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

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

THE HONOURABLE MADAM	)	FRIDAY, THE 16TH
	)	
JUSTICE CONWAY	)	DAY OF OCTOBER, 2020

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF GNC HOLDINGS, INC., GENERAL NUTRITION CENTRES COMPANY, GNC PARENT LLC, GNC CORPORATION, GENERAL NUTRITION CENTERS, INC., GENERAL NUTRITION CORPORATION, GENERAL NUTRITION INVESTMENT COMPANY, LUCKY OLDCO CORPORATION, GNC FUNDING INC., GNC INTERNATIONAL HOLDINGS INC., GNC CHINA HOLDCO, LLC, GNC HEADQUARTERS LLC, GUSTINE SIXTH AVENUE ASSOCIATES, LTD., GNC CANADA HOLDINGS, INC., GNC GOVERNMENT SERVICES, LLC, GNC PUERTO RICO HOLDINGS, INC. and GNC PUERTO RICO, LLC

APPLICATION OF GNC HOLDINGS, INC.,
UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT

RECOGNITION ORDER
(RECOGNITION OF CONFIRMATION ORDER AND ADDITIONAL U.S. ORDERS AND GRANTING RELATED RELIEF IN FOREIGN MAIN PROCEEDING)

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

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

ON READING the Notice of Motion, the affidavit of Michael Noel affirmed October 9, 2020 (the **"Noel Affidavit**"), the affidavit of Michael Noel affirmed October 13, 2020 (the "**Second Noel Affidavit**"), the affidavit of Michael Noel affirmed October 14, 2020 (the "**Third Noel Affidavit**") the Fifth 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 Elizabeth Nigro sworn October 9, 2020, the Affidavit of Service of Elizabeth Nigro sworn October 13, 2020 and the Affidavit of Service of Elizabeth Nigro sworn October 14, 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 Confirmed Plan or the Noel Affidavit affirmed October 13, 2020, as applicable.

RECOGNITION OF CONFIRMATION ORDER

3. THIS COURT ORDERS AND DECLARES that the Findings of Fact, Conclusions of Law and Order Confirming the Joint Chapter 11 Plan of Vitamin Holdings and its Debtor Affiliates dated October 14, 2020 (the "**Confirmation Order**") of the U.S. Bankruptcy court confirming the Joint Chapter 11 Plan of Vitamin Holdings and its Debtor Affiliates dated

October 7, 2020 (the "**Plan**") and the Plan Supplement dated September 28, 2020 (as amended, supplemented and otherwise modified, the "**Plan Supplement**", and together with the Plan, the "**Confirmed Plan**") and as attached as Schedule "A" hereto, is hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49(1) of the CCAA, and shall be implemented and become effective in all provinces and territories of Canada upon the issuance of this Order in accordance with its terms.

4. THIS COURT ORDERS AND DECLARES that the Confirmed Plan be and it is hereby recognized and given full force and effect in all provinces and territories of Canada and that it shall be implemented in Canada in accordance with its terms, pursuant to Section 49 of the CCAA.

IMPLEMENTATION OF THE CONFIRMED PLAN

5. THIS COURT ORDERS that the Foreign Representative is authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to enter into or implement the Confirmed Plan in accordance with its terms, and enter into, implement and consummate all of the steps, transfers, transactions and agreements contemplated pursuant to the Confirmed Plan.

6. THIS COURT ORDERS that the directors of Vitamin OldCo Centres Company (formerly known as "General Nutrition Centres Company") are authorized to take all necessary or appropriate steps and actions to implement the Confirmed Plan in accordance with its terms.

7. THIS COURT ORDERS that as of the Effective Date, the Confirmed Plan, including all compromises, arrangements, transfers, transactions, releases, discharges and injunctions provided for therein, as applicable, shall inure to the benefit of and be binding and effective upon Canadian creditors, and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns.

RELEASES AND INJUNCTIONS

8. THIS COURT ORDERS AND DECLARES that, subject to paragraph 9 of this Order, the compromises, arrangements, releases, discharges and injunctions contained and referenced in the Confirmation Order and the Confirmed Plan, are valid and that, effective on the Effective Date, all such releases, discharges and injunctions are hereby sanctioned, approved, recognized and given full force and effect in all provinces and territories of Canada, subject only to the rights of any Canadian creditors to receive distributions, if any, in respect of their claims in accordance with the Confirmation Order and the Confirmed Plan. For greater certainty, nothing herein, in the Confirmation Order or the Confirmed Plan shall release or affect any rights or obligations under the Confirmed Plan.

9. THIS COURT ORDERS AND DECLARES that the nothing in this Order shall release or discharge claims against the officers and directors of Vitamin Oldco Centres Company (formerly General Nutrition Centres Company) that cannot be compromised pursuant to section 5.1(2) of the CCAA.

10. THIS COURT ORDERS AND DECLARES that on the Effective Date all charges, security interests or claims evidenced by the registrations listed in Schedule "B" attached hereto shall be expunged and discharged as against the debtor described thereon. Upon receipt of a certified copy of this Order and a copy of the Notice of (a) Entry of Order Confirming and (b) Effective Date of the Plan, substantially in the form attached as Schedule "B" to the Confirmation Order, all registrars of personal property registries and land title offices are hereby directed and requested to give effect to the discharges contemplated by this paragraph.

RECOGNITION OF ADDITIONAL U.S. ORDERS

11. 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) Thirty-Fourth (34th) Omnibus Order Authorizing the Debtors to Assume and Assign Certain Executory Contracts ("**34th Assignment Order**");

(b) Thirty-Fifth (35th) Omnibus Order Authorizing the Debtors to Assume and Assign Certain Executory Contracts ("**35th Assignment Order**");

(c) Thirty-Sixth (36th) Omnibus Order (a) Authorizing Rejection of Certain Unexpired Leases Effective as of September 29, 2020 and (b) Granting Related Relief ("**36th Lease Rejection Order**");

(d) Thirty-Seventh (37th) Omnibus Order (a) Authorizing Rejection of Certain Unexpired Leases Effective as of September 29, 2020 and (b) Granting Related Relief ("**37th Lease Rejection Order**");

(e) Thirty-Eighth (38th) Omnibus Order (a) Authorizing Rejection of Certain Unexpired Leases Effective as of September 29, 2020 and (b) Granting Related Relief ("**38th Lease Rejection Order**"); and

(f) Order (a) Dismissing Case of GNC China Holdco, LLC and (b) Amending Debtors' Case Caption ("**Case Caption Amendment Order**")

(g) Corrected Thirty First (31st) Omnibus Order Authorizing the Debtors to Assume and Assign Certain Unexpired Leases ("**Corrected 31st Assignment Order**");

(h) Order Sustaining Debtors' First Omnibus Objection to Proofs of Claim Solely for Purposes of Voting on the Third Amended Joint Plan of Reorganization for GNC Holdings, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code ("**First Omnibus Claims Rejection Order**");

(i) Order, Pursuant to Section 365(d)(4) of the Bankruptcy Code, Extending the Deadline by Which the Debtors Must Assume or Reject Remaining Unexpired Leases of Nonresidential Real Property ("**Section 365(d)(4) Order**");

(j) Order Approving (a) Global Settlement, (b) Stalking Horse Agreement Amendment, and (c) Plan Support Agreement ("**Global Settlement Order**"); and

(k) Order (i) Extending the Deadline by Which the Debtors May Remove Certain Actions and (ii) Granting Related Relief ("**Litigation Removal Extension Order**"),

attached as Schedules "C" to "M" to this Order.

CHANGE OF NAME AND STYLE OF CAUSE

12. THIS COURT ORDERS that the style of cause in the within proceedings be and is hereby amended to the following:

> **IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**
>
> **AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF VITAMIN OLDCO HOLDINGS, INC., VITAMIN OLDCO CENTRES COMPANY, VITAMIN OLDCO PARENT LLC, VITAMIN OLDCO CORPORATION, VITAMIN OLDCO CENTERS, INC., VITAMIN OLDCO, INC., VITAMIN OLDCO INVESTMENT COMPANY, VITAMIN OLDCO LUCKY CORPORATION, VITAMIN OLDCO FUNDING, INC., VITAMIN OLDCO INTERNATIONAL HOLDINGS, INC., VITAMIN OLDCO HEADQUARTERS LLC, VITAMIN HOLDCO ASSOCIATES, LTD., VITAMIN OLDCO CANADA HOLDINGS, INC., VITAMIN OLDCO GOVERNMENT SERVICES, LLC, VITAMIN OLDCO PUERTO RICO HOLDINGS, INC., AND VITAMIN OLDCO PUERTO RICO, LLC**

RELEASE OF DIP CHARGE

13. THIS COURT ORDERS that effective as of the Effective Date, the DIP Lenders' Charges (as such term is defined in the Order of the Honourable Justice Conway dated June 29, 2020) is hereby forever released and discharged in all respects.

GENERAL

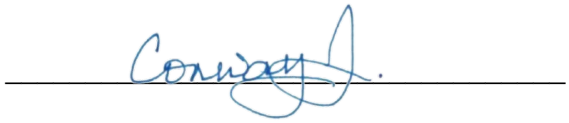
14. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of

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.

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

16. 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.

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



Schedule "A"
Confirmation Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
GNC HOLDINGS, INC., *et al.*,	Case No. 20-11662 (KBO)
Debtors.[1]	(Jointly Administered)
	Re: Docket Nos. 1352, 1398

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING SEVENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GNC HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") having:

a. commenced, on June 23, 2020 (the "**Petition Date**"), these chapter 11 cases (collectively, the "**Chapter 11 Cases**") by filing voluntary petitions in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**");

b. continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

c. filed, on August 20, 2020, the solicitation version of the *Third Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 849] (including all exhibits and supplements thereto, the "**Solicited Plan**");

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

d. filed, on August, 20, 2020, the solicitation version of the *Disclosure Statement for the Third Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 851] (as may be amended, supplemented, or modified from time to time, and including all exhibits and supplements thereto, the "**Disclosure Statement**");

e. obtained, on August 20, 2020, entry of the *Order (A) Approving the Disclosure Statement, (B) Establishing the Voting Record Date, Voting Deadline, and Other Dates, (C) Approving Procedures for Soliciting, Receiving, and Tabulating Votes on the Plan and for Filing Objections to the Plan, (D) Approving the Manner and Forms of Notice and Other Related Documents, (E) Approving Notice and Procedures for the Assumption of Executory Contracts and Unexpired Leases, (F) Granting Related Relief* [Docket No. 820] (the "**Disclosure Statement Order**"), that, among other things, (a) approved the Disclosure Statement as having adequate information, as required under section 1125(a) of the Bankruptcy Code, (b) authorized the Debtors to solicit votes with regard to the acceptance or rejection of the Solicited Plan, (c) approved the Debtors' supplemental disclosures and related notices, forms, and ballots to be submitted to parties in interest in connection with the modifications set forth in the Disclosure Statement (collectively, the "**Solicitation Packages**") and the Debtors' voting procedures (the "**Voting Procedures**"), and (d) approved the procedures for the assumption of executory contracts and unexpired leases;

f. caused, on or prior to September 4, 2020 (the "**Solicitation Date**"), solicitation materials and notice of the deadline for objecting to confirmation of the Solicited Plan to be distributed consistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and the Disclosure Statement Order, as evidenced by, among other things, the *Affidavit of Service* [Docket No. 1085], the *Affidavit of Service* [Docket No. 1184], and the *Affidavit of Service of Solicitation Materials* [Docket No. 1321] (collectively, the "**Solicitation Affidavits**") filed by Prime Clerk LLC ("**Prime Clerk**"), the Debtors' Court-approved balloting agent, on September 9, 2020 and September 17, 2020, respectively;

g. caused the *Notice of Potential Assumption of Executory Contracts or Unexpired Leases and Cure Amounts* [Docket No. 614] (as amended, modified, or supplemented, including pursuant to the *First Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Cure Amounts* [Docket No. 927], the *Second Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and Cure Amounts* [Docket No. 1111], and the *Third Supplemental Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases and Cure Amounts* [Docket No. 1182], the "**Contract/Lease Notice**") to be distributed to counterparties to the Debtors' executory contracts and unexpired leases, as evidenced by, among other things, the affidavits of service filed by Prime Clerk [Docket Nos. 737, 961, 965, 1247, 1248, and 1252] (collectively, the "**Contract/Lease Affidavits**");

h. caused notice of the Confirmation Hearing (the "**Confirmation Hearing Notice**") to be published in the national editions of *USA Today,* the *Wall Street Journal,* and *The Globe and Mail* on August 26, 2020 and *La Presse* (in French) on September 1, 2020, as evidenced by, among other things, the *Affidavit of Publication* [Docket No. 1037] (the "**Publication Affidavit**") filed by Prime Clerk on September 2, 2020;

i. obtained, on September 18, 2020, entry of the *Order (I) Authorizing and Approving (A) the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, and Encumbrances and (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (II) Granting Related Relief* [Docket No. 1202] (the "**Sale Order**"), that, among other things, approved the sale of substantially all of the Debtors' assets to the Buyer (the "**Sale Transaction**");

j. filed, on September 29, 2020, the *Fourth Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1263];

k. filed, on September 30, 2020, the *Fifth Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1301];

l. closed, on October 7, 2020, the sale of substantially all their assets to the Buyer (i.e., the Sale Transaction), as noticed in the *Notice of Sale Closing* [Docket No. 1338] (the "**Sale Closing**");

m. filed, on October 7, 2020, the *Sixth Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1347];

n. filed, on October 8, 2020, the *Declaration of Alex Orchowski of Prime Clerk LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1350] (the "**Voting Report**");

o. filed, on October 8, 2020, the *Debtors' (A) Memorandum of Law in Support of Confirmation of the Sixth Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code and (B) Omnibus Reply to Objections to Confirmation* [Docket No. 1352] (the "**Confirmation Brief**");

p. filed the *Declaration of Amy B. Lane, Independent Director of GNC Holdings, Inc., in Support of Confirmation of Sixth Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1351], the *Declaration of Gregory Berube in Support of Confirmation of the Seventh Amended Joint Chapter 11 Plan of*

Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 1401], and the *Declaration of Robert A. Del Genio in Support of Confirmation of the Seventh Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1402] (collectively, the "**Confirmation Declarations**");

q. obtained, on October 8, 2020, entry of the *Order Approving (A) Global Settlement, (B) Stalking Horse Agreement, and (C) Plan Support Agreement* [Docket No. 1360] (the "**Settlement Order**") that, among other things, approved the Global Settlement (as defined herein);

r. filed, on October 13, 2020, the *Seventh Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1398] (including all exhibits and supplements thereto, and as modified or amended from time to time, the "**Plan**"),[2] which includes modifications to the Solicited Plan related to the Global Settlement (as defined herein); and

s. obtained, on October 14, 2020, entry of the *Order (A) Dismissing Case of GNC China Holdco, LLC and (B) Amending Debtors' Case Caption* (the "**GNC China Dismissal Order**").[3]

This Bankruptcy Court having:

i. set October 14, 2020 at 1:00 p.m. (prevailing Eastern time), as the date and time for the commencement of the Confirmation Hearing pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

ii. reviewed the Plan, the Disclosure Statement, the Confirmation Declarations, the Confirmation Brief, the Voting Report, and all pleadings, exhibits, statements, responses, and comments regarding confirmation of the Plan ("**Confirmation**"), including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

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[2] Unless otherwise specified, capitalized terms and phrases used herein have the meanings assigned to them in the Plan. The rules of interpretation set forth in Section I.B of the Plan shall apply to this order (this "**Confirmation Order**"). In addition, in accordance with Section I.B of the Plan, any term used in the Plan or this Confirmation Order that is not defined in the Plan or this Confirmation Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules (each as hereinafter defined), shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable. If there is any direct conflict between the terms of the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference.

[3] Accordingly, as a result of the GNC China Dismissal Order, all references to the "Debtors" in the Plan and this Confirmation Order shall exclude GNC China Holdco, LLC.

iii. held the Confirmation Hearing and heard the statements, arguments, and objections made by counsel in respect of Confirmation;

iv. considered all oral representations, documents, filings, and evidence regarding Confirmation;

v. taken judicial notice of all papers and pleadings filed in the Chapter 11 Cases, all evidence proffered or adduced, and all arguments made at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases; and

vi. overruled all objections to the Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn, except as expressly provided herein.

NOW, THEREFORE, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby; and the record of the Chapter 11 Cases and the legal and factual bases set forth in the documents filed in support of Confirmation and presented at the Confirmation Hearing including, but not limited to, the Voting Report and the Confirmation Declarations, having established just cause for the relief granted in this Confirmation Order; and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court hereby makes and issues the following findings of fact, conclusions of law, and order:[4]

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW.

A. JURISDICTION, CORE PROCEEDING, APPLICABLE LAW.

1. The Bankruptcy Court has jurisdiction over this matter pursuant to 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 February 29, 2012. This is a core proceeding pursuant

[4] This Confirmation Order constitutes the Bankruptcy Court's findings of fact and conclusions of law under Fed. R. Civ. P. 52, as made applicable herein by Bankruptcy Rules 7052 and 9014. Any finding of fact shall constitute a finding of fact even if it is stated as a conclusion of law, and any conclusion of law shall constitute a conclusion of law even if it is stated as a finding of fact.

to 28 U.S.C. § 157(b)(2) and the Bankruptcy Court may enter a final order in connection with this proceeding in accordance with Article III of the United States Constitution. The Debtors were and are qualified to be debtors in chapter 11 cases under section 109(a) and (d) of the Bankruptcy Code.

B. VENUE.

2. Venue in the District of Delaware of the Chapter 11 Cases was proper as of the Petition Date and continues to be proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. COMMENCEMENT AND JOINT ADMINISTRATION OF THE CHAPTER 11 CASES.

3. On the Petition Date, the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On June 24, 2020, the Bankruptcy Court entered the *Order Authorizing Joint Administration of Chapter 11 Cases* [Docket No. 95] authorizing the joint administration and procedural consolidation of the Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases, other than for the appointment of a fee examiner for which the Bankruptcy Court entered the *Order Appointing Fee Examiner and Establishing Procedures for Consideration of Requested Fee Compensation and Reimbursement of Expenses* on July 20, 2020 [Docket No. 439].

D. JUDICIAL NOTICE.

4. The Bankruptcy Court takes judicial notice of, and deems admitted into evidence for purposes of Confirmation, the docket of the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court or its duly appointed agent, including all pleadings and other documents on

file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the Chapter 11 Cases.

E. PLAN SUPPLEMENT.

5. On September 28, 2020, the Debtors filed the *Plan Supplement for the Fourth Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1262] (as further amended, modified, or supplemented, including as in the *Notice of Filing of Revised Exhibit I and Exhibit L to Plan Supplement* [Docket No. 1303], the *Notice of Filing of Certain Revised Exhibits to Plan Supplement* [Docket No. 1349], and the *Notice of Filing of Further Revised Exhibit L to Plan Supplement* [Docket No. 1400] the "**Plan Supplement**"). The Plan Supplement complies and is consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, and the facts and circumstances of the Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement, including, for the avoidance of doubt, any amendment, modification, or supplement thereto. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. All Holders of Claims who voted to accept the Plan and who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified and supplemented by the Plan Supplement. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date subject to compliance with the Bankruptcy Code and the Bankruptcy Rules, *provided* that no such alteration, amendment, update, or modification shall be inconsistent with the terms of this Confirmation Order, the terms of the Global Settlement (defined below), or the terms of the Plan.

F. FINANCING ORDERS.

6. On June 26, 2020, the Bankruptcy Court entered 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].

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

G. DISCLOSURE STATEMENT ORDER.

8. On August 20, 2020, the Bankruptcy Court entered the Disclosure Statement Order, which, among other things: (a) approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017; (b) approved the Voting Procedures; (c) approved the Solicitation Packages; (d) set October 5, 2020, at 5:00 p.m. (prevailing Eastern time) as the deadline for voting to accept or reject the Plan (the "**Voting Deadline**") and October 5, 2020, at 5:00 p.m. (prevailing Eastern time) as the deadline for objecting to the Plan (the "**Plan Objection Deadline**"); and (e) set October 14, 2020, at 1:00 p.m. (prevailing Eastern time) as the date and time for the Confirmation Hearing.

H. TRANSMITTAL AND MAILING OF MATERIALS; NOTICE.

9. As evidenced by the Contract/Lease Affidavits, the Solicitation Affidavits, the Publication Affidavit, and the Voting Report, due, adequate, and sufficient notice of entry of the

Disclosure Statement Order, the Plan, and notice of the assumptions of executory contracts and unexpired leases to be assumed and assigned by the Debtors (such executory contracts and unexpired leases, the "**Assumed Contracts**") and related cure amounts and the procedures for objecting thereto and resolution of disputes by the Bankruptcy Court thereof has been given to, as applicable: (a) all known Holders of Claims or Interests; (b) parties that requested notice in accordance with Bankruptcy Rule 2002; (c) all non-Debtor counterparties to executory contracts and unexpired leases; and (d) all taxing authorities listed on the Debtors' Schedules or the claims register in the Chapter 11 Cases; each in substantial compliance with the Disclosure Statement Order and Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), and no other or further notice is or shall be required. Due, adequate, and sufficient notice of the Voting Deadline, the deadline and procedures for objecting to the assumption of executory contracts, the Plan Objection Deadline, the Confirmation Hearing, and any other applicable dates and hearings described in the Disclosure Statement Order was given in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Disclosure Statement Order, and no other or further notice is or shall be required.

I. SOLICITATION.

10. The Debtors solicited votes for acceptance and rejection of the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to sections 1125, 1126, and all other applicable sections of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement Order, and all other applicable rules, laws, and regulations. All procedures used to distribute Ballots to the applicable Holders of Claims and to tabulate the Ballots were fair and reasonable and conducted in good faith and in accordance with the Disclosure Statement Order and the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and all other applicable rules, laws, and regulations. Each of (a) the

Consenting Creditors, (b) the Convertible Unsecured Notes Indenture Trustee, (c) the DIP Agents, (d) the DIP Lenders, (e) the Committee and its current and former (if any) members, (f) the New Debt Agents, (g) the New Lenders, (h) the ABL FILO Term Agent, (i) the ABL FILO Term Lenders, (j) the ABL Revolving Lenders, (k) the Ad Hoc Groups and their current and former (if any) members, (l) the Tranche B-2 Term Loan Agents, (m) the Tranche B-2 Term Loan Lenders, (n) with respect to each of the foregoing parties in clauses (a) through (m), of such Entity's current and former Affiliates, and such Entities' and their current and former Affiliates' current and former directors, managers, officers, principals, members, employees, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, agents, advisory board members, managed accounts or funds, fund advisors, management companies, financial advisors, investment advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, and such Entities' respective heirs, executors, estate, and nominees, and (o) the other Released Parties acted in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective conduct relating to the solicitation of acceptances of the Plan and the other activities described in section 1125 of the Bankruptcy Code. Accordingly, the Released Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

J. CONSUMMATION OF SALE TRANSACTION

11. On September 18, 2020, the Bankruptcy Court entered the Sale Order authorizing the Sale Transaction. On October 7, 2020, the Debtors and Buyer consummated the Sale Transaction, as noticed in the *Notice of Sale Closing* [Docket No. 1338].

K. VOTING REPORT

12. Prior to the Confirmation Hearing, the Debtors filed the Voting Report. As set forth in the Voting Report, the procedures used to tabulate the Ballots were fair and conducted in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations.

13. As set forth in the Plan, Holders of Claims in Classes 3 and 4 (the "**Voting Classes**")[5] for each of the Debtors were eligible to vote on the Plan pursuant to the Solicitation Procedures. In addition, Holders of Claims and Interests in Class 1 are Unimpaired and conclusively presumed to have accepted the Plan and, therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims and Interests in Classes 6 and 7 either are Unimpaired, in which case they are conclusively deemed to have accepted the Plan, or Impaired, in which case they are conclusively deemed to have rejected the Plan, and therefore, are not entitled to vote to accept or reject the Plan. Holders of Claims and Equity Interests in Classes 5 and 8 (together with Holders of Claims in Class 6 and 7, to the extent Impaired under the Plan, the "**Deemed Rejecting Classes**") are Impaired under the Plan, are entitled to no recovery under the Plan, and are therefore conclusively deemed to have rejected the Plan. The Plan consolidates Claims against all Debtors solely for purposes of voting, Confirmation, and distribution, but not for any other purpose. Accordingly, General Unsecured Claims against any Debtor are classified in Class 4 or Class 4A, as applicable, and, to the extent Allowed, are entitled to share pro rata with all other Allowed Class 4 or Class 4A Claims, as applicable, in the treatment provided for Class 4 and Class 4A, as applicable, without any allocation thereof among the Debtors.

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[5] Holders of Class 4A Claims are Holders of Class 4 Claims that make the Committee Election (after Confirmation) to have their Class 4 Claims treated as Class 4A Convenience Claims. Accordingly, Holders of Class 4A Claims were entitled to vote on the Plan as a result of their Class 4 Claims.

14. As evidenced by the Voting Report, each of the Voting Classes voted to accept the Plan.

L. BANKRUPTCY RULE 3016

15. The Plan is dated and identifies the Debtors as the Entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and the Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b).

M. BURDEN OF PROOF

16. The Debtors, as proponents of the Plan, have met their burden of proving the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Further, the Debtors have proven the elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by clear and convincing evidence.

N. MODIFICATIONS TO THE PLAN

17. Subsequent to the filing of the Solicited Plan, the Debtors made certain modifications thereto, including to document the global settlement among the Debtors, the Buyer, the Ad Hoc Group of Crossover Lenders, the Committee, and the Ad Hoc Group of Convertible Notes (the "**Global Settlement**"), which required amendments to the Solicited Plan and is summarized in the *Motion of Debtors for Order Approving (A) Global Settlement, (B) Stalking Horse Agreement Amendment, and (C) Plan Support Agreement* [Docket No. 1235] and reflected in the Plan. Such modifications to the Solicited Plan and any further modifications made to the Plan prior to the Confirmation Date (collectively, the "**Modifications**") implement changes made pursuant to the Global Settlement approved by the Bankruptcy Court in the Settlement Order or otherwise constitute technical changes or do not materially and adversely affect or change the treatment of any Claims against, or Interests in, the Debtors and comply in

all respects with section 1127 of the Bankruptcy Code. The Plan is consistent with the Global Settlement and the Settlement Order. Accordingly, pursuant to Bankruptcy Rule 3019, (a) no other or further disclosure with respect to the Modifications is required under section 1125 of the Bankruptcy Code and (b) neither resolicitation of votes on the Plan nor affording Holders of Claims and Interests in the Voting Classes the opportunity to change a previously cast Ballot is required under section 1126 of the Bankruptcy Code.

O. COMPLIANCE WITH THE REQUIREMENTS OF SECTION 1129 OF THE BANKRUPTCY CODE

18. The Plan complies with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(1) of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code.

1. Sections 1122 and 1123(a)(1)-(4) - Classification and Treatment of Claims and Interests.

19. Pursuant to sections 1122(a) and 1123(a)(l) of the Bankruptcy Code, Article III of the Plan designates Classes of Claims and Interests, other than for Administrative Claims, DIP Facilities Claims, Priority Tax Claims, and Other Priority Claims.[6] As required by section 1122(a), each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. The Plan contains eight Classes of Claims and Interests, designated as Classes 1 and 3, 4, 4A, and 5 through 8 (Class 2 is reserved). Such classification is proper under section 1122(a) of the Bankruptcy Code, because such Classes of Claims and Interests have differing rights among each other and against the

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[6] Pursuant to section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facilities Claims, Priority Tax Claims, and Other Priority Claims are not required to be classified. Articles II.A, II.B, II.C, and II.D of the Plan describe the treatment under the Plan of Administrative Claims, DIP Facilities Claims, Priority Tax Claims, and Other Priority Claims, respectively.

Debtors' assets or differing interests in the Debtors. Pursuant to section 1123(a)(2) of the Bankruptcy Code, Article III of the Plan specifies all Classes of Claims and Interests that are not Impaired under the Plan and specifies all Classes of Claims and Interests that are Impaired under the Plan. Pursuant to section 1123(a)(3) of the Bankruptcy Code, Article III of the Plan specifies the treatment of all Claims and Interests under the Plan. Pursuant to section 1123(a)(4) of the Bankruptcy Code, Article III of the Plan also provides the same treatment for each Claim or Interest within a particular Class, unless the Holder of a Claim or Interest agrees to less favorable treatment of its Claim or Interest. The Plan therefore complies with sections 1122 and 1123(a)(1)-(4) of the Bankruptcy Code.

2. Section 1123(a)(5) - Adequate Means for Implementation of the Plan.

20. Article IV and various other provisions of the Plan provide adequate means for the Plan's implementation. Those provisions relate to, among other things: (a) the good-faith compromise and settlement of Claims, Interests, and controversies relating thereto; (b) sources of consideration for distributions under the Plan; (c) treatment of Equity Interests in subsidiary Debtors; (d) cancellation of notes, instruments and Equity Interests; (e) payment of certain fees and expenses; (f) authority to undertake corporate actions necessary to effectuate the Plan (g) rejection, assumption, or assumption and assignment of executory contracts and unexpired leases; (h) appointment and authority of the Plan Administrator; (i) the establishment of certain escrows to secure the payment of certain Claims and contingent obligations; and (j) the wind-down and dissolution of the Reorganized Debtors. Moreover, the Debtors will have, on the Effective Date, sufficient Cash to make all payments required under the Plan or otherwise on the Effective Date or soon thereafter. The Plan therefore complies with section 1123(a)(5) of the Bankruptcy Code.

3. Section 1123(a)(6) - Prohibition Against the Issuance of Nonvoting Equity Securities and Adequate Provisions for Voting Power of Classes of Securities.

21. This section is not applicable to the Plan.

4. Section 1123(a)(7) – Directors, Officers, and Insiders.

22. The Debtors disclosed the identity and material terms of engagement of the Plan Administrator in the Plan Supplement. The Committee selected Meta Advisors, Inc. to serve as the Plan Administrator in accordance with the Global Settlement and the Plan. The manner of selection of the Plan Administrator is consistent with the interests of the creditors and other stakeholders and with public policy. Accordingly, the Debtors have satisfied section 1123(a)(7) of the Bankruptcy Code.

23. On the Effective Date, Meta Advisors, Inc., without the need for further action or approval, shall be appointed as Plan Administrator, and META Advisors LLC, shall be appointed as designee of the Plan Administrator for the estate of the Reorganized Debtors pursuant to the terms of the Plan Administrator Agreement filed with the Bankruptcy Court as part of the Plan Supplement [Docket No. 1400] (the "**PAA**"). The PAA and the terms thereof are hereby approved and the Debtors are authorized to enter into and perform under the PAA.

5. Section 1123(b)(1)-(2) - Impairment of Claims and Interests and Assumption, Assumption and Assignment or Rejection of Executory Contracts and Unexpired Leases.

24. In accordance with section 1123(b)(1) of the Bankruptcy Code, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests. In accordance with section 1123(b)(2) of the Bankruptcy Code, Article V of the Plan provides that, as of and subject to the occurrence of the Effective Date any Executory Contract or Unexpired Lease shall be deemed rejected if such Executory Contract or Unexpired Lease (a) is not assumed and assigned pursuant to the Sale Transaction Documents; (b) has not previously been

rejected by order of the Bankruptcy Court; (c) is not identified in the Plan Supplement as a contract or lease to be assumed; (d) is not expressly assumed pursuant to the terms of the Plan; (e) has not expired or terminated by its own terms on or prior to the Effective Date; or (f) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

25. The Debtors have provided notice to each non-Debtor counterparty to each Executory Contract and Unexpired Lease of the treatment of such non-Debtor counterparty's contract(s) pursuant to the Plan and, with respect to executory contracts and unexpired leases being assumed under the Plan, the proposed Cure Cost for such contracts and leases, as evidenced by the Contract/Lease Notice and Contract/Lease Affidavits. The Debtors, in assuming the Assumed Contracts under the Plan, (a) utilized their sound business judgment, (b) provided adequate assurance of future performance (within the meaning of section 365 of the Bankruptcy Code) and no further adequate assurance is or shall be required, and (c) complied with section 365 of the Bankruptcy Code, as contemplated by section 1123(b)(2) of the Bankruptcy Code. The Plan is, therefore, consistent with section 1123(b)(1)-(2) of the Bankruptcy Code.

6. Section 1123(b)(3) - Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action.

26. **Compromise and Settlement**. Pursuant to section 1123 of the Bankruptcy Code and in consideration for (a) the distributions, releases, and other benefits provided under the Plan, and (b) the support of the (i) the Committee and the Ad Hoc Group of Convertible Notes pursuant to the Global Settlement and Plan Support Agreement, and (ii) the Consenting Creditors pursuant to the Restructuring Support Agreement, upon the Effective Date, and subject to the provisions of Article III.C of the Plan, the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to any Allowed

Claim or Interest or any distribution to be made on account thereof or otherwise resolved under the Plan. Such compromise and settlement is fair, equitable, and reasonable and in the best interests of the Debtors and their Estates.

27. In accordance with the provisions of the Plan, including, without limitation, Article IV.R of the Plan, on and after the Effective Date, and to the extent not transferred to the Buyer pursuant to the Sale Transaction or released pursuant to Article IV.R. or any other provision of the Plan, the Reorganized Debtors shall retain and may enforce, sue on, settle, compromise, otherwise resolve, discontinue, abandon, or dismiss all retained Causes of Actions, without any further notice to or action, order, or approval of the Bankruptcy Court, *provided, however*, that upon the Effective Date, notwithstanding any other provision in the Plan or any order entered in these Chapter 11 Cases, the Debtors and the Reorganized Debtors shall forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have against any Entity (irrespective of whether such Entity is a Released Party) that arise under section 547 of the Bankruptcy Code and analogous non-bankruptcy law.

28. **Subordinated Claims**. The classification and manner of satisfying all Claims and Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. All subordination rights that a Holder of a Claim or Interest may have with respect to any distribution to be made under the Plan, shall be discharged and terminated, and all actions related to the enforcement of such subordination rights shall be enjoined permanently. Accordingly, distributions under the Plan to Holders of Allowed Claims shall not be subject to payment of a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment, or other legal process by a beneficiary of such terminated subordination rights.

29. **Releases by the Debtors**. The releases set forth in Article IX.B of the Plan (collectively, the "**Debtor Release**") constitute an essential and critical provision of the Plan and formed an integral part of the agreement among all parties in interest embodied in the Plan, as demonstrated by, among other things, the terms of the Restructuring Support Agreement. The Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (a) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) in exchange for the good and valuable consideration provided by the Released Parties; (c) a good faith settlement and compromise of the Claims released by such releases; (d) in the best interests of the Debtors and their creditors; (e) fair, equitable, and reasonable; (f) given and made after due notice and opportunity for hearing; (g) appropriately narrow in scope given that it expressly excludes any Causes of Action arising from acts of actual fraud or willful misconduct; and (h) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

30. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' restructuring efforts. Such protections from liability facilitated the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan. In addition, following the conclusion of an investigation conducted by the special committee of the board of directors of GNC Holdings, the Debtors are not aware of any (a) significant potential claims that are being released or (b) pending litigation that would be discontinued as a result of the Debtor Release.

31. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the value provided by

the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release is approved.

32. **Third-Party Release**. The releases set forth in Article IX.C of the Plan (collectively, the "**Third-Party Release**") constitute an essential and critical provision of the Plan and formed an integral part of the agreement among all parties in interest embodied in the Plan, as demonstrated by, among other things, the terms of the Restructuring Support Agreement. The Third-Party Release is: (a) consensual on the part of the Releasing Parties; (b) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (c) in exchange for the good and valuable consideration provided by the Released Parties; (d) a good-faith settlement and compromise of the Claims released by such releases; (e) in the best interests of the Debtors and their creditors; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) appropriately narrow in scope given that it expressly excludes any Causes of Action arising from acts of actual fraud or willful misconduct; and (i) subject to Article III.C of the Plan, a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases.

33. Like the Debtor Release, the Third-Party Release and its protections were necessary inducements to the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan and the structure for the Debtors' reorganization. Specifically, the Released Parties, individually and collectively, made significant contributions to the Chapter 11 Cases, including entering into the Restructuring Support Agreement, providing funding for the Chapter 11 Cases, permitting use of their collateral during these Chapter 11 Cases, and otherwise actively supporting the Debtors' reorganization. The Third-Party Release therefore appropriately offers protection to parties who actively and

constructively participated in and contributed to the Plan and without whom the Sale Transaction could not have been achieved. In addition, following the conclusion of an investigation conducted by the special committee of the board of directors of GNC Holdings, the Debtors are not aware of any (a) significant potential claims that are being released or (b) pending litigation that would be discontinued as a result of the Third-Party Release.

