boulevard, Suite 500 Chattanooga, TN 37421	General Nutrition Corporation	Burnsville Center 1030 Burnsville Center Burnsville, MN
52.	2312	Gilford Route 11 Realty Trust c/o WS Asset Management Inc. 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467	General Nutrition Corporation	Walmart Plaza 1458 Lakeshore Rd Gilford, NH
53.	2320	Starbucks Corporation Crocker Park LLC 1350 West Third Street Cleveland, OH 44113	General Nutrition Corporation	Crocker Park 137 Market Street West Lake, OH
54.	2326	Arrowhead Towne Center, LLC 7700 West Arrowhead Towne Center Glendale, AZ 85308	General Nutrition Corporation	Arrowhead Towne Center 7700 West Arrowhead Towne Glendale, AZ
55.	2424	Unison Hunt River, LLC The Wilder Companies 800 Boylston Street, Suite 1300 Boston, MA 02199	General Nutrition Corporation	Hunt River Commons 72 Frenchtown Road North Kingston, RI
56.	2562	Midland Atlantic Development Company LLC 9000 Keystone Crossing, Suite 850 Indianapolis, IN 46240	General Nutrition Corporation	Heritage Crossing 3113 Heritage Green Monroe, OH

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
57.	3149	RH Johnson Co Rhus Palumbo & Susan Palumbo 858 Lullwater Park Court Atlanta, GA 30306	General Nutrition Corporation	Diamond Springs 41 Diamond Spring Rd. Denville, NJ
58.	3158	QIC Property US, Inc 12505 North Mainstreet, Suite 200 Rancho Cucamonga, CA 91739	General Nutrition Corporation	Victoria Gardens 12379 S Main St Rancho Cucamonga, CA
59.	3263	Fuller RBSC LLC c/o D & L Property Management 10556 Combie Road PMB 6232 Auburn, CA 95602	General Nutrition Corporation	Red Bluff S.C. 925 South Main Street Red Bluff, CA
60.	3532	THF Realty THF Steamboat Springs Development LLC c/o THF Management Inc. 211 N. Stadium Blvd., Suite 201 Columbia, MO 65203	General Nutrition Corporation	Central Park Plaza 1809 Central Park Dr. Steamboat Springs, CO
61.	3589	Urban Retail Properties, LLC Attn: Joseph McCarthy 925 South Federal Highway Boca Raton, FL 33432	General Nutrition Corporation	The Mall @ Stonecrest 8000 Mall Parkway Lithonia, GA
62.	3608	RMC Property Group Searstown Partners Ltd. 1283 S. Missouri Ave Clearwater, FL 34616	General Nutrition Corporation	Clearwater Plaza 1283 S. Missouri Ave. Clearwater, FL
63.	3795	The Soni Building, Inc. 2764 Pleasant Road Fort Mill, SC 29708	General Nutrition Corporation	Shoppes At Stonecrest 1149 Stonecrest Blvd Tega Cay, SC
64.	3990	Yale Macon LLC c/o Yale Realty Services Corporation 10 New King Street White Plains, NY 10604	General Nutrition Corporation	Walnut Creek Plaza 1475 Gray Highway Macon, GA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
65.	4009	Unionville Square Shopping Centres Limited 700 Applewood Crescent Suite 200 Vaughn, ON L4K 5X3	General Nutrition Centres Company	Markham Town Centre 8601 Warden Ave Markham, ON
66.	4040	Skyline Real Estate Acquisitions, Inc. 45 Vogell Road Richmond Hill, ON L4B 3P6	General Nutrition Centres Company	Westside Market Village 520 Riddell Road Orangeville, ON
67.	4076	RioCan Holdings, Inc. c/o RioCan Real Estate Investment Trust 2300 Yonge Street, Suite 500 Toronto, ON M4P 1E4	General Nutrition Centres Company	Georgian Mall 509 Bayfield Street Barrie, ON
68.	4093	Markham Steeles Realty Inc. c/o M & R Holdings 3520 Pharmacy Avenue, Unit 1 Toronto, ON M1W 2T8	General Nutrition Centres Company	Markham Steeles Sc 5981 Steeles Avenue East Scarborough, ON
69.	4102	Robert Bosa Investment Partnership 1201-838 West Hastings Street Vancouver, BC V6C 0A6	General Nutrition Centres Company	Dawson Mall 11000 8th Street Dawson Creek, BC
70.	4105	RioCan Yonge Eglinton Centre c/o RioCan Real Estate Investment Trust 2300 Yonge Street, Suite 500 Toronto, ON M4P 1E4	General Nutrition Centres Company	Colussus Centre 31 Colussus Dr Vaughan, ON
71.	4126	Catarqui Holdings, Inc. c/o The Cadillac Fairview Corporation Limited 20 Queen Street, Fifth Floor West Toronto, ON M5H 3R4	General Nutrition Centres Company	Catarqui Town Center 945 Gardiners Rd Kingston, ON
72.	4147	St. Clair Runnymede Developments Inc 1858 Avenue Road, Suite 300 Toronto, Ontario M5M 3Z5	General Nutrition Centres Company	St Claire & Runnymede Rd 2555 St Clair Ave West Toronto, ON