34. The scope of the Third-Party Release in the Plan is appropriately tailored to the facts and circumstances of the Chapter 11 Cases, and parties received due and adequate notice of the Third-Party Release and, to the extent provided under the Plan, the opportunity to opt out of or object to the Third-Party Release, as applicable. In light of, among other things, the value provided by the Released Parties to the Debtors' Estates, the consensual nature of the Third-Party Release, and the critical nature of the Third-Party Release to the Plan, the Third-Party Release is approved.

35. **Exculpation**. The exculpation provisions set forth in Article IX.D of the Plan (collectively, the "**Exculpation**") are approved. The Exculpation is appropriate under applicable law because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, is a key element of the Restructuring Support Agreement and the Plan, and is appropriately limited in scope, as it will have no effect on the liability of any Person or Entity that results from any such act or omission that is determined by a Final Order to have constituted actual fraud or willful misconduct. The Exculpated Parties have participated in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation and distribution of the securities pursuant to the Plan, and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable

law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

36. **Injunction**. The injunctive provisions set forth in Article IX.E of the Plan (collectively, the "**Injunction**") are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the Exculpation in Article IX of the Plan. Such Injunction is appropriately tailored to achieve those purposes. Accordingly, the Injunction is approved.

37. **Retained Causes of Action.** The provisions regarding the retention of Causes of Action in the Plan, including Article IV.R of the Plan, are appropriate and are in the best interests of the Debtors, their respective Estates, and their creditors. The list of retained Causes of Actions filed as part of the Plan Supplement adequately specifies the retained Causes of Actions under the Plan.

38. In light of the foregoing, the Plan is consistent with section 1123(b)(3) of the Bankruptcy Code.

7. Section 1123(b)(5) - Modification of the Rights of Holders of Claims.

39. Article III of the Plan modifies or leaves unaffected, as the case may be, the rights of Holders of each Class of Claims, and therefore, the Plan is consistent with section 1123(b)(5) of the Bankruptcy Code.

8. Section 1123(b)(6) - Other Provisions Not Inconsistent with Applicable Provisions of the Bankruptcy Code.

40. The Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code, including: (a) the provisions of Article IV of the Plan regarding the means for executing and implementing the Plan; (b) the provisions of Article V of the Plan governing the treatment of Executory Contracts and Unexpired Leases;

(c) the provisions of Article VI of the Plan governing distributions on account of Allowed Claims, particularly as to the timing and calculation of amounts to be distributed; (d) the provisions of Articles IX.B and IX.C of the Plan regarding the releases with respect to the Released Parties; (e) the provisions of Article IX.E of the Plan regarding the injunction with respect to Claims and interests treated under the Plan; and (f) the provisions of Article X of the Plan regarding retention of jurisdiction by the Bankruptcy Court over certain matters after the Effective Date. The Plan is therefore consistent with section 1123(b)(6) of the Bankruptcy Code.

9. Section 1129(a)(2) - Compliance with Applicable Provisions of the Bankruptcy Code.

41. The Debtors have complied with all applicable provisions of the Bankruptcy Code, as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018. The Disclosure Statement and the procedures by which the Ballots for acceptance or rejection of the Plan were solicited and tabulated were fair, properly conducted, and in accordance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, and the Disclosure Statement Order. Consistent with Article IX.D of the Plan, the Debtors and their respective members, officers, directors, shareholders, employees, representatives, advisors, attorneys, financial advisors, investment bankers, or agents, as applicable, have acted in "good faith," within the meaning of section 1125(e) of the Bankruptcy Code. The Plan therefore complies with section 1129(a)(2) of the Bankruptcy Code.

10. Section 1129(a)(3) - Proposal of the Plan in Good Faith.

42. The Debtors proposed the Plan (including the Plan Supplement and all other documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Bankruptcy Court has

examined the totality of the circumstances surrounding the formulation of the Plan. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, and the record of the Confirmation Hearing. Based on the Disclosure Statement and the evidence presented at the Confirmation Hearing, the Bankruptcy Court finds and concludes that the Plan has been proposed with the legitimate and honest purpose of maximizing the returns available to creditors of the Debtors. Moreover, the Plan itself and the arms' length negotiations among the Debtors, the Consenting Creditors, the Committee, the Ad Hoc Group of Convertible Notes and the Debtors' other constituencies leading to the Plan's formulation, as well as the overwhelming support of creditors for the Plan, provide independent evidence of the Debtors' good faith in proposing the Plan. Further, the Plan's classification, indemnification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each necessary for the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

43. The Plan has been proposed in good faith to achieve a result consistent with the objectives and purposes of the Bankruptcy Code and the Debtors (and all of their respective officers, managers, directors, agents, independent contractors, financial advisors, consultants, attorneys, employees, partners, Affiliates, and representatives) have been, are, and will continue to act in good faith within the meaning of sections 1125(e) and 1126(e) the Bankruptcy Code if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (b) take the actions authorized and directed or contemplated by this Confirmation Order.

11. Section 1129(a)(4) - Bankruptcy Court Approval of Certain Payments as Reasonable.

44. Article II.A.2 of the Plan provides that (a) all final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date; (b) that objections to any final requests for payment of Professional Fee Claims must be filed no later than 20 days from the date of the filing of such final requests for payment of Professional Fee Claims; and (c) that the Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Bankruptcy Court orders. Accordingly, subject to any other applicable order of the Bankruptcy Court, the Bankruptcy Court has reviewed or will review the reasonableness of the final fee applications under sections 328 and 330 of the Bankruptcy Code and any applicable case law. Thus, the Plan complies with section 1129(a)(4) of the Bankruptcy Code.

12. Section 1129(a)(5) – Directors, Officers, and Insiders.

45. The Debtors disclosed the identity and material terms of engagement of the Plan Administrator in the Plan Supplement. The Plan complies with section 1129(a)(5) of the Bankruptcy Code because the appointment of the Plan Administrator and disclosure thereof is consistent with the interests of the creditors and with public policy.

13. Section 1129(a)(6) - Approval of Rate Changes.

46. Section 1129(a)(6) of the Bankruptcy Code is inapplicable to the Chapter 11 Cases. The Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission.

14. Section 1129(a)(7) - Best Interests of Holders of Claims and Interests.

47. The Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code. The evidence in support of the Plan that was proffered or adduced at the Confirmation Hearing, including the Confirmation Declarations (as applicable), the liquidation analysis attached to the Disclosure Statement as Exhibit E, and the facts and circumstances of the Chapter 11 Cases: (a) is reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (b) utilizes reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other evidence; and (d) establishes that Holders of Allowed Claims or Interests in each Class will recover at least as much under the Plan on account of such Claim or Interest, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code.

15. Section 1129(a)(8) - Acceptance of Plan by Impaired Classes.

48. Class 1, and Classes 6 and 7 (to the extent Unimpaired under the Plan), are each Classes of Unimpaired Claims or Interests that are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. As set forth in the Voting Report, Classes 3 and 4 have voted to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code.[7] The Deemed Rejecting Classes are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Although section 1129(a)(8) of the Bankruptcy Code is not satisfied with respect to the Deemed Rejecting Classes, the Plan may nevertheless be confirmed because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to each such Class.

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[7] Holders of Class 4A Claims are Holders of Class 4 Claims that make the Committee Election (after Confirmation) to have their Class 4 Claims treated as Class 4A Convenience Claims. Accordingly, Holders of Class 4A Claims have accepted the Plan as a result of their Class 4 Claims.

16. Section 1129(a)(9) - Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code.

49. Article II of the Plan provides for treatment of Administrative Claims, DIP Facilities Claims, Priority Tax Claims, and Other Priority Claims, subject to certain bar date provisions consistent with Bankruptcy Rules 3002 and 3003, in the manner required by section 1129(a)(9) of the Bankruptcy Code.

17. Section 1129(a)(10) - Acceptance by at Least One Impaired Non-Insider Class.

50. As indicated in the Voting Report and as reflected in the record of the Confirmation Hearing, at least one Class of Claims or Interests that is Impaired under the Plan has voted to accept the Plan, disregarding any votes by insiders. Each of Class 3 and Class 4 is Impaired and has voted to accept the Plan, determined without including any acceptance of the Plan by an insider. The Plan therefore complies with section 1129(a)(10) of the Bankruptcy Code.

18. Section 1129(a)(11) - Feasibility of the Plan.

51. The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. For the reasons provided at the Confirmation Hearing and in the Confirmation Brief, including the segregated funds provided for by the Plan and the *Fifth Amendment to the Stalking Horse Agreement* (*see* Docket No. 1337), the Plan is feasible and the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

19. Section 1129(a)(12) - Payment of Bankruptcy Fees.

52. The Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code. Article XII.C of the Plan provides for the payment of all fees due and payable pursuant to 28 U.S.C. § 1930 by the Debtors or the Reorganized Debtors, as applicable.

20. Section 1129(a)(13) - Retiree Benefits

53. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits (as defined in section 1114 of the Bankruptcy Code) at levels established pursuant to section 1114 of the Bankruptcy Code. Article V.G of the Plan provides that subject to the provisions of the Plan, the Compensation and Benefits Programs shall be treated assumed and assigned upon consummation of the Sale Transaction in accordance with the terms and conditions of the Sale Transaction Documents. All Proofs of Claim filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan, the Sale Order, and the Sale Transaction Documents, as applicable.

21. Sections 1129(a)(14), (a)(15), and (a)(16) of the Bankruptcy Code are Inapplicable.

54. The Debtors are not (i) required to pay any domestic support obligations, (ii) individuals, or (iii) nonprofit corporations or trusts. Accordingly, sections 1129(a)(14) through (16) of the Bankruptcy Code are not applicable.

22. Section 1129(b) - Confirmation of the Plan Over the Non-Acceptance of Impaired Classes.

55. Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Plan may be confirmed despite the fact that the Deemed Rejecting Classes have not accepted the Plan because the Plan meets the "cramdown" requirements for confirmation under section 1129(b) of the Bankruptcy Code. Other than the requirement in section 1129(a)(8) of the Bankruptcy Code with respect to Deemed Rejecting Classes, all of the requirements of section 1129(a) of the Bankruptcy Code have been met. The Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Classes. No Class of Claims and Interests junior

to any of the Deemed Rejecting Classes will receive or retain any property on account of their Claims and Interests, and no Class of Claims or Interests senior to the Deemed Rejecting Classes is receiving more than full payment on account of the Claims and Interests in such Class. The Plan therefore is fair and equitable, does not discriminate unfairly with respect to any of these Classes, and complies with section 1129(b) of the Bankruptcy Code.

23. Section 1129(c) - Only One Plan.

56. The Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code. The Plan (including previous versions thereof) is the only chapter 11 plan filed in the Chapter 11 Cases.

24. Section 1129(d) - Purpose of Plan.

57. The primary purpose of the Plan is not avoidance of taxes or avoidance of the requirements of section 5 of the Securities Act of 1933, 15 U.S.C. § 77e, and there has been no objection filed by any governmental unit asserting such avoidance. The Plan therefore complies with section 1129(d) of the Bankruptcy Code.

25. Satisfaction of Confirmation Requirements.

58. As set forth above, the Plan complies in all respects with the applicable requirements of section 1129 of the Bankruptcy Code.

P. GOOD-FAITH PARTICIPATION

59. Based upon the record before the Bankruptcy Court, the Debtors, the Consenting Creditors, the Committee, the Ad Hoc Group of Convertible Notes and each of their respective members, officers, directors, shareholders, employees, representatives, advisors, attorneys, financial advisors, investment bankers and agents have acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their respective activities relating to the

Chapter 11 Cases, and the negotiation and pursuit of confirmation of the Plan. Therefore, they are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and by the releases and the exculpatory and injunctive provisions set forth in Article IX of the Plan.

Q. AGREEMENTS AND OTHER DOCUMENTS

60. The Debtors have disclosed all material facts regarding: (a) the method and manner of distributions under the Plan; (b) the identity of the Plan Administrator and the material terms of the PAA; (c) the adoption, execution, and implementation of the other matters provided for under the Plan, including those involving corporate or limited liability company (as applicable) action to be taken by or required of the Debtors or the Reorganized Debtors; (d) all compensation plans; (e) the exemption under section 1146(a) of the Bankruptcy Code; (f) the rejection, assumption, or assumption and assignment of Executory Contracts; and (g) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

R. REJECTIONS OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

61. Each rejection of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such rejection had been effectuated pursuant to an appropriate authorizing order of the Bankruptcy Court entered prior to the Confirmation Date under section 365 of the Bankruptcy Code.

S. LIKELIHOOD OF SATISFACTION OF CONDITIONS PRECEDENT TO EFFECTIVE DATE

62. Without limiting or modifying the rights of the Debtors, the Committee, the Consenting Creditors, and the DIP Agents under Article VIII.B of the Plan, each of the

conditions precedent to the Effective Date, as set forth in Article VIII.A of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Article VIII.B of the Plan.

T. VALUATION

63. [RESERVED.]

U. IMPLEMENTATION

64. All documents and agreements necessary to implement the Plan, including those contained in the Plan Supplement that are necessary to implement the Plan, and all other relevant and necessary documents have been negotiated in good faith and at arm's length, are in the best interests of the Debtors, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law. The Debtors have exercised reasonable business judgment in determining which agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. The terms and conditions of such documents and agreements have been and are continuing to be negotiated in good faith, at arm's length, are fair and reasonable, and are approved. The Debtors and Reorganized Debtors, as applicable, are authorized, without any further notice to or action, order, or approval of this Bankruptcy Court, to finalize and execute and deliver all agreements, documents, instruments, and certificates relating thereto and perform their obligations thereunder in accordance with the Plan so long as such documents are consistent with the Plan and the Global Settlement.

II. ORDER.

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

A. CONFIRMATION OF THE PLAN

65. The Plan, a copy of which is attached hereto as Exhibit A, along with each of its provisions (whether or not specifically approved herein) and all operative exhibits and schedules thereto, is confirmed in each and every respect pursuant to section 1129 of the Bankruptcy Code and all of the provisions of the Plan (except to the extent any such provisions conflict with or are in any way inconsistent with an express term of this Confirmation Order, in which instance the Confirmation Order shall control and supersede such conflicting or inconsistent provisions of the Plan) are incorporated by reference into this Order, whether or not expressly set forth herein.[8] All documents included in the Plan Supplement that are necessary to implement the Plan are integral to, part of, and incorporated by reference into the Plan and are hereby approved. Subject to the terms of the Plan, the Debtors are authorized to alter, amend, update, or modify the Plan Supplement before the Effective Date in accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan, the Global Settlement, and this Confirmation Order. The terms of the Plan, the Plan Supplement, and the exhibits and schedules thereto are incorporated by reference into this Confirmation Order, and the provisions of the Plan and this Confirmation Order are non-severable and mutually dependent. Notwithstanding the foregoing, if there is any direct conflict between the terms of

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[8] Because the Debtors have consummated the Sale Transaction in accordance with the Sale Order and, therefore, are not proceeding with the Restructuring Transactions, the provisions in the Plan regarding Restructuring Transactions and the provisions in the Plan premised upon the Sale Transaction not being consummated are not operative.

the Plan and the terms of this Confirmation Order, the terms of this Confirmation Order shall control. All objections and other responses to, and statements and comments regarding, the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Confirmation Hearing are either (a) resolved or sustained on the terms set forth herein or (b) overruled.

66. The failure specifically to identify or refer to any particular provision of the Plan or any other agreement in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Plan and all other agreements approved by this Confirmation Order are approved in their entirety.

B. BINDING NATURE OF PLAN TERMS

67. Notwithstanding any otherwise applicable law, from and after the entry of this Confirmation Order, the terms of this Confirmation Order and the Plan, including the compromises, releases, waivers, discharges and injunctions described in Article IX of the Plan, shall be deemed binding upon (a) the Debtors, (b) any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted, rejected or are presumed to have accepted or deemed to have rejected the Plan), (c) any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any of the Debtors, and (d) the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing, in each case subject to Article III.C of the Plan.

C. PLAN CLASSIFICATION CONTROLLING

68. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan:

(a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

D. GENERAL SETTLEMENT OF CLAIMS

69. In consideration for (a) the Plan distributions, releases, and other benefits provided under the Plan, and (b) the support of the Committee, the Ad Hoc Group of Convertible Notes, and the Consenting Creditors, upon the Effective Date (or such later date as provided in Article III.C of the Plan), the provisions of the Plan constitute a good-faith compromise and settlement of all Claims and controversies relating to any Allowed Claim or Interest or any Plan distribution to be made on account thereof or otherwise resolved under the Plan. The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the compromise and settlement of all such Claims and controversies, as well as a finding by the Bankruptcy Court that such compromise and settlement is fair, equitable, and reasonable and in the best interests of the Debtors and their Estates. All Plan distributions made in accordance with the Plan are intended to be, and shall be, final.

E. VESTING OF ASSETS IN THE REORGANIZED DEBTORS; CONTINUED CORPORATE EXISTENCE

70. On the Effective Date, except as otherwise provided in the Plan and except to the extent sold pursuant to the Sale Order and the Sale Transaction Documents, pursuant to sections 1141(b) and 1141(c) of the Bankruptcy Code, all property of each Estate, including all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, encumbrances, charges, and

other interests; *provided* that, in accordance with Article IV.R of the Plan and notwithstanding any other provision in the Plan or any order entered in these Chapter 11 Cases, on the Effective Date, the Debtors and the Reorganized Debtors shall forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have against any Entity (irrespective of whether such Entity is a Released Party) that arise under section 547 of the Bankruptcy Code and analogous non-bankruptcy law. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor shall be authorized to operate their respective businesses and to use, acquire, or dispose of assets, without supervision or approval by the Bankruptcy Court and free from any restrictions of the Bankruptcy Code or the Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code.Except as otherwise provided in the Plan or pursuant to actions taken in connection with, including the entry into the PAA, and permitted by, the Plan, each of the Debtors, as a Reorganized Debtor, shall continue to exist on and after the Effective Date as a separate legal entity with all of the powers available to such legal entity under applicable law and pursuant to the applicable organizational documents, without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) in accordance with the Plan, the PAA, and such applicable law.

F. DIP FACILITIES CLAIMS

71. All DIP Facilities Claims (including the DIP Expenses) have been and shall be Allowed as provided for in the DIP Orders and the Plan and shall be treated in accordance with Article II.B of the Plan. All of the Debtors' contingent and unliquidated obligations under the DIP Credit Agreements and DIP Orders, including, without limitation, the DIP Agents' and the DIP Lenders' rights to indemnification from the Debtors, to the extent any such obligation has

not been paid in Cash in full on the Effective Date or assumed by the Buyer as contemplated in the Plan and the Sale Transaction Documents, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or Confirmation Order, notwithstanding any provision hereof or thereof to the contrary.

G. CANCELLATION OF NOTES, INSTRUMENTS, AND EQUITY INTERESTS

72. Except for the purpose of evidencing a right to a Plan distribution and except as otherwise set forth in the Plan, on the Effective Date, all agreements, instruments, and other documents evidencing, related to, or connected with any Claim or Interest and any rights of any Holder in respect thereof, shall be deemed cancelled, discharged, and of no force or effect; *provided, however,* that for the avoidance of doubt, the Convertible Unsecured Notes Indenture shall continue in effect solely for the purpose of: (a) preserving the Convertible Unsecured Notes Indenture Trustee's right to payment, if any, of their fees and expenses, including the right to exercise its charging lien against any distributions to be made to beneficial holders of Allowed Convertible Unsecured Notes Claims prior to such distribution, to the extent the Convertible Unsecured Notes Indenture Trustee's fees and expenses are not paid from any other source; and (b) preserving the right, if any, of the Unsecured Notes Indenture Trustee to Indemnification from the Debtors pursuant and subject to the terms of the Convertible Unsecured Notes Indenture. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, including for the avoidance of doubt rights under any negative pledge clauses, except the rights provided for pursuant to the Plan. To the extent that any provision of the DIP Credit Agreements and DIP Orders are of a type that

survives repayment of the subject indebtedness, such provisions shall remain in effect notwithstanding satisfaction of the DIP Facilities Claims.

H. CANCELLATION OF LIENS

73. Except as provided otherwise under the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all Liens securing any Secured Claim shall be fully released, settled, discharged, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns, and the Holder of such Secured Claim (and the applicable DIP Agents, ABL FILO Agent, and Tranche B-2 Term Loan Agents) shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable DIP Agents, ABL FILO Agent, and Tranche B-2 Term Loan Agents), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases, provided that if any such party does not so execute, deliver, and file or record such releases reasonably promptly upon the reasonable request of the Reorganized Debtors, the Reorganized Debtors are hereby authorized to execute and file or record such releases on such party's behalf. The filing of this Confirmation Order with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

I. CORPORATE ACTION

74. On and after the Effective Date, all actions contemplated by the Plan shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified in all

respects without the need for any further corporate or limited liability company action, or any further action by any stockholders, directors, managers, or members of the Debtors or the Reorganized Debtors, including, the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases. On and after the Effective Date, the Plan Administrator shall be authorized and directed to issue, execute, file, record, and deliver the agreements, documents, securities, deeds, bills of sale, conveyances, releases, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors. The authorizations and approvals contemplated in this paragraph shall be effective notwithstanding any requirements under any applicable non-bankruptcy law.

J. EMPLOYMENT AND BENEFIT ARRANGEMENTS

75. Subject to the provisions of the Plan, the Compensation and Benefits Programs have been assumed and assigned upon consummation of the Sale Transaction in accordance with the terms and conditions of the Sale Transaction Documents. All Proofs of Claim filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan and the Sale Transaction Documents.

K. DISCHARGE OF CLAIMS AND TERMINATION OF EQUITY INTERESTS; COMPROMISE AND SETTLEMENT OF CLAIMS, EQUITY INTERESTS, AND CONTROVERSIES

76. The provisions of Article IX.A of the Plan are hereby approved in their entirety. This Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise, resolution, or settlement of all such Claims, Interests, and controversies, as well

as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable.

77. Effective as of the Sale Closing and except as otherwise set forth in the Plan or this Confirmation Order, the Debtors, the Reorganized Debtors, and the Plan Administrator shall have no obligation or liability on account of any Assumed Liabilities and no Assumed Liabilities shall be paid from the Wind Down Amount, the Class 4/4A Distribution Amount, or any proceeds of the Class 4 Notes. Unless otherwise agreed in writing by the Debtors and the Buyer, distributions required by this Plan or the Sale Transaction Documents on account of any Assumed Liabilities shall be the sole obligation of, and shall be paid solely by, the Buyer. Notwithstanding anything to the contrary in the Plan, following the closing of the Sale Transaction, the Buyer shall have standing to object and defend any Claim asserted directly or indirectly against the Selling Entities related to Assumed Liabilities and the Buyer shall have standing to directly or indirectly assert all of the Selling Entities' rights, defenses, and counterclaims with respect to such asserted Claim.

L. RELEASES BY THE DEBTORS

78. The provisions of Article IX.B of the Plan are hereby approved in their entirety. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any

of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

M. THIRD-PARTY RELEASES

79. The provisions of Article IX.C of the Plan are hereby approved in their entirety. Entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual on the part of the Releasing Parties; (b) essential to the Confirmation of the Plan; (c) given in exchange for good and valuable consideration provided by the Released Parties; (d) a good-faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to this Third-Party Release.

N. EXCULPATION

80. The provisions of Article IX.D of the Plan are hereby approved in their entirety. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

O. INJUNCTION

81. The provisions of Article IX.E of the Plan are hereby approved in their entirety.

P. ASSUMED CONTRACTS AND ASSUMED LIABILITIES; CURE COST; "ADEQUATE ASSURANCE"

82. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. Except as otherwise agreed by the Debtors and the applicable counterparty or counterparties, the Cure Cost under each Executory Contract or Unexpired Lease shall be as set forth in the Contract/Lease Notice.

83. Entry of this Confirmation Order shall constitute an order approving the assumptions or rejections of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party (including the Buyer) on or prior to the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or Bankruptcy Court Order, including but not limited to the Sale Order, and assigned to the Buyer shall be the sole responsibility of the Buyer, and the Debtors, Reorganized Debtors, and Plan Administrator shall have no obligation with respect thereto except as otherwise provided in an applicable Bankruptcy Court Order authorizing such assumption and assignment. To the maximum extent permitted by law, assumption of any Executory Contract or Unexpired Lease under the Plan shall not constitute a breach or default as the result of any provision in any Executory Contract or Unexpired Lease that restricts or prevents, or purports to restrict or

prevent, or would otherwise be breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision).

84. For the avoidance of doubt, notwithstanding any provision to the contrary in the Plan, the Plan Supplement, this Confirmation Order or any implementing Plan documents, the assumption and assignment of Assumed Contracts that were or will be assumed and assigned under the terms of the Sale Transaction is governed by the terms of the Sale Order and Stalking Horse Agreement and such Assumed Contracts are not subject to assumption under the Plan.

85. To the extent that any counterparty to a rejected contract or any other contract that is not an Assumed Contract has or retains rights under such contract to use trademarks that are Purchased Assets (as defined in the Stalking Horse Agreement) pursuant to the Bankruptcy Code and any other applicable law, nothing in this Confirmation Order shall extinguish such rights or the rights of the Debtors, the Reorganized Debtors or the Assignee (as defined in the Sale Order), as assignee of such rights, in respect of such counterparty's use of such trademarks (including, without limitation, any rights to royalty payments that survive the rejection of such contract, which such rights have been assigned by the Debtors to the Buyer). For the avoidance of doubt, the Buyer, Designee and Assignee (each as defined in the Sale Order) shall not be liable for any rejection damages related to the Debtors' rejection of such contracts.

Q. PROVISIONS GOVERNING DISTRIBUTIONS

86. The distribution provisions of Articles IV and V of the Plan shall be, and hereby are, approved in their entirety. The Distribution Agent shall make all Plan Distributions to the appropriate Holders of Allowed Claims in accordance with the terms of the Plan. To the extent requested by the Debtors to act as Distribution Agent in respect of any distributions under the Plan, the DIP Agents may, in connection with such distributions, conclusively rely on, and shall have no liability whatsoever with respect to, written instructions provided to the DIP Agents by

the Debtors and/or their professionals in respect of such distributions (including the amount and nature of such distributions and other related matters).

87. As soon as practicable following the Effective Date, the Tranche B-2 Term Loan Administrative Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the applicable Holders of Tranche B-2 Term Loan Secured Claims in accordance with the terms of the Tranche B-2 Term Loan Credit Agreement and this Order. Delivery of such distributions by the Tranche B-2 Term Loan Administrative Agent shall be ratably allocated to the Holders of Allowed Tranche B-2 Term Loan Secured Claims. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Tranche B-2 Term Loan Administrative Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the Tranche B-2 Term Loan Administrative Agent, except liability resulting from gross negligence, actual fraud, or willful misconduct of the Tranche B-2 Term Loan Administrative Agent or otherwise as set forth in the applicable Prepetition Term Documents (as defined in the DIP Orders). Delivery of the Second Lien Loans to holders of Allowed Tranche B-2 Term Loan Secured Claims shall not require such holders to sign documentation for delivery and such holders shall be Lenders for all purposes under the documentation evidencing the Second Lien Notes, having all of the rights and obligations of a Lender thereunder, without need for any further action on their behalf.

88. As soon as possible after entry of the Confirmation Order, (a) each member of the Ad Hoc Group of Convertible Notes shall provide its Ad Hoc Group of Convertible Notes DWAC Information to Prime Clerk and (b) upon receipt of Ad Hoc Group of Convertible Notes DWAC Information for all members of the Ad Hoc Group of Convertible Notes, Prime Clerk shall issue the DWAC Instruction Letter to the Convertible Unsecured Notes Indenture Trustee.

89. As soon as possible after Confirmation but prior to the Effective Date, each member of the Ad Hoc Group of Convertible Notes shall (p) direct its respective DTC participant to submit a DWAC request in order to segregate its position in the Convertible Unsecured Notes from the Convertible Unsecured Notes Existing CUSIP, (q) provide the Plan Administrator with its name, contact persons, notice address, payment address, telephone number, and e-mail address, and (r) be deemed to hold an Allowed Class 4 Claim in the amount of its former position in the Convertible Unsecured Notes, *provided* that such member shall not be eligible to receive distributions under the Plan unless and until it provides the information reflected in item (q) above and such other information as the Plan Administrator may reasonably request pursuant to the Plan.

90. On the later to occur of the Effective Date and the date upon which the Convertible Unsecured Notes Indenture Trustee confirms that all of the DWAC requests set forth in the DWAC Instruction Letter have been completed successfully, the Debtors or the Reorganized Debtors, as applicable, shall issue the DTC Exchange Instruction Letter to DTC and DTC shall comply therewith.

91. All distributions on account of the Allowed Convertible Unsecured Notes Claims shall be made as follows: (x) distributions of Cash to beneficial holders of Convertible Unsecured Notes that are not members of the Ad Hoc Group of Convertible Notes shall be made via DTC using the Convertible Unsecured Notes Escrow CUSIP and (y) distributions to members of the Ad Hoc Group of Convertible Notes shall be made directly by the Plan Administrator consistent with the Global Settlement. In the event the Plan Administrator determines in the future to distribute property other than Cash to Holders of Allowed Class 4 Claims, the Plan Administrator shall establish procedures consistent with ordinary DTC practice

for distributing such property to beneficial holders of Convertible Unsecured Notes that are not members of the Ad Hoc Group of Convertible Notes.

92. Notwithstanding anything in the Convertible Unsecured Notes Indenture, the Plan Administrator shall have the sole obligation to make all distributions under the Plan to the beneficial holders of Allowed Convertible Unsecured Notes Claims in accordance with the provisions of the Plan. On and after the Effective Date, the Convertible Unsecured Notes Indenture shall be cancelled as set forth in Article IV.G.4 of the Plan and the Convertible Unsecured Notes Indenture Trustee shall have no further obligations or duties thereunder, and shall have no liability with respect to any actions taken by the Plan Administrator, including with respect to distributions.

93. The Class 3 Additional Escrow Amount, Class 3 Initial Escrow Amount, Disputed Cures Escrow Account, Professional Fee Escrow Account, and Tax Escrow Amount (the "Plan Escrows") are approved and established as set forth in the Plan. The Plan Escrows shall be held by the Debtors (prior to the Effective Date) and the Plan Administrator (on and after the Effective Date), and the Plan Administrator shall have the authority to disburse funds from the Plan Escrows from time to time as set forth in the Plan without further order of the Bankruptcy Court.

R. POST-CONFIRMATION NOTICES, PROFESSIONAL COMPENSATION, AND BAR DATES

1. Notice of Entry of this Confirmation Order and Occurrence of Effective Date.

94. In accordance with Bankruptcy Rules 2002 and 3020(c), within three business days of the Effective Date, the Debtors shall serve the Notice of Confirmation and Effective Date (substantially in the form attached hereto as Exhibit B) by United States mail, by first-class postage prepaid, by hand, or by overnight courier service to all parties served with the

Confirmation Hearing Notice; provided that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing Notice but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. To supplement the notice described in the preceding sentence, within ten days of the Effective Date the Debtors shall submit for publication the Notice of Confirmation and Effective Date once in *USA Today*, *The Wall Street Journal*, and *The Globe and Mail* (national editions). Mailing and publication of the Notice of Confirmation and Effective Date in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

95. The Notice of Confirmation and Effective Date shall constitute sufficient notice of the entry of this Confirmation Order and the effectiveness of the Plan to filing and recording officers and shall be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

2. Bar Date for Administrative Expense Claims.

96. The provisions governing the treatment of Allowed Administrative Expense Claims set forth in Article II.A of the Plan are approved in their entirety.

97. All requests for payment of an Administrative Claim (other than DIP Facilities Claims (including DIP Expenses), Cure Costs, Professional Fee Claims, Transaction Expenses, or U.S. Trustee quarterly fees payable pursuant to Article II.E of the Plan) that accrued on or before the Effective Date that were not otherwise accrued and paid in the ordinary course of business must be filed with the Bankruptcy Court and served on the Debtors no later than the

Administrative Claims Bar Date. If a Holder of an Administrative Claim (other than DIP Facilities Claims (including DIP Expenses), Cure Costs, Professional Fee Claims, Transaction Expenses or U.S. Trustee quarterly fees payable pursuant to Article II.E of the Plan) that is required to, but does not, file and serve a request for payment of such Administrative Claim by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date.

3. Professional Compensation.

98. The provisions governing professional compensation set forth in Article II.A.2 of the Plan are approved in their entirety.

4. Rejection Damage Claims.

99. Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of an Executory Contract and Unexpired Lease pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of: (i) the effectiveness of the rejection of the applicable Executory Contract or Unexpired Lease, (ii) the entry of any order approving the rejection of an Executory Contract or Unexpired Lease, or (iii) in the case of nonresidential real property leases, the Surrendered Possession of the property, whichever is later. Any Proofs of Claim arising from the rejection of the Executory Contracts and Unexpired Leases that are not timely filed shall be subject to disallowance by further order of the Bankruptcy Court upon objection on such grounds. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan.

S. EXEMPTIONS FROM CERTAIN TRANSFER TAXES

100. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor, the Plan Administrator, or to any Entity pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment, or recording of any lease or sublease; or (d) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any U.S. federal, state or local document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

T. PRESERVATION OF CAUSES OF ACTION

101. In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases set forth in Article IV.R and Article IX of the Plan, all Causes of Action that a Debtor may hold against any Entity (other than Causes of Action transferred to the Buyer) shall vest in the applicable Reorganized Debtor on the Effective Date. Thereafter, except as otherwise

specifically provided in the Plan or the Plan Administrator Agreement, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors, Reorganized Debtors, or Plan Administrator will not pursue any and all available Causes of Action. The Debtors, Reorganized Debtors, and Plan Administrator expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date.

102. Notwithstanding any provision in the Plan or any order entered in these Chapter 11 Cases, as of the Effective Date, the Debtors and Reorganized Debtors forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have against any Released Party. Notwithstanding any provision in the Plan or any order entered in these Chapter 11 Cases, as of the Effective Date, the Debtors and Reorganized Debtors forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have, against any Entity (irrespective of whether such Entity is a

Released Party), that arise under section 547 of the Bankruptcy Code or analogous non-bankruptcy law.[9]

U. PROCEDURES FOR RESOLVING CLAIMS AND DISPUTES

103. The procedures for resolving disputed, contingent, and unliquidated Claims contained in Article VII of the Plan shall be, and hereby are, approved in their entirety.

V. FEDERAL AND STATE INTERESTS

104. **United States of America**. Notwithstanding any provision to the contrary in the Plan, the Plan Supplement, this Order or any implementing Plan documents (collectively, the "**Documents**"), nothing in the Documents shall: (1) discharge, release, enjoin, impair or otherwise preclude (a) any liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code (a "**claim**"), (b) any claim of the United States arising after the Confirmation Date, (c) any obligation of GNC Holdings, Inc., or its successors ("**GNC**") arising under the Non-Prosecution Agreement that GNC executed on December 5, 2016, with the United States Attorney's Office for the Northern District of Texas and the United States Department of Justice, by and through the Consumer Protection Branch, and the Food and Drug Administrator, or (d) any liability of any entity or person under police or regulatory statutes or regulations to any Governmental Unit (as defined by section 101(27) of the Bankruptcy Code) as the owner, lessor, lessee or operator of property or rights to property that such entity owns, operates or leases after the Confirmation Date; (2) release, nullify, preclude or enjoin the enforcement of any police or regulatory power; (3) modify the scope of Bankruptcy Code sections 502, 505 or 1146; (4) authorize the assumption, sale, assignment or other transfer of any

[9] As provided in Exhibit C of the Plan Supplement and except as set forth in Section 2.2(i) of the Stalking Horse Agreement, the Debtors transferred, among other things, all preference or avoidance claims and actions to the Buyer, who released, discharged, and waived all such claims and actions pursuant to the Stalking Horse Agreement as of Sale Closing.

federal (i) grants, (ii) grant funds, (iii) contracts, (iv) property, including but not limited to, intellectual property and patents, (v) leases, (vi) agreements, including but not limited to agreements with the Army and Air Force Exchange Service, Navy Exchange Service Command or Marine Corps Community Services, or other interests of the federal government (collectively, the "**Federal Interests**") without compliance by the Debtors and the Buyer with all terms of the Federal Interests and with all applicable non-bankruptcy law; (5) be interpreted to set cure amounts or to require the United States to novate, approve or otherwise consent to the assumption, transfer or assignment of any Federal Interests; (6) authorize the assumption, transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements, obligations and approvals under non-bankruptcy laws; (7) confer exclusive jurisdiction to the Bankruptcy Court with respect to the Federal Interests, claims, liabilities and Causes of Action, except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code); (8) waive, alter or otherwise limit the United States' property rights with respect to the Federal Interests, including but not limited to, inventory, patents, intellectual property, licenses, and data; (9) release, exculpate, enjoin, impair or discharge any non-Debtor from any claim, liability, suit, right or Cause of Action of the United States; (10) affect any setoff or recoupment rights of the United States and such rights are preserved; (11) require the United States to file an administrative claim in order to receive payment for any liability described in section 503(b)(1)(B) and (C) pursuant to section 503(b)(1)(D) of the Bankruptcy Code; (12) constitute an approval or consent by the United States without compliance with all applicable legal requirements and approvals under non-bankruptcy law; (13) be construed as a compromise or settlement of any liability, claim,

Cause of Action or interest of the United States; (14) be deemed to be a waiver of any right interest, dividends, or accruals on Plan distributions to which the United States would be entitled under the Bankruptcy Code; (15) require rejection damage claims relating to Federal Interests (a) to be filed by a deadline other than the later of (i) the Governmental Bar Date (as defined in the Bar Date Order) or (ii) thirty days after the effective date of the rejection of such Federal Interest or (b) alter the treatment of such rejection claims under the Bankruptcy Code; or (16) enjoin or estop the United States from asserting against the Debtors or the Debtors' estates claims, liabilities and obligations assumed by any purchaser that the United States would otherwise be entitled to assert against the Debtors and the Debtors' estates under applicable law.

105. Notwithstanding any provision to the contrary in the Documents, Liens securing allowed claims of the United States shall be retained until the claim, with interest, is paid in full. Administrative expense claims of the United States allowed pursuant to the Plan or the Bankruptcy Code shall accrue interest and penalties as provided by non-bankruptcy law until paid in full. Priority Tax Claims of the United States allowed pursuant to the Plan or the Bankruptcy Code will be paid in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code. To the extent allowed Priority Tax Claims (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code) are not paid in full in cash on the Effective Date, then such Priority Tax Claims shall accrue interest commencing on the Effective Date at the rate set forth in Section 511 of the Bankruptcy Code. Moreover, nothing in the Documents shall effect a release, injunction or otherwise preclude any claim whatsoever against any Debtor or any of the Debtors' Estates by or on behalf of the United States for any liability arising (a) out of pre-petition or post-petition tax periods for which a return has not been filed or (b) as a result of a pending audit or audit that may be performed with respect to any pre-petition or post-petition

tax period. Further, nothing in the Documents shall enjoin the United States from amending any claim against any Debtor or any of the Debtors' Estates with respect to any tax liability (a) arising out of pre-petition or post-petition tax periods for which a tax return has not been filed or (b) from a pending audit or audit that may be performed with respect to any pre-petition or post-petition tax period; *provided* that such amendment is subject to the Debtors', Reorganized Debtors' or Plan Administrators' rights, as applicable, to object to allowance of any claim or any amendment of any claim of the United States. Any liability arising (a) out of pre-petition or post-petition tax periods for which a return has not been filed or (b) as a result of a pending audit or audit which may be performed with respect to any pre-petition or post-petition tax period shall be paid in accordance with sections 1129(a)(9)(A) and (C) of the Bankruptcy Code. Without limiting the foregoing but for the avoidance of doubt, nothing contained in the Documents shall be deemed to bind the United States to any characterization of any transaction for tax purposes or to determine the tax liability of any person or entity, including, but not limited to, the Debtors and the Debtors' estates, nor shall the Documents be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of this Plan, nor shall anything in the Documents be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment except as provided under section 505 of the Bankruptcy Code.

106. **Texas Comptroller of Public Accounts.** Within sixty (60) days after the Effective Date, the Reorganized Debtors shall file with the Texas Comptroller of Public Accounts (the "**Texas Comptroller**") any property reports for 2020 relating to any unclaimed property (the "**Texas Unclaimed Property**") as required under Texas Property Code, Title 6, Chapters 72-76 and other applicable Texas laws (the "**Texas Unclaimed Property Laws**").

With respect to any such Texas Unclaimed Property, the Texas Comptroller will not seek payment of any interest or penalty by the Debtors or the Reorganized Debtors. The Texas Comptroller may file or amend any Proofs of Claim in accordance with the terms of the Plan in these Chapter 11 Cases following the Effective Date as a result of the filing of any property reports. The rights and defenses of the Debtors and Reorganized Debtors with respect to any allegations and claims asserted against the Debtors and Reorganized Debtors arising from or relating to Texas Unclaimed Property are hereby reserved.

107. **Texas Taxing Authorities.** With respect to the claims of the Local Texas Tax Authorities (as defined in the Final DIP Order) for taxes owed on the Closing Stores (as defined in the *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* [Docket No. 496] (the "**Final Store Closing Order**")), the Local Texas Tax Authorities shall retain their liens on funds reserved as set forth in paragraph 39 of the Final Store Closing Order. All parties' rights and responsibilities under paragraph 39 of the Final Store Closing Order and paragraph 47 of the Sale Order shall continue in accordance with the terms therein.

108. **Mississippi Department of Revenue (the "MDOR").** Notwithstanding anything in the Plan or this Confirmation Order to the contrary:

a. the MDOR's setoff rights under section 553 of the Bankruptcy Code and recoupment rights are preserved; *provided, however*, that the MDOR shall have no right to set off prepetition vis-à-vis postpetition amounts and vice versa;

b. the MDOR shall not be required to file any proofs of claim or requests for payment in the Chapter 11 Cases for any Administrative Claims for the liabilities described in section 503(b)(1)(B) and (C) of the Bankruptcy Code, the Debtors, Reorganized Debtors or Plan Administrator, as applicable, shall timely submit returns for all taxes due or coming, as required under applicable Mississippi state law;

c. to the extent the MDOR's Allowed Priority Tax Claims, if any, are not paid in full in cash on the Effective Date, such Allowed Priority Tax Claims shall, at a minimum, be paid by regular, quarterly installment payments in cash over a period not to exceed five years after the date of the order for relief under section 301 of the Bankruptcy Code, all as required section 1129(a)(9)(C) of the Bankruptcy Code, along with non-bankruptcy interest in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code and Mississippi state law, as applicable;

d. the Chapter 11 Cases shall have no effect on the MDOR's rights as to non-Debtor third parties;

e. the MDOR may timely amend any timely filed Proof of Claim against any Debtor after the governmental Claims Bar Date, or the Effective Date, whichever is later, with respect to (a) a pending audit, (b) an audit that may be performed, with respect to any pre- or post-petition tax return, or (c) within 60 days of the filing of a tax return; *provided* that the Debtors', Reorganized Debtors' or Plan Administrator's rights, as applicable, to object to allowance of any Claim filed by MDOR or any amendment of any Claim filed by MDOR on any grounds under applicable law are expressly reserved;

f. in the event of a default in payment of Allowed Priority Tax Claims of the MDOR as provided for in the Plan, the MDOR shall be permitted to send written notice of default to the Debtors, Reorganized Debtors or Plan Administrator, as applicable, to the address in MDOR's records and to the Plan Administrator; and if such default is not cured within 10 business days after such notice of default is mailed, the MDOR may seek relief as may be available pursuant to the Plan and the Bankruptcy Code; and

g. for the avoidance of doubt, nothing in this Confirmation Order or the Plan shall affect or relieve the Debtors', Reorganized Debtors' or Plan Administrator's obligations, as applicable, to timely submit returns under applicable Mississippi state law either prior to or after the Effective Date, in accordance therewith.

W. CHUBB INSURANCE PROGRAM

109. Notwithstanding anything to the contrary in the Disclosure Statement, the Plan, the Plan Supplement, the Restructuring Documents, the Restructuring Support Agreement, the Plan Support Agreement, the Settlement Order, the Definitive Documents, any exit financing, the Sale Order, the Sale Transaction Documents, the Rejected Executory Contract/Unexpired Lease List, the Confirmation Order, any bar date notice entered in these Chapter 11 Cases or claim

objection filed in these Chapter 11 Cases, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, grants an injunction or release, or requires a party to opt out of any releases) and as a supplement to Article IV.Q of the Plan: (a) nothing alters, modifies, amends, impairs or otherwise affects (i) the terms or conditions of any of the Insurance Contracts issued by ACE American Insurance Company, Federal Insurance Company, or any of their U.S.-based insurance affiliates and successors (collectively, "**Chubb**") and not assumed and assigned by the Debtors pursuant to a further order of the Bankruptcy Court and with Chubb's express prior written consent (collectively, the "**Chubb Insurance Program**") or (ii) the rights and obligations under the Chubb Insurance Program, except that, on and after the Effective Date, the Chubb Insurance Program shall vest, unaltered and in its entirety, in the Reorganized Debtors and the Reorganized Debtors shall succeed to all of rights and obligations of the Debtors under the Chubb Insurance Program such that the Reorganized Debtors shall become and remain liable in full for all of the Debtors' obligations under the Chubb Insurance Program, regardless of whether such obligations arise before or after the Effective Date and without the need for Chubb to file a proof of claim or Administrative Claim or object to any proposed Cure Cost, *provided that* any and all monetary obligations owed to Chubb shall be satisfied in full dollars solely from any letters of credit or other collateral and/or security previously provided by or on behalf of the Debtors in the ordinary course and pursuant to the terms of the Chubb Insurance Program; and (b) the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Article IX of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Court, solely to permit: (i) claimants with valid workers' compensation claims or direct

action claims against Chubb under applicable nonbankruptcy law to proceed with their claims; (ii) Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against Chubb under applicable non-bankruptcy law, or an order has been entered by this Court granting a claimant relief from the automatic stay to proceed with its claim, and (C) all costs in relation to each of the foregoing; (iii) Chubb to collect from any or all of the collateral or security provided by or on behalf of the Debtors at any time and to hold the proceeds thereof as security for the obligations of the Debtors and/or apply such proceeds to the obligations of the Debtors under the Chubb Insurance Program, in such order as Chubb may determine; and (iv) subject to the terms of the Chubb Insurance Program and/or applicable non-bankruptcy law Chubb to (A) cancel any portion of the Chubb Insurance Program, *provided*, *however*, that Chubb cannot use the filing of these Chapter 11 cases or the exhaustion of any letters of credit or other collateral and/or security provided by or on behalf of the Debtors as the basis to cancel or terminate any portion of the Chubb Insurance Program, and (B) take other actions relating to the Chubb Insurance Program (including effectuating a setoff), *provided*, *however*, that Chubb cannot refuse to defend or indemnify or deny coverage except in accordance with the terms of the Chubb Insurance Program and/or applicable law.

X. EFFECTIVENESS OF ALL ACTIONS

110. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Bankruptcy Court, or further action by the respective officers, directors, managers, members, or stockholders of the Debtors prior to the Effective Date or Reorganized Debtors, or by the Plan Administrator after the Effective Date, all with the effect that such

actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

111. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any other documents, instruments, securities, or agreements, and any amendments or modifications thereto.

Y. CONFLICTS

112. To the extent that any provision of the Disclosure Statement, or any order entered prior to Confirmation (for the avoidance of doubt, not including this Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. To the extent that any provision of the Plan conflicts with or is in any way inconsistent with any provision of this Confirmation Order, this Confirmation Order shall govern and control.

Z. RESERVATION OF RIGHTS

113. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

AA. TERM OF INJUNCTIONS OR STAYS

114. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order shall remain in full force and effect in accordance with their terms.

BB. NONSEVERABILITY OF PLAN PROVISIONS UPON CONFIRMATION

115. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors and Required Consenting Parties prior to the Effective Date and the Reorganized Debtors after the Effective Date; and (c) nonseverable and mutually dependent.

CC. AUTHORIZATION TO CONSUMMATE

116. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to the satisfaction or waiver (with the consent of the applicable parties and in accordance with Article VIII.B of the Plan) of the conditions precedent to the Effective Date set forth in Article VIII.A of the Plan.

DD. EFFECT OF NON-OCCURRENCE OF CONDITIONS TO THE EFFECTIVE DATE

117. If the Effective Date does not occur on or before the Outside Date (as defined in the Restructuring Support Agreement, and which may be extended or waived in accordance with

the terms of the Restructuring Support Agreement), then: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan, this Confirmation Order, or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action; (ii) prejudice in any manner the rights of the Debtors or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

EE. RETENTION OF JURISDICTION

118. Notwithstanding the entry of this Confirmation Order and the occurrence of the Effective Date, except to the extent set forth herein and in the Plan, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including those matters set forth in Article X of the Plan.

FF. DISSOLUTION OF COMMITTEE

119. Except to the extent specifically referenced in the Plan, on the Effective Date, the Committee shall dissolve automatically, and the current and former members of the Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided* that the Committee shall continue in existence, and retention of its Retained Professionals shall remain in effect, each solely to the extent necessary to file and prosecute final requests for allowance and payment of Professional Fee Claims of such Retained Professionals.

GG. CLOSING OF CASES

120. On and after the Effective Date, the Reorganized Debtors shall be authorized, subject to compliance with Bankruptcy Rule 3022 and any applicable order of the Bankruptcy

Court, at any time to submit an order or separate orders to the Bankruptcy Court under certification of counsel closing any of the Chapter 11 Cases (once closed, the "**Closed Cases**") and changing the caption of the Chapter 11 Cases accordingly effective as of the date of such order of the Bankruptcy Court. Notwithstanding anything to the contrary in the foregoing or the Plan, matters concerning Claims may be heard and adjudicated in a non-Closed Case regardless of whether the applicable Claim is against a Debtor in a Closed Case; *provided* that each Debtor shall remain responsible for making payments of quarterly fees due and owing to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) in accordance with the terms of the Plan and this Confirmation Order, up to and including the date such Closed Case is closed; *provided*, *further*, that nothing herein shall authorize the closing of any case *nunc pro tunc* to a date that precedes the date any such order is entered. Any request for *nunc pro tunc* relief shall be made on motion served on the U.S. Trustee and the Bankruptcy Court shall rule on such request after notice and a hearing. Upon the filing of a motion to close the last Chapter 11 Case of the Debtors, the Reorganized Debtors shall file a final report with respect to all of the Chapter 11 Cases pursuant to Local Rule 3022-1(c).

121. On and after the Effective Date, in accordance with the Wind-Down Budget, the Reorganized Debtors shall (1) continue in existence for the purposes of (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible, (b) resolving Disputed Claims as provided in the Plan, (c) paying Allowed Claims not assumed by the Buyer as provided in the Plan, (d) filing appropriate tax returns, (e) complying with the continuing obligations under the Sale Transaction Documents (including with respect to the transfer of permits to the Buyer as contemplated therein), and (f) administering the Plan in an efficacious manner; and (2) thereafter liquidate as set forth in the Plan. The Plan Administrator shall carry

out these actions for the Reorganized Debtors *provided* that any tax liability of the Debtors or Reorganized Debtors shall be paid in accordance with the Stalking Horse Agreement, as amended, and the Plan Administrator shall have no obligation to pay any tax liability of the Debtors or Reorganized Debtors except from the Tax Escrow Amount, nor shall any such obligation be paid from the Wind-Down Amount, the Class 4/4A Distribution Amount, or any proceeds of the Class 4 Notes.

HH. FINAL ORDER

122. This Confirmation Order is a Final Order and the period in which an appeal or any motion seeking to stay or alter the effectiveness hereof must be filed shall commence upon entry hereof.

II. WAIVER OF STAY; BINDING EFFECT

123. Any applicable stay of effectiveness provided in Bankruptcy Rules 3020(e), 6004(h), and 7062, Federal Rule of Civil Procedure 62(a), or otherwise shall not apply to this Confirmation Order and (a) this Confirmation Order shall be effective and enforceable immediately upon its entry and (b) subject to the occurrence of the Effective Date, the provisions of the Plan shall be immediately effective and enforceable and deemed binding upon any Holder of a Claim against or Equity Interest in the Debtors, such Holder's respective successors and assigns (whether or not the Claim or Equity Interest of such Holder is Impaired under the Plan, whether or not such Holder has accepted the Plan, and whether or not such Holder is entitled to a distribution under the Plan), all Entities that are party or subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor counterparties to executory contracts, unexpired leases, and any other prepetition agreements. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order, subject to satisfaction or waiver (with the consent

of the applicable parties in accordance with Article VIII.B of the Plan) of the conditions precedent to the Effective Date set forth in Article VIII of the Plan. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Confirmation Order shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

Dated: October 14th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27192830.1

EXHIBIT A

Plan

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)

SEVENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GNC HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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Counsel to the Debtors and Debtors in Possession

Dated: October 13, 2020

[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.

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SEVENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GNC HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

GNC Holdings, Inc. and each of the debtors and debtors-in-possession in the above captioned cases (each a "***Debtor***" and, collectively, the "***Debtors***"), propose this joint plan of reorganization (the *"**Plan**"*) for the resolution of the outstanding Claims against, and Equity Interests in, the Debtors. Capitalized terms used in the Plan and not otherwise defined have the meanings ascribed to such terms in Article I.A of the Plan.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. The Debtors seek to consummate the Sale Transaction in accordance with the Sale Order, pursuant to the Sale Transaction Documents, and thereafter wind down their Estates. In the event that the Sale Transaction is not consummated, the Debtors will consummate the Restructuring on the Effective Date. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan provides for consolidation of the Debtors solely for purposes of voting, Confirmation, and distribution, but not for any other purpose.

The Debtors and the Required Consenting Parties have pursued on a parallel path basis both the Restructuring and a Sale Transaction. On September 18, 2020, the Bankruptcy Court entered the Sale Order authorizing the sale of substantially all of the Debtors' assets to ZT Biopharmaceutical LLC, as designee of the Buyer, pursuant to the Sale Transaction Documents. The Sale Transaction closed on October 8, 2020, and, subject to Confirmation and Consummation, the Sale Transaction Proceeds shall be distributed pursuant to the terms of this Plan. As set forth in the declaration of voting results [Docket No. 1350] filed on October 8, 2020, both classes entitled to vote (Classes 3 and 4) have accepted this Plan.

This Plan reflects the terms of a global settlement among the Debtors, the Ad Hoc Group of Crossover Lenders, the FILO Ad Hoc Group, the Buyer, the Committee, and the Ad Hoc Group of Convertible Notes, all as more fully set forth in the Settlement Motion. On October 8, 2020, the Bankruptcy Court entered the Settlement Order. Pursuant to Article VIII.A of this Plan, the Settlement Order becoming a Final Order is a condition precedent to the occurrence of the Effective Date.

Reference is made to the Disclosure Statement for a discussion of the Debtors' history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under the Plan.

Article I.

DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

The following terms shall have the following meanings when used in capitalized form herein:

1. **"2019 Tax Refund"** means any U.S. federal income tax refund received by the Debtors (or, if after the Effective Date, the Plan Administrator) for the overpayment of estimated U.S. federal income taxes for the 2019 taxable year in respect of the Debtors in an amount up to $6.5 million in the aggregate, which, upon receipt, shall be held by the Debtors (or, if after the Effective Date, the Plan

Administrator) in a segregated escrow account for purposes of paying and discharging certain Specified Liabilities (as defined in the Stalking Horse Agreement) in accordance with the provisions of the Stalking Horse Agreement.

2. "**ABL Credit Agreement**" means that certain 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 may be further amended, amended and restated, supplemented or otherwise modified from time to time), among GNC Corporation, General Nutrition Centers, Inc., as administrative borrower, certain of the Company Entities (as defined therein), as subsidiary borrowers, the lenders and agents parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent, or if applicable, any successor administrative agent.

3. "**ABL FILO Agent**" means JPMorgan Chase Bank, N.A., as administrative agent and collateral agent under the ABL Credit Agreement, and any successor agent thereunder.

4. "**ABL FILO Term Lenders**" means the Holders of the ABL FILO Term Loans.

5. "**ABL FILO Term Loan**" means the FILO Term Loans (as defined in the ABL Credit Agreement) under the ABL Credit Agreement.

6. "**ABL FILO Term Loan Claim**" means any Claim on account of the ABL FILO Term Loan.

7. "**ABL Revolving Lenders**" means the lenders with respect to revolving loans under the ABL Credit Agreement.

8. **"Acquired Assets"** has the meaning set forth in the Sale Transaction Documents (or such other similar term as may be used in the Sale Transaction Documents).

9. "**Ad Hoc Groups**" means the Ad Hoc Group of Crossover Lenders and the FILO Ad Hoc Group.

10. "**Ad Hoc Group of Convertible Notes**" means the ad hoc group of holders of the Convertible Unsecured Notes represented by DLA Piper LLP (US).

11. "**Ad Hoc Group of Convertible Notes DWAC Information**" means, for each beneficial holder of Convertible Unsecured Notes that is a member of the Ad Hoc Group of Convertible Notes (including funds and accounts managed by such members), such beneficial holder's (a) full legal name, (b) DTC participant name, (c) DTC participant number, (d) beneficial holder account number, (e) DTC participant contact e-mail, and (f) principal amount of Convertible Unsecured Notes held (denominated in United States Dollars).

12. "**Ad Hoc Group of Convertible Notes Excess Professional Fees**" means (a) in the event of a Sale Transaction, Allowed Ad Hoc Group of Convertible Notes Professional Fees not to exceed $750,000, and (b) in the event of a Restructuring, the amount, if any, of Allowed Ad Hoc Group of Convertible Notes Professional Fees agreed upon by the Ad Hoc Group of Convertible Notes and the Committee, in either instance in excess of the first $250,000 of Allowed Ad Hoc Group of Convertible Notes Professional Fees paid by the Debtors or the Tranche B-2 Term Lenders pursuant to Article III.B.4.c(iii) of this Plan.

13. **"Ad Hoc Group of Convertible Notes Professional Fees"** means the professional fees of Jefferies and DLA Piper, as advisors to the Ad Hoc Group of Convertible Notes, in an aggregate amount of up to $1,000,000 to be paid in accordance with Article III.B.4.c(iii) of the Plan.

14. "**Ad Hoc Group of Crossover Lenders**" means the ad hoc group of holders of the Tranche B-2 Term Loan and ABL FILO Term Loan represented by Milbank LLP.

15. "**Administrative Claim**" means a Claim (other than any DIP Facilities Claims or Intercompany Claim) for costs and expenses of administration under sections 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Professional Fee Claims (to the extent Allowed by the Bankruptcy Court); (c) all fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930; and (d) the Transaction Expenses.

16. "**Administrative Claims Bar Date**" means the date that is the 30th day after the Effective Date.

17. "**Agents**" means the DIP Agents, ABL FILO Agent, and Tranche B-2 Term Loan Agents.

18. "**Affiliate**" means, with respect to any Entity, all Entities that would fall within the definition of an affiliate as defined in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.

19. "**Allowed**" means: (a) any Claim or Interest (i) as to which no objection has been Filed prior to the Claims Objection Deadline and that is evidenced by a Proof of Claim or Interest, as applicable, timely Filed by the applicable Bar Date or that is not required to be evidenced by a Filed Proof of Claim or Interest, as applicable, under the Plan, the Bankruptcy Code, or a Final Order, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed, or (ii) as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder; (b) any Claim or Interest that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and as for which no Proof of Claim or Interest, as applicable, has been timely Filed in an unliquidated or a different amount; (c) any Claim or Interest that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or the Reorganized Debtors, as applicable; (d) any Claim or Interest as to which the liability of the Debtors or Reorganized Debtors, as applicable, and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court; or (e) any Claim or Interest expressly allowed under this Plan. "Allow," "Allows," and "Allowing" shall have correlative meanings.

20. **"Assumed Contracts"** means those Executory Contracts and Unexpired Leases that are to be assumed and assigned by the Debtors to the Buyer pursuant to and as set forth in the Sale Transaction Documents.

21. **"Assumed Contracts List"** means the list of those Executory Contracts and Unexpired Leases to be assumed by the Debtors or assumed and/or assigned by the Debtors to the Buyer (*i.e.*, the Assumed Contracts) pursuant to the Sale Transaction Documents, Sale Order and any other order of the Bankruptcy Court, which list shall be in form and substance acceptable to the Buyer, subject to amendment by the Debtors with the consent of the Buyer (with respect to the Assumed Contracts) from time to time in accordance with the Sale Transaction Documents, the Sale Order and any other order of the Bankruptcy Court.

22. **"Assumed Liabilities"** means the Assumed Liabilities, as defined in the Stalking Horse Agreement, and all liabilities and obligations of the Debtors designated as Assumed Liabilities, or otherwise assumed by the Buyer, pursuant to the Sale Transaction Documents.

23. "**Avoidance Actions**" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors or their Estates or other

authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

24. "**Ballot**" means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process.

25. "**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

26. "**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

27. "**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases, and the general, local, and chambers rules of the Bankruptcy Court.

28. "**Bar Date"** means the applicable date established by the Bankruptcy Court by which respective Proofs of Claims must be Filed.

29. **"Bidding Procedures"** means the bidding procedures attached as **Exhibit 1** to the Bidding Procedures Order, as such bidding procedures may be amended from time to time in accordance with its terms.

30. **"Bidding Procedures Motion"** means the *Debtors' Motion for Entry of an Order (I)(A) Approving the Debtors' Entry into Stalking Horse Agreement and Related Bid Protections; (B) the Bidding Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (C) the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (D) the Form and Manner of Notice of the Sale Hearing, Assumption Procedures, and Auction Results, and (E) Dates for an Auction and Sale Hearing, (II)(A) the Sale of Substantially All of the Debtors' Assets Free and Clear of All Claims, Liens, Liabilities, Rights, Interests and Encumbrances, and (B) the Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Related Relief and (III) Granting Related Relief*, filed by the Debtors on July 1, 2020 [Docket No, 227].

31. **"Bidding Procedures Order"** means the *Order (I) Approving Bidding Procedures for the Sale of the Debtors' Assets, (II) Scheduling Hearings and Objection Deadlines with Respect to the Sale, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, (V) Approving Contract Assumption and Assignment Procedures, and (VI) Granting Related Relief*, entered by the Bankruptcy Court on July 22, 2020 [Docket No. 559], as such order may be amended, supplemented, or modified from time to time.

32. "**Business Day**" means any day, other than a Saturday, Sunday or "legal holiday" (as that term is defined in Bankruptcy Rule 9006(a)).

33. **"Buyer"** means ZT Biopharmaceutical LLC, as designee of Harbin Pharmaceutical Group Co., Ltd., the purchaser in the Sale Transaction pursuant to the Stalking Horse Agreement. Any consent rights of the Buyer under this Plan only apply to the extent such consent right (or reference) relates to the Buyer's Sale Transaction.

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

35. "**Cash**" means the legal tender of the United States of America or the equivalent thereof.

36. "**Cash Purchase Price**" has the meaning set forth in the Stalking Horse Agreement.

37. "**Causes of Action**" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known or unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertible directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to Claims or Interests, (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any Avoidance Action or state law fraudulent transfer claim.

38. "**CCAA**" means the *Companies' Creditors Arrangement Act* (Canada).

39. "**Chapter 11 Cases**" means (a) when used with reference to a particular Debtor, the chapter 11 case filed for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the jointly administered chapter 11 cases for all of the Debtors.

40. "**Claim**" means any claim, as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

41. "**Claims Objection Deadline**" means the deadline for objecting to a Claim, which shall be on the date that is the later of (a)(i) with respect to Administrative Claims, 120 days after the Administrative Claims Bar Date or (ii) with respect to all other Claims, 180 days after the Effective Date (subject to extension from time to time upon motion of the Debtors, Reorganized Debtors, or Plan Administrator) and (b) such other deadline as may be specifically fixed by the Debtors or the Reorganized Debtors, as applicable, and approved by an order of the Bankruptcy Court, including pursuant to a motion to extend the Claims Objection Deadline.

42. "**Claims Register**" means the official register of Claims and Equity Interests maintained by the Notice and Claims Agent.

43. "**Class**" means a category of Claims or Equity Interests as set forth in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code.

44. "**Class 3 Additional Escrow Amount**" means the $5,000,000 in Cash held or to be held by the Debtors or the Plan Administrator, as applicable, in a segregated escrow account, consisting of the following amounts: (a) $1,000,000 in Cash funded prior to or on the Effective Date from the Cash portion of the Sale Transaction Proceeds otherwise distributable to Holders of Claims in Class 3 pursuant to this Plan, plus (b) up to $4,000,000 in Cash in the aggregate funded from the Disputed Cures Escrow Account and/or the Professional Fee Escrow Account, from time to time, by the Debtors (prior to the Effective Date) or the Plan Administrator (after the Effective Date), to the extent the Debtors or Plan Administrator (as applicable) determine in good faith that the remaining amounts available in either the Disputed Cures Escrow Account or the Professional Fee Escrow Account exceeds the amount necessary to pay any remaining unpaid disputed Cure Cost or Professional Fee Claim. The Class 3 Additional Escrow Amount shall be held for the purpose of securing the payment of Administrative Claims, Priority Tax Claims, and

Other Priority Claims that constitute Assumed Liabilities under the Stalking Horse Agreement, to the extent such Administrative Claims, Priority Tax Claims, and Other Priority Claims are not timely paid by the Buyer. On and after the Effective Date, the Class 3 Additional Escrow Amount shall be held by the Plan Administrator in a segregated account in escrow until disbursed pursuant to this Article I.A.44 or released pursuant to Article III.B.3.e(ii), and the Plan Administrator shall have authority to disburse funds from the Class 3 Additional Escrow Account from time to time for the purposes set forth in this Article I.A.44 without further order of the Bankruptcy Court.

45. "**Class 3 Initial Escrow Amount**" means $1,000,000 in Cash held by the Debtors in a segregated escrow account funded prior to or on the Effective Date from the Cash portion of the Sale Transaction Proceeds otherwise distributable to Holders of Claims in Class 3 pursuant to this Plan. The Class 3 Initial Escrow Amount shall be held for the purpose of paying the expenses of the Plan Administrator in connection with any action by the Plan Administrator against the Buyer related to Assumed Liabilities that the Buyer fails to pay or otherwise satisfy in full when due. On and after the Effective Date, the Class 3 Initial Escrow Amount shall be held by the Plan Administrator in a segregated account in escrow until disbursed pursuant to this Article I.A.45 or released pursuant to Article III.B.3.e(ii), and the Plan Administrator shall have authority to disburse funds from the Class 3 Initial Escrow Account from time to time for the purposes set forth in this Article I.A.45 without further order of the Bankruptcy Court.

46. **"Class 4 Contingent Rights"** means those non-transferable rights of any Holder of an Allowed Class 4 Claim to receive its Pro Rata Share of $4,000,000 in Cash payable upon the consummation of a Liquidity Event in which the equity value of the New Common Equity (excluding the New Common Equity issued under the Management Incentive Plan) is greater than $264,000,000, which (i) expire on the third anniversary of the Effective Date, and (ii) to the extent due and payable, shall be distributed in accordance with Article VI.D of the Plan.

47. **"Class 4 Notes"** means the notes dated October 7, 2020, issued by ZT Biopharmaceutical LLC to the Plan Administrator in the aggregate amount of $20,000,000, consisting of (a) $15,000,000 subordinated 2.25% PIK convertible note due 2028 and (b) $5,000,000 subordinated 2.25% PIK note due 2028, copies of which are set forth in the Plan Supplement.

48. **"Class 4 Notes Proceeds"** means any proceeds of the Class 4 Notes received by the Plan Administrator from time to time.

49. "**Class 4 Notes Term Sheet**" means that certain term sheet setting forth the key terms of the Class 4 Notes [Docket No. 1234, Exhibit C to Annex 1 to Exhibit A].

50. **"Class 4/4A Distribution Amount"** means (a) in the event of a Sale Transaction, $4,500,000 in Cash, or (b) in the event of a Restructuring, $2,500,000 in Cash.

51. "**Class 4/4A Remaining Distribution Amount**" means that portion of the Class 4/4A Distribution Amount remaining to be distributed pursuant to the Committee Election after payment of the Allowed Ad Hoc Group of Convertible Notes Excess Professional Fees, if any, and the Convertible Unsecured Notes Indenture Trustee Fees and any increase in the Wind-Down Amount.

52. **"Collateral Amount"** means, based on a range of potential value of the collateral securing the Tranche B-2 Term Loan Secured Claims, a principal amount of up to $410,800,000 as of the Petition Date, before giving effect to the roll-up of Tranche B-2 Term Loans pursuant to Final DIP Order.

53. "**Committee**" means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code by the United States Trustee.

54. "**Committee Consent Rights**" means any and all consultation, information, notice, approval, and consent rights of the Committee set forth in the Committee/Consenting Noteholder PSA with respect to the form and substance of any document over which the Committee/Consenting Noteholder PSA grants such rights to the Committee.

55. "**Committee Election**" means the election by the Plan Administrator to allocate the Class 4/4A Remaining Distribution Amount between (a) the Holders of Allowed Class 4 Claims (but not Holders of Tranche B-2 Term Loan Deficiency Claims, which shall be waived for purposes of distribution under the Plan, or Holders of Allowed Convertible Unsecured Notes Claims that are members of the Ad Hoc Group of Convertible Notes, which shall not be entitled to share in such Cash distributions) and (b) Allowed Class 4A Convenience Class Claims, *provided* that the Plan Administrator may elect to reallocate any portion of the Class 4/4A Remaining Distribution Amount to increase the Wind-Down Amount, *provided further* that in the event of a Restructuring, the allocation of the Class 4/4A Remaining Distribution Amount shall cause Allowed Claims in Class 4 (other than Allowed Convertible Unsecured Notes Claims) to be treated *pari passu* with Allowed Claims in Class 4A. In the event of a Restructuring, the Committee (or, if after the occurrence of the Effective Date, the former members of the Committee) shall make the Committee Election.

56. "**Committee/Consenting Noteholder PSA**" means that certain *Plan Support Agreement* dated as of September 18, 2020, by and among the Debtors, the Committee, and the members of the Ad Hoc Group of Convertible Unsecured Notes [Docket No. 1235, Annex 1 to Ex. A].

57. "**Compensation and Benefits Programs**" means all employment, confidentiality, and non-competition agreements, bonus, gainshare, and incentive programs (other than awards of Equity Interests, stock options, restricted stock, restricted stock units, warrants, rights, convertible, exercisable, or exchangeable securities, stock appreciation rights, phantom stock rights, redemption rights, profits interests, equity-based awards, or contractual rights to purchase or acquire equity interest at any time and all rights arising with respect thereto), vacation, holiday pay, severance, retirement, supplemental retirement, executive retirement, pension, deferred compensation, medical, dental, vision, life and disability insurance, flexible spending account, and other health and welfare benefit plans, employee expense reimbursement, and other benefit obligations of the Debtors, and all amendments and modifications thereto, applicable to the Debtors' employees, former employees, retirees, and non-employee directors and the employees, former employees and retirees of their subsidiaries, including, without limitation, the NQDC Plan and the KERP.

58. "**Confirmation**" means the entry of the Confirmation Order by the Bankruptcy Court on the docket of the Chapter 11 Cases.

59. "**Confirmation Date**" means the date upon which Confirmation occurs.

60. "**Confirmation Hearing**" means the hearing conducted by the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code to consider confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

61. "**Confirmation Order**" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

62. "**Consenting Creditors**" means the Consenting FILO Lenders and the Consenting Term Lenders.

63. "**Consenting FILO Lenders**" means the Holders of Claims under the ABL FILO Term Loan that are or become party to the Restructuring Support Agreement in accordance with the terms thereof.

64. "**Consenting Term Lenders**" means the Holders of Claims under the Tranche B-2 Term Loan that are or become party to the Restructuring Support Agreement in accordance with the terms thereof.

65. "**Consummation**" means the occurrence of the Effective Date.

66. **"Convenience Class Claim"** means a General Unsecured Claim that is either (a) an Allowed Claim in an amount that is equal to or less than $50,000, or (b) an Allowed Claim in an amount that is greater than $50,000, but with respect to which the Holder of such Allowed Claim agrees in writing to voluntarily and irrevocably reduce the aggregate amount of such Allowed Claim to $50,000 or less.

67. "**Convenience Class Election Deadline**" means the last date for Holders of Allowed Claims in Class 4 to elect to have such Claims reclassified as Class 4A Convenience Class Claims, which shall be thirty calendar days after the Effective Date.

68. **"Convenience Class Election Form**" means the form, a form of which is attached to Confirmation Order as Exhibit 1 to Exhibit B, pursuant to which Holders of Class 4 Claims may elect to have such Claims reclassified as Class 4A Convenience Class Claims.

69. **"Convertible Unsecured Notes**" means the convertible notes issued pursuant to the Convertible Unsecured Notes Indenture.