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
73.	4152	Eagle Landing Development c/o Gulf Pacific 351 Bewicke Ave North Vancouver, BC V7M 3E9	General Nutrition Centres Company	Eagle Landing Sc 706-8249 Eagle Landing Pk Chilliwack, BC
74.	4165	Ivanhoe Cambridge (Place Laurier Holdings Inc.) c/o Centre CDP Capital 1001 Square Victoria, Suite 500 Montreal, Quebec H2Z 2B5	General Nutrition Centres Company	Laurier Quebec 2700 Laurier Boulevard Quebec, PQ
75.	4167	1500 Dundas East Holdings, Inc c/o Fieldgate Commercial Properties Limited 5400 Young Street, 5th Floor Toronto, Ontario M2N 5R5	General Nutrition Centres Company	Creekside Crossing 1560 Dundas St E Mississauga, ON
76.	4175	Hoop Realty Inc. c/o Morguard Investments Limited #200-1033 Barry Downe Road Sudbury, Ontario P3A 5Z9	General Nutrition Centres Company	New Sudbury Centre 1349 Lasalle Blvd Sudbury, ON
77.	4231	Morguard Real Estate Investment Trust 55 City Center Drive, Suite 1000 Mississauga, Ontario L5B 1M3	General Nutrition Centres Company	Brandon Shoppers 1570-18th St Unit 87 Brandon, MB
78.	4238	c.o Morguard Investments Limited Administrative Office 32900 South Fraser Way Abbotsford, British Columbia V2S 5A1	General Nutrition Centres Company	Sevenoaks Shopping Centre 32900 South Fraser Way Abbotsford, BC
79.	4254	NA (LPM) LP by its general partner, NADG(LPM) GP Ltd. and I.G. Investment Management, Ltd. as trustee for Investors Real Property Fund c/o Centre Corp. Management Service Limited 2851 John Street, Suite One Markham, Ontario L3R 5R7	General Nutrition Centres Company	Lynden Park Mall 84 Lynden Road Brantford, ON