70. "**Convertible Unsecured Notes Claim**" means any Claim arising under or based upon the Convertible Unsecured Notes or the Convertible Unsecured Notes Indenture.

71. "**Convertible Unsecured Notes Escrow CUSIP**" means a new escrow CUSIP to be established by DTC pursuant to the DTC Exchange Instruction Letter, representing the right to receive cash from the Reorganized Debtors and/or the Plan Administrator pursuant to this Plan.

72. "**Convertible Unsecured Notes Existing CUSIP**" means CUSIP 36191GAB3, which currently identifies the Convertible Unsecured Notes.

73. "**Convertible Unsecured Notes Indenture**" means that certain indenture dated as of August 10, 2015, among GNC Holdings, the other Debtors party thereto and the Convertible Unsecured Notes Indenture Trustee, as may be further amended, amended and restated, supplemented or otherwise modified from time to time.

74. "**Convertible Unsecured Notes Indenture Trustee**" means The Bank of New York Mellon Trust Company, N.A. as trustee under the Convertible Unsecured Notes Indenture.

75. "**Convertible Unsecured Notes Indenture Trustee Fees**" means the reasonable and documented fees and expenses, including legal fees, of the Convertible Unsecured Notes Indenture Trustee accrued as of the Effective Date, which shall be paid as set forth in this Plan in satisfaction of the Convertible Unsecured Notes Indenture Trustee's charging lien with respect thereto and to avoid the incurrence of future fees and expenses, not to exceed $200,000, *provided* that the Convertible Unsecured Notes Indenture Trustee provides the Debtors and Committee with an invoice, including reasonably detailed time entries and summaries of work performed for the Convertible Unsecured Notes Indenture Trustee Fees within three days after the filing of the notice of the occurrence of the Effective Date.

76. "**Cure Cost**" means all amounts, including an amount of $0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code whether in connection with the Restructuring or a Sale Transaction.

77. "**Cure Disputes**" has the meaning set forth in the Bidding Procedures Motion.

78. "**D&O Liability Insurance Policies**" means, collectively, all insurance policies (including any "tail policies" and all agreements, documents, or instruments related thereto) issued at any time to or providing coverage to any of the Debtors for current or former directors', managers', and officers' liability.

79. "**Debtor Release**" means the releases set forth in Article IX.B of the Plan.

80. "**Debtor Releasing Parties**" has the meaning set forth in Article IX.B of the Plan.

81. **"Deficiency Amount"** means, based on a range of potential value of the collateral securing the Tranche B-2 Term Loan Secured Claims, an amount of up to approximately $200,000,000.

82. "**Definitive Documents**" has the meaning set forth in the Restructuring Support Agreement.

83. "**Definitive Document Consent Rights**" means any and all consultation, information, notice, approval, and consent rights of the Consenting Creditors and/or the DIP Lenders set forth in the Restructuring Support Agreement or any other Definitive Document with respect to the form and substance of such Definitive Document.

84. "**DIP Agents**" means the DIP ABL FILO Agent and DIP Term Agent and, if applicable, their respective successors.

85. "**DIP ABL FILO Agent**" means JPMorgan Chase Bank, N.A. as administrative agent and collateral agent under the DIP ABL FILO Facility, and any successor agent thereunder.

86. "**DIP ABL FILO Credit Agreement**" means that certain Debtor-in-Possession ABL Credit Agreement, as may be amended, supplemented, or modified from time to time, among the Debtors, the DIP ABL FILO Lenders, and the DIP ABL FILO Agent.

87. "**DIP ABL FILO Facility**" means that certain debtor-in-possession credit facility provided by the DIP ABL FILO Credit Agreement and as approved by the DIP Orders (as it may be amended, modified, ratified, extended, renewed, restated or replaced from time to time in accordance with the DIP ABL FILO Credit Agreement and the DIP Orders).

88. "**DIP ABL FILO Facility Claim**" means any claim held by the DIP ABL FILO Agent or DIP ABL FILO Lenders derived from or based upon the DIP ABL FILO Facility or the DIP Orders, including claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification, and other charges arising under or related to the DIP ABL FILO Facility.

89. "**DIP ABL FILO Lenders**" means the lenders party to the DIP ABL FILO Credit Agreement from time to time.

90. "**DIP Credit Agreements**" means, collectively, the DIP ABL FILO Credit Agreement and DIP Term Credit Agreement.

91. **"DIP Expenses"** means fees, expenses, costs and indemnification and other charges of the DIP Agents' and DIP Lenders, including any fees, expenses or costs of the DIP Agents and Ad Hoc Committees' respective attorneys and advisors arising under or related to the DIP Term Credit Agreement, the DIP ABL FILO Credit Agreement, or the DIP Orders. For avoidance of doubt, DIP Expenses shall exclude principal and accrued interest in respect of the DIP Facilities Claims.

92. "**DIP Facilities**" means, collectively, the DIP ABL FILO Facility and DIP Term Facility.

93. "**DIP Facilities Claims**" means, collectively, the DIP Term Facility Claims and the DIP ABL FILO Facility Claims.

94. "**DIP Lenders**" means the DIP ABL FILO Lenders and DIP Term Lenders.

95. "**DIP Obligations Payment Amount**" means, collectively, the amount in Cash to repay in full the DIP Facilities Claims and pay in full the DIP Expenses in accordance with Article II.B below if a Sale Transaction is consummated.

96. "**DIP Orders**" means, collectively, the Interim DIP Order and the Final DIP Order, as such orders may be modified from time to time in accordance with the terms thereof.

97. "**DIP Term Agent**" means GLAS Trust Company LLC, in its capacity as administrative agent and collateral agent, under the DIP Term Facility, and, if applicable, any successor agent.

98. "**DIP Term Credit Agreement**" means that certain Debtor-in-Possession Credit Agreement, as may be amended, supplemented, or modified from time to time, among the Debtors, the DIP Term Lenders, and the DIP Term Agent.

99. "**DIP Term Facility**" means that certain debtor-in-possession credit facility provided by the DIP Term Credit Agreement and as approved by the DIP Orders (as it may be amended, modified, ratified, extended, renewed, restated or replaced from time to time in accordance with the DIP Term Credit Agreement and the DIP Orders).

100. "**DIP Term Facility Claim**" means any claim held by the DIP Term Agent or DIP Term Lenders derived from or based upon the DIP Term Facility or the DIP Orders, including claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification, and other charges arising under or related to the DIP Term Facility.

101. "**DIP Term Lenders**" means the lenders party to the DIP Term Credit Agreement from time to time.

102. "**DIP Term Loans**" means the DIP Term New Money Loans and the DIP Term Roll-Up Loans.

103. "**DIP Term New Money Loans**" means the new money delayed draw term loans provided by the DIP Term Lenders under the DIP Term Credit Agreement.

104. "**DIP Term New Money Loan Claims**" means the Claims related to the DIP Term New Money Loans.

105. "**DIP Term Roll-Up Loans**" means the roll-up of Tranche B-2 Term Loans pursuant to the terms of the DIP Term Credit Agreement, as approved by the Bankruptcy Court pursuant to the DIP Orders.

106. "**DIP Term Roll-Up Loan Claims**" means the Claims related to the DIP Term Roll-Up Loans.

107. "**Disclosure Statement**" means the disclosure statement for the Plan, including all exhibits and schedules thereto, as amended, supplemented, or modified from time to time, that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable law, subject to the Definitive Document Consent Rights.

108. "**Disclosure Statement Order**" means the order of the Bankruptcy Court approving the Disclosure Statement, which remains in full force and effect and is not subject to a stay.

109. "**Disputed**" means, with respect to any Claim or Equity Interest, except as otherwise provided herein, a Claim or Equity Interest that is not Allowed and not disallowed under the Plan, the Bankruptcy Code, or a Final Order.

110. "**Disputed Cures Escrow Account**" means that certain segregated escrow account established by the Debtors in connection with Cure Disputes, in an aggregate amount equal to the sum of all cure amounts that contract/lease counterparties assert are required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amounts as agreed to by the counterparties) pending the Bankruptcy Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute, as provided for in paragraph 21(i) of the Bidding Procedures Motion and paragraph 22(b) of the Bidding Procedures Order. On and after the Effective Date, the Disputed Cures Escrow Account shall be held by the Plan Administrator and the Plan Administrator shall have authority to disburse funds from the Disputed Cures Escrow Account from time to time for the purposes set forth in this Article I.A.110, and consistent with the terms of the Bidding Procedures Order and this Plan, without further order of the Bankruptcy Court.

111. "**Distribution Agent**" means the Debtors or any Entity or Entities chosen by the Debtors or the Plan Administrator, which Entities may include the Notice and Claims Agent, the Agents, and the Plan Administrator to make or to facilitate distributions required by the Plan.

112. "**Distribution Record Date**" means the date for determining which Holders of Claims are eligible to receive initial distributions under the Plan, which date shall be the Confirmation Date. For the avoidance of doubt, the Distribution Record Date shall not apply to publicly traded securities, which shall receive distributions, if any, in accordance with the applicable procedures of the DTC.

113. "**DTC**" means The Depository Trust Company or any successor thereto.

114. "**DTC Exchange Instruction Letter**" means a letter, in form and substance reasonably acceptable to the Debtors, the Committee, and the Convertible Unsecured Notes Indenture Trustee, to be sent by the Debtors to DTC on the Effective Date, or as soon reasonably practicable thereafter, directing DTC to (a) chill the Convertible Unsecured Notes Existing CUSIP and (b) exchange positions in the Convertible Unsecured Notes Existing CUSIP for the Convertible Unsecured Notes Escrow CUSIP.

115. "**DWAC Instruction Letter**" means a letter, in form and substance reasonably acceptable to the Debtors, the Committee, the Convertible Unsecured Notes Indenture Trustee, and the Ad Hoc Group of Convertible Notes, to be sent by Prime Clerk, on behalf of the Debtors, to the Convertible Unsecured Notes Indenture Trustee prior to the Effective Date, outlining DWAC requests that the Convertible Unsecured Notes Indenture Trustee should expect to receive from the DTC participant of each member of the Ad Hoc Group of Convertible Notes prior to the Effective Date.

116. "**Effective Date**" means the date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in Article VIII.A of the Plan have been (i) satisfied or (ii) waived pursuant to Article VIII.A of the Plan.

117. "**Entity**" means an entity as defined in section 101(15) of the Bankruptcy Code.

118. "**Equity Interest**" means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in a Debtor, including all issued, unissued, authorized, or outstanding shares of capital stock of the Debtors and any other rights, options, warrants, stock appreciation rights, phantom stock rights, restricted

stock units, redemption rights, repurchase rights, convertible, exercisable or exchangeable securities or other agreements, arrangements or commitments of any character relating to, or whose value is related to, any such interest or other ownership interest in any Debtor; *provided* that Equity Interest does not include any Intercompany Interest.

119. "**Estate**" means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code.

120. "**Exchange Act**" means the Securities Exchange Act of 1934, as now in effect or hereafter amended, or any regulations promulgated thereunder.

121. **"Excluded Assets"** has the meaning set forth in the Sale Transaction Documents (or such other similar term as may be used in the Sale Transaction Documents).

122. **"Excluded Liabilities"** has the meaning set forth in the Sale Transaction Documents (or such other similar term as may be used in the Sale Transaction Documents).

123. "**Exculpated Party**" means, (a) the Debtors; (b) the Reorganized Debtors; (c) the Committee; and (d) with respect to each of the foregoing in clauses (a), (b), and (c), to the extent they are estate fiduciaries, each such Entity's current and former Affiliates, and each such Entity's and its current and former Affiliates' current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including ex officio members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such on or after the Petition Date.

124. "**Exculpation**" means the exculpation provision set forth in Article IX.D of this Plan.

125. "**Executory Contract**" means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

126. "**Exit Cost Amount**" means, collectively, the amount in Cash to pay in full the Allowed Priority Tax Claims, Allowed Other Priority Claims, Other Secured Claims, Tranche B-2 Term Loan Expenses and Allowed Administrative Claims (including the Professional Fee Escrow Amount and Transaction Expenses), each to the extent not otherwise assumed under the Sale Transaction Documents as Assumed Liabilities.

127. "**Exit FILO Loans**" means the last-out term loans issued under the Exit Revolver/FILO Facility.

128. "**Exit FLFO Facility**" means a new secured first-lien first-out term loan facility to be entered into by the Reorganized Debtors on the Effective Date.

129. "**Exit FLFO Facility Agent**" means the administrative agent and collateral agent under the Exit FLFO Facility, and if applicable, any successor agent.

130. "**Exit FLFO Facility Lenders**" means the banks, financial institutions and other lenders party to the Exit FLFO Facility from time to time.

131. "**Exit FLFO Facility Loans**" means the loans issued under the Exit FLFO Facility.

132. "**Exit FLSO Facility**" means a new secured first-lien second-out term loan facility to be entered into by the Reorganized Debtors on the Effective Date.

133. "**Exit FLSO Facility Agent**" means the administrative agent and collateral agent under the Exit FLSO Facility, and if applicable any successor agent.

134. "**Exit FLSO Facility Lenders**" means the banks, financial institutions and other lenders party to the Exit FLSO Facility from time to time.

135. "**Exit FLSO Facility Loans**" means the loans issued under the Exit FLSO Facility.

136. "**Exit Revolver/FILO Facility**" means a new secured revolving credit and last-out term loan facility to be entered into by the Reorganized Debtors on the Effective Date.

137. "**Exit Revolver/FILO Facility Agent**" means the administrative agent and collateral agent under the Exit Revolver/FILO Facility, and if applicable any successor agent.

138. "**Exit Revolver/FILO Facility Lenders**" means the banks, financial institutions and other lenders party to the Exit Revolver/FILO Facility from time to time.

139. "**File**" or "**Filed**" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

140. "**FILO Ad Hoc Group**" means the ad hoc group of holders of the ABL FILO Term Loan represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP.

141. "**Final DIP Order**" means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection to Prepetition Secured Lenders, (V) Modifying Automatic Stay, and (VI) Granting Related Relief* entered by the Bankruptcy Court on July 21, 2020 [Docket No. 502], which shall be subject to the Definitive Document Consent Rights.

142. "**Final Order**" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to seek leave to appeal, appeal, seek reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, seek a new trial, reargument, or rehearing and, where applicable, petition for certiorari has expired and no motion for leave to appeal, appeal, motion for reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, motion for a new trial, reargument or rehearing or petition for certiorari has been timely taken, or as to which any motion for leave to appeal and appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or as to which any motion for reconsideration that has been filed pursuant to Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure or any motion for a new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

143. "**General Administrative Claim**" means any Administrative Claim, other than a Professional Fee Claim, a Claim for Transaction Expenses, or a Claim for fees and charges assessed against the Estates under chapter 123 of title 28 United States Code, 28 U.S.C. §§ 1911-1930.

144. "**General Unsecured Claim**" means any unsecured Claim (other than an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, a Tranche B-2 Term Loan Deficiency Claim, a Convertible Unsecured Notes Claim, an Intercompany Claim, or a Subordinated Securities Claim),

including without limitation, (a) Claims arising from the rejection of Unexpired Leases or Executory Contracts, and (b) Claims arising from any litigation or other court, administrative or regulatory proceeding, including damages or judgments entered against, or settlement amounts owing by a Debtor in connection therewith.

145. "**GNC Holdings**" means Debtor GNC Holdings, Inc.

146. "**Governmental Unit**" means a governmental unit as defined in section 101(27) of the Bankruptcy Code.

147. "**Holder**" means an Entity holding a Claim or Interest.

148. "**Impaired**" means "impaired" within the meaning of section 1124 of the Bankruptcy Code.

149. "**Indemnification Provisions**" means each of the Debtors' indemnification provisions in effect as of the Petition Date, whether in the Debtors' bylaws, certificates of incorporation, other formation documents, board resolutions, management or indemnification agreements, employment contracts, or otherwise providing a basis for any obligation of a Debtor to indemnify, defend, reimburse, or limit the liability of, or to advances fees and expenses to, any of the Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, and professionals of the Debtors, and such current and former directors', officers', and managers' respective Affiliates, each of the foregoing solely in their capacity as such.

150. "**Initial Distribution Date**" means the date that is on or as soon as practicable after the Effective Date when distributions under the Plan shall commence for each Class entitled to receive distributions.

151. "**Insurance Contract**" means all insurance policies that have been issued at any time to or provide coverage to any of the Debtors and all agreements, documents or instruments relating thereto, including but not limited to, D&O Liability Insurance Policies.

152. "**Insurer**" means any company or other entity that issued an Insurance Contract, any third party administrator, and any respective predecessors and/or affiliates thereof.

153. "**Intercompany Claims**" means, collectively, any Claim held by a Debtor against another Debtor.

154. "**Intercompany Interest**" means an Equity Interest in a Debtor held by another Debtor.

155. "**Intercreditor Agreement**" means 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), among the ABL FILO Agent and the Tranche B-2 Term Loan Agents.

156. "**Interests**" means, collectively, Equity Interests and Intercompany Interests.

157. "**Interim DIP Order**" means 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 entered by the Bankruptcy Court on June 26, 2020 [Docket No. 134].

158. **"KERP"** means that certain key employee retention program for forty (40) key non-insider employees of the Debtors, which has been approved and authorized pursuant to the Bankruptcy Court's *Order Approving the Key Employee Retention Program* [Docket No. 470], entered on July 20, 2020.

159. "**Lien**" means a lien as defined in section 101(37) of the Bankruptcy Code.

160. **"Liquidity Event"** means (A) the sale of all or substantially all of the Reorganized Debtors' assets, or (B) a bona fide initial public offering of common stock of Reorganized GNC Holdings (or any successor to Reorganized GNC Holdings) pursuant to an effective registration statement filed under the Securities Act (excluding registration statements filed on Form S-8 or any similar or successor form).

161. "**Local Bankruptcy Rules**" means the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

162. "**Management Incentive Plan**" means, in the event of a Restructuring, the management incentive plan of the Reorganized Debtors, which shall reserve 10% of the fully diluted New Common Equity to be granted to employees, non-employee directors, and consultants pursuant to a plan to be subject to the Definitive Document Consent Rights and the terms of which shall be set forth in the Plan Supplement.

163. "**New Board**" means the initial board of managers or similar governing body of Reorganized GNC Holdings.

164. "**New Common Equity**" means the common equity in Reorganized GNC Holdings to be authorized, issued, or reserved on the Effective Date pursuant to the Plan.

165. "**New Debt**" means the Exit FLFO Facility, the Exit FLSO Facility, and the Exit Revolver/FILO Facility.

166. "**New Debt Agents**" means, collectively, the Exit FLFO Facility Agent, the Exit FLSO Facility Agent, and the Exit Revolver/FILO Facility Agent.

167. "**New Debt Documentation**" means the credit agreements, indentures, notes, escrow agreements and other documents governing the New Debt, which shall be subject to the Definitive Document Consent Rights and substantially final forms of which will be filed with the Plan Supplement.

168. "**New Lenders**" means, collectively, the Exit FLFO Facility Lenders, the Exit FLSO Facility Lenders, and the Exit Revolver/FILO Facility Lenders.

169. "**New Organizational Documents**" means such certificates or articles of incorporation, bylaws, or other applicable formation documents of each of the Reorganized Debtors, as applicable, and the New Stockholders Agreement, each of which shall be subject to the Definitive Document Consent Rights and the forms of which shall be included in the Plan Supplement.

170. "**New Stockholders Agreement**" means that certain shareholders agreement that will govern certain matters related to the governance of the Reorganized Debtors and the New Common Equity, which shall be subject to the Definitive Document Consent Rights and the form of which shall be included in the Plan Supplement.

171. "**Non-Debtor Releasing Parties**" means, collectively: (a) the DIP Agents; (b) the DIP Lenders; (c) the ABL FILO Agent; (d) the ABL Revolving Lenders; (e) the ABL FILO Term Lenders; (f) the Tranche B-2 Term Loan Agents; (g) the Tranche B-2 Term Loan Lenders; (h) all Holders of Claims

against the Debtors that submitted a Ballot accepting the Plan to the Notice and Claims Agent; (i) all Holders of Claims against the Debtors that submitted a Ballot rejecting the Plan to the Notice and Claims Agent, but did not affirmatively opt out of the Third-Party Release as provided on their respective Ballots; and (j) the Buyer.

172. "**Notice and Claims Agent**" means Prime Clerk LLC, in its capacity as noticing, claims, and solicitation agent for the Debtors, pursuant to the order of the Bankruptcy Court.

173. "**NQDC Plan**" means that certain non-qualified deferred compensation plan for certain U.S. Employees of the Debtors, the obligations of which are backed by Debtor-owned life insurance policies held in a "rabbi" trust, which the Debtors were authorized to continue and maintain pursuant to the Bankruptcy Court's *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* [Docket No. 495], entered on July 21, 2020.

174. "**Ordinary Course Professionals Order**" means any order of the Bankruptcy Court permitting the Debtors to retain certain professionals in the ordinary course of their businesses.

175. "**Other Priority Claim**" means any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than a Priority Tax Claim or Administrative Claim.

176. "**Other Secured Claim**" means any Secured Claim other than the DIP Facilities Claims, the ABL FILO Term Loan Claims, or the Tranche B-2 Term Loan Secured Claims.

177. "**Outside Date**" has the meaning ascribed to such term in the Restructuring Support Agreement.

178. "**Outside Sale Date**" means that date that is in no event later than (i) for a sale contemplated by the Stalking Horse Agreement, October 31, 2020 (or as modified in accordance with the terms of the Stalking Horse Agreement), and (ii) for a sale other than as contemplated by the Stalking Horse Agreement, the Confirmation Date.

179. "**Periodic Distribution Date**" means the first Business Day that is as soon as reasonably practicable occurring approximately one hundred twenty (120) days after the immediately preceding Periodic Distribution Date.

180. "**Person**" means a "person" as defined in section 101(41) of the Bankruptcy Code and also includes any natural person, corporation, general or limited partnership, limited liability company, firm, trust, association, government, governmental agency or other Entity, whether acting in an individual, fiduciary or other capacity.

181. "**Petition Date**" means the date on which each of the Debtors commenced the Chapter 11 Cases.

182. "**Plan**" means this joint plan of reorganization under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto, subject to the Definitive Document Consent Rights and the Committee Consent Rights.

183. **"Plan Administrator"** means an individual selected by the Committee to be the representative of the Reorganized Debtors on and after the Effective Date and who shall have the rights,

powers, duties and responsibilities set forth in this Plan and the Plan Administrator Agreement, including winding down the Chapter 11 Cases, filing final tax returns and otherwise discharging the responsibilities set forth in the Plan and Wind-Down Budget. The compensation of the Plan Administrator shall be (i) determined by the Committee, (ii) payable from the Wind-Down Amount, and (iii) set forth in the Plan Administrator Agreement and/or another agreement between the Plan Administrator and the Committee, and may be adjusted from time to time by agreement of the Plan Administrator.

184. "**Plan Administrator Agreement**" means an agreement implementing the rights, powers, duties, and responsibilities provided to the Plan Administrator under this Plan, which agreement shall be filed with the Plan Supplement.

185. "**Plan Amendment Term Sheet**" means the term sheet attached to the Plan Support Agreement as Exhibit A thereto.

186. "**Plan Supplement**" means any supplement to the Plan containing certain documents and forms of documents, schedules and exhibits, in each case subject to the terms and provisions of the Restructuring Support Agreement and Plan Support Agreement (to the extent approved pursuant to the Settlement Order), as applicable (including any applicable Definitive Document Consent Rights and the Committee Consent Rights) relevant to the implementation of the Plan, to be filed with the Bankruptcy Court, as amended, modified or supplemented from time to time in accordance with the terms of the Restructuring Support Agreement and Plan Support Agreement (to the extent approved pursuant to the Settlement Order) and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement and Plan Support Agreement, as applicable (including any applicable Definitive Document Consent Rights and Committee Consent Rights), which shall include, but not be limited to the following documents: (a) the New Organizational Documents; (b) the Rejected Executory Contract/Unexpired Lease List; (c) a list of retained Causes of Action; (d) the number of members of the New Board and, to the extent known, the identity of the members of the New Board; (e) the New Debt Documentation; (f) the documents related to the Management Incentive Plan and the date by which the New Board shall make grants thereunder, (g) the Restructuring Transactions Memorandum, (h) the Sale Transaction Documents, documentation for the Second Lien Loans, the Class 4 Notes Term Sheet, the forms of the Class 4 Notes, and the Wind-Down Budget, and (i) the Plan Administrator Agreement and the identity of the Plan Administrator.

187. "**Plan Supplement Filing Date**" means the date that is at least seven (7) calendar days prior to the date on which objections to Confirmation are due pursuant to the Disclosure Statement Order.

188. "**Plan Support Agreement**" means that certain Plan Support Agreement dated as of September 18, 2020 (as such may be amended, modified or supplemented in accordance with its terms), attached to the Settlement Motion as Annex 1 to Exhibit A thereto.

189. "**Prepetition Obligors**" means Debtors GNC Corporation, General Nutrition Centers, Inc., General Nutrition Corporation, General Nutrition Investment Company, Lucky Oldco Corporation, GNC Funding, Inc., GNC Canada Holdings, Inc., General Nutrition Centres Company, GNC Government Services, LLC, and GNC International Holdings, Inc.

190. "**Priority Tax Claim**" means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

191. "**Pro Rata Share**" means, with respect to any distribution on account of an Allowed Claim, a distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

192. "**Professional Fee Claim**" means a Claim by a Retained Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

193. "**Professional Fee Escrow Account**" means an interest-bearing account funded by the Debtors with Cash no later than the Effective Date in an amount equal to the Professional Fee Escrow Amount.

194. "**Professional Fee Escrow Amount**" means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses the Retained Professionals have incurred or will incur in rendering services in connection with the Chapter 11 Cases prior to and as of the Effective Date, which shall be estimated pursuant to the method set forth in Article II.A.2 of the Plan.

195. "**Proof of Claim**" means a proof of Claim filed against any Debtor in the Chapter 11 Cases.

196. "**Recognition Proceedings**" means the proceeding commenced by the Debtors under Part IV of the CCAA in the Canadian Court to recognize in Canada the Chapter 11 Cases as "foreign main proceedings" and to recognize in Canada certain Orders of the Bankruptcy Court.

197. "**Reinstatement**" means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

198. "**Rejected Executory Contract/Unexpired Lease List**" means the list (as determined by the Debtors and as reasonably acceptable to the Required Consenting Parties), of Executory Contracts and/or Unexpired Leases (including any amendments or modifications thereto), if any, that will be rejected pursuant to the Plan.

199. "**Related Persons**" means collectively with respect to any Person, such Person's predecessors, successors, assigns and present and former Affiliates (whether by operation of law or otherwise) and subsidiaries, and each of their respective current and former officers, directors, principals, employees, shareholders, members (including ex officio members and managing members), managers, managed accounts or funds, management companies, fund advisors, advisory or subcommittee board members, partners, agents, financial advisors, attorneys, accountants, investment bankers, investment advisors, consultants, representatives, and other professionals, in each case acting in such capacity at any time, and any Person claiming by or through any of them, including such Related Persons' respective heirs, executors, estates, servants, and nominees; provided, however, that no insurer of any Debtor shall constitute a Related Person.

200. "**Released Party**" means, collectively: (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agents; (d) the DIP Lenders; (e) the ABL FILO Agent; (f) the ABL Revolving Lenders; (g) the ABL FILO Term Lenders; (h) the Tranche B-2 Term Loan Agents; (i) the Tranche B-2 Term Loan Lenders; (j) the New Lenders; (k) the New Debt Agents; (l) the members of the Ad Hoc Groups and of the Committee, each in their capacity as such; (m) the Buyer; (n) the Committee; (o) the members of the Ad Hoc Group of Convertible Notes, in their capacity as such; and (p) the respective Related Persons for each of the foregoing; *provided*, that any holder of a Claim against the Debtors that timely elects to "opt-out" of granting releases in accordance with the Solicitation Materials shall not be a Released Party.

201. "**Releasing Party**" has the meaning set forth in Article IX.C of this Plan.

202. "**Reorganized Debtors**" means, on or after the Effective Date, in the event of either a Restructuring or a Sale Transaction, (a) the Debtors, as reorganized or otherwise surviving Confirmation and the Effective Date pursuant to the Plan, or any successor thereto, by merger, consolidation, or otherwise,

and (b) to the extent not already encompassed by clause (a) and solely to the extent contemplated by the Restructuring Transactions Memorandum, Reorganized GNC Holdings and any newly formed subsidiaries thereof.

203. "**Reorganized GNC Holdings**" means, on or after the Effective Date, either (a) GNC Holdings, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability company, partnership, or other form, as the case may be, or (b) solely to the extent contemplated by the Restructuring Transactions Memorandum and other than any Buyer, a new corporation, limited liability company, or partnership that may be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors and issue the New Common Equity and New Debt to be distributed pursuant to the Plan.

204. "**Required Consenting Parties**" means the Required Consenting Term Lenders, and the Required FILO Ad Hoc Group Members, in each case, as applicable and pursuant to the terms of the Restructuring Support Agreement and this Plan.

205. "**Required Consenting Term Lenders**" has the meaning ascribed to such term in the Restructuring Support Agreement.

206. "**Required FILO Ad Hoc Group Members**" has the meaning ascribed to such term in the Restructuring Support Agreement.

207. "**Required Sale Consenting Parties**" means the Buyer, the Required Consenting Term Lenders, and the Required FILO Ad Hoc Group Members.

208. "**Restructuring**" means the Restructuring Transactions contemplated by and to be consummated in accordance with the Plan, which shall be in accordance with the Restructuring Support Agreement.

209. "**Restructuring Documents**" means, collectively, the documents and agreements (and the exhibits, schedules, annexes, and supplements thereto) necessary to implement or entered into in connection with this Plan.

210. "**Restructuring Support Agreement**" means that certain Restructuring Support Agreement entered into on June 23, 2020 by and among the Debtors and the Consenting Creditors (as such may be amended, modified or supplemented in accordance with its terms), attached hereto as **Exhibit 1**.

211. "**Restructuring Transactions**" means the transactions described in Article IV.B of the Plan.

212. "**Restructuring Transactions Memorandum**" means a document, in form and substance acceptable to the Debtors and the Required Consenting Parties, to be included in the Plan Supplement that will set forth the material components of the Restructuring Transactions, including the identity of the issuer or issuers of the New Common Equity and any elections that must be made with respect to the receipt of the New Common Equity, and a summary of any other transaction steps to complete the Restructuring Transaction contemplated by the Plan.

213. "**Retained Professional**" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330, or 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

214. **"Sale Order"** means the *Order (I) Authorizing and Approving (A) The Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, and Encumbrances, and (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and (II) Granting Related Relief* [Docket No. 1202] entered by the Bankruptcy Court on September 18, 2020.

215. **"Sale Transaction"** means the transfer, in one or more transactions, of the Acquired Assets to the Buyer and the assumption by the Buyer of the Assumed Liabilities free and clear of all Liens, Claims, charges, and other encumbrances (other than the Assumed Liabilities) pursuant to section 363 and 1123 of the Bankruptcy Code on the terms and conditions set forth in the Sale Transaction Documents.

216. **"Sale Transaction Documents"** means the Stalking Horse Agreement and related documents, including, without limitation, the Assumed Contracts List, in each case, in form and substance acceptable to the Required Consenting Term Lenders and the Debtors, and reasonably acceptable to the Required FILO Ad Hoc Group Members, pursuant to which the Debtors will effectuate the Sale Transaction.

217. **"Sale Transaction Proceeds"** means all proceeds from the consummation of the Sale Transaction that are distributable or payable to the Debtors' estates or otherwise in satisfaction of Allowed Claims, and such proceeds may consist of Cash, debt instruments or other non-Cash consideration. Pursuant to the Stalking Horse Agreement, the Sale Transaction Proceeds shall consist of (i) the Cash portion of the purchase price set forth in the Stalking Horse Agreement, (ii) the Second Lien Loans, and (iii) the Class 4 Notes.

218. "**Schedules**" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs to be Filed by the Debtors pursuant to section 521 of the Bankruptcy Code, as the same may be amended, modified, or supplemented from time to time.

219. "**SEC**" means the Securities and Exchange Commission.

220. "**Second Lien Loan Amount**" has the meaning set forth in the Stalking Horse Agreement.

221. **"Second Lien Loans"** means those new secured second-lien loans to be issued by the Buyer (or its designee) pursuant to the Second Lien Term Loan Credit Agreement.

222. **"Second Lien Term Loan Credit Agreement"** means that certain Second Lien Term Loan Credit Agreement, dated as of October 7, 2020, among GNC Holdings, LLC, as borrower, the lenders party thereto, GLAS Trust Company LLC, as collateral agent, and GLAS Trust Company LLC, as administrative agent.

223. **"Second Lien Term Loan Agent"** means the "Administrative Agent" as such term is defined in the Second Lien Term Loan Credit Agreement.

224. "**Secured Claim**" means a Claim: (a) secured by a Lien on property in which the Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to the Plan or order of the Bankruptcy Court as a secured claim.

225. "**Securities**" means any instruments that qualify under Section 2(a)(1) of the Securities Act, including the New Common Equity.

226. "**Securities Act**" means the Securities Act of 1933, as now in effect or hereafter amended, or any regulations promulgated thereunder.

227. **"Selling Entities"** has the meaning set forth in the Sale Transaction Documents (or such other similar term as may be used in the Sale Transaction Documents).

228. "**Settlement Motion**" means the *Motion of Debtors for Order Approving (A) Global Settlement, (B) Stalking Horse Agreement Amendment, and (C) Plan Support Agreement* [Docket No. 1235], filed by the Debtors on September 22, 2020.

229. "**Settlement Order**" means that order of the Bankruptcy Court granting the Settlement Motion, entered by the Bankruptcy Court on October 8, 2020 [Docket No. 1360].

230. "**Solicitation Materials**" means all solicitation materials with respect to the Plan, including the Disclosure Statement and related ballots, which have been approved by the Bankruptcy Court pursuant to the Disclosure Statement Order.

231. "**Specified Liability**" or "**Specified Liabilities**" has the meaning set forth in the Stalking Horse Agreement.

232. "**Stalking Horse Agreement**" means that certain Stalking Horse Agreement by and among the Debtors and Harbin Pharmaceutical Group Co., Ltd. dated August 7, 2020 [Docket No. 660-1,], as amended, supplemented, or otherwise modified from time to time with the consent of the Debtors and the Required Consenting Parties [Docket Nos. 728-1, 790-1, 1075-A, 1202-A, 1235 (Ex. D to Annex 1 to Ex. A), 1337].

233. "**Subordinated Securities Claims**" means any Claim against a Debtor arising from the rescission of a purchase or sale of a security of a Debtor or an Affiliate of a Debtor (other than an Equity Interest) for damages arising from the purchase or sale of such a security or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim; *provided* that a Subordinated Securities Claim shall not include any Claim subject to subordination under section 510 of the Bankruptcy Code arising from or related to an Equity Interest (which, for the avoidance of doubt, shall be treated as an Equity Interest for the purposes of the Plan).

234. **"Surrendered Possession"** means 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.

235. "**Tax Escrow Amount**" means $9,117,532.86 in Cash from the Cash portion of the Sale Transaction Proceeds otherwise payable to Holders of Claims in Class 3 pursuant to this Plan, consisting of the following amounts and for the following purposes: (a) $7,455,532.86 to be held in escrow until the completion of the wind-down of the Debtors' estates, for purposes of paying taxes arising out of, or triggered by, the Sale Transaction (to the extent the Debtors are liable and responsible for such taxes under the Sale Transaction Documents), plus (b) $1,662,000 to be held in escrow until the completion of the wind-down of the Debtors' estates, for purposes of paying Transfer Taxes (as defined in the Stalking Horse Agreement) (to the extent the Debtors are liable and responsible for such Transfer Taxes under the Sale Transaction Documents). On and after the Effective Date, the Tax Escrow Amount shall be held by the Plan Administrator in a segregated account in escrow until the completion of the wind-down of the Debtors' estates. The Plan Administrator shall have authority to disburse funds from the Tax Escrow Amount from time to time for the purposes set forth in this Article I.A.235 and in accordance with the terms of this Plan without further order of the Bankruptcy Court.

236. "**Third-Party Release**" means the releases set forth in Article IX.C of the Plan.

237. "**Tranche B-2 Term Lenders**" means the Holders of Tranche B-2 Term Loans

238. "**Tranche B-2 Term Loan Administrative Agent**" means JPMorgan Chase Bank, N.A., as administrative agent under the Tranche B-2 Term Loan Credit Agreement, and if applicable, any successor agent.

239. "**Tranche B-2 Term Loan Agents**" means together, the Tranche B-2 Term Loan Administrative Agent and the Tranche B-2 Term Loan Collateral Agent.

240. "**Tranche B-2 Term Loan Collateral Agent**" means GLAS Trust Company as collateral agent under the Tranche B-2 Term Loan Credit Agreement, and if applicable, any successor agent.

241. "**Tranche B-2 Term Loan Claim**" means any Claim on account of the Tranche B-2 Term Loan.

242. "**Tranche B-2 Term Loan Expenses**" means fees, expenses, cost, indemnification and other charges of the Tranche B-2 Term Loan Agents, including any fees, expenses or costs of the Tranche B-2 Term Loan Agents' attorneys and advisors arising under or related to the Tranche B-2 Term Loan Credit Agreement or the DIP Orders.

243. "**Tranche B-2 Term Loan Secured Claim**" means any Secured Claim on account of the Tranche B-2 Term Loan, other than the Tranche B-2 Term Loan Expenses.

244. "**Tranche B-2 Term Loan Deficiency Claim**" means any Claim against a Debtor that is a Tranche B-2 Term Loan Claim and that is not a Tranche B-2 Term Loan Secured Claim, other than the Tranche B-2 Term Loan Expenses.

245. "**Tranche B-2 Term Loan Credit Agreement**" means 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 12, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time), among GNC Corporation, General Nutrition Centers, Inc., as borrowers, the Tranche B-2 Term Loan Agent, and the Tranche B-2 Term Lenders.

246. "**Transaction Expenses**" means, to the extent not paid in full pursuant to the DIP Orders or any other order of the Bankruptcy Court, all Claims for the reasonable and documented fees and out-of-pocket expenses (including travel costs and expenses) of the attorneys, accountants, and other professional advisors, and consultants of the Ad Hoc Groups, whether incurred before, on, or after the Petition Date, and in each case including all amounts payable or reimbursable under applicable fee or engagement letters with the Debtors.

247. **"Transfer Tax"** or **"Transfer Taxes"** has the meaning set forth in the Stalking Horse Agreement.

248. "**Unexpired Lease**" means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

249. "**Unimpaired**" means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, not "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

250. "**United States Trustee**" means the Office of the United States Trustee for the District of Delaware.

251. "**Voting Deadline**" means the date and time set forth in the Disclosure Statement Order.

252. "**Voting Record Date**" means the date established as the voting record date pursuant to the Disclosure Statement Order.

253. **"Wind-Down Amount**" means the amount of $3,000,000 in Cash, plus any amounts allocated to the Wind-Down Amount pursuant to the Committee Election, which shall be used to pay the types of disbursements set forth in, and in accordance with, the Wind-Down Budget, including the compensation of the Plan Administrator, and which shall be funded, first, from Cash not acquired by the Buyer, if any, and, second, from the Cash portion of the Sale Transaction Proceeds, *provided* that the Wind-Down Amount may be increased pursuant to the Committee Election.

254. **"Wind-Down Budget"** means a budget for the reasonable activities and expenses to be incurred in winding down the Chapter 11 Cases as set forth in the Plan Supplement, including providing for, among other things, the costs of claims reconciliation and administration, and the purchase of errors and omissions insurance and/or other forms of indemnification for the Plan Administrator, which shall be in form and substance reasonably acceptable to the Committee (or in the event of any amendment after the occurrence of the Effective Date, the Plan Administrator) and the Debtors.

B. Rules of Interpretation

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified, or supplemented in accordance with the terms thereof or the Restructuring Support Agreement, as applicable; (d) unless otherwise specified, all references herein to "Articles" are references to Articles of the Plan; (e) the words ''herein,'' "hereof," and ''hereto'' refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words "without limitation"; (g) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company laws; (h) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Equity Interests," "Holders of Interests," "Disputed Interests," and the like, as applicable; (i) captions and headings to Articles and subdivisions thereof are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (j) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (k) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (l) any effectuating provisions may be interpreted by the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, and such interpretation shall control; and (m) references to docket numbers are references to the docket numbers of documents filed in the Chapter 11 Cases under the Bankruptcy Court's CM/ECF system.

2. The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. Unless otherwise specified herein, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

3. All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

4. Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

5. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Confirmation Order, or the Disclosure Statement, any and all consent rights in the Restructuring Support Agreement with respect to the form and substance of any Definitive Document (as defined in the Restructuring Support Agreement), including any amendments, restatements, supplements, or other modifications to such documents and any consents, waivers, or other deviations under or from such documents, shall be incorporated by reference herein and fully enforceable as if stated herein.

Article II.

ADMINISTRATIVE CLAIMS, DIP FACILITIES CLAIMS, PRIORITY TAX CLAIMS, OTHER PRIORITY CLAIMS AND UNITED STATES TRUSTEE STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Facilities Claims, Priority Tax Claims, and Other Priority Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in Article III.

A. Administrative Claims

1. General Administrative Claims

Subject to the provisions of sections 328, 330(a), and 331 of the Bankruptcy Code, except to the extent that a Holder of an Allowed General Administrative Claim and the applicable Debtor(s) agree to less favorable treatment with respect to such Allowed General Administrative Claim, each Holder of an Allowed General Administrative Claim will be paid the full unpaid amount of such Allowed General Administrative Claim in Cash: (a) on the Effective Date or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (b) if a General Administrative Claim is Allowed after the Effective Date, on the date such General Administrative Claim is Allowed or as soon as reasonably practicable thereafter or, if not then due, when such Allowed General Administrative Claim is due or as soon as reasonably practicable thereafter; (c) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Reorganized Debtors, as the case may be; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided* that Allowed General Administrative Claims that arise in the ordinary course of the Debtors' business during the Chapter 11 Cases shall be paid in full in Cash in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice; *provided, further,* that any Allowed General Administrative Claim that has been expressly assumed by the Buyer under the Sale Transaction Documents shall be paid by the Buyer unless otherwise agreed in writing between the Debtors and the Buyer.

2. Professional Fee Claims

All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date.

Objections to any final requests for payment of Professional Fee Claims must be filed no later than twenty (20) days from the date of the filing of such final requests for payment of Professional Fee Claims. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. The Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash to such Retained Professionals in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

No later than the Effective Date, the Reorganized Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Retained Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates of the Debtors or the Reorganized Debtors. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full in Cash to the Retained Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be remitted to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

The Retained Professionals shall deliver to the Debtors a reasonable and good-faith estimate of their unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date projected to be outstanding as of the anticipated Effective Date, and shall deliver such estimate no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Retained Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court, and such Retained Professionals are not bound to any extent by the estimates. If a Retained Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Retained Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

3. Transaction Expenses

All Transaction Expenses incurred, or estimated to be incurred up to and including the Effective Date shall be paid in full in Cash on the Effective Date without the need for any further notice to any party or further approval by the Bankruptcy Court or otherwise. All Transaction Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date (or such shorter period as the Debtors may agree); *provided* that such estimate shall not be considered an admission or limitation with respect to such Transaction Expenses. On the Effective Date, final invoices for all Transaction Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors.

4. Tranche B-2 Term Loan Expenses

To the extent not otherwise paid and satisfied in full pursuant to the DIP Orders or any other order of the Bankruptcy Court, the Tranche B-2 Term Loan Expenses incurred, or estimated to be incurred up to and including the Effective Date shall be paid in full in Cash on the Effective Date. All Tranche B-2 Term Loan Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date (or such shorter period as the Debtors may agree); *provided* that such estimate shall not be considered an admission or limitation with respect to such Tranche B-2 Term Loan Expenses. On the Effective Date, final invoices for all Tranche B-2 Term Loan Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors.

5. Administrative Claims Bar Date

All requests for payment of an Administrative Claim (other than DIP Facilities Claims, Cure Costs, Professional Fee Claims, Transaction Expenses, or U.S. Trustee quarterly fees payable pursuant to Article II.E below) that accrued on or before the Effective Date that were not otherwise satisfied in the ordinary course of business must be filed with the Bankruptcy Court and served on the Debtors no later than the Administrative Claims Bar Date.

Holders of Administrative Claims (other than DIP Facilities Claims including DIP Expenses, Cure Costs, Professional Fee Claims, Transaction Expenses, or U.S. Trustee quarterly fees payable pursuant to Article II.E below) that are required to file and serve a request for payment of such Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article IX.E. hereof.

The Reorganized Debtors, in their sole and absolute discretion, may settle Administrative Claims in the ordinary course of business without further Bankruptcy Court approval. The Debtors or the Reorganized Debtors, as applicable, may also choose to object to any Administrative Claim no later than the Claims Objection Deadline, subject to extensions by the Bankruptcy Court, agreement in writing of the parties, or on motion of a party in interest approved by the Bankruptcy Court. Unless the Debtors or the Reorganized Debtors (or other party with standing) object to a timely-filed and properly served Administrative Claim, such Administrative Claim will be deemed Allowed in the amount requested. In the event that the Debtors or the Reorganized Debtors object to an Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court will determine whether such Administrative Claim should be allowed and, if so, in what amount.

B. DIP Facilities Claims

The DIP Facilities Claims shall be deemed to be Allowed under the Plan.

Notwithstanding anything to the contrary herein, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all Allowed DIP Term New Money Loan Claims, the Allowed DIP Term New Money Loan Claims (i) if the Restructuring is consummated, shall be converted on a dollar-for-dollar basis into Exit FLFO Facility Loans on the Effective Date, or (ii) if the Sale Transaction is consummated, shall have been indefeasibly repaid in full in Cash from the Cash portion of the Sale Transaction Proceeds at the closing thereof.

Notwithstanding anything to the contrary herein, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all Allowed DIP Term Roll-Up Loan Claims, the Allowed

DIP Term Roll-Up Loan Claims shall be (i) if the Restructuring is consummated, converted on a dollar-for-dollar basis into Exit FLSO Facility Loans on the Effective Date, or (ii) if the Sale Transaction is consummated, indefeasibly repaid in full in Cash with proceeds from the Cash portion of the Sale Transaction Proceeds at the closing thereof.

Notwithstanding anything to the contrary herein, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all Allowed DIP ABL FILO Facility Claims, the Allowed DIP ABL FILO Facility Claims shall be (i) if the Restructuring is consummated, converted on a dollar-for-dollar basis into Exit FILO Loans on the Effective Date, or (ii) if the Sale Transaction is consummated, indefeasibly repaid in full in Cash with the Cash portion of the Sale Transaction Proceeds at the closing thereof.

Notwithstanding anything to the contrary herein, the DIP Expenses shall be (i) if the Restructuring is consummated, paid in full, in Cash on or prior to the Effective Date, or (ii) if the Sale Transaction is consummated, paid in full in Cash with proceeds from the Cash portion of the Sale Transaction Proceeds at the closing thereof. All DIP Expenses to be paid on the applicable payment date shall be estimated prior to and as of such date, and shall be delivered to the Debtors at least three (3) Business Days before the anticipated payment date (or such shorter period as the Debtors may agree); *provided* that such estimate shall not be considered an admission or limitation with respect to such expenses. On the applicable payment date, final invoices for all DIP Expenses incurred prior to and as of the applicable payment date shall be submitted to the Debtors.

All of the Debtors' contingent and unliquidated obligations under the DIP Credit Agreements and DIP Orders, including, without limitation, the DIP Agents' and the DIP Lenders' rights to indemnification from the Debtors, to the extent any such obligation has not been paid in Cash in full on the Effective Date or converted into New Debt as set forth herein, shall survive the Effective Date and shall not be released or discharged pursuant to the Plan or Confirmation Order, notwithstanding any provision hereof or thereof to the contrary.

C. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtor(s) against which such Allowed Priority Tax Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, as soon as reasonably practicable after the Effective Date, on account of such Claim: (1) Cash in an amount equal to the amount of such Allowed Priority Tax Claim; (2) Cash in an amount agreed to by the applicable Debtor or Reorganized Debtor, as applicable, and such Holder; *provided* that such parties may further agree for the payment of such Allowed Priority Tax Claim at a later date; or (3) at the option of the Debtors, Cash in an aggregate amount of such Allowed Priority Tax Claim payable in installment payments over a period not more than five years after the Petition Date, pursuant to section 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on or before the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and such Holder, or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. Any Allowed Priority Tax Claim that has been expressly assumed by the Buyer under the Sale Transaction Documents shall not be an obligation of the Debtors.

D. Other Priority Claims

Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such Allowed Other Priority Claim is asserted agree to less favorable treatment for such Holder, in full satisfaction of each Allowed Other Priority Claim, each Holder thereof shall receive payment in full in Cash

or other treatment, rendering such Claim Unimpaired. Any Allowed Other Priority Claim that has been expressly assumed by the Buyer under the Sale Transaction Documents shall not be an obligation of the Debtors.

E. United States Trustee Statutory Fees

The Debtors and the Reorganized Debtors, as applicable, shall pay all quarterly fees due to the United States Trustee under 28 U.S.C § 1930(a)(6), plus any interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' or Reorganized Debtors' business (or such amount agreed to with the United States Trustee or ordered by the Bankruptcy Court), for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

Article III.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims

The Plan consolidates Claims against all Debtors solely for purposes of voting, Confirmation, and distribution (for instance, a General Unsecured Claim against any Debtor is classified in Class 4 or Class 4A, as applicable, and to the extent Allowed, is entitled to share pro rata with all other Allowed Class 4 or Class 4A Claims, as applicable, in the treatment provided for Class 4 or Class 4A, as applicable, without any allocation thereof among the Debtors) but not for any other purpose. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, DIP Facilities Claims, Priority Tax Claims, and Other Priority Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

The Plan contemplates Confirmation and Consummation based upon (i) the consummation on or before the Outside Sale Date of a Sale Transaction on the terms set forth in the Sale Transaction Documents; or (ii) if the Sale Transaction is terminated or is no longer in full force and effect or is not consummated, or is not capable of being consummated, in each case, by the applicable Outside Sale Date in accordance with the terms of the Sale Transaction Documents, the Restructuring, in each case, in accordance with the Restructuring Support Agreement.

Summary of Classification and Treatment of Claims and Interests

Class	Claim	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	[Reserved]	[Reserved]	[Reserved]
3	Tranche B-2 Term Loan Secured Claims	Impaired	Entitled to Vote
4	General Unsecured Claims; Convertible Unsecured Notes Claims; and Tranche B-2 Term Loan Deficiency Claims	Impaired	Entitled to Vote
4A	Convenience Class Claims	Impaired	Entitled to Vote
5	Subordinated Securities Claims	Impaired	Deemed to Reject
6	Intercompany Claims	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
7	Intercompany Interests	Unimpaired or Impaired	Presumed to Accept or Deemed to Reject
8	Equity Interests	Impaired	Deemed to Reject

B. Treatment of Claims and Interests

1. *Class 1 — Other Secured Claims*

a. *Classification*: Class 1 consists of all Other Secured Claims.

b. *Treatment*: Except to the extent that a Holder of an Allowed Other Secured Claim agrees to (i) in the event of a Sale Transaction, inclusion of its claim as an Assumed Liability on the terms set forth in the Sale Transaction Documents, or (ii) less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim, at the option of the applicable Debtor with the consent of the Required Consenting Term Lenders, shall (A) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (B) receive the collateral securing its Allowed Other Secured Claim, or (C) receive any other treatment that would render such Claim Unimpaired.

c. *Voting*: Class 1 is Unimpaired and Holders of Class 1 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. *Class 2 — [Reserved]*

a. *Classification*: [Reserved]

b. *Allowance*: [Reserved]

c. *Treatment*: [Reserved]

d. *Voting*: [Reserved]

3. *Class 3 — Tranche B-2 Term Loan Secured Claims*

a. *Classification*: Class 3 consists of Tranche B-2 Term Loan Secured Claims.

b. *Allowance*: On the Effective Date, the Tranche B-2 Term Loan Secured Claims shall be Allowed in the aggregate principal amount of the Collateral Amount.

c. *Treatment*: Except to the extent that (i) a Holder of an Allowed Tranche B-2 Term Loan Secured Claim agrees in writing to less favorable treatment or (ii) the Required Consenting Term Lenders agree in writing and upon at least 5 calendar days' notice to the Bankruptcy Court prior to the Confirmation Date that Class 3 receive different treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each Tranche B-2 Term Loan Secured Claim, each Holder of an Allowed Tranche B-2 Term Loan Secured Claim shall:

(i) In the event of a Sale Transaction, receive its Pro Rata Share of the total amount of Second Lien Loans issued in connection with the Sale Transaction in a principal amount equal to the Second Lien Loans Amount, and Cash equal to the Cash held by the Debtors immediately prior to Consummation less (I) the Class 4/4A Distribution Amount, (II) the Wind-Down Amount, (III) the Class 3 Initial Escrow Amount, (IV) the Class 3 Additional Escrow Amount, (V) the amount for the Disputed Cures Escrow Account, (VI) the amount of $250,000 distributed pursuant to Article III.B.4.c(iii)(a) below, (VII) the Tax Escrow Amount, and (VIII) the Exit Cost Amount less any portion thereof that is also included in any of the foregoing; or

(ii) In the event of a Restructuring, receive its Pro Rata Share of (i) 100% of the New Common Equity, subject to dilution by the Management Incentive Plan, and (ii) $50 million in principal amount of the Exit FLSO Facility Loans.

d. *Voting*: Class 3 is Impaired, and Holders of Class 3 Tranche B-2 Term Loan Secured Claims are entitled to vote to accept or reject the Plan.

e. *Return of Escrows*.

(i) To the extent that (A) prior to the Effective Date, the Debtors determine in good faith and after having provided to counsel to the Committee a notice of resolved Cure Disputes, a copy of any notice required pursuant to section 3.4(d) of the Stalking Horse Agreement, and an opportunity to object thereto, or (B) after the Effective Date, the Plan Administrator determines in good faith, that the remaining amounts available in either the Disputed Cures Escrow Account or the Professional Fee Escrow Account exceed the amount necessary to pay any remaining unpaid disputed Cure Costs or Professional Fee Claims, as applicable, such excess shall (1) first be used to fund the segregated account for the Class 3 Additional Escrow Amount as provided in clause (b) of the definition thereof until the aggregate amount funded into such segregated account from the Disputed Cures Escrow Account and/or the Professional Fee Escrow Account equals $4,000,000, and (2) thereafter, (x) if prior to the Effective Date, be released to the Debtors for distribution to the Holders

of Claims in Class 3 pursuant to Article III.B.3.c(i), and (y) if after the Effective Date, be distributed to the Second Lien Term Loan Agent for repayment of the outstanding Second Lien Loans pursuant to the Second Lien Term Loan Credit Agreement.

(ii) To the extent that after the Effective Date the Plan Administrator determines in good faith and on a reasonable basis that substantially all Claims against the Debtors that constitute Assumed Liabilities are no longer outstanding, the remaining Class 3 Initial Escrow Amount and Class 3 Additional Escrow Amount shall be distributed to the Second Lien Term Loan Agent for repayment of the outstanding Second Lien Loans pursuant to the Second Lien Term Loan Credit Agreement.

(iii) To the extent that after the Effective Date the Plan Administrator determines in good faith and on a reasonable basis that substantially all of the taxes for which the Tax Escrow Amount was held in escrow are no longer outstanding or otherwise satisfied in full, the remaining Tax Escrow Amount shall be distributed to the Second Lien Term Loan Agent for repayment of the outstanding Second Lien Loans pursuant to the Second Lien Term Loan Credit Agreement.

(iv) To the extent that after the Effective Date the Plan Administrator determines in good faith and on a reasonable basis that substantially all of the claims and expenses for which the Exit Cost Amount was held in escrow are no longer outstanding or otherwise satisfied in full, the remaining Exit Cost Amount shall be distributed to the Second Lien Term Loan Agent for repayment of the outstanding Second Lien Loans pursuant to the Second Lien Term Loan Credit Agreement.

4. *Class 4 — General Unsecured Claims, Convertible Unsecured Notes Claims, and Tranche B-2 Term Loan Deficiency Claims*

a. *Classification*: Class 4 consists of General Unsecured Claims, Convertible Unsecured Notes Claims, and Tranche B-2 Term Loan Deficiency Claims.

b. *Allowance*: On the Effective Date (i) General Unsecured Claims shall be Allowed in accordance with the procedures set forth in Article VII of this Plan; (ii) Convertible Unsecured Notes Claims shall be Allowed in the amount of $159,097,000 (and the Ad Hoc Group of Convertible Notes Professional Fees shall be Allowed in an amount equal to the lesser of (x) the actual amount of such fees, (y) in the case of a Restructuring, the sum of $250,000 plus an amount in excess of $250,000 agreed after good faith negotiations between the Committee and the Ad Hoc Group of Convertible Notes, or (z) $1,000,000); and (iii) Tranche B-2 Term Loan Deficiency Claims shall be Allowed in the amount of the Deficiency Amount.

c. *Treatment*:

(i) In the event of a Sale Transaction:

(A) Except to the extent that a Holder of an Allowed General Unsecured Claim or a Holder of a Convertible Unsecured Notes Claim agrees in writing to less favorable treatment, in exchange

for full and final satisfaction, settlement, release, and the discharge of each such Allowed General Unsecured Claim or Convertible Unsecured Notes Claim, each Holder of an Allowed General Unsecured Claim and each Holder of a Convertible Unsecured Notes Claim, shall receive (i) in Cash its Pro Rata Share of that portion of the Class 4/4A Remaining Distribution Amount as is directed for distribution to Holders of Claims in Class 4 pursuant to the Committee Election; *provided, however,* that no Holder of a Convertible Unsecured Notes Claim that is a member of the Ad Hoc Group of Convertible Notes shall receive any cash distribution from the Class 4/4A Distribution Amount and any such right to receive such cash distribution is waived, canceled and of no further force or effect; plus (ii) its Pro Rata Share of the Class 4 Notes Proceeds; and

(B) Holders of Tranche B-2 Term Loan Deficiency Claims shall receive no recovery on account of such claims.

(ii) In the event of a Restructuring,

(A) Except to the extent that a Holder of an Allowed General Unsecured Claim or a Convertible Unsecured Notes Claim agrees in writing to less favorable treatment, in exchange for full and final satisfaction, settlement, release, and the discharge of each such Allowed General Unsecured Claim or Convertible Unsecured Notes Claim, each Holder of Allowed General Unsecured Claim or Convertible Unsecured Notes Claim shall receive its Pro Rata Share of (i) the Class 4 Contingent Rights, and (ii) that portion of the Class 4/4A Remaining Distribution Amount as is directed for distribution to Allowed Claims in Class 4 pursuant to the Committee Election; and

(B) All Tranche B-2 Term Loan Deficiency Claims will be cancelled, released, discharged and extinguished, as the case may be, and will be of no further force or effect, whether surrendered for cancellation or otherwise, and the Holders thereof shall receive no recovery on account of such claims.

(iii) In the event of either a Sale Transaction or a Restructuring:

(A) $250,000 of the Ad Hoc Group of Convertible Notes Professional Fees shall be paid in Cash by the Debtors' estates or the Tranche B-2 Term Lenders on the Effective Date, *provided* that in no circumstance shall additional amounts be funded by the Debtors' estates for the payment of Ad Hoc Group of Convertible Notes Professional Fees, whether in connection with a Sale Transaction or a Restructuring, and the rights of the Ad Hoc Group of Convertible Notes and its professionals to seek payment of any portion of the Ad Hoc Group of Convertible Notes Professional Fees shall be reserved in all circumstances other than with respect to a Sale Transaction or a Restructuring;

(B) the Ad Hoc Group of Convertible Notes Excess Professional Fees, if any, shall be paid in Cash from the Class 4/4A Distribution Amount on or as soon as practicable after the Effective Date;

(C) the Convertible Unsecured Notes Indenture Trustee Fees shall be paid to the Convertible Unsecured Notes Indenture Trustee from the Class 4/4A Distribution Amount on or as soon as reasonably practicable after the Effective Date, *provided* that the Convertible Unsecured Notes Indenture Trustee Fees shall be deducted solely from the Cash distributions to be made on account of the Convertible Unsecured Notes prior to such distributions being made; and

(D) for the avoidance of doubt, the members of the Ad Hoc Group of Convertible Notes shall receive no distributions from the Class 4/4A Remaining Distribution Amount on account of their Convertible Unsecured Notes Claims.

d. *Voting*: Class 4 is Impaired, and Holders of Class 4 Claims are entitled to vote to accept or reject the Plan.

5. *Class 4A — Convenience Class Claims*

a. *Classification*: Class 4A consists of all Convenience Class Claims.

b. *Allowance:* Notwithstanding any provisions of the Plan to the contrary, a Convenience Class Claim will be deemed Allowed, without offset, counterclaim or defense of any kind if it is: (i) set forth in a timely Filed Proof of Claim that is not validly objected to, (ii) listed on the Schedules in a specific dollar amount and not scheduled as unliquidated, contingent, or disputed, or (iii) set forth in a Convenience Class Election Form submitted by the Holder thereof (which may be submitted online at https://cases.primeclerk.com/gnc/) and acknowledged by the Plan Administrator to voluntarily and irrevocably reduce the aggregate amount of such Allowed Claim to $50,000 or less prior to the Convenience Class Election Deadline.

c. *Treatment*: Whether in the event of a Sale Transaction or a Restructuring, except to the extent that a Holder of an Allowed Convenience Class Claim agrees to a less favorable treatment, as soon as practicable following the Effective Date, each Holder of an Allowed Convenience Class Claim shall receive, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for such Allowed Convenience Class Claim, its Pro Rata Share of such amount of Cash from the Class 4/4A Distribution Amount as is allocated to Class 4A pursuant to the Committee Election.

d. *Voting*: Class 4A is Impaired, and Holders of Class 4A Convenience Claims are entitled to vote to accept or reject the Plan.

e. *Notice:* The Debtors' notice of the occurrence of the Effective Date shall set forth the Convenience Class Election Deadline and website for submitting Convenience Class Election Forms.

6. *Class 5 — Subordinated Securities Claims*

   a. *Classification*: Class 5 consists of all Subordinated Securities Claims.

   b. *Treatment*: Whether in the event of a Sale Transaction or a Restructuring, Subordinated Securities Claims shall be discharged, cancelled, and extinguished on the Effective Date. Each Holder of Subordinated Securities Claims shall receive no recovery or distribution on account of such Subordinated Securities Claims.

   c. *Voting*: Class 5 is Impaired, and Holders of Class 5 Subordinated Securities Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 5 Subordinated Securities Claims are not entitled to vote to accept or reject the Plan.

7. *Class 6 — Intercompany Claims*

   a. *Classification*: Class 6 consists of all Intercompany Claims.

   b. *Treatment*: No property will be distributed to the Holders of Allowed Intercompany Claims. Unless otherwise provided for under the Plan, each Intercompany Claim will either be Reinstated or canceled and released at the option of the Debtors and, in the event of a Restructuring, in consultation with the Ad Hoc Group of Crossover Lenders.

   c. *Voting*: Class 6 is either (i) Unimpaired and Holders of Class 6 Intercompany Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or (ii) Impaired and not receiving any distribution under the Plan and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Class 6 Intercompany Claims are not entitled to vote to accept or reject the Plan.

8. *Class 7 — Intercompany Interests*

   a. *Classification*: Class 7 consists of all Intercompany Interests.

   b. *Treatment*: Intercompany Interests shall receive no recovery or distribution and, in the event of a Restructuring, be Reinstated solely to the extent necessary to maintain the Debtors' corporate structure, and in the event of a Sale Transaction that assumes or acquires such Intercompany Interests, be (i) if sold to the Buyer, treated pursuant to the Sale Transaction Documents, or (ii) otherwise, Reinstated solely to the extent necessary to maintain the Debtors' corporate structure.

   c. *Voting*: Class 7 is either (i) Unimpaired and Holders of Class 7 Intercompany Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or (ii) Impaired and not receiving any distribution under the Plan and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, in each case, Holders of Class 7 Intercompany Interests are not entitled to vote to accept or reject the Plan.

9. *Class 8 — Equity Interests*

   a. *Classification*: Class 8 consists of all Equity Interests.

b. *Treatment*: Holders of Equity Interests shall receive no distribution on account of their Equity Interests. On the Effective Date, all Equity Interests will be canceled and extinguished and will be of no further force or effect.

c. *Voting*: Class 8 is Impaired, and Holders of Class 8 Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 8 Equity Interests are not entitled to vote to accept or reject the Plan.

C. [Reserved.]

D. *Acceptance or Rejection of the Plan*

1. Presumed Acceptance of Plan

Claims in Class 1 are Unimpaired under the Plan and, therefore, their Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Claims in Class 1 are not entitled to vote on the Plan and the votes of such Holders shall not be solicited.

2. Voting Classes

Claims in Classes 3, 4 and 4A are Impaired under the Plan and the Holders of Allowed Claims in Classes 3, 4 and 4A are entitled to vote to accept or reject the Plan.

3. Deemed Rejection of the Plan

Claims and Interests in Classes 5 and 8 are Impaired under the Plan and their Holders shall receive no distributions under the Plan on account of their Claims or Interests (as applicable) and are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 5 and 8 are not entitled to vote on the Plan and the votes of such Holders shall not be solicited.

4. Presumed Acceptance of the Plan or Deemed Rejection of the Plan

Holders of Claims and Interests in Classes 6 and 7 are either (a) Unimpaired and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired and shall receive no distributions under the Plan and are, therefore, deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Therefore, Holders of Claims and Interests in Classes 6 and 7 are not entitled to vote on the Plan and votes of such Holders shall not be solicited.

E. *Nonconsensual Confirmation*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

F. *Subordinated Claims*

The allowance, classification, and treatment of all Allowed Claims and Interests, and the respective distributions and treatments under the Plan, shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, except where otherwise provided herein, the Reorganized Debtors, reserve the right to re-classify any Allowed

Claim or Interest in accordance with any contractual, legal, or equitable subordination rights relating thereto.

G. Elimination of Vacant Classes

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

H. Intercompany Interests and Intercompany Claims

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests and Intercompany Claims are not being received by Holders of such Intercompany Interests or Intercompany Interests on account of their Intercompany Interests or Intercompany Claims but for the purposes of administrative convenience and due to the importance of maintaining the corporate structure given the various foreign affiliate-subsidiaries of the Debtors, for the ultimate benefit of the Holders of New Common Equity, to preserve ordinary course intercompany operations and in exchange for the Debtors' and Reorganized Debtors' agreement under the Plan to make certain distributions to the Holders of Allowed Claims.

Article IV.

MEANS FOR IMPLEMENTATION OF THE PLAN[2]

A. General Settlement of Claims and Interests

In consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action and controversies resolved pursuant to the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, Causes of Action and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates and Holders of Claims and Interests is fair, equitable and is within the range of reasonableness. Distributions made to Holders of Allowed Claims are intended to be indefeasible.

B. Restructuring Transactions

1. Restructuring Transactions Generally

In the event of a Restructuring, on the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors may, consistent with the terms of the Restructuring Support Agreement, take all actions as may be necessary or appropriate to effect the Restructuring (including any transaction described in, approved by, contemplated by or necessary to effectuate the Plan), and as set forth in the Restructuring Transactions Memorandum, including: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (b) the filing of appropriate certificates of incorporation, merger, migration, consolidation, or other organizational documents with the appropriate

[2] Unless otherwise specified, the provisions set forth in this Article shall apply in the event of a Restructuring or a Sale Transaction.

governmental authorities pursuant to applicable law; and (c) all other actions that the Reorganized Debtors determine are necessary or appropriate.

In the event of either a Restructuring or a Sale Transaction, the Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

2. New Debt

In the event of a Restructuring, on the Effective Date, the Reorganized Debtors specified in the New Debt Documentation will incur the New Debt as provided in the New Debt Documentation.

3. New Common Equity

In the event of a Restructuring, on the Effective Date, Reorganized GNC Holdings shall issue the New Common Equity to Holders of Allowed Claims as provided in the Plan.

C. Sale Transaction

In the event of a Sale Transaction and upon entry of the Sale Order, the Debtors shall be authorized to consummate the applicable Sale Transaction to the applicable Buyer pursuant to the terms of the applicable Sale Transaction Documents, the Plan, and the Confirmation Order. The Sale Transaction Proceeds, the Exit Cost Amount, the Wind-Down Amount, any reserves required pursuant to the Sale Transaction Documents, the Debtors' rights under the Sale Transaction Documents, payments made directly by the Buyer on account of any Assumed Liabilities under the Sale Transaction Documents, payments of Cure Costs made by the Buyer pursuant to sections 365 or 1123 of the Bankruptcy Code, and/or all Causes of Action not previously settled, released, or exculpated under the Plan, if any, shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims and subject to the terms provided herein. Effective as of the closing of the Sale Transaction, the Debtors, the Reorganized Debtors, and the Plan Administrator shall have no obligation or liability on account of any Assumed Liabilities and no Assumed Liabilities shall be paid from the Wind Down Amount, the Class 4/4A Distribution Amount, or any proceeds of the Class 4 Notes. Unless otherwise agreed in writing by the Debtors and the Buyer, distributions required by this Plan or the Sale Transaction Documents on account of any Assumed Liabilities shall be the sole obligation of, and shall be paid solely by, the Buyer. Notwithstanding anything to the contrary herein, following the closing of the Sale Transaction, the Buyer shall have standing to object and defend any Claim asserted directly or indirectly against the Selling Entities related to Assumed Liabilities and the Buyer shall have standing to directly or indirectly assert all of the Selling Entities' rights, defenses, and counterclaims with respect to such asserted Claim.

D. Corporate Existence

In the event of a Restructuring, except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended by the Plan, by the Debtors, or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval.

E. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan (including in Article III.C) or any agreement, instrument, or other document incorporated herein, including the Restructuring Transactions Memorandum and New Debt Documentation, and except to the extent sold pursuant to the Sale Transaction Documents, on the Effective Date, all property of each Estate, including all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances; *provided* that, in accordance with Article IV.R, on the Effective Date, the Debtors and the Reorganized Debtors shall forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have had under section 547 of the Bankruptcy Code and analogous non-bankruptcy law. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, including for the avoidance of doubt any restrictions on the use, acquisition, sale, lease, or disposal of property under section 363 of the Bankruptcy Code.

F. Indemnification Provisions in Organizational Documents

In the event of a Restructuring, as of the Effective Date, each Reorganized Debtor's bylaws and other New Organizational Documents shall, to the fullest extent permitted by applicable law, provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to, current and former managers, directors, officers, equity holders, members, employees, accountants, investment bankers, attorneys, other professionals, or agents of the Debtors and such current and former managers', directors', officers', equity holders', members', employees', accountants', investment bankers', attorneys', other professionals' and agents' respective Affiliates at least to the same extent as set forth in the Indemnification Provisions, against any claims or causes of action whether direct or derivative, liquidated or unliquidated, fixed, or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted. None of the Reorganized Debtors shall amend and/or restate its certificate of incorporation, bylaws, or similar organizational document after the Effective Date to terminate or adversely affect (1) any of the Indemnification Provisions or (2) the rights of such current and former managers, directors, officers, equity holders, members, employees, or agents of the Debtors and such current and former managers', directors', officers', equity holders', members', employees', and agents' respective Affiliates referred to in the immediately preceding sentence.