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
80.	4298	Complex Jules-Dallaire-T3 2820 Laurier Blvd., Suite 850 Quebec, Quebec G1V 0CI	General Nutrition Centres Company	Galerie Rive Nord 100 Boulevard Brien Repenting, PQ
81.	5067	Security National Properties 1340 East 9th Street Realty Corp. 184 New Egypt Road Lakewood, NJ 08701	General Nutrition Corporation	Five Lakes Center 334 South State St Fairmont, MN
82.	5208	Terramar Retail Center, LLC La Costa Town Center LLC 5973 Avenida Encinas, Suite 300 Carlsbad, CA 92008	General Nutrition Corporation	La Costa Town Square 7615 Via Campanile Suite Carlsbad, CA
83.	5256	Jordon Perlmutter Attention: Jonathan Perlmutter 1601 Blake Street, suite 600 Denver, CO 80202-1329	General Nutrition Corporation	Larkridge Sc 16560 N. Washington St Thornton, CO
84.	5308	PREIT Services, LLC 200 South Broad Street Philadelphia, PA 19102	General Nutrition Corporation	3097 Willow Grove Mall 2500 Moreland Road Willow Grove, PA
85.	5319	NGM Ownership Group LC Metro Commercial Management Services LLC 303 Fellowship road, Suite 202 Mount Laurel, NJ 08054	General Nutrition Corporation	South Mall 3300 Lehigh Street Allentown, PA
86.	5416	Ershig Properties, Inc. 1800 North Elm Street Henderson, KY 42420	General Nutrition Corporation	Three Star Shopping Cente 1410 Sparta Road Mcminnville, TN
87.	5546	First Washington Realty 4350 East West Highway, Suite 400 Bethesda, MD 20814	General Nutrition Corporation	Maple Avenue Shopping Ctr 335 Maple Avenue East Vienna, VA
88.	5568	Fletcher Bright Company 537 Market Street, Suite 400 Chattanooga, TN 37402	General Nutrition Corporation	Merchant's Square 414 South Main Street Swainsboro, GA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
89.	5572	Ramco HHF Nora Plaza, LLC 31500 Northwestern Highway, Suite 300 Farmington Hills, MI 48334	General Nutrition Corporation	Nora Plaza 1300 East 86th Street Indianapolis, IN
90.	5645	223 Grand Property, Inc. 1971 Western Ave, Suite 1122 Albany, NY 12203	General Nutrition Corporation	100 Elizabeth Street 100-106 Elizabeth St New York, NY
91.	5752	Horne Development, LP 1145 Tampa Avenue Northridge, CA 91326	General Nutrition Corporation	Seaside Factory Outlet 1111 North Roosevelt Seaside, OR
92.	6102	Cambridge Management, Ltd. 15941 S. Harlem Avenue, PMB 108 Tinley Park, IL 60477	General Nutrition Corporation	South Shoppes 2725 IL Route 26 S Freeport, IL
93.	6157	Carlisle Properties Inc. 7680 Goddard Street, Suite 115 Colorado Springs, CO 80920	General Nutrition Corporation	Woodland Park Plaza 1115 E US Hwy 24 Woodland Park, CO
94.	6164	Pacific Equity Ventures, L.P. Town Place LLC 15335 Calle Enrique, Suite 4 Morgan Hill, CA 95037	General Nutrition Corporation	Town Place 787 1st Street Gilroy, CA
95.	6217	Cafaro Company, The The Cafaro Northwest Partnership 5577 Youngstown Warren Road Niles, OH 44446	General Nutrition Corporation	Vancouver Plaza 7809 Vancouver Plaza #160 Vancouver, WA
96.	6505	The Soni Building, Inc. Ryer Landing Joint Venter LLC c/o Staenberg Group Inc. 2127 Innerbelt Business Center Drive, Suite 310 St. Louis, MO 63114	General Nutrition Corporation	River Landing 3480 Wolverine Dr Montrose, CO



	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
97.	6684	TKG Management Monument Marketplace Shops LLC Attn: Richard Blevins 540 Elkton Drive, Suite 302 Colorado Springs, CO 80907	General Nutrition Corporation	Monument Marketplace 15954 Jackson Creek Pkwy Monument, CO
98.	6744	Beaumont Company Beauvoir LLC Broussard Village Shopping Center, 2108 Verot School Road Lafayette, LA 70508	General Nutrition Corporation	Broussard Village S.C. 1212 D Albertson Pkwy Broussard, LA
99.	6798	Durga LLC (2) Duty Free Shop Inc. PO Box 9023395 San Juan, PR 000902	General Nutrition Corporation	Condominio Reina De Casti 100 Paseo Gilberto San Juan, PR
100.	6895	G&A Group, Inc. 215 West Church Road King of Prussia, PA 19406	General Nutrition Corporation	Johnstown Mall 236 North Comrie Ave Johnstown, NY

**Schedule O**

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

In re:	)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,	)	
	)	Case No. 20-11662 (KBO)
Debtors. <sup>1</sup>	)	(Jointly Administered)
	)	
	)	<b>Docket Ref. No. 25</b>

**THIRD (3<sup>RD</sup>) OMNIBUS ORDER (A)  
AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES  
EFFECTIVE AS OF THE PETITION DATE AND (B) GRANTING RELATED RELIEF**

Upon the motion (the “*Motion*”)<sup>2</sup> of the Debtors for an order (this “*Order*”), (a) authorizing the Debtors to reject certain unexpired leases of real property (each, a “*Rejection Lease*,” and collectively, the “*Rejection Leases*”), a list of which is annexed as Schedule 1 hereto, effective as of the Petition Date; and (b) authorizing the Debtors to abandon the Remaining Property located at the Premises as of the Petition Date; and this Court having reviewed the Motion and the First Day Declaration; 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

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<sup>1</sup> 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.