G. Cancellation of Agreements and Equity Interests

Except as otherwise provided for in the Plan, on the later of the Effective Date and the date on which the relevant distributions are made pursuant to Article VI: (a) (i) the obligations of the Debtors under the DIP Credit Agreements, the ABL FILO Credit Agreement, the Tranche B-2 Term Loan Credit Agreement, the Convertible Unsecured Notes Indenture, and any other note, bond, indenture, or other instrument or document directly or indirectly evidencing or creating any indebtedness of the Debtors, (ii) any certificate, equity security, share, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating an ownership interest in the Debtors (except, in each case, such certificates, notes or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the Debtors that are Reinstated pursuant to the Plan), shall be cancelled solely as to the Debtors and their Affiliates, and the Reorganized Debtors and their Affiliates shall not have any continuing obligations thereunder; and (b) the obligations of the Debtors and their Affiliates pursuant, relating or pertaining to any agreements, indentures, certificates of designation, bylaws or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, or other instruments or documents evidencing or creating any indebtedness or obligation of

or ownership interest in the Debtors (except such agreements, certificates, notes or other instruments evidencing indebtedness or obligation of or ownership interest in the Debtors that are specifically reinstated or entered into pursuant to the Plan) shall be released and discharged; *except that*:

1. the DIP Facilities shall continue in effect solely for the purpose of: (a) allowing the DIP Agents to receive distributions from the Debtors under the Plan and to make further distributions to the Holders of the DIP Facilities Claims on account of such Claims, as set forth in Article VI of the Plan; (b) preserving the DIP Agents and the DIP Lenders' right to all amounts due under the DIP Credit Agreements and DIP Orders; and (c) preserving the DIP Agents' and the DIP Lenders' right to indemnification from the Debtors pursuant and subject to the terms of the DIP Facilities;

2. the ABL FILO Credit Agreement shall continue in effect solely for the purpose of: (a) allowing the ABL FILO Agent to receive distributions from the Debtors under the Plan and to make further distributions to the Holders of the ABL FILO Term Loan Claims on account of such Claims, as set forth in Article VI of the Plan; (b) preserving the ABL FILO Agent and the Holders of ABL FILO Term Loan Claims' right to all amounts due under the ABL FILO Credit Agreement; and (c) preserving the ABL FILO Agent's and the Holders of ABL FILO Term Loan Claims' right to indemnification from the Debtors pursuant and subject to the terms of the ABL FILO Term Loan;

3. the Tranche B-2 Term Loan Credit Agreement shall continue in effect solely for the purpose of: (a) allowing the Tranche B-2 Term Loan Administrative Agent to receive distributions from the Debtors under the Plan and to make further distributions to the Holders of the Tranche B-2 Term Loan Claims on account of such Claims, as set forth in Article VI of the Plan; (b) preserving the Tranche B-2 Term Loan Agents and the Tranche B-2 Term Lenders' right to all amounts due under the Tranche B-2 Term Loan Credit Agreement; and (c) preserving the Tranche B-2 Term Loan Agents' and the Tranche B-2 Term Lenders' right to indemnification from the Debtors pursuant and subject to the terms of the Tranche B-2 Term Loan; and

4. the Convertible Unsecured Notes Indenture shall continue in effect solely for the purpose of: (a) preserving the Convertible Unsecured Notes Indenture Trustee's right to payment, if any, of their fees and expenses, including the right to exercise its charging lien against any distributions to be made to beneficial holders of Allowed Convertible Unsecured Notes Claims prior to such distribution, to the extent the Convertible Unsecured Notes Indenture Trustee's fees and expenses are not paid from any other source; and (b) preserving the right, if any, of the Unsecured Notes Indenture Trustee to indemnification from the Debtors pursuant and subject to the terms of the Convertible Unsecured Notes Indenture;

H. Sources for Plan Distributions and Transfers of Funds Among Debtors

In the event of a Restructuring, the Debtors shall fund Cash distributions under the Plan with: (1) Cash on hand, including Cash from operations and the proceeds of the DIP Facilities, and (2) the proceeds of the New Debt. Cash payments to be made pursuant to the Plan will be made by the Reorganized Debtors or the Distribution Agent in accordance with Article VI. Subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Debt Documentation and the New Organizational Documents), the Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to satisfy their obligations

under the Plan. Except as set forth herein, any changes in intercompany account balances resulting from such transfers will be accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of the Plan.

In the event of a Restructuring, from and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Debt Documentation and the New Organizational Documents), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors of the applicable Reorganized Debtors deem appropriate; *provided* that the Class 4 Contingent Rights will provide that the consent of the Holders of a majority of the Class 4 Contingent Rights will be required for any action taken by the Reorganized Debtors with the primary purpose of materially and adversely affecting the rights of the Class 4 Contingent Rights.

In the event of a Sale Transaction, the Debtors shall fund distributions under the Plan from Cash on hand (if any) and the Sale Transaction Proceeds in accordance with the terms of the Sale Transaction Documents, the Plan, the Settlement Order and the Confirmation Order. The Class 3 Initial Escrow Amount, the amount provided in clause (a) of the Class 3 Additional Escrow Amount, and the Tax Escrow Amount shall be funded, as applicable, from the Cash portion of the Sale Transaction Proceeds otherwise payable to Holders of Claims in Class 3 in accordance with the terms hereof. The Disputed Cures Escrow Account and the Professional Fees Escrow Account shall be funded from the Sale Transaction Proceeds as set forth herein.

The Debtors (or the Plan Administrator, if after the Effective Date, as the case may be) shall use the 2019 Tax Refund, if any, first to pay and discharge the Specified Liability set forth in Item 2 of Appendix B of the Fifth Amendment to the Stalking Horse Agreement [Docket No. 1337] on behalf of the Buyer, and then only to the extent that (a) the Specified Liability set forth in Item 2 of Appendix B of the Fifth Amendment to the Stalking Horse Agreement [Docket No. 1337] is satisfied in full and (b) after satisfying such Specified Liability, there is any excess amount of the 2019 Tax Refund in the segregated account, such excess amount of the 2019 Tax Refund shall be used to pay and discharge the Specified Liability set forth in Item 3 of Appendix B of the Fifth Amendment to the Stalking Horse Agreement [Docket No. 1337]. The Debtors (or the Plan Administrator, if after the Effective Date, as the case may be) shall promptly transfer any funds remaining after payment in full of the Specified Liabilities referenced in the immediately preceding sentence to the Buyer, and such transferred funds shall be deemed to be Purchased Cash (as defined in the Stalking Horse Agreement). Notwithstanding anything to the contrary herein, the Plan Administrator is empowered and authorized to make distributions from the Class 3 Initial Escrow Amount, Class 3 Additional Escrow Amount, Wind-Down Amount, Exit Cost Amount and/or Tax Escrow Amount, to the Tranche B-2 Term Loan Administrative Agent for Pro Rata distribution to Holders of Claims in Class 3 to the extent that the Plan Administrator determines that each such amount (as applicable) exceeds what is needed to cover the potential claims, expenses, and/or costs that such amount secures.

I. New Debt, Approval of New Debt Documentation

In the event of a Restructuring, Confirmation of the Plan shall be deemed to constitute approval by the Bankruptcy Court of the New Debt and the New Debt Documentation (including all transactions contemplated thereby, such as any supplementation or additional syndication of the New Debt, and all actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities and expenses provided for therein) and, subject to the occurrence of the Effective Date, authorization for the applicable Reorganized Debtors to enter into and perform their obligations under the New Debt Documentation and such other documents as may be reasonably required or appropriate, subject to the Definitive Document Consent Rights.

In the event of a Restructuring, on the Effective Date, the New Debt Documentation shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the New Debt Documentation are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted under the New Debt Documentation (1) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted in accordance with the terms of the New Debt Documentation, (2) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New Debt Documentation, and (3) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Entities granted such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

J. Reorganized Debtors' Ownership In the Event of a Restructuring

1. New Common Equity

On the Effective Date, Reorganized GNC Holdings shall issue or reserve for issuance all of the New Common Equity in accordance with the terms of the Plan and as set forth in the Restructuring Transactions Memorandum. The issuance of the New Common Equity by Reorganized GNC Holdings for distribution pursuant to the Plan is authorized without the need for further corporate action and all of the shares of New Common Equity issued or issuable pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable.

The New Common Equity will not be registered nor listed on any securities exchange as of the Effective Date and will not be made eligible for book-entry clearance on, or otherwise issued through, DTC.

2. Management Incentive Plan

In the event of a Restructuring, on the Effective Date, the New Board will adopt, the Management Incentive Plan, and as soon as practicable thereafter, but in no event later than the date set forth in the Plan Supplement, shall make grants thereunder.

K. Exemption from Registration Requirements

In the event of a Restructuring, the offering, issuance, and distribution of any Securities, including the New Common Equity in exchange for Claims pursuant to Article III of the Plan shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code. Except as otherwise provided in the Plan or the governing certificates or instruments, any and all such New Common Equity so issued under the Plan will be freely tradable under the Securities Act by the recipients thereof, subject to: (1) the provisions of section 1145(b)(1) of the

Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments; (2) the restrictions, if any, on the transferability of such Securities and instruments included in the New Organizational Documents; and (3) any other applicable regulatory approval.

Should the Reorganized Debtors elect on or after the Effective Date to reflect any ownership of the New Common Equity through the facilities of the DTC, the Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Common Equity under applicable securities laws.

Notwithstanding anything to the contrary in the Plan, no Entity (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the New Common Equity is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. DTC shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Common Equity is exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

L. Organizational Documents

In the event of a Restructuring, subject to Articles IV.E and IV.F of the Plan, the Reorganized Debtors shall enter into such agreements and amend their corporate governance documents to the extent necessary to implement the terms and provisions of the Plan, which shall (1) contain terms consistent with the Plan Supplement, subject to the Definitive Document Consent Rights, (2) authorize the issuance, distribution, and reservation of the New Common Equity to the Entities entitled to receive such issuances, distributions and reservations, as applicable under the Plan, and (3) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, and limited as necessary to facilitate compliance with non-bankruptcy federal laws, prohibit the issuance of non-voting equity securities. The members of the New Board shall be identified in the Plan Supplement. Without limiting the generality of the foregoing, as of the Effective Date, the Reorganized Debtors shall be governed by the applicable New Organizational Documents. From and after the Effective Date, the organizational documents of each of the Reorganized Debtors will comply with section 1123(a)(6) of the Bankruptcy Code, as applicable.

In the event of a Restructuring, on or immediately before the Effective Date, each Reorganized Debtor will file its New Organizational Documents with the applicable Secretary of State and/or other applicable authorities in its state of incorporation or formation in accordance with the applicable laws of its state of incorporation or formation, to the extent required for such New Organizational Documents to become effective. After the Effective Date, the Reorganized Debtors may amend and restate the formation, incorporation, organizational, and constituent documents, as applicable, as permitted by the laws of its jurisdiction of formation or incorporation, as applicable, and the terms of such documents.

M. New Stockholders Agreement

In the event of a Restructuring, on the Effective Date, Reorganized GNC Holdings shall enter into and deliver the New Stockholders Agreement, in substantially the form included in the Plan Supplement, to each Holder of New Common Equity, and such parties shall be deemed to, without further notice or action, to have agreed to be bound thereby as if an original party thereto as a "Stockholder," in each case without the need for execution by any party thereto other than Reorganized GNC Holdings.

N. Exemption from Certain Transfer Taxes and Recording Fees

In the event of a Restructuring, to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan (including, if applicable, the Sale Transaction) or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtors or the Reorganized Debtors; (2) the creation, modification, consolidation, or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; or (4) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any U.S. federal, state or local document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and the appropriate U.S. state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

O. Other Tax Matters

In the event of a Restructuring, from and after the Effective Date, the Reorganized Debtors, including Reorganized GNC Holdings, shall be authorized to make and to instruct any of their wholly-owned subsidiaries to make any elections available to them under applicable law with respect to the tax treatment of the Restructuring Transactions as specified in the Restructuring Transactions Memorandum.

P. Directors and Officers of the Reorganized Debtors In the Event of a Restructuring

1. The New Board

As of the Effective Date, the terms of the current members of the board of directors of GNC Holdings shall expire and, without further order of the Bankruptcy Court or other corporate action by the Debtors or the Reorganized Debtors, the New Board shall be approved. The New Board or managers (as applicable) and the officers of the Reorganized Debtors shall be appointed in accordance with the respective New Organizational Documents. The officers and overall management structure of Reorganized Debtors, and all officers and management decisions with respect to Reorganized Debtors (and/or any of its direct or indirect subsidiaries), compensation arrangements, and affiliate transactions shall be subject to the required approvals and consents set forth in the New Organizational Documents.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors will, to the extent reasonably practicable, disclose in advance of Confirmation the number of members on the New Board and the identity and affiliations of any person proposed to serve on the New Board.

From and after the Effective Date, each director, officer, or manager of the Reorganized Debtors shall be appointed and serve pursuant to the terms of its respective charters and bylaws or other formation and constituent documents, and the New Organizational Documents, and applicable laws of the respective Reorganized Debtor's jurisdiction of formation. To the extent that any such director or officer of the Reorganized Debtors is an "insider" pursuant to section 101(31) of the Bankruptcy Code, the Debtors will disclose the nature of any compensation to be paid to such director or officer.

2. Senior Management

The existing officers of the Debtors as of the Effective Date shall remain in their current capacities as officers of the Reorganized Debtors, subject to the ordinary rights and powers of the New Board to

remove or replace them in accordance with the New Organizational Documents and any applicable employment agreements that are assumed pursuant to the Plan.

Q. Directors and Officers Insurance Policies

Notwithstanding anything to the contrary in Article V.A of the Plan, to the extent the Debtors' D&O Liability Insurance Policies have not already been assumed and assigned pursuant to the Sale Order or Sale Transaction Documents, in the event of either a Restructuring or a Sale Transaction (i) on the Effective Date the Reorganized Debtors shall be deemed to have assumed all of the Debtors' D&O Liability Insurance Policies (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date pursuant to sections 105 and 365(a) of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court; (ii) confirmation of the Plan shall not discharge, impair, or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan as to which no Proof of Claim need be filed; (iii) the Debtors and, after the Effective Date, the Reorganized Debtors shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors or Reorganized Debtors, as applicable, may deem necessary on terms and at an expense reasonably acceptable to the Consenting Creditors; and (iv) for the avoidance of doubt, entry of the Confirmation Order will constitute the Bankruptcy Court's approval of the Reorganized Debtors' foregoing assumption of each of the unexpired D&O Liability Insurance Policies.

In addition, in the event of a Restructuring or a Sale Transaction, on or after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any D&O Liability Insurance Policies (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or prior to the Effective Date, with respect to conduct occurring prior thereto, and all current and former directors, officers, and managers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled to the full benefits of any such policies for the full term of such policies regardless of whether such current and former directors, officers, and managers remain in such positions after the Effective Date, all in accordance with the terms and conditions of the D&O Liability Insurance Policies, which shall not be altered.

For the avoidance of doubt, in the event of a Restructuring or a Sale Transaction, on and after the Effective Date, each of the Reorganized Debtors shall be authorized to purchase a directors' and officers' liability insurance policy for the benefit of their respective directors, members, trustees, officers, and managers in the ordinary course of business.

R. Preservation of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject to the releases set forth in this section and in Article IX below, and to the extent not transferred to the Buyer pursuant to the Sale Transaction, all Causes of Action that a Debtor may hold against any Entity shall vest in the applicable Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any specific Cause of Action as any indication that the Debtors or Reorganized Debtors will not pursue any and all available Causes of Action. The Debtors and Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan,** and, therefore, no preclusion doctrine, including the doctrines of *res*

judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to any Cause of Action upon, after, or as a consequence of the Confirmation or the occurrence of the Effective Date.

Notwithstanding any provision in the Plan or any order entered in these Chapter 11 Cases, as of the Effective Date, the Debtors and Reorganized Debtors forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have against any Released Party.

Notwithstanding any provision in the Plan or any order entered in these Chapter 11 Cases, as of the Effective Date, the Debtors and Reorganized Debtors forever waive, relinquish, and release any and all Causes of Action the Debtors and their Estates had, have, or may have, against any Entity (irrespective of whether such Entity is a Released Party), that arise under section 547 of the Bankruptcy Code or analogous non-bankruptcy law.

S. Corporate Action

In the event of a Restructuring, subject to the Restructuring Support Agreement, upon the Effective Date, all actions contemplated by the Plan and the Plan Supplement shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers, or officers of the Debtors, the Reorganized Debtors, or any other Entity, including: (1) rejection or assumption, as applicable, of Executory Contracts and Unexpired Leases; (2) selection of the directors, managers, and officers for the Reorganized Debtors; (3) the execution of the New Debt Documentation, and the New Organizational Documents; (4) the issuance and distribution of the New Common Equity; (5) implementation of the Restructuring Transactions; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the company structure of the Debtors, and any company action required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors.

In the event of a Restructuring, on or prior to the Effective Date, the appropriate officers, directors, managers, or authorized persons of the Debtors, (including any president, vice-president, chief executive officer, treasurer, general counsel, or chief financial officer thereof) shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the applicable Debtors or applicable Reorganized Debtors including (x) the New Debt Documentation and the New Organizational Documents, and (y) any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.S shall be effective notwithstanding any requirements under non-bankruptcy law.

T. Effectuating Documents; Further Transactions

In the event of a Restructuring, prior to, on, and after the Effective Date, the Debtors and Reorganized Debtors and the directors, managers, officers, authorized persons, and members of the boards of directors or managers and directors thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, notes, instruments, certificates, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions of the Plan, the New Debt Documentation, the New Organizational Documents, and any Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized

Debtors, without the need for any approvals, authorizations, actions, or consents except for those expressly required pursuant to the Plan or the Restructuring Support Agreement.

U. Corporate Structuring Transactions

Notwithstanding anything to the contrary in the Plan, the Debtors (with the consent of the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members) or the Reorganized Debtors (with the consent of the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members), as applicable, may structure the Restructuring Transactions (a) in a tax-efficient manner designed to preserve the Debtors' favorable tax attributes for the benefit of the Reorganized Debtors and the holders of the New Common Equity following the consummation of the Restructuring Transaction and (b) to enable the Company or its successor to emerge on the Effective Date in the organizational form, and with the tax structure and tax elections, requested or consented to by the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members. Without limiting the foregoing, and subject to the prior consent of or at the express direction of the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members, such tax related structuring may be effectuated through one or more of the following means (or such other means requested or consented to by the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members) to be set forth more fully in the Plan Supplement: (x) on or prior to the Effective Date, the Debtors or the Reorganized Debtors may effectuate internal corporate reorganizations (i) to preserve and/or house in a holding entity the Debtors' favorable tax attributes, including, without limitation, the Debtors' net operating losses, (ii) to contribute certain of the Debtors' assets to one or more subsidiaries; (iii) to convert into, transfer its assets to or cause the equity interests in it to be transferred to, in each case, a limited liability company or a limited partnership, and/or (iv) as a result of which the holders of Tranche B-2 Term Loan Claims will hold a portion of their equity interests in the reorganized Company through a corporation (the "Corporation") and another portion of such equity interests through a limited liability company or a limited partnership; (y) on or prior to the Agreement Effective Date, the Consenting Term Lenders may sell or assign their Tranche B-2 Term Loan Claims (or the rights to receive the New Common Equity that such holders would receive under the Plan on account of such of Tranche B-2 Term Loan Claims) to third-party investors, subject to the terms of the Restructuring Support Agreement; and (z) the Debtors or Reorganized Debtors may issue new preferred equity or common equity to third-party investors.

V. Company Status Upon Emergence

In the event of a Restructuring, following the Effective Date and subject to the terms and conditions of the New Organizational Documents, the New Board will direct the Reorganized Debtors' determination regarding a public listing, if any, of the New Common Equity in accordance with the New Organizational Documents.

W. Wind-Down

In the event of a Sale Transaction, on and after the Effective Date, in accordance with the Wind-Down Budget, the Reorganized Debtors shall (1) continue in existence for purposes of (a) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible, (b) resolving Disputed Claims as provided hereunder, (c) paying Allowed Claims not assumed by the Buyer as provided hereunder, (d) filing appropriate tax returns, (e) complying with their continuing obligations under the Sale Transaction Documents (including with respect to the transfer of permits to the Buyer as contemplated therein), and (f) administering the Plan in an efficacious manner; and (2) thereafter liquidate as set forth in the Plan. The Plan Administrator shall carry out these actions for the Reorganized Debtors; *provided* that any tax liability of the Debtors or Reorganized Debtors shall be paid in accordance with the Stalking Horse Agreement, and the Plan Administrator shall have no obligation to pay any tax liability of the Debtors or Reorganized Debtors except from the Tax Escrow Amount, or the 2019 Tax Refund, as the case may be and as set forth

in Article IV.H. hereof, nor shall any such obligation be paid from the Wind-Down Amount, the Class 4/4A Distribution Amount, or any proceeds of the Class 4 Notes.

X. Wind-Down Amount.

In the event of a Sale Transaction, on the Effective Date, the Debtors shall retain proceeds from the Sale Transaction Proceeds, or, if applicable, Cash that is not acquired by the Buyer, in an amount equal to the Wind-Down Amount in accordance with the terms of the Wind-Down Budget. Any remaining amounts in the Wind-Down Amount following all required distributions therefrom in accordance with the terms of the Wind-Down Budget shall promptly be distributed to the Second Lien Term Loan Agent for repayment of the outstanding Second Lien Loans pursuant to the Second Lien Term Loan Credit Agreement.

Y. Plan Administrator.

In the event of a Sale Transaction, on and after the Effective Date, the Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers and officers of the Debtors shall be deemed to have terminated and such persons shall be deemed to have resigned, and the Plan Administrator shall (a) be deemed to be the sole shareholder of Reorganized GNC Holdings and (b) be appointed as the sole manager and sole officer of each of the Debtors (except to the extent a natural person must serve in such capacity, in which instance a representative of the Plan Administrator shall be appointed and shall exercise the authority of the Plan Administrator in such capacity) and shall succeed to the powers of the Debtors' managers, directors, and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtors. The Plan Administrator shall use commercially reasonable efforts to operate in a manner consistent with the Wind-Down Budget. The Plan Administrator shall carry out any necessary functions required of the Debtors or the Reorganized Debtors by the Sale Transaction Documents.

The Reorganized Debtors shall indemnify and hold harmless (i) the Plan Administrator (in its capacity as such and as officer, director, and/or manager of the Debtors and as sole shareholder of Reorganized GNC Holdings, and including any natural person serving as a representative of the Plan Administrator in any of the foregoing capacities), and (ii) Professionals retained by the Reorganized Debtors (collectively, the "Indemnified Parties"), from and against and with respect to any and all liabilities, losses, damages, claims, costs, and expenses, including but not limited to costs and expenses of investigating, analyzing and responding to claims, and attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, other than acts or omissions resulting from such Indemnified Party's gross negligence, fraud, or willful misconduct, with respect to the Reorganized Debtors or the implementation or administration of this Plan or the Plan Administrator Agreement. To the extent an Indemnified Party asserts a claim for indemnification as provided above, the legal fees and related costs incurred by counsel to the such Indemnified Party in monitoring and participating in the defense of such claims giving rise to the asserted right of indemnification shall be advanced to such Indemnified Party (and such Indemnified Party undertakes to repay such amounts if it ultimately shall be determined through a Final Order that such Indemnified Party is not entitled to be indemnified therefor). The indemnification provisions of this Plan and the Plan Administrator Agreement shall remain available to and be binding upon any former Plan Administrator or the estate of any decedent Plan Administrator (including any natural person that serves or has served as a representative of a current, former, or, decedent Plan Administrator in its capacity as officer, director, manager, and/or sole shareholder of the Reorganized Debtors) and shall survive the termination of the Plan Administrator Agreement.

Z. Dissolution of the Boards of the Debtors.

In the event of a Sale Transaction, as of the Effective Date, the Plan Administrator shall act as the sole officer, director, and manager, as applicable, of the Debtors with respect to their affairs and shall be the sole shareholder of Reorganized GNC Holdings. Subject in all respects to the terms of this Plan, the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve any of the Debtors, and shall (a) file a certificate of dissolution for any of the Debtors, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of the applicable state(s) of formation; and (b) complete and file all final or otherwise required federal, state, and local tax returns and shall pay taxes required to be paid for any of the Debtors. Pursuant to section 505(b) of the Bankruptcy Code, the Plan Administrator, on behalf of the Reorganized Debtors, shall have the power to request an expedited determination of any unpaid tax liability of any of the Debtors, their Estates, or the Reorganized Debtors for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws.

The filing by the Plan Administrator of any of the Debtors' certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, board of directors, or board of managers of any of the Debtors or any of their affiliates.

AA. Closing the Chapter 11 Cases.

In the event of a Sale Transaction, when all Disputed Claims have become Allowed or disallowed and all remaining Cash has been distributed in accordance with the Plan, the Plan Administrator shall seek authority from the Bankruptcy Court to close any remaining Chapter 11 Cases of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules.

BB. Class 4 Contingent Rights.

In the event of a Restructuring, the Class 4 Contingent Rights will be issued in accordance with the terms hereof to Holders of Class 4 Claims on the Effective Date, or as promptly as practicable thereafter. The Class 4 Contingent Rights will be uncertificated, and each holder of Class 4 Contingent Rights shall take and hold its uncertificated interest therein subject to all of the terms and provisions of the Plan and the Confirmation Order. The Class 4 Contingent Rights shall not be transferable. Distributions of Class 4 Contingent Rights will be effectuated by the entry of the names of the holders and their respective interests in the Class 4 Contingent Rights in the books and records of the Reorganized Debtors, through the issuance of non-transferrable escrow CUSIPs to reserve the entitlements in respect of Class 4 Claims held through DTC, or a combination of the foregoing at the option of the Reorganized Debtors.

CC. Class 4 Notes

In the event of a Sale Transaction, the Class 4 Notes will be issued in accordance with the terms thereof to the Plan Administrator for the benefit of Holders of Allowed Class 4 Claims, subject to the terms of this Plan.

Article V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; EMPLOYEE BENEFITS; AND INSURANCE POLICIES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

In the event a Sale Transaction is consummated, on the Effective Date, any Executory Contract or Unexpired Lease will be deemed rejected if such Executory Contract or Unexpired Lease (i) is not assumed and assigned pursuant to the Sale Transaction Documents, (ii) has not previously been rejected by order of the Bankruptcy Court; (iii) is not identified in the Plan Supplement as a contract or lease to be assumed; (iv) is not expressly assumed pursuant to the terms of this Plan; (v) has not expired or terminated by its own terms on or prior to the Effective Date; or (vi) has not been assumed or is not the subject of a motion to assume on the Confirmation Date.

In the event no Sale Transaction is consummated, on the Effective Date, except as otherwise provided herein, each of the Executory Contracts and Unexpired Leases not previously assumed, or assumed and assigned as applicable in accordance with the Plan or rejected pursuant to an order of the Bankruptcy Court will be deemed assumed as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code *except* any Executory Contract or Unexpired Lease (1) identified on the Rejected Executory Contract/Unexpired Lease List (which shall initially be filed with the Bankruptcy Court on the Plan Supplement Filing Date) as a contract or lease to be rejected, (2) that is the subject of a separate motion or notice to reject pending as of the Confirmation Date, or (3) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code).

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions or rejections of the Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code and effective on the occurrence of the Effective Date. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party (including the Buyer in the event of a Sale Transaction) on or prior to the Effective Date, shall re-vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court. To the maximum extent permitted by law, assumption of any Executory Contract or Unexpired Lease and/or consummation of any other Restructuring Transaction under the Plan shall not constitute a breach or default as the result of any provision in any Executory Contract or Unexpired Lease that restricts or prevents, or purports to restrict or prevent, or would otherwise be breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision). For the avoidance of doubt, consummation of the Restructuring Transactions shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Notwithstanding anything to the contrary in the Plan, the Debtors or Reorganized Debtors, as applicable, subject to the Definitive Document Consent Rights, reserve the right to amend or supplement the Rejected Executory Contract/Unexpired Lease List in their discretion prior to the Confirmation Date (or such later date as may be permitted by Article V.B or Article V.E below), *provided* that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have no less than seven (7) days to object thereto on any grounds.

Notwithstanding anything to the contrary herein, in the event of a Sale Transaction, the terms of the Sale Transaction Documents, the Sale Order and any other related orders of the Bankruptcy Court, to the extent inconsistent with the terms of this Plan, shall govern the assumption of Executory Contracts and Unexpired Leases; provided, that if the Sale Transaction Documents, the Sale Order and any other related orders of the Bankruptcy Court do not provide for the assumption of an Executory Contract, the terms of the Plan will govern the assumption or rejection of such Executory Contract.

B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Cost in Cash on the Effective Date or as soon as reasonably practicable, subject to the limitation described below, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. No later than the Plan Supplement Filing Date, to the extent not previously filed with the Bankruptcy Court and served on affected counterparties, the Debtors shall provide notices of the proposed assumption and proposed Cure Costs to be sent to applicable counterparties (including via e-mail to such counterparties and their respective counsel to the extent known), together with procedures for objecting thereto and for resolution of disputes by the Bankruptcy Court. Any objection by a contract or lease counterparty to a proposed assumption or related Cure Cost must be filed, served, and actually received by the Debtors by the date on which objections to Confirmation are due (or such other date as may be provided in the applicable assumption notice).

Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption and Cure Cost. Any timely objection to a proposed assumption or Cure Cost will be scheduled to be heard by the Bankruptcy Court at the Reorganized Debtors' first scheduled omnibus hearing after the date that is 10 days after the date on which such objection is filed. In the event of a dispute regarding (1) the amount of any Cure Cost, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365(b) of the Bankruptcy Code under any Executory Contract or the Unexpired Lease, and/or (3) any other matter pertaining to assumption and/or assignment, then such dispute shall be resolved by a Final Order; *provided* that the Debtors or Reorganized Debtors may settle any such dispute and shall pay any agreed upon Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court; *provided, further,* that notwithstanding anything to the contrary herein, the Reorganized Debtors reserve the right to not assume any Executory Contract or Unexpired Lease previously designated for assumption within 10 days after the entry of a Final Order resolving a material objection to the assumption or to the proposed Cure Cost, at which time such Executory Contract or Unexpired Lease will be deemed to have been rejected as of the Confirmation Date and the Reorganized Debtors shall remain responsible for obligations incurred prior to the date notice of non-assumption is given (or, in the case of nonresidential real property leases, Surrendered Possession). If a franchisee cannot provide adequate assurance of future performance satisfactory to its applicable landlord, the Buyer has the option to (i) take an assignment of the applicable primary lease and the franchise agreement, or (ii) reject the primary lease, the sublease and the corresponding franchise agreement; provided that (x) notice of the Buyer's decision shall be filed with the Bankruptcy Court prior to or on the earlier of the closing of the Sale Transaction or Confirmation, and (y) assumption or rejection such Executory Contract or Unexpired Lease shall then be effective as of the date of such notice.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise together with the payment of all related Cure Costs shall result in the full satisfaction and cure of any Claims and defaults, whether monetary or nonmonetary, that are required to be cured pursuant to section 365 of the Bankruptcy Code under any assumed Executory Contract or Unexpired Lease arising at any time prior to the effective date of assumption, and the assumption of any Executory Contract or Unexpired Lease shall not be considered a breach of any provision of such Executory Contract or Unexpired Lease that restricts or prevents, or purports to restrict or prevent, or would otherwise be breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease or the execution of any other Restructuring Transaction (including any "change of control" provision).

Notwithstanding anything to the contrary herein, in the event of a Sale Transaction, the terms of the Sale Transaction Documents and the Sale Order and any other related orders of the Bankruptcy Court, to the extent inconsistent with the terms of this Plan, shall govern matters relating to the cure of defaults or

compliance with any other provisions of Section 365(b) of the Bankruptcy Code in connection with the assumption and assignment to the Buyer of any Executory Contracts and Unexpired Leases.

C. Claims Based on Rejection of Executory Contracts and Unexpired Leases

Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty (30) days of: (i) the effectiveness of the rejection of the applicable Executory Contract or Unexpired Lease, (ii) the entry of any order approving the rejection of an Executory Contract or Unexpired Lease, or (iii) in the case of nonresidential real property leases, the Surrendered Possession of the property, whichever is later. **Any Proofs of Claim arising from the rejection of the Executory Contracts and Unexpired Leases that are not timely filed shall be subject to disallowance by further order of the Bankruptcy Court upon objection on such grounds.** All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan.

D. Contracts and Leases Entered into After the Petition Date

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by any Debtor, will be performed by the Debtor or Reorganized Debtor, and, to the extent assigned to the Buyer in the event of a Sale Transaction, as applicable, liable thereunder in the ordinary course of its business.

E. Reservation of Rights

Neither the exclusion nor inclusion of any contract or lease in the Rejected Executory Contract/Unexpired Lease List or in the Plan Supplement as a contract or lease to be assumed, nor anything contained in the Plan or Sale Transaction Documents, nor the Debtors' delivery of a notice of proposed assumption and proposed Cure Cost to any contract and lease counterparties, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have ten (10) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article X.C of the Plan.

F. Indemnification Provisions and Reimbursement Obligations

Solely, in the event of a Restructuring, on and as of the Effective Date, and except as prohibited by applicable law or subject to the limitations set forth herein, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the New Organizational Documents will provide to the fullest extent provided by law for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, equity holders, managers, members, employees, accountants, investment bankers, attorneys, other professionals, agents of the Debtors, and such current and former directors', officers', equity holders', managers', members' and employees' respective Affiliates (each of the foregoing solely in their capacity as such) at least to the same extent as the Indemnification Provisions, against any Claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and, notwithstanding anything in the Plan to the contrary, none of the

Reorganized Debtors will amend and/or restate the New Organizational Documents before or after the Effective Date to terminate or adversely affect any of the Indemnification Provisions.

G. Employee Compensation and Benefits

1. Compensation and Benefits Programs

Subject to the provisions of the Plan, in the event of a Restructuring all Compensation and Benefits Programs shall be treated as Executory Contracts under the Plan and deemed assumed on the Effective Date pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. In the event of a Sale Transaction, the Compensation and Benefits Programs shall be assumed and assigned upon consummation of the Sale Transaction in accordance with the terms and conditions of the Sale Transaction Documents. All Proofs of Claim filed for amounts due under any Compensation and Benefits Program shall be considered satisfied by the applicable agreement and/or program and agreement to assume and cure in the ordinary course as provided in the Plan.

The Restructuring shall not be deemed to trigger any applicable change of control, vesting, termination, acceleration or similar provisions set forth in any Compensation and Benefits Program assumed pursuant to the terms herein. No counterparty shall have rights under a Compensation and Benefits Program assumed pursuant to the Plan other than those applicable immediately prior to such assumption.

2. Workers' Compensation Programs

In the event of a Restructuring, as of the Effective Date, except as set forth in the Plan Supplement, the Debtors and the Reorganized Debtors shall continue to honor their obligations under: (1) all applicable state workers' compensation laws; and (2) the Debtors' written contracts, agreements, agreements of indemnity, self-insured workers' compensation bonds, policies, programs, and plans for workers' compensation and workers' compensation Insurance Contracts (collectively, the "**Workers' Compensation Contracts**"). All Proofs of Claims on account of workers' compensation shall be deemed withdrawn automatically and without any further notice to or action, order, or approval of the Bankruptcy Court; *provided* that nothing in the Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable non-bankruptcy law with respect to the Workers' Compensation Contracts; *provided*, *further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable state law and/or the Workers' Compensation Contracts.

Article VI.

PROVISIONS GOVERNING DISTRIBUTIONS[3]

A. Distribution on Account of Claims and Interests Allowed as of the Effective Date

Except as otherwise provided in the Plan or a Final Order, or as agreed to by the relevant parties, distributions under the Plan on account of Claims Allowed on or before the Effective Date shall be made on the Initial Distribution Date; *provided* that (1) Allowed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business shall be paid or performed when due in the ordinary course of business in accordance with the terms and conditions of any controlling agreements,

[3] Unless otherwise specified, the provisions set forth in this Article shall apply in the event of a Restructuring or a Sale Transaction.

course of dealing, course of business or industry practice, and (2) Allowed Priority Tax Claims shall be satisfied in accordance with Article II.C herein.

B. Distributions on Account of Claims and Interests Allowed After the Effective Date

1. Payments and Distributions on Disputed Claims

Except as otherwise provided in the Plan, a Final Order, or as agreed to by the relevant parties, distributions on account of Disputed Claims that become Allowed after the Effective Date shall be made on the next Periodic Distribution Date that is at least thirty (30) days after the Disputed Claim becomes an Allowed Claim; *provided* that (a) Disputed Administrative Claims with respect to liabilities incurred by the Debtors in the ordinary course of business that become Allowed after the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, and (b) Disputed Priority Tax Claims that become Allowed Priority Tax Claims after the Effective Date shall be treated as Allowed Priority Tax Claims in accordance with Article II.C of the Plan, solely to the extent not assumed by the Buyer pursuant to the Sale Transaction Documents.

2. Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the relevant parties no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order.

C. Timing and Calculation of Amounts to Be Distributed

Except as otherwise provided herein, on the Initial Distribution Date each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class. If and to the extent that any Disputed Claims exist, distributions on account of such Disputed Claims shall be made pursuant to Article VI.B and Article VII of the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

D. Delivery of Distributions

1. Record Date for Distributions

For purposes of making distributions on the Initial Distribution Date only, the Distribution Agent shall be authorized and entitled to recognize only those Holders of Claims reflected in the Debtors' books and records or the Claims Register, as applicable, as of the close of business on the Distribution Record Date. If a Claim, other than one based on a publicly traded security, is transferred (a) twenty-one (21) or more days before the Distribution Record Date and reasonably satisfactory documentation evidencing such transfer is Filed with the Bankruptcy Court, the Distribution Agent shall make the applicable distributions to the applicable transferee, or (b) twenty (20) or fewer days before the Distribution Record Date, the Distribution Agent shall make distributions to the transferee only to the extent practical and, in any event, only if the relevant transfer form is Filed with the Bankruptcy Court and contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor. For the avoidance of doubt, notwithstanding the establishment of any Distribution Record Date, the Distribution Record Date shall not apply to publicly traded securities, which shall receive distributions in accordance with the applicable procedures of the DTC.