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

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 the First Day Declaration and 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 Petition Date.<sup>3</sup>
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 FF&E or other personal property remaining on the Premises as of the Petition Date is deemed abandoned effective as of the Petition Date without further order of the 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 the Court and, to the extent applicable, the automatic stay is

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<sup>3</sup> 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.

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 Petition 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. Nothing herein shall prejudice any party's rights to assert that the Rejection Leases are not, in fact, executory within the meaning of section 365 of the Bankruptcy Code.

6. Any proofs of claim for damages in connection with the rejection of the Rejection Leases, if any, shall be filed on or before the later of (a) the claims bar date established by the Court in these Chapter 11 Cases, if any, and (b) thirty (30) days after entry of this Order.

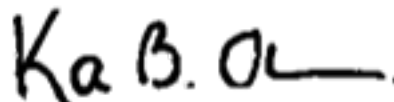
7. Nothing in the Motion or this Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any 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.

8. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

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: July 20th, 2020  
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS  
UNITED STATES BANKRUPTCY JUDGE

**Schedule 1**

	<b>Store No.</b>	<b>Counterparty Landlord and Address</b>	<b>Debtor Counterparty</b>	<b>Leased Location</b>
1.	1174	Brookfield Properties Brookfield Property Partners L.P. 350 N. Orleans Street, Suite 300 Chicago, IL 60654	General Nutrition Corporation	Piere Bossier Mall #520 2950 East Texas Ave. Bossier City, LA
2.	2278	YAM Properties 15750 N. Northsight Blvd Scottsdale, AZ 85260	General Nutrition Corporation	Grayhawk Plaza 20701 N. Scotsdale Rd Scottsdale, AZ
3.	2655	Rockstep Capital Corporation 1445 North Loop West , Suite 625 Houston, TX 77008	General Nutrition Corporation	Janesville Mall 2500 Milton Ave Janesville, WI
4.	4001	OPB (EMTC) Inc. c/o Cushman & Wakefield Asset Services Inc. 5100 Erin Mills Parkway Mississauga, ON L5M 4Z5	General Nutrition Centres Company	Erin Mills Town Centre 5100 Erin Mills Pkwy Mississauga, ON
5.	4013	CF Realty Holdings Inc 20 Queen Street W Toronto, ON M5H 3R4	General Nutrition Centres Company	Masonville Place 1680 Richmond St North London, ON
6.	4029	2725312 Canada Inc. c/o 2973758 Canada Inc. 1055 Dunsmuir Street, Suite 1800 Vancouver, BC V7X 1B1	General Nutrition Centres Company	Willowbrook S.C. 19705 Fraser Hwy Langley, BC
7.	4031	Shape Properties, Inc. 2020 One Bentall Centre 505 Burrard Street, Box 206 Vancouver, BC V7X 1M6	General Nutrition Centres Company	Brentwood Mall 4567 Lougheed Highway Burnaby, BC
8.	4042	Hoopp Realty Inc. c/o Cushman & Wakefield Asset Services Inc. One Queen Street East, Suite 300 Toronto, ON M5C 2W5	General Nutrition Centres Company	Marlborough Mall 51A Memorial Drive NE Calgary, AB

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
9.	4047	Bonnie Doon Shopping Centre LTD c/o Morguard Investments Limited 214 82nd Avenue and 83rd Street Edmonton, AB T6C 4E3	General Nutrition Centres Company	Bonnie Doon S.C. 82nd Ave & 83rd St Edmonton, AB
10.	4163	Calloway Real Estate Investment Trust Inc. 700 Applewood Crescent, Suite 100 Vaughan, Ontario L4K 5X3	General Nutrition Centres Company	Smartcentres Corner Brook 22 Murphy Square Corner Brook, NL
11.	4166	First Capital (Morningside) Corporation Attn: Sr VP Central Canada & VP Legal Affairs 85 Hanna Avenue, Suite 400 Toronto, Ontario M6K 3S3	General Nutrition Centres Company	Morningside Crossing 4525 Kingston Road Scarborough, ON
12.	4168	Max Becker Enterprised Limited c/o Schlegel Urban Development Williamsburg TC 325 Max Becker Drive, Suite 201 Kitchener, Ontario N2E 4H5	General Nutrition Centres Company	Williamsburg TC 325 Max Becker Dr Kitchener, ON
13.	4236	Mayfair Shopping Centre LP 95 Wellington Street West, Suite 300 Toronto, Ontario M5J 2R2	General Nutrition Centres Company	Mayfair Shopping Centre 3147 Douglas Street Victoria, BC
14.	4240	BC IMC Realty Corporation c/o Quad Real Property Group, LP 199 Bay Street, Suite 2100 Toronto, Ontario M5L 1G2	General Nutrition Centres Company	Bower Place 4900 Molly Banister Dr Red Deer, AB
15.	4282	First Queensborough Shopping Centres Limited 700 Applewood Crescent, Suite 100 Vaughan, Ontario L4K 5X3	General Nutrition Centres Company	Queensborough Landing 805 Boyd St New Westminster, BC
16.	4500	Riokim Holdings (Alberta) Inc., c/o RioCan Real Estate Investment Trust Rio Can Yonge Eglinton Centre 2300 Yonge Street, Suite 500 Toronto, Canada M4P 1E4	General Nutrition Centres Company	Shawnessy Town Centre 210-350 Shawville Blvd SE Calgary, AB