2. Delivery of Distributions in General

Except as otherwise provided in the Plan, on the Initial Distribution Date, the Distribution Agent shall make distributions to Holders of Allowed Claims at the address for each such Holder as indicated in the Debtors' records as of the date of any such distribution, including the address set forth in any Proof of Claim filed by that Holder, if applicable; *provided* that the manner of such distributions shall be determined at the discretion of the Reorganized Debtors.

Except as otherwise determined by the Reorganized Debtors on each Periodic Distribution Date or as soon thereafter as is reasonably practicable, the Distribution Agent shall make the distributions required to be made on account of Allowed Claims under the Plan on such date. Any distribution that would have been entitled to receive that distribution that is not an Allowed Claim or Interest on such date, shall be distributed on the first Periodic Distribution Date after such Claim is Allowed. No interest shall be accrue or be paid on the unpaid amount of any distribution paid on a Periodic Distribution Date in accordance with this Article VI.D.2 of the Plan.

3. Delivery of Distributions on DIP Facilities Claims

The DIP Term Agent shall be deemed to be the Holder of all DIP Term Facility Claims, and the DIP ABL FILO Agent shall be deemed to the Holder of all DIP ABL FILO Facility Claims, in each case for purposes of distributions to be made hereunder, and all distributions on account of such DIP Facilities Claims shall be made to the applicable DIP Agent. As soon as practicable following the Effective Date, the DIP Agents shall arrange to deliver or direct the delivery of such distributions to or on behalf of the applicable Holders of the applicable DIP Facilities Claims in accordance with the terms of the applicable DIP Facility, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the DIP Agents shall not have any liability to any Entity with respect to distributions made or directed to be made by the DIP Agents, except liability resulting from gross negligence, actual fraud, or willful misconduct of any of the DIP Agents or otherwise as set forth in the applicable DIP Documents (as defined in the DIP Orders).

4. [Reserved.]

5. Delivery of Distributions on Tranche B-2 Term Loan Claims

The Tranche B-2 Term Loan Administrative Agent shall be deemed to be the Holder of all applicable Tranche B-2 Term Loan Claims for purposes of distributions to be made hereunder, and all distributions on account of such Tranche B-2 Term Loan Claims shall be made to the Tranche B-2 Term Loan Administrative Agent. As soon as practicable following the Effective Date, the Tranche B-2 Term Loan Administrative Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the applicable Holders of Tranche B-2 Term Loan Claims in accordance with the terms of the Tranche B-2 Term Loan Credit Agreement, subject to any modifications to such distributions in accordance with the terms of the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Tranche B-2 Term Loan Administrative Agent shall not have any liability to any Entity with respect to distributions made or directed to be made by the Tranche B-2 Term Loan Administrative Agent, except liability resulting from gross negligence, actual fraud, or willful misconduct of the Tranche B-2 Term Loan Administrative Agent or otherwise as set forth in the applicable Prepetition Term Documents (as defined in the DIP Orders). In the event of a Sale Transaction, delivery of the Second Lien Loans to holders of Allowed Tranche B-2 Term Loan Secured Claims shall not require such holders to sign documentation for delivery and such holders shall be Lenders for all purposes under the documentation evidencing the Second Lien Notes, having all of the rights and obligations of a Lender thereunder, without need for any further action on their behalf.

6. Delivery of Distributions on Convertible Unsecured Notes Claims

As soon as possible after entry of the Confirmation Order, (a) each member of the Ad Hoc Group of Convertible Notes shall provide its Ad Hoc Group of Convertible Notes DWAC Information to Prime Clerk and (b) upon receipt of Ad Hoc Group of Convertible Notes DWAC Information for all members of the Ad Hoc Group of Convertible Notes, Prime Clerk shall issue the DWAC Instruction Letter to the Convertible Unsecured Notes Indenture Trustee.

As soon as possible after Confirmation but prior to the Effective Date, each member of the Ad Hoc Group of Convertible Notes shall (p) direct its respective DTC participant to submit a DWAC request in order to segregate its position in the Convertible Unsecured Notes from the Convertible Unsecured Notes Existing CUSIP, (q) provide the Plan Administrator with its name, contact persons, notice address, payment address, telephone number, and e-mail address, and (r) be deemed to hold an Allowed Class 4 Claim in the amount of its former position in the Convertible Unsecured Notes, *provided* that such member shall not be eligible to receive distributions under this Plan unless and until it provides the information reflected in item (q) above and such other information as the Plan Administrator may reasonably request pursuant to this Plan.

On the later to occur of the Effective Date and the date upon which the Convertible Unsecured Notes Indenture Trustee confirms that all of the DWAC requests set forth in the DWAC Instruction Letter have been completed successfully, the Debtors or the Reorganized Debtors, as applicable, shall issue the DTC Exchange Instruction Letter to DTC and DTC shall comply therewith.

All distributions on account of the Allowed Convertible Unsecured Notes Claims shall be made as follows: (x) distributions of Cash to beneficial holders of Convertible Unsecured Notes that are not members of the Ad Hoc Group of Convertible Notes shall be made via DTC using the Convertible Unsecured Notes Escrow CUSIP and (y) distributions to members of the Ad Hoc Group of Convertible Notes shall be made directly by the Plan Administrator, consistent with the Global Settlement. In the event the Plan Administrator determines in the future to distribute property other than Cash to Holders of Allowed Class 4 Claims, the Plan Administrator shall establish procedures consistent with ordinary DTC practice for distributing such property to beneficial holders of Convertible Unsecured Notes that are not members of the Ad Hoc Group of Convertible Notes.

Notwithstanding anything in the Convertible Unsecured Notes Indenture, the Plan Administrator shall have the sole obligation to make all distributions under the Plan to the beneficial holders of Allowed Convertible Unsecured Notes Claims in accordance with the provisions of this Plan. On and after the Effective Date, the Convertible Unsecured Notes Indenture shall be cancelled as set forth in Article IV.G.4 of this Plan and the Convertible Unsecured Notes Indenture Trustee shall have no further obligations or duties thereunder, and shall have no liability with respect to any actions taken by the Plan Administrator, including with respect to distributions.

7. Distributions by Distribution Agents

The Debtors and the Reorganized Debtors, as applicable, shall have the authority to enter into agreements with one or more Distribution Agents to facilitate the distributions required hereunder. To the extent the Debtors and the Reorganized Debtors, as applicable, determine to utilize a Distribution Agent to facilitate the distributions under the Plan to Holders of Allowed Claims, any such Distribution Agent would first be required to: (a) affirm its obligation to facilitate the prompt distribution of any documents; (b) affirm its obligation to facilitate the prompt distribution of any recoveries or distributions required under the Plan; (c) waive any right or ability to setoff, deduct from or assert any lien or encumbrance against the distributions required under the Plan to be distributed by such Distribution Agent; and (d) if so requested by the Reorganized Debtors (in the event of a Restructuring) or the Plan Administrator (in the event of a

Sale Transaction), post a bond, obtain a surety or provide some other form of security for the performance of its duties, the costs and expenses of procuring which shall be borne by the Debtors or the Reorganized Debtors, as applicable.

The Debtors or the Reorganized Debtors, as applicable, shall pay to the Distribution Agents all reasonable and documented fees and expenses of the Distribution Agents without the need for any approvals, authorizations, actions, or consents. The Distribution Agents shall submit detailed invoices to the Debtors or the Reorganized Debtors, as applicable, for all fees and expenses for which the Distribution Agent seeks reimbursement and the Debtors or the Reorganized Debtors, as applicable, shall pay those amounts that they, in their sole discretion, deem reasonable, and shall object in writing to those fees and expenses, if any, that the Debtors or the Reorganized Debtors, as applicable, deem to be unreasonable. In the event that the Debtors or the Reorganized Debtors, as applicable, object to all or any portion of the amounts requested to be reimbursed in a Distribution Agent's invoice, the Debtors or the Reorganized Debtors, as applicable, and such Distribution Agent shall endeavor, in good faith, to reach mutual agreement on the amount of the appropriate payment of such disputed fees and/or expenses. In the event that the Debtors or the Reorganized Debtors, as applicable, and a Distribution Agent are unable to resolve any differences regarding disputed fees or expenses, either party shall be authorized to move to have such dispute heard by the Bankruptcy Court.

8. Minimum Distributions

Notwithstanding anything herein to the contrary, other than on account of Claims in Class 1, the Reorganized Debtors and the Distribution Agents (a) may defer distributions or payments (of Cash or otherwise) of less than $100 to any Holder of an Allowed Claim until the total distribution to be made to such Holder equals or exceeds $100, and (b) shall not be required to make final distributions or payments (of Cash or otherwise) of less than $100 to any Holder of an Allowed Claim, and shall not be required to make partial distributions or payments of fractions of dollars or securities. Whenever any payment or distribution of a fraction of a dollar, fractional share of New Common Equity, or fractional entitlement to Class 4 Contingent Right under the Plan would otherwise be called for, the actual payment or distribution will reflect a rounding down of such fraction to the nearest whole dollar, share of New Common Equity, or fractional entitlement to Class 4 Contingent Right, and each Claim to which this limitation applies shall be discharged pursuant to Article VIII of this Plan and its Holder shall be forever barred from asserting that Claim against (or against the property of) the Debtors, the Reorganized Debtors, the Plan Administrator, or the Buyer, as applicable.

9. Undeliverable Distributions and Unclaimed Property

a. Holding of Certain Undeliverable Distributions

Undeliverable distributions shall remain in the possession of the Reorganized Debtors, until such time as any such distributions become deliverable; provided, that six months from the later of: (i) the Effective Date and (ii) the first Periodic Distribution Date after the applicable Claim is first Allowed (or, if the applicable Claim is Allowed prior to the Initial Distribution Date, the Initial Distribution Date), all undeliverable distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration such six month period and shall revert to the Reorganized Debtors or the successors or assigns of the Reorganized Debtors, and the Claim of any other Holder to such undeliverable distribution shall be discharged and forever barred. Undeliverable distributions shall not be entitled to any additional interest, dividends, or other accruals of any kind on account of their distribution being undeliverable. Nothing contained herein shall require the Reorganized Debtors to attempt to locate any Holder of an Allowed Claim. Any undeliverable distribution that reverts to the Reorganized Debtors on account of a Claim not in Class 4 or Class 4A (including, without limitation, unclaimed payroll checks) shall be

distributed to the Second Lien Term Loan Agent for repayment of the outstanding Second Lien Loans pursuant to the Second Lien Term Loan Credit Agreement.

b. Failure to Present Checks

Checks issued by the Reorganized Debtors (or their Distribution Agent) on account of Allowed Claims shall be null and void if not negotiated within 90 days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Distribution Agent by the Holder of the relevant Allowed Claim with respect to which such check originally was issued.

E. Compliance with Tax Requirements/Allocations

In connection with the Plan, to the extent applicable, the Reorganized Debtors shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate, including requiring as a condition to the receipt of a distribution, that the Holders of an Allowed Claim complete an IRS Form W-8 or W-9, as applicable. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and encumbrances. For tax purposes, distributions in full or partial satisfaction of Allowed Claims shall be allocated first to the principal amount (as determined for U.S. federal income tax purposes) of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

F. Surrender of Canceled Instruments or Securities

On the Effective Date or as soon as reasonably practicable thereafter, other than with respect to Allowed Claims in Class 1, each Holder of a certificate or instrument evidencing a Claim or an Equity Interest shall be deemed to have surrendered such certificate or instrument to the Distribution Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and except as provided otherwise under the Plan, including the Debtor Release and the Third-Party Release, such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim or Equity Interest, which shall continue in effect for purposes of allowing Holders to receive distributions under the Plan and allowing the Convertible Notes Indenture Trustee to exercise charging liens, priorities of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Unimpaired under the Plan.

G. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable Insurance Contract. Nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers under any Insurance Contracts, nor shall anything contained herein constitute or be deemed a waiver by any Insurers of any rights or defenses, including coverage defenses, held by such Insurers under the Insurance Contracts.

Article VII.

PROCEDURES FOR RESOLVING DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS OR EQUITY INTERESTS[4]

A. Allowance of Claims

After the Effective Date, and except as otherwise provided in this Plan, the Reorganized Debtors shall have and shall retain any and all available rights and defenses that the Debtors had with respect to any Claim, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. The Debtors and the Reorganized Debtors may contest the amount and validity of any Disputed Claim or contingent or unliquidated Claim in the ordinary course of business in the manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Cases had not been commenced.

B. Prosecution of Objections to Claims

Except as otherwise specifically provided in the Plan or the Plan Administrator Agreement, the Reorganized Debtors shall have the sole authority: (1) to file, withdraw, or litigate to judgment objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

C. Estimation of Claims and Interests

Before or after the Effective Date, the Debtors or Reorganized Debtors, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection; and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim or Interest, including during the litigation of any objection to any Claim or during the appeal relating to such objection; *provided* that if the Bankruptcy Court resolves the Allowed amount of a Claim, the Debtors and Reorganized Debtors, as applicable, shall not be permitted to seek an estimation of such Claim. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the relevant Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim subject to applicable law. For the avoidance of doubt, this section shall not apply to the liquidation of the amount of an Allowed Claim in Class 4.

D. No Distributions Pending Allowance

If any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Claim becomes an Allowed Claim; *provided* that if only a

[4] Unless otherwise specified, the provisions set forth in this Article shall apply in the event of a Restructuring or a Sale Transaction.

portion of a Claim is Disputed, such Claim shall be deemed Allowed in the amount not Disputed and payment or distribution shall be made on account of such undisputed amount.

E. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the Claims Objection Deadline, subject to any extensions thereof approved by the Bankruptcy Court.

Article VIII.

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

The following are conditions precedent to the Effective Date that must be satisfied or waived pursuant to Article VIII.B.:

1. The Settlement Order shall have been entered, shall be in full force and effect, shall comply with the Committee Consent Rights, and shall have become a Final Order.

2. The Bankruptcy Court shall have approved the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code and the Disclosure Statement shall comply with the Definitive Document Consent Rights.

3. The Confirmation Order shall have been entered, shall be in full force and effect, and shall comply with the Definitive Document Consent Rights, and shall have become a Final Order, and in the event of a Sale Transaction, the Sale Order shall have been entered, shall be in full force and effect, and shall comply with the Definitive Document Consent Rights, and shall have become a Final Order.

4. The Canadian Court shall have issued an order recognizing the Confirmation Order in the Recognition Proceedings and giving full force and effect to the Confirmation Order in Canada, and such recognition order shall have become a Final Order.

5. No termination event under the Restructuring Support Agreement shall have occurred and not been waived.

6. In the event of a Restructuring, (i) the Sale Transaction, if any, shall have been terminated or shall no longer in full force and effect or shall not have been consummated, or shall not be capable of being consummated, in each case, by the applicable Outside Sale Date in accordance with the terms of the Sale Transaction Documents, and (ii) all conditions precedent to the incurrence of the New Debt shall have been satisfied or waived pursuant to the terms of the New Debt Documentation (which may occur substantially concurrently with the occurrence of the Effective Date) and such New Debt and the New Debt Documentation shall comply with the Definitive Document Consent Rights.

7. In the event of a Sale Transaction, all conditions precedent to the effectiveness of the Sale Transaction Documents shall have been satisfied or waived pursuant to the terms thereof, and the consummation of such Sale Transaction shall have occurred on or prior to the Outside Sale Date and prior to the Effective Date.

8. All documents and agreements necessary to implement the Plan (including any documents contained in the Plan Supplement), shall comply with the Definitive Document Consent Rights, and shall have been executed and tendered for delivery. All conditions precedent to the effectiveness of such

documents and agreements shall have been satisfied or waived pursuant to the terms thereof (which may occur substantially concurrently with the occurrence of the Effective Date).

9. All actions, documents, certificates, and agreements necessary to implement the Plan (including any documents contained in the Plan Supplement) shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws, shall comply with the Definitive Document Consent Rights, and shall be in form and substance reasonably acceptable to the Committee.

10. All authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and the transactions contemplated herein shall have been obtained, shall comply with the Definitive Document Consent Rights, and shall be in form and substance reasonably acceptable to the Committee.

11. GNC Holdings shall have filed with the SEC a Form 15 to deregister the outstanding securities of GNC Holdings under the Exchange Act, and no Debtor will be a reporting company under the Exchange Act.

12. All professional fees in respect of counsel and financial advisors to each of the Ad Hoc Groups shall have been paid, to the extent provided under this Plan, in Cash.

13. The Ad Hoc Group of Convertible Notes Professional Fees and Convertible Unsecured Notes Indenture Trustee Fees, each shall have been paid as set forth in Article III.B.4.c(iii)(a) of the Plan.

14. The Class 3 Initial Escrow Amount, the amount provided in clause (a) of the Class 3 Additional Escrow Amount, the Class 4/4A Distribution Amount, the Disputed Cures Escrow Account, the Professional Fee Escrow Account, the Tax Escrow Amount, the Wind-Down Amount, and the Exit Cost Amount shall have been funded in accordance with the terms set forth herein.

15. The Effective Date shall occur on or before the Outside Date, which may be extended or waived in accordance with the terms of the Restructuring Support Agreement.

B. Waiver of Conditions

The Debtors, with the consent of the Required Consenting Term Lenders, Required FILO Ad Hoc Group Members, and the Committee may waive any of the conditions to the Effective Date set forth above at any time (but as to the Committee, consent of the Committee shall only be required to the extent such waiver of conditions would be inconsistent with the Plan Amendment Term Sheet in a matter that is adverse to the Consenting Creditors (as defined in the Plan Support Agreement) or the Holders of General Unsecured Claims), without any notice to parties in interest (other than the Committee, for whom notice will be provided pursuant to Article XII) and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than a proceeding to confirm the Plan.

C. Effect of Non-Occurrence of Conditions to the Effective Date

If the Effective Date does not occur on or before the termination of the Restructuring Support Agreement, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effected under the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan, the Confirmation Order, or the Disclosure Statement shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

Article IX.

RELEASE, INJUNCTION, AND RELATED PROVISIONS

A. Discharge of Claims and Termination of Equity Interests; Compromise and Settlement of Claims, Equity Interests, and Controversies.

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan (including, for the avoidance of doubt, Article III.C and Article IV.G), the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Equity Interests and Claims of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against the Debtors, the Reorganized Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims or Equity Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim is Allowed; or (3) the Holder of such Claim or Equity Interest has accepted the Plan. Except as otherwise provided herein, any default by the Debtors with respect to any Claim that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date and, with respect to assumed Executory Contracts and Unexpired Leases, upon the payment of all Cure Costs in accordance with the provisions set forth in this Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan. For the avoidance of doubt, nothing in this Article IX.A shall affect the rights of Holders of Claims to seek to enforce the Plan, including the distributions to which Holders of Allowed Claims and Interests are entitled under the Plan.

In consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Reorganized Debtors may compromise and settle any Claims against the Debtors and their Estates, as well as claims and Causes of Action against other Entities.

B. Releases by the Debtors

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO SECTION 1123(B) AND ANY OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY CONFIRMED, THE DEBTORS AND THE REORGANIZED DEBTORS, IN THEIR RESPECTIVE INDIVIDUAL CAPACITIES AND AS DEBTORS-IN-POSSESSION, AND ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE ESTATES, INCLUDING, WITHOUT LIMITATION, ANY SUCCESSORS, ASSIGNS, AND

REPRESENTATIVES (INCLUDING ANY ESTATE REPRESENTATIVE APPOINTED OR SELECTED PURSUANT TO SECTION 1123(B)(3) OF THE BANKRUPTCY CODE), AND ANY AND ALL OTHER ENTITIES WHO MAY PURPORT TO ASSERT ANY CAUSE OF ACTION, DIRECTLY OR DERIVATIVELY, BY, THROUGH, FOR, OR BECAUSE OF THE FOREGOING ENTITIES (COLLECTIVELY, THE "DEBTOR RELEASING PARTIES") WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER PROVIDED A FULL WAIVER AND RELEASE TO EACH OF THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SO RELEASED SHALL BE DEEMED FOREVER RELEASED AND WAIVED BY THE DEBTOR RELEASING PARTIES) AND THEIR RESPECTIVE ASSETS AND PROPERTIES (THE "DEBTOR RELEASE") FROM ANY AND ALL CLAIMS, INTERESTS, CAUSES OF ACTION, AND ANY OTHER DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, WHETHER DIRECTLY OR DERIVATIVELY HELD, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY IN WHOLE OR IN PART TO ANY OF THE DEBTORS, INCLUDING, WITHOUT LIMITATION, (I) THE CHAPTER 11 CASES, THE DISCLOSURE STATEMENT, THIS PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING DOCUMENTS AND THE RECOGNITION PROCEEDINGS, (II) THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THIS PLAN, (III) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTIES, (IV) THE NEGOTIATION, FORMULATION OR PREPARATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RESTRUCTURING DOCUMENTS, OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, (V) THE RESTRUCTURING OF CLAIMS OR EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, (VI) THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY EQUITY INTEREST OF THE DEBTORS OR THE REORGANIZED DEBTORS, (VII) THE SALE TRANSACTION, THE SALE TRANSACTION DOCUMENTS, AND THE NEGOTIATION, FORMULATION OR PREPARATION OF THE SALE TRANSACTION AND THE SALE TRANSACTION DOCUMENTS, AND/OR (VIII) THE CONFIRMATION OR CONSUMMATION OF THIS PLAN OR THE SOLICITATION OF VOTES ON THIS PLAN THAT SUCH DEBTOR RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR OTHER ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT FOR, OR ON BEHALF OR IN THE NAME OF, ANY DEBTOR, ITS RESPECTIVE ESTATE OR ANY REORGANIZED DEBTOR (WHETHER DIRECTLY OR DERIVATIVELY) AGAINST ANY OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS DEBTOR RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE: (I) ANY CAUSES OF ACTION ARISING FROM WILLFUL MISCONDUCT, ACTUAL FRAUD, OR GROSS NEGLIGENCE OF SUCH APPLICABLE RELEASED PARTY AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION; AND/OR (II) THE RIGHTS OF SUCH DEBTOR RELEASING PARTY TO ENFORCE THIS PLAN, THE SALE TRANSACTION DOCUMENTS AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH

THIS PLAN OR SALE TRANSACTION OR ASSUMED PURSUANT TO THIS PLAN OR THE SALE TRANSACTION OR ASSUMED PURSUANT TO FINAL ORDER OF THE BANKRUPTCY COURT. THE FOREGOING RELEASE SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON AND THE CONFIRMATION ORDER WILL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY PERSON OR ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, OR LIABILITIES RELEASED PURSUANT TO THIS DEBTOR RELEASE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE IX.B SHALL OR SHALL BE DEEMED TO (I) PROHIBIT THE DEBTORS OR THE REORGANIZED DEBTORS FROM ASSERTING AND ENFORCING ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION OR LIABILITIES THEY MAY HAVE AGAINST ANY PERSON THAT IS BASED UPON AN ALLEGED BREACH OF A CONFIDENTIALITY OR NON-COMPETE OBLIGATION OWED TO THE DEBTORS OR THE REORGANIZED DEBTORS AND/OR (II) OPERATE AS A RELEASE OR WAIVER OF ANY INTERCOMPANY CLAIMS, IN EACH CASE UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN.

C. Third-Party Releases

NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN TO THE CONTRARY, PURSUANT TO SECTION 1123(B) AND ANY OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, AS OF THE EFFECTIVE DATE (OR SUCH LATER DATE AS PROVIDED FOR IN ARTICLE III.C), EFFECTIVE AS OF THE EFFECTIVE DATE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR GOOD AND VALUABLE CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY CONFIRMED, AND WITHOUT LIMITING OR OTHERWISE MODIFYING THE SCOPE OF THE DEBTOR RELEASE PROVIDED BY THE DEBTOR RELEASING PARTIES ABOVE, EACH NON-DEBTOR RELEASING PARTY (TOGETHER WITH THE DEBTOR RELEASING PARTIES, THE "RELEASING PARTIES") WILL BE DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER PROVIDED A FULL WAIVER AND RELEASE TO EACH OF THE RELEASED PARTIES (AND EACH SUCH RELEASED PARTY SO RELEASED SHALL BE DEEMED FOREVER RELEASED AND WAIVED BY THE NON-DEBTOR RELEASING PARTIES) AND THEIR RESPECTIVE ASSETS AND PROPERTIES (THE "THIRD-PARTY RELEASE") FROM ANY AND ALL CLAIMS, INTERESTS, CAUSES OF ACTION, AND ANY OTHER DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, ACTIONS, REMEDIES, AND LIABILITIES WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, WHETHER DIRECTLY OR DERIVATIVELY HELD, EXISTING AS OF THE EFFECTIVE DATE OR THEREAFTER ARISING, IN LAW, AT EQUITY OR OTHERWISE, WHETHER FOR TORT, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART UPON ANY ACT OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED IN ANY WAY IN WHOLE OR IN PART TO ANY OF THE DEBTORS, INCLUDING, WITHOUT LIMITATION, (I) THE CHAPTER 11 CASES, THE DISCLOSURE STATEMENT, THIS PLAN, THE RESTRUCTURING SUPPORT AGREEMENT, THE RESTRUCTURING DOCUMENTS AND THE RECOGNITION PROCEEDINGS, (II) THE SUBJECT MATTER OF,

OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR EQUITY INTEREST THAT IS TREATED IN THIS PLAN, (III) THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTIES, (IV) THE NEGOTIATION, FORMULATION OR PREPARATION OF THE RESTRUCTURING SUPPORT AGREEMENT, THIS PLAN, THE DISCLOSURE STATEMENT, THE PLAN SUPPLEMENT, THE RESTRUCTURING DOCUMENTS, OR RELATED AGREEMENTS, INSTRUMENTS OR OTHER DOCUMENTS, (V) THE RESTRUCTURING OF CLAIMS OR EQUITY INTERESTS PRIOR TO OR DURING THE CHAPTER 11 CASES, (VI) THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY EQUITY INTEREST OF THE DEBTORS OR THE REORGANIZED DEBTORS, (VII) THE SALE TRANSACTION, THE SALE TRANSACTION DOCUMENTS, AND THE NEGOTIATION, FORMULATION OR PREPARATION OF THE SALE TRANSACTION AND THE SALE TRANSACTION DOCUMENTS, AND/OR (VIII) THE CONFIRMATION OR CONSUMMATION OF THIS PLAN OR THE SOLICITATION OF VOTES ON THIS PLAN THAT SUCH NON-DEBTOR RELEASING PARTY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT (WHETHER INDIVIDUALLY OR COLLECTIVELY) AGAINST ANY OF THE RELEASED PARTIES; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS THIRD-PARTY RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE: (I) ANY CAUSES OF ACTION ARISING FROM WILLFUL MISCONDUCT, ACTUAL FRAUD, OR GROSS NEGLIGENCE OF SUCH APPLICABLE RELEASED PARTY AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION; AND/OR (II) THE RIGHTS OF SUCH NON-DEBTOR RELEASING PARTY TO ENFORCE THIS PLAN, THE SALE TRANSACTION DOCUMENTS AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS OR DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR THE SALE TRANSACTION OR ASSUMED PURSUANT TO THIS PLAN OR THE SALE TRANSACTION OR FINAL ORDER OF THE BANKRUPTCY COURT. THE FOREGOING RELEASE SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE, WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON AND THE CONFIRMATION ORDER WILL PERMANENTLY ENJOIN THE COMMENCEMENT OR PROSECUTION BY ANY PERSON OR ENTITY, WHETHER DIRECTLY, DERIVATIVELY OR OTHERWISE, OF ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, OR LIABILITIES RELEASED PURSUANT TO THIS THIRD-PARTY RELEASE.

D. Exculpation

WITHOUT AFFECTING OR LIMITING THE RELEASES SET FORTH IN ARTICLE IX.B AND ARTICLE IX.C OF THE PLAN, EFFECTIVE AS OF THE EFFECTIVE DATE, THE EXCULPATED PARTIES SHALL NEITHER HAVE NOR INCUR ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY CLAIMS, CAUSES OF ACTION OR FOR ANY ACT TAKEN OR OMITTED TO BE TAKEN ON OR AFTER THE PETITION DATE AND PRIOR TO OR ON THE EFFECTIVE DATE IN CONNECTION WITH, OR RELATED TO, FORMULATING, NEGOTIATING, PREPARING, DISSEMINATING, IMPLEMENTING, ADMINISTERING, CONFIRMING OR EFFECTING THE CONFIRMATION OR CONSUMMATION OF THIS PLAN, THE DISCLOSURE STATEMENT, THE RESTRUCTURING DOCUMENTS OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, INCLUDING THE RESTRUCTURING SUPPORT AGREEMENT, OR ANY OTHER POSTPETITION ACT TAKEN OR OMITTED TO BE TAKEN IN CONNECTION WITH OR IN CONTEMPLATION OF THE

RESTRUCTURING OF THE DEBTORS, THE APPROVAL OF THE DISCLOSURE STATEMENT OR CONFIRMATION OR CONSUMMATION OF THIS PLAN; PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS OF THIS EXCULPATION SHALL NOT BE CONSTRUED AS EXCULPATING ANY PERSON OR ENTITY FROM ITS POST-EFFECTIVE DATE OBLIGATIONS UNDER THE PLAN, THE DISCLOSURE STATEMENT, THE RESTRUCTURING DOCUMENTS OR ANY CONTRACT, INSTRUMENT, RELEASE OR OTHER AGREEMENT OR DOCUMENT CREATED OR ENTERED INTO IN CONNECTION WITH THIS PLAN, INCLUDING THE RESTRUCTURING SUPPORT AGREEMENT, AND SHALL NOT OPERATE TO WAIVE OR RELEASE: (I) ANY CAUSES OF ACTION ARISING FROM WILLFUL MISCONDUCT, ACTUAL FRAUD, OR GROSS NEGLIGENCE OF SUCH APPLICABLE EXCULPATED PARTY AS DETERMINED BY FINAL ORDER OF THE BANKRUPTCY COURT OR ANY OTHER COURT OF COMPETENT JURISDICTION; AND/OR (II) THE RIGHTS OF ANY PERSON OR ENTITY TO ENFORCE THIS PLAN AND THE CONTRACTS, INSTRUMENTS, RELEASES, INDENTURES, AND OTHER AGREEMENTS AND DOCUMENTS DELIVERED UNDER OR IN CONNECTION WITH THIS PLAN OR ASSUMED PURSUANT TO THIS PLAN OR FINAL ORDER OF THE BANKRUPTCY COURT; PROVIDED, FURTHER, THAT EACH EXCULPATED PARTY SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL CONCERNING ITS RESPECTIVE DUTIES PURSUANT TO, OR IN CONNECTION WITH, THE ABOVE REFERENCED DOCUMENTS, ACTIONS OR INACTIONS. THE FOREGOING EXCULPATION SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE WITHOUT FURTHER NOTICE TO OR ORDER OF THE BANKRUPTCY COURT, ACT OR ACTION UNDER APPLICABLE LAW, REGULATION, ORDER, OR RULE OR THE VOTE, CONSENT, AUTHORIZATION OR APPROVAL OF ANY PERSON. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE IX.D SHALL OR SHALL BE DEEMED TO PROHIBIT THE DEBTORS OR THE REORGANIZED DEBTORS FROM ASSERTING AND ENFORCING ANY CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION OR LIABILITIES THEY MAY HAVE AGAINST ANY PERSON THAT IS BASED UPON AN ALLEGED BREACH OF A CONFIDENTIALITY OR NON-COMPETE OBLIGATION OWED TO THE DEBTORS OR THE REORGANIZED DEBTORS, IN EACH CASE UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN.

E. Injunction

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER (AND, FOR THE AVOIDANCE OF DOUBT, SUBJECT TO ARTICLE III.C), ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (A) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (B) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.B OF THE PLAN; (C) HAVE BEEN RELEASED PURSUANT TO ARTICLE IX.C OF THE PLAN, (D) ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE IX.D OF THE PLAN (BUT ONLY TO THE EXTENT OF THE EXCULPATION PROVIDED IN ARTICLE IX.D OF THE PLAN), OR (E) ARE OTHERWISE DISCHARGED, SATISFIED, STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY ACTION OR OTHER PROCEEDING, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF, OR IN CONNECTION

WITH OR WITH RESPECT TO, ANY DISCHARGED, RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES.

F. Setoffs and Recoupment

Except as otherwise provided herein, each Reorganized Debtor pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable bankruptcy or non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, may set off or recoup against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claims, rights, and Causes of Action of any nature that the applicable Debtor or Reorganized Debtor may hold against the Holder of such Allowed Claim, to the extent such Claims, rights, or Causes of Action have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan, a Final Order or otherwise); *provided* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such Claims, rights, and Causes of Action.

Notwithstanding anything to the contrary in the Plan, nothing in the Plan shall discharge, release, impair, or otherwise preclude any valid right of setoff or recoupment of the Debtors' counterparties to nonresidential real property leases or Executory Contracts under applicable Law.

G. Release of Liens

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the applicable Reorganized Debtor and its successors and assigns.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors, the Reorganized Debtors, or any administrative agent, collateral agent or indenture trustee under the New Debt Documentation (at the expense of the Debtors or Reorganized Debtors, as applicable) that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of Uniform Commercial Code termination statements, deposit account control agreement terminations, and any other applicable filings or recordings, and the Reorganized Debtors shall be entitled to file Uniform Commercial Code terminations or to make any other such filings or recordings on such Holder's behalf.

Article X.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, except to the extent set forth herein, and in addition to the matters over which the Bankruptcy Court shall have retained jurisdiction pursuant to the Sale Order, if any, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

A. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

B. decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Retained Professionals authorized pursuant to the Bankruptcy Code or the Plan;

C. resolve any matters related to (1) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure Costs arising therefrom, including Cure Costs pursuant to section 365 of the Bankruptcy Code; (2) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (3) any dispute regarding whether a contract or lease is or was executory or expired; *provided, however,* that the Bankruptcy Court shall not retain jurisdiction with respect to post-Effective Date breaches of Executory Contracts or Unexpired Leases by the Reorganized Debtors;

D. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan, the Plan Administrator Agreement, and the Confirmation Order;

E. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

F. adjudicate, decide, or resolve any and all matters related to Causes of Action, other than Causes of Action against the Debtors;

G. adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;

H. resolve any cases, controversies, suits, or disputes that may arise in connection with Class 4 Claims, including the establishment of any bar dates, related notices, claim objections, allowance, disallowance, estimation and distribution;

I. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan, the Confirmation Order, or the Plan Administrator Agreement and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan, the Confirmation Order, or the Plan Administrator Agreement;

J. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

K. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan, the Confirmation Order, or the Plan Administrator Agreement, or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, or any Entity's rights arising from or obligations incurred in connection with the Plan, the Confirmation Order, or the Plan Administrator Agreement;

L. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan, the Confirmation Order, or the Plan Administrator Agreement;

M. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

N. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid;

O. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

P. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;

Q. enter an order or final decree concluding or closing any of the Chapter 11 Cases;

R. adjudicate any and all disputes arising from or relating to distributions under the Plan;

S. consider any modification of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

T. determine requests for payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

U. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan (other than any dispute arising after the Effective Date under, or directly with respect to, the New Debt Documentation, which such disputes shall be adjudicated in accordance with the terms of the New Debt Documentation);

V. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

W. hear and determine all disputes involving the existence, nature, or scope of the Debtors' discharge, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

X. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the releases, injunctions, and exculpations provided under Article IX of the Plan;

Y. enforce all orders previously entered by the Bankruptcy Court; and

Z. hear any other matter not inconsistent with the Bankruptcy Code, this Plan, or the Confirmation Order.

As of the Effective Date, notwithstanding anything in this Article X to the contrary, the New Debt Documentation shall be governed by their respective jurisdictional provisions therein.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article X, the provisions of this Article X shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date.

Article XI.

MODIFICATION, REVOCATION, OR WITHDRAWAL OF PLAN

A. Modification of Plan

Subject to the limitations contained in the Plan, the Debtors or Reorganized Debtors reserve the right to, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement, and subject to the Definitive Document Consent Rights and the Committee Consent Rights: (1) amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; (2) amend or modify the Plan after the entry of the Confirmation Order in accordance with section 1127(b) of the Bankruptcy Code and the Restructuring Support Agreement upon order of the Bankruptcy Court; and (3) remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan upon order of the Bankruptcy Court.

B. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019; *provided, however,* that each modification or amendment shall be made in accordance with Article XI.A of the Plan.