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
17.	5225	Shepherd Investors, LP 1800 Post Oak Blvd, Suite 400 Houston, TX 77056	General Nutrition Corporation	Sheppard Square 2055 Westheimer Houston, TX
18.	6097	Arboretum Joint Venture LLC c/o American Asset Corporation 3700 Arco Corporate Drive, Suite 350 Charlotte, NC 28273	General Nutrition Corporation	The Arboretum Shopping Ce 3339 Pineville Matthews Charlotte, NC
19.	6194	Oviedo Mall Holding LLC 1700 Oviedo Mall Blvd. Oviedo, FL 32765	General Nutrition Corporation	Oviedo Marketplace 1385 Oviedo Marketplace B Oviedo, FL
20.	6389	Flaum Mgmt 400 Andrews Street , Suite 500 Rochester, NY 14604	General Nutrition Corporation	Genesee Valley S. C. 4290 Lakeville Rd Geneseo, NY
21.	8997	Weingarten Realty 4440 N. 36th Street , Suite 200 Phoenix , AZ 85018	General Nutrition Corporation	Madera Village 9121 E. Tanque Verde Rd Tucson, AZ
22.	8693	Rancho Marketplace Gateway, LLC c/o California Drive-In Theatres Inc 120 North Robertson Blvd. Los Angeles , CA 90048	General Nutrition Corporation	Rancho Marketplace S/C Burbank, CA
23.	9482	Mountain Gate-Corona LP 13 Corporate Plaza, #150 Newport Beach , VA 92660	General Nutrition Corporation	Mountain Gate Plaza 160 W. Foothill Parkway Corona, CA
24.	3905	Mirage Marketplace Partners One LLC 567 San Nicolas Drive, #130 Newport Beach, CA 92660	General Nutrition Corporation	Monterey Marketplace Rancho Mirage, CA
25.	3201	Redmond Plaza II, LLC c/o Woodbury Corporation 2733 East Parleys Way, Suite 300 Salt Lake City, UT 84109	General Nutrition Corporation	Village At Redmond Ridge 23535 NE Novelty Hill Rd Redmond, WA
26.	3180	Hathaway Properties LLC 820 S. Greenville West Drive Greenville, MI 48838	General Nutrition Corporation	The Marketplace Shoppes Greenville, MI



	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
27.	1175	Grand Avenue City Mall, LLC 275 West Wisconsin Ave. Milwaukee, WI 53203	General Nutrition Corporation	The Shops Of Grand Avenue Milwaukee, WI
28.	7620	PMF Investments LLC c/o Franklin Pacific 15015 Main Street, Suite 203 Bellevue, WA 98007	General Nutrition Corporation	Green Firs Shopping Centre University Place, WA
29.	9024	Riverside Landing LLC c/o Dickinson Development Corp. 1266 Furnace Brook Parkway Quincy, MA 02746	General Nutrition Corporation	Riverside Landing 81 Coggeshall St New Bedford, MA
30.	6508	NW Blakeney Retail LLC c/o Northwood Investors 575 Fifth Avenue, 23rd Floor New York, NY 10017	General Nutrition Corporation	Blakeney Shop Center 9864 Rea Road Charlotte, NC
31.	1137	Dover Parkade LLC c/o Paramount Realty Services Inc. 1195 Route 70, Suite 2000 Lakewood, NJ 08701	General Nutrition Corporation	Tri-City Plaza 2360 Route 9 Toms River, NJ
32.	6336	Maplewood Corner Plaza LLC Attention: Anil Jain 4 West Bay Lane North Oaks, MN 55127	General Nutrition Corporation	Andover Marketplace 1966 Bunker Lake Blvd Andover, MN
33.	3034	Weikel Rancho Bernardo LP c/o Boardwalk Development Inc. 16909 West Bernardo Drive San Diego, CA 92127	General Nutrition Corporation	Rancho Bernardo Town Cent 11952 Bernardo Plaza Dr Rancho Bernardo, CA
34.	5771	Buzz Oates LLC c/o Buzz Oats Management Services 8615 Elder Creek Road Sacramento, CA 95828	General Nutrition Corporation	Riverpoint Marketplace 775 Ikea Ct West Sacramento, CA
35.	3310	c/o Haymes Investment Company 261 West, LLC 261 West LLC	General Nutrition Corporation	360 Eighth Ave 360 8th Avenue New York, NY

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
		c/o Haymes Investment Company 5 Penn Plaza, 24th Floor New York, NY 10001		
36.	7176	Marquee-Brawley, LLC 8255 Towne Center Drive, #950 San Diego, CA 92121	General Nutrition Corporation	Brawley Gateway 1050 S Brawley Ave 102 Brawley, CA
37.	6665	BDG Gotham Plaza LLC c/o Blumenfeld Development Group Ltd 300 Robins Lane Syosset, NY 11791	General Nutrition Corporation	163 E 125th St New York, NY
38.	7894	National Realty Corporation Attn: Lori Braccili 1001 Baltimore Pike Springfield, PA 19064	General Nutrition Corporation	Edgmt Square S/C 4815 West Chester Pike Newtown Square, PA
39.	2464	PC Sterling Height LLC 1303 Riverplace Boulevard, #1900 Jacksonville, FL 32207	General Nutrition Corporation	Forum @ Gateways 44625 Mound Road Sterling Heights, MI
40.	2496	Rockstep Willmar, LLC 1445 North Loop West, Suite 625 Houston, TX 77098	General Nutrition Corporation	Kandi Mall 1605 First Street South Willmar, MN
41.	3446	Southpark Mall LLC 1 East Wacker Street, Suite 3600 Chicago, IL 60601	General Nutrition Corporation	Southpark Mall 500 Southpark Center Strongsville, OH
42.	3890	Optimus Mason, LLC 1900 Polaris Parkway, Suite 425 Columbus, OH 43240	General Nutrition Corporation	The Shoppes Of Mason 5220 Kings Mills Road Mason, OH
43.	7148	Terramar Retail Centers LLC 4695 MacAthur Ct. Newport Beach, CA 92660	General Nutrition Corporation	Tierrasanta Town Center 10645-G Tierrasanta Blvd San Diego, CA
44.	9841	Osborne Place LLC 4967 S. 155th Street Omaha, NE 68137	General Nutrition Corporation	One Osborne Place 4103 Osborne Dr. W. Hastings, NE

	<b>Store No.</b>	<b>Counterparty Landlord and Address</b>	<b>Debtor Counterparty</b>	<b>Leased Location</b>
45.	3019	Union Square Investments LP c/o Pacific Rim Financial Corp 30 Baywood Avenue San Mateo, CA 94402	General Nutrition Corporation	Union Square M/P 1748 Decoto Road Union City, CA
46.	7420	Cross Pointe Developers LLC 1224 Mill Street Building D, Suite 103 East Berline, CT 06023	General Nutrition Corporation	Cross Pointe Center 1250-L Western Blvd Jacksonville, NC
47.	274	Publix Super Markets Inc Attn: VP Real Estate 3300 Publix Corporate Parkway Lakeland, FL 33811	General Nutrition Corporation	Dupont Lakes Sc 2783 Elkcam Blvd Deltona, FL
48.	3417	Micromont Holdings 6, LLC c/o US Restaurant Properties 8140 Walnut Hill Lane, Suite 400 Dallas, TX 75231	General Nutrition Corporation	E 17th Ave Retail 1508 E 17th Ave Hutchinson, KS

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 SECOND DAY ORDERS**  
**IN FOREIGN MAIN PROCEEDING)**

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