C. Revocation of Plan; Reservation of Rights if Effective Date Does Not Occur

Subject to the conditions to the Effective Date, the Debtors reserve the right, subject to the terms of the Restructuring Support Agreement, to revoke or withdraw the Plan prior to the entry of the Confirmation Order and to file subsequent plans of reorganization. If the Debtors revoke or withdraw the Plan with the prior consent of the Required Consenting Parties or if entry of the Confirmation Order or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity.

Article XII.

MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the documents and instruments contained in the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan and any and all non-Debtor parties to Executory Contracts and Unexpired Leases. The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rule 3020(e) and 7062.

B. Additional Documents

On or before the Effective Date, the Debtors, with the reasonable consent of the Required Consenting Parties, may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or Reorganized Debtors, as applicable, and all Holders of Claims receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

C. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code or as agreed to by the United States Trustee and Reorganized GNC Holdings, shall be paid by each of the applicable Reorganized Debtors for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first. The U.S. Trustee shall not be required to file a request for payment of its quarterly fees, which shall be deemed an Administrative Claim against the Debtors and their estates. All such fees due and payable prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the applicable Reorganized Debtor shall pay any and all fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the United States Trustee, until the earliest of the date on which the applicable Chapter 11 Case of the Reorganized Debtor is converted, dismissed, or closed.

D. Reservation of Rights

The Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

Notwithstanding any language to contrary contained in this Plan, the Disclosure Statement, or the Confirmation Order, no provisions shall (i) preclude the United States Securities and Exchange Commission ("**SEC**") from enforcing its police or regulatory powers, or (ii) enjoin, limit, impair, or delay the SEC from commencing or continuing any claims, causes of action, proceedings, or investigations against any non-Debtor.

E. Successors and Assigns

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, affiliate, officer, director, agent, representative, attorney, beneficiaries or guardian, if any, of each Entity.

F. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan, the Confirmation Order, or the Plan Administrator Agreement to be served on or delivered to the Reorganized Debtors shall also be served on:

Debtors	**Counsel to the Debtors**
GNC Holdings, Inc. 300 Sixth Avenue Pittsburgh, PA 15222 Attn: Amy Lane	Latham & Watkins LLP 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 Attn: Rick Levy, Caroline Reckler, Asif Attarwala, and Brett Newman Latham & Watkins LLP 885 Third Avenue New York, New York 10022 Attn: George Davis, Andrew Ambruoso, and Jeffrey T. Mispagel
United States Trustee	**Counsel to the Ad Hoc Group of Crossover Lenders**
Office of the United States Trustee for the District of Delaware J. Caleb Boggs Federal Building 844 North King Street, Suite 2207 Wilmington, Delaware 19801 Attn: Jane Leamy	Milbank LLP 2029 Century Park East 33rd Floor Los Angeles, CA 90067 Attn: Mark Shinderman, Brett Goldblatt, Daniel B. Denny, and Jordan Weber

Counsel to the Committee (before the Effective Date) and the Plan Administrator (on and after the Effective Date)	Counsel to the FILO Ad Hoc Group
Lowenstein Sandler LLP 1251 Avenue of the Americas New York, NY 10020 Attn: Jeffrey Cohen and Lindsay H. Sklar and Lowenstein Sandler LLP One Lowenstein Drive Roseland, NJ 070686 Attn: Michael S. Etkin, Michael Savetsky, Nicole Fulfree, and Colleen M. Maker	Paul, Weiss, Rifkind, Wharton & Garrison, LLP 1285 Avenue of the Americas New York, NY 10019 Attn: Andrew Rosenberg and Jacob Adlerstein

Any notice of confirmation of this Plan or the occurrence of the Effective Date shall advise Entities receiving such notice that, to continue to receive pleadings and other documents filed in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, they must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. Commencing 30 calendar days after the Effective Date, the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 shall be limited to those Entities who have filed such renewed requests (including any Entities that file such renewed requests after such date), provided, that the United States Trustee shall not be required to file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 in order to continue to receive documents.

In accordance with Bankruptcy Rules 2002 and 3020(c), within ten (10) Business Days of the date of entry of the Confirmation Order, the Debtors shall serve the Notice of Confirmation by United States mail, first class postage prepaid, by hand, or by overnight courier service to all parties served with the Confirmation Hearing notice; *provided* that no notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed a Confirmation Hearing notice, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address" or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address, provided that the Debtors are unable to ascertain new address information for such Entity after a commercially reasonable search. To supplement the notice described in the preceding sentence, within twenty days of the date of the Confirmation Order the Debtors shall publish the Notice of Confirmation once in *The Wall Street Journal* (national edition) and *Globe and Mail* in Canada. Mailing and publication of the Notice of Confirmation in the time and manner set forth in this paragraph shall be good and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c), and no further notice is necessary.

G. Term of Injunctions or Stays

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

H. Entire Agreement

On the Effective Date, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

I. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters; *provided* that corporate governance matters relating to Debtors or Reorganized Debtors, as applicable, not incorporated in New York shall be governed by the laws of the state of incorporation of the applicable Debtor or Reorganized Debtor, as applicable.

J. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Except as otherwise provided in the Plan, such exhibits and documents included in the Plan Supplement shall initially be filed with the Bankruptcy Court on or before the Plan Supplement Filing Date. After the exhibits and documents are filed, copies of such exhibits and documents shall have been available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at cases.primeclerk.com/gnc or the Bankruptcy Court's website at www.deb.uscourts.gov. To the extent any exhibit or document included in the Plan Supplement is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

K. Nonseverability of Plan Provisions upon Confirmation

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided* that, any such alteration or interpretation shall be acceptable to the Debtors and the Required Consenting Parties. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

L. Closing of Chapter 11 Cases

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

M. Conflicts

To the extent that any provision of the Disclosure Statement, or any order entered prior to Confirmation (for avoidance of doubt, not including the Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the Plan, the Plan shall govern and control. To the extent that any provision of the Plan conflicts with or is in any way inconsistent with any provision of the Confirmation Order, the Confirmation Order shall govern and control.

N. Dissolution of the Committee

Except to the extent specifically referenced herein, on the Effective Date, the Committee shall dissolve automatically, and the current and former members of the Committee shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, *provided* that the Committee shall continue in existence, and retention of its Retained Professionals shall remain in effect, each solely to the extent necessary to file and prosecute final requests for allowance and payment of Professional Fee Claims of such Retained Professionals.

O. Section 1125(e) Good Faith Compliance

The Debtors, the Reorganized Debtors, the Consenting Creditors, and each of their respective current and former officers, directors, members (including *ex officio* members), managers, employees, partners, advisors, attorneys, professionals, accountants, investment bankers, investment advisors, actuaries, Affiliates, financial advisors, consultants, agents, and other representatives of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such), shall be deemed to have acted in "good faith" under section 1125(e) of the Bankruptcy Code.

Respectfully submitted, as of the date first set forth above,

GNC Holdings, Inc.
(on behalf of itself and all other Debtors)

By: */s/ Amy B. Lane*
Name: Amy B. Lane
Title: Authorized Signatory

Exhibit 1

Restructuring Support Agreement

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "***RSA***" and, together with the Exhibits hereto, this "***Agreement***"), dated as of June 23, 2020, is entered into by and among the following parties:

(i) GNC Holdings, Inc. ("***GNC***"), 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 Headquarters LLC, Gustine Sixth Avenue Associates, Ltd., General Nutrition Centres Company, GNC Government Services, LLC, GNC Canada Holdings, Inc., GNC Puerto Rico Holdings, Inc., GNC Puerto Rico, LLC, and GNC China Holdco, LLC (each, together with GNC, a "***Company Entity***," and collectively, together with GNC, the "***Company***");

(ii) the undersigned holders, or the undersigned managers, beneficial holders, general partners or investment advisors of holders (but only in their respective capacities as the managers, beneficial holders, general partners or investment advisors of such holders), of Claims under the Tranche B-2 Term Loan (as defined below) that have executed and delivered counterpart signature pages to this Agreement or a Joinder Agreement to counsel to the Company (the "***Consenting Term Lenders***");

(iii) the undersigned holders, or the undersigned managers, beneficial holders, general partners or investment advisors of holders (but only in their respective capacities as the managers, beneficial holders, general partners or investment advisors of such holders), of Claims under the ABL FILO Term Loan (as defined below) that have executed and delivered counterpart signature pages to this Agreement or a Joinder Agreement to counsel to the Company (the "***Consenting FILO Lenders***", and together with the Consenting Term Lenders, the "***Consenting Creditors***"); and

The Company Entities and the Consenting Creditors are referred to as the "***Parties***" and individually as a "***Party***."

WHEREAS, the Parties have in good faith and at arm's length negotiated and agreed to the terms of a financial restructuring as set forth in the term sheet attached hereto as Exhibit A (the "***Restructuring Term Sheet***") and a chapter 11 plan of reorganization (together with all exhibits, annexes, and schedules thereto, as each may be amended, restated, amended and

restated, supplemented, or otherwise modified in accordance with its terms and this Agreement, the "***Plan***", and the transactions as described herein, in the Restructuring Term Sheet and in the Plan, the "***Restructuring***") intended to be consummated through voluntary reorganization cases (the "***Chapter 11 Cases***") under chapter 11 of title 11 of the Bankruptcy Code (defined below) in the United States Bankruptcy Court for the District of Delaware (the "***Bankruptcy Court***") on the terms set forth in this Agreement (including the Restructuring Term Sheet);

WHEREAS, the Parties intend GNC Holdings, Inc. to act as foreign representative of the Company Entities and to commence a recognition proceeding under Part IV of the *Companies' Creditors Arrangement Act* (the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**") to recognize in Canada the Chapter 11 Cases as foreign main proceedings (the "**Recognition Proceedings**");

WHEREAS, certain of the Consenting Term Lenders, Consenting FILO Lenders and/or their affiliates have further agreed to provide the Company with debtor-in-possession financing (the "***DIP Facility***") pursuant to a credit agreement substantially in the form attached hereto as Exhibit B (the "***DIP Credit Agreement***");

WHEREAS, as of the date hereof, the Consenting Creditors hold, in the aggregate, approximately (a) 92 percent of the aggregate outstanding principal amount of the Tranche B-2 Term Loan; and (b) 87 percent of the aggregate outstanding principal amount of the ABL FILO Term Loan; and

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters discussed in this Agreement.

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

1. Certain Definitions.

Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Restructuring Term Sheet. As used in this Agreement, the following terms have the following meanings:

a. "***ABL Credit Agreement***" means that certain Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of March 20, 2018, and that certain Second Amendment, dated as of May 15, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time), among GNC Corporation, General Nutrition Centers, Inc., as administrative borrower, certain of the Company Entities, as subsidiary borrowers, the lenders and agents parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent.

b. "***ABL FILO Term Loan***" means the FILO Term Loans (as defined in the ABL Credit Agreement) under the ABL Credit Agreement.

c. "***ABL FILO Term Loan Claim***" means any Claim arising under or based upon the ABL FILO Term Loan including any roll-up Claims under the DIP ABL FILO Credit Agreement related thereto.

d. "***Ad Hoc Groups***" means the Crossover Ad Hoc Group and the FILO Ad Hoc Group.

e. "***Agreement***" has the meaning set forth in the preamble hereto.

f. "***Agreement Effective Date***" means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) each Company Entity, and (ii) Consenting Creditors holding (A) at least 66 2/3% in aggregate principal amount outstanding of the Tranche B-2 Term Loan, and (B) at least 66 2/3% in aggregate principal amount outstanding of the ABL FILO Term Loan.

g. "***Alternative Transaction***" means any dissolution, winding up, liquidation, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, financing (debt or equity), restructuring, repurchase, refinancing, extension or repayment of a material portion of the Company's funded debt or similar transaction of or by any of the Company Entities, other than the transactions contemplated by and in accordance with this Agreement.

h. "***Avoidance Actions***" means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Debtors or their estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.

i. "***Bankruptcy Code***" means title 11 of the United States Code.

j. "***Bankruptcy Court***" has the meaning set forth in the recitals to this Agreement.

k. "***Business Day***" means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state of New York.

l. "***beneficial ownership***" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, the applicable Claims or Interests or the right to acquire such Claims or Interests.

m. "***Canadian Court***" has the meaning set forth in the recitals to this Agreement.

n. "***Causes of Action***" means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or

character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to Claims or Interests, (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (iv) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any Avoidance Action or state law fraudulent transfer claim.

o. "***CCAA***" has the meaning set forth in the recitals to this Agreement.

p. "***Chapter 11 Cases***" has the meaning set forth in the recitals to this Agreement.

q. "***Claim***" has the meaning ascribed to such term under section 101(5) of the Bankruptcy Code.

r. "***Company***" has the meaning set forth in the recitals to this Agreement.

s. "***Company Entity***" has the meaning set forth in the recitals to this Agreement.

t. "***Company Termination Event***" has the meaning set forth in Section 7.b of this Agreement.

u. "***Confidentiality Agreement***" has the meaning set forth in Section 4.b(iv) of this Agreement.

v. "***Confirmation Date***" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

w. "***Confirmation Order***" means the order of the Bankruptcy Court confirming the Plan in the Chapter 11 Cases, which remains in full force and effect and is not subject to a stay.

x. "***Confirmation Recognition Order***" means an order of the Canadian Court in the Recognition Proceedings recognizing and enforcing in Canada the Confirmation Order in full force and effect

y. "***Consenting Creditors***'" has the meaning set forth in the recitals to this Agreement.

z. ***"Consenting Creditors Group"*** means any of the group of Consenting FILO Lenders or the group of Consenting Term Lenders.

aa. "***Consenting Creditor Termination Event***" has the meaning set forth in Section 7.a of this Agreement.

bb. "***Consenting FILO Lenders***" has the meaning set forth in the recitals to this Agreement.

cc. "***Consenting Term Lenders***" has the meaning set forth in the recitals to this Agreement.

dd. "***Consenting Term Lender Termination Event***" has the meaning set forth in Section 7.a of this Agreement.

ee. "***Crossover Ad Hoc Group***" means the ad hoc group of holders of the Tranche B-2 Term Loan and ABL FILO Term Loan represented by Milbank LLP.

ff. "***Debtors***" means the Company Entities that commence Chapter 11 Cases.

gg. "***Definitive Documents***" has the meaning set forth in Section 2 of this Agreement.

hh. "***DIP ABL FILO Credit Agreement***" means the Amended and Restated ABL Credit Agreement in substantially the form attached hereto as Exhibit C.

ii. "***DIP Credit Agreement***" has the meaning set forth in the recitals to this Agreement.

jj. "***DIP Facility***" has the meaning set forth in the recitals to this Agreement.

kk. "***DIP Motion***" has the meaning set forth in Section 2 of this Agreement.

ll. "***DIP Orders***" means the Interim DIP Order and the Final DIP Order.

mm. "***Disclosure Statement***" means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, as approved or ratified by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code..

nn. "***Disclosure Statement Motion***" means the motion of the Debtors seeking approval of the Disclosure Statement and the Solicitation Materials and allowing the solicitation of votes on the Plan to commence.

oo. "***Disclosure Statement Order***" means the order of the Bankruptcy Court approving the Disclosure Statement in the Chapter 11 Cases, which remains in full force and effect and is not subject to a stay.

pp. "***Effective Date***" means the date on which the Plan becomes effective in accordance with its terms.

qq. "***Executory Contracts and Leases Information***" has the meaning set forth in Section 6.a(xiv).

rr. "***Exit Term Loan Facilities"*** means the term loan facilities on substantially the terms set forth in the Exit Term Loan Facilities Term Sheet.

ss. "***Exit Term Loan Facilities Documents***" has the meaning set forth in Section 2 of this Agreement.

tt. "***Exit Term Loan Facilities Term Sheet***" means the Exit Term Loan Facilities Term Sheet attached as Exhibit I to the DIP Credit Agreement.

uu. "***Exit Revolver/FILO Facility***" means the revolver and term loan facility on substantially the terms set forth in the Exit Revolver/FILO Facility Term Sheet.

vv. "***Exit Revolver/FILO Facility Documents***" has the meaning set forth in Section 2 of this Agreement.

ww. "***Exit Revolver/FILO Facility Term Sheet***" means the Exit Revolver/FILO Facility Term Sheet attached as Exhibit B to the DIP Credit Agreement.

xx. "***Exit Term Sheets***" means the Exit Term Loan Facilities Term Sheet and the Exit Revolver/FILO Facility Term Sheet.

yy. "***FILO Ad Hoc Group***" means the ad hoc group of holders of the ABL FILO Term Loan represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP.

zz. "***FILO Ad Hoc Group Termination Event***" has the meaning set forth in Section 7.b.

aaa. "***FILO Lenders***" means the holders of the ABL FILO Term Loan and/or any roll-up Claims under the DIP ABL FILO Credit Agreement related thereto.

bbb. "***Final DIP Order***" means the final order of the Bankruptcy Court authorizing, among other things, the Debtors to enter into and make borrowings under the DIP Facility on a final basis and granting certain rights, protections, and liens to and for the benefit of the DIP Lenders.

ccc. "***Final DIP Recognition Order***" means an order of the Canadian Court in the Recognition Proceedings recognizing and enforcing in Canada the Final DIP Order in full force and effect.

ddd. "***First and Second Day Pleadings***" means the "first-day" and "second-day" pleadings, motions and applications (excluding retention applications) that the Company determines are necessary to file in the Chapter 11 Cases.

eee. "***GNC***" has the meaning set forth in the recitals to this Agreement.

fff. ***"Initial Recognition Order"*** means an order of the Canadian Court, among other things, recognizing the Chapter 11 Cases as foreign main proceedings under Part IV of the CCAA.

ggg. "***Interest***" means an equity interest.

hhh. "***Interim CCAA Order***" means the order issued by the Canadian Court which provides, among other things, an interim stay against the Company Entities in Canada and have been entered before the "first day" hearing in the Chapter 11 Cases.

iii. "***Interim DIP Order***" means the interim order of the Bankruptcy Court authorizing, among other things, the Debtors to (i) enter into and make borrowings under the DIP Facility on an interim basis and granting certain rights, protections, and liens to and for the benefit of the DIP Lenders, and (ii) enter into the DIP ABL FILO Credit Agreement and granting certain rights, protections, and liens to and for the benefit of the FILO Lenders as provided in the DIP ABL FILO Credit Agreement.

jjj. "**Interim DIP Recognition Order**" means the order issued by the Canadian Court recognizing and enforcing in Canada the Interim DIP Order in full force and effect.

kkk. "***Joinder Agreement***" means the form of joinder agreement attached hereto as Exhibit D.

lll. "***Lenders***" means the lenders party from time to time to the ABL Credit Agreement or the Tranche B-2 Term Loan Credit Agreement.

mmm. "***MIP***" has the meaning set forth in Section 2 of this Agreement.

nnn. "***Mutual Termination Event***" has the meaning set forth in Section 7.d of this Agreement.

ooo. "***New ABL/FILO Facility"*** has the meaning set forth in the Restructuring Term Sheet.

ppp. "***New Common Shares***" has the meaning ascribed to such term in the Restructuring Term Sheet.

qqq. "***New Corporate Governance Documents***" means the form of certificate or articles of incorporation, bylaws, limited liability company agreement, partnership agreement, and such other applicable formation, organizational and governance documents (if any) of the Reorganized Company Entities, the material terms of each of which shall be included in the Plan Supplement.

rrr. "***New Stockholders Agreement***" means that certain shareholders agreement that will govern certain matters related to the governance of the Reorganized Company and the New Common Shares, the material terms of which shall be included in the Plan Supplement.

sss. "***Outside Date***" has the meaning set forth in Section 3 of this Agreement.

ttt. "***Party(ies)***" has the meaning set forth in the recitals to this Agreement.

uuu. "***Permitted Transfer***" has the meaning set forth in Section 4.b of this Agreement.

vvv. "***Permitted Transferee***" has the meaning set forth in Section 4.b of this Agreement.

www. "***Person***" means an individual, firm, corporation (including any non-profit corporation), partnership, limited partnership, limited liability company, joint venture, association, trust, governmental entity, or other entity or organization.

xxx. "***Petition Date***" has the meaning set forth in Section 3.a of this Agreement.

yyy. "***Plan***" has the meaning set forth in the recitals to this Agreement.

zzz. "***Plan Supplement***" means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits, in each case subject to the terms and provisions of the RSA (including any consent rights in favor of the Consenting Creditors) relevant to the implementation of the Plan, to be filed with the Bankruptcy Court, as amended, modified or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the RSA (including any consent rights in favor of the Consenting Creditors), which shall include, but not be limited to (i) the New Corporate Governance Documents, (ii) the number and slate of directors to be appointed to the board of directors of the Reorganized Company to the extent known and determined, including the information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (iii) the MIP, (iv) the Exit Term Loan Facilities Documents, (v) the Exit Revolver/FILO Facility Documents, (vi) a schedule of retained Causes of Action, and (viii) the Schedule of Rejected Contracts.

aaaa. "***Qualified Marketmaker***" has the meaning set forth in Section 4.b(ii) of this Agreement.

bbbb. ***"Recognition Proceedings"*** has the meaning set forth in the recitals to this Agreement.

cccc. "***Reorganized Company***" means the Company as reorganized on the Effective Date in accordance with the Plan.

dddd. "***Representatives***" means, with respect to any Person, such Person's directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, and other representatives.

eeee. "***Required Consenting Term Lenders***" means those Consenting Term Lenders holding at least 50.1% in aggregate principal amount of the Tranche B-2 Term Loan held by Consenting Term Lenders, the approval of which, in the case of a Consenting Term Lender that is part of the Crossover Ad Hoc Group, may be communicated to the Debtors by email from counsel to the Crossover Ad Hoc Group and the Debtors shall be entitled to rely on such email.

ffff. "***Required FILO Ad Hoc Group Members***" means those Consenting FILO Lenders that are members of the FILO Ad Hoc Group holding at least 50.1% in aggregate principal amount of the ABL FILO Term Loans held by Consenting FILO Lenders that are members of the FILO Ad Hoc Group, the approval of which may be communicated to the

Debtors by email from counsel to the FILO Ad Hoc Group, and the Debtors shall be entitled to rely on such email.

gggg. "***Required Consenting Sale Parties***" has the meaning set forth in Section 8.b.

hhhh. "***Restructuring***" has the meaning set forth in the recitals to this Agreement.

iiii. "***Restructuring Term Sheet***" has the meaning set forth in the recitals to this Agreement.

jjjj. "***Revolving Loans***" means advances and all other outstanding Obligations (as defined in the ABL Credit Agreement) under the Revolving Credit Facility (as defined in the ABL Credit Agreement).

kkkk. "***RSA***" has the meaning set forth in the preamble to this Agreement.

llll. ***"Schedule of Rejected Contracts"*** means the schedule of executory contracts and unexpired leases to be rejected by the Debtors pursuant to the Plan, if any, as the same may be amended, modified, or supplemented from time to time.

mmmm. "***Solicitation Materials***" means the Disclosure Statement and the related ballots and solicitation materials.

nnnn. *"**Supplemental Order**"* means an order of the Canadian Court, among other things, granting customary additional relief in the Recognition Proceedings.

oooo. "***Support Period***" means, with respect to any Party, the period commencing on the Agreement Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated by or with respect to such Party in accordance with Section 7 hereof and (ii) the Effective Date.

pppp. "***Termination Events***" has the meaning set forth in Section 7.d of this Agreement.

qqqq. "***Term Lenders***" means the holders of the Tranche B-2 Term Loans.

rrrr. "***Tranche B-2 Term Loan***" means the Tranche B-2 Term Loans (as defined in the Tranche B-2 Term Loan Credit Agreement).

ssss. "***Tranche B-2 Term Loan Claim***" means any Claim on account of the Tranche B-2 Term Loan.

tttt. "***Tranche B-2 Term Loan Credit Agreement***" means 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 as may be further amended, amended and restated, supplemented or otherwise modified from time to time), among GNC Corporation, General Nutrition Centers, Inc., as borrower, the lenders and agents parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent.

uuuu. "***Transfer***" has the meaning set forth in Section 4.b of this Agreement.

vvvv. "***Unsecured Notes***" means the convertible notes issued pursuant to that certain Indenture, dated as of August 10, 2015, among GNC Holdings, the other subsidiaries party thereto and The Bank of New York Mellon Trust Company, N.A. as trustee.

2. Definitive Documents.

The definitive documents, including any amendments, supplements or modifications thereof approved in accordance with the terms of this Agreement, (the "***Definitive Documents***") with respect to the Restructuring are (as applicable): (a) the Plan; (b) the Plan Supplement; (c) the Disclosure Statement; (d) the Disclosure Statement Motion, the Solicitation Materials and the Disclosure Statement Order; (e) the Confirmation Order and Confirmation Recognition Order; (f) the motion seeking approval of the Company's incurrence of postpetition debt financing (the "***DIP Motion***"), the DIP Credit Agreement, and the DIP ABL FILO Credit Agreement; (g) the DIP Orders; (h) the definitive documentation with respect to the management incentive plan of the Company (the "***MIP***") and any other documents or agreements related to any management incentive or retention programs, including any management employment agreements; (i) the agreements with respect to the Exit Term Loan Facilities, and any agreements, commitment letters, documents, or instruments related thereto (the "***Exit Term Loan Facilities Documents***"); (j) the agreements with respect to the Exit Revolver/FILO Facility, and any agreements, commitment letters, documents, or instruments related thereto (the "***Exit Revolver/FILO Loan Facility Documents***"); (k) the New Corporate Governance Documents and the New Stockholders Agreement; (l) the First and Second Day Pleadings, all interim and final orders sought pursuant thereto, the Interim Recognition Order, the Supplemental Order and the Interim CAA Order; (m) to the extent not provided for in the business plan provided to the Consenting Creditors prior to the Agreement Effective Date, any and all material motions filed on or after the Petition Date to assume, reject or assume and assign an executory contract or unexpired lease of the Company and the order or orders of the Bankruptcy Court approving such motions (except for such motions already included in the First and Second Day Pleadings, which have already been approved, and any order of the Bankruptcy Court approving the same), (n) any and all other material agreements, documents, motions, pleadings and orders reasonably necessary or desirable to effectuate the Restructuring or that is contemplated by the Plan, including without limitation any materials, motions, orders or reports filed or sought, as applicable, in the Recognition Proceedings with respect to the foregoing, and (o) in the case of each of the foregoing clauses (a) through (n), all material exhibits, appendices, and supplements thereto. Each Definitive Document, including all exhibits, annexes, schedules, amendments and supplements relating to such Definitive Documents, shall be consistent with this Agreement and otherwise in form and substance acceptable to the Company and the Required Consenting Term Lenders; *provided*, that the following shall also be subject to the approval of the Required FILO Ad Hoc Group Members, such approval not to be unreasonably withheld, delayed or conditioned: (1) the terms of the Exit Revolver/FILO Loan Facility Documents except for terms set forth in the Exit Revolver/FILO Facility Term Sheet; (2) the terms of the Interim DIP Order and Interim DIP Recognition Order (in each case to the extent relating to the DIP ABL FILO Credit Agreement), the Final DIP Order and Final DIP Recognition Order (in each case to the extent relating to the DIP ABL FILO Credit Agreement), and the DIP ABL FILO Credit Agreement, including any amendment, modification, waiver, forbearance, or supplement thereto,

in each case except for (x) terms set forth in the DIP ABL FILO Credit Agreement exhibit to the RSA and (y) terms that are not adverse to the FILO Lenders; and (3) each of the material terms of all other Definitive Documents (other than the Definitive Documents referred to in clauses (h) and (k) of his Section 2), including any amendment, modification, or supplement thereto, that both (x) is not expressly set forth in this Agreement and (y) would reasonably be expected to adversely affect the recoveries, rights, or obligations of the holders of ABL FILO Term Loan Claims.

3. Milestones.

During the Support Period, the Company shall use commercially reasonable efforts to implement the Restructuring in accordance with the following milestones (the "***Milestones***"), as applicable:

a. no later than 11:59 p.m. (prevailing Eastern Time) on June 21, 2020, the Company Entities shall have commenced the Chapter 11 Cases in the Bankruptcy Court (the "***Petition Date***");

b. as soon as reasonably practicable after the Petition Date, but in no event later than the date that is two (2) Business Days after the Petition Date, the Canadian Court shall have entered the Interim CCAA Order;

c. on the Petition Date, the Debtors shall file with the Bankruptcy Court the DIP Motion (including the proposed Interim DIP Order);

d. as soon as reasonably practicable, but in no event later than the date that is three (3) Business Days after commencement of the "first day" hearing in the Chapter 11 Cases, the Canadian Court shall have entered the Initial Recognition Order and Supplemental Order;

e. as soon as reasonably practicable, but in no event later than the date that is seven (7) calendar days after the Petition Date, the Company shall file with the Bankruptcy Court the Plan and the Disclosure Statement;

f. as soon as reasonably practicable, but in no event later than the date that is ten (10) Business Days after the Petition Date, the Debtors shall file with the Bankruptcy Court the Disclosure Statement Motion;

g. as soon as reasonably practicable, but in no event later than the date that is seven (7) calendar days after the Petition Date, the Company shall have (i) repaid in full the Revolving Loans and (ii) executed and delivered the DIP ABL FILO Credit Agreement;

h. as soon as reasonably practicable, but in no event later than the date that is three (3) Business Days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order;

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

j. as soon as reasonably practicable, but in no event later than the date that is thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order;

k. 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;

l. as soon as reasonably practicable, but in no event later than the date that is forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered a Disclosure Statement Order;

m. 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;

n. 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 a the Confirmation Recognition Order; and

o. 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 (the "***Outside Date***");

provided, however, in each case, the dates set forth above may be extended or waived (with email from counsel being sufficient to evidence the same) with the consent of the Required Consenting Term Lenders; provided, further, any amendment, modification, extension, or waiver of the dates set forth in Sections 3(c), 3(g) – (k), and 3(o) (but in the case of Section 3(n), with respect to a waiver of the Outside Date or an extension of the Outside Date beyond the date that is 170 calendar days after the Petition Date) shall also require the consent of the Required FILO Ad Hoc Group Members.

4. Agreements of the Consenting Creditors.

a. Restructuring Support. During the Support Period, subject to the terms and conditions hereof, each Consenting Creditor agrees, severally and not jointly, that it shall:

(i) negotiate in good faith with the Company, its Representatives, and other Consenting Creditors and their respective Representatives, and use commercially reasonable efforts to execute, perform its obligations under and consummate the transactions contemplated by, the Definitive Documents to which it is or will be a party or for which its approval or consent is required;

(ii) support and not object to the Plan, including the other transactions contemplated by this Agreement, the Restructuring Term Sheet, the DIP Credit Agreement, the Exit Term Sheets and the Definitive Documents, and use commercially reasonable efforts to take any reasonable action necessary or reasonably requested by the Company in a timely manner to

effectuate the Plan and the transactions contemplated by this Agreement, the Restructuring Term Sheet, the DIP Credit Agreement, the Exit Term Sheets, and the Definitive Documents, in a manner consistent with this Agreement, including the timelines set forth herein;

(iii) not, directly or indirectly, seek, solicit, support, encourage, propose, assist, consent to, vote for, or enter or participate in any discussions or any agreement with any non-Party regarding, any Alternative Transaction; *provided,* that nothing in this clause (iii) shall affect any rights, if any, of the Consenting Creditors set forth in Section 10;

(iv) support and not object to the DIP Motion and entry of the DIP Orders in accordance with this Agreement;

(v) support and not object to entry of the Disclosure Statement Order and the Confirmation Order in accordance with this Agreement;

(vi) not, directly or indirectly, or encourage any other Person to, directly or indirectly, (A) object to, delay, postpone, challenge, oppose, impede, or take any other action or any inaction to interfere with or delay the acceptance, implementation, or consummation of the Plan and the transactions contemplated in this Agreement (including the DIP Facility) on the terms set forth in this Agreement, the Restructuring Term Sheet, the DIP Term Sheet, and any applicable Definitive Document, including commencing or joining with any Person in commencing any litigation or involuntary case for relief under the Bankruptcy Code against any Company Entity or any subsidiary thereof; (B) solicit, negotiate, propose, file, support, enter into, consummate, file with the Bankruptcy Court, vote for, or otherwise knowingly take any other action in furtherance of any restructuring, workout, plan of arrangement, or plan of reorganization for the Company that is materially inconsistent with this Agreement; (C) exercise any right or remedy for the enforcement, collection, or recovery of any claim against the Company or any direct or indirect subsidiaries of the Company that do not file for chapter 11 relief under the Bankruptcy Code, except in a manner consistent with this Agreement or (D) object to or oppose, or support any other Person's efforts to object to or oppose, any motions filed by the Company that are consistent with this Agreement;

(vii) subject to the receipt of the Disclosure Statement (and the other Solicitation Materials) in accordance with the Disclosure Statement Order, (A) timely vote or cause to be voted any Claims it holds to accept the Plan (to the extent permitted to vote) by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Plan on a timely basis following commencement of the solicitation of acceptances of the Plan in accordance with sections 1125(g) and 1126 of the Bankruptcy Code; (B) except as set forth in this Agreement, not change or withdraw such vote or the elections described below (or cause or direct such vote or elections to be changed or withdrawn) during the Support Period; *provided, however*, that nothing in this Agreement shall prevent any Party from changing, withholding, amending, or revoking (or causing the same) its timely election or vote with respect to the Plan if this Agreement has been duly terminated with respect to such Party; and (C) to the extent it is permitted to elect whether to opt into or opt out of the releases set forth in the Plan, elect to opt into or not elect to opt out of the releases, as applicable, set forth in the Plan by timely delivering its duly executed and completed ballot or ballots indicating such election;

(viii) not direct JPMorgan Chase Bank, N.A. (in its capacity as administrative agent under the ABL Credit Agreement and Tranche B-2 Term Loan Credit Agreement) to take any action inconsistent with such Consenting Creditor's obligations under this Agreement, and, if such administrative agent takes any action inconsistent with such Consenting Creditor's obligations under this Agreement, such Consenting Creditor shall use its commercially reasonable efforts (which shall exclude the provision of any indemnity) to request that such administrative agent cease and refrain from taking any such action;

(ix) to the extent any legal or structural impediment arises that would prevent, hinder or delay the consummation of the Plan, negotiate with the Consenting Creditors and the Debtors in good faith appropriate additional or alternative provisions to address any such impediment; and

(x) in the case of a holder of Claims under the ABL FILO Term Loan, effective as of the repayment in full the Revolving Loans, execute and deliver the DIP ABL FILO Credit Agreement.

b. Transfers.

(i) During the Support Period, each Consenting Creditor agrees, solely with respect to itself, that it shall not sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, donate, permit the participation in, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions) (each, a "***Transfer***") any ownership (including any beneficial ownership) interest in its Claims against any Company Entity, or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in such Claims into a voting trust or by entering into a voting agreement with respect to such Claims), unless (1) the intended transferee is another Consenting Creditor, (2) as of the date of such Transfer, the Consenting Creditor controls such transferee, or (3) the intended transferee executes and delivers to counsel to the Company an executed Joinder Agreement before such Transfer is effective (it being understood that any Transfer shall not be effective as against the Company until notification of such Transfer and a copy of the executed Joinder Agreement (if applicable) is received by counsel to the Company) (each such transfer, a "***Permitted Transfer***" and such party to such Permitted Transfer, a "***Permitted Transferee***"). Upon satisfaction of the foregoing requirements in this Section 4.b and any transfer restrictions set forth in the DIP Credit Agreement, (i) the Permitted Transferee shall be deemed to be a Consenting Creditor hereunder to the same extent as such Permitted Transferee's transferor (it being understood that, for purposes of the foregoing, to the extent the Claims transferred to the Permitted Transferee were transferred by a Qualified Marketmaker (as defined below), the transferor shall be deemed to be the Consenting Party that last held such Claims prior to the Qualified Marketmaker), and, for the avoidance of doubt, a Permitted Transferee is bound as a Consenting Creditor under this Agreement with respect to any and all Claims against, in, any of the Company Entities, whether held at the time such Permitted Transferee becomes a Party or later acquired by such Permitted Transferee, and each Permitted Transferee is deemed to make all of the representations and warranties of a Consenting Creditor set forth in this Agreement, and (ii) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations.

(ii) Notwithstanding anything to the contrary herein, a Consenting Creditor may Transfer any ownership in its Claims against any Company Entity, or any option thereon or any right or interest therein, to a Qualified Marketmaker that acquires Claims against any Company Entity with the purpose and intent of acting as a Qualified Marketmaker for such Claims, and such Qualified Marketmaker shall not be required to execute and deliver to counsel to any Party a Joinder Agreement in respect of such Claims if (A) such Qualified Marketmaker subsequently Transfers such Claims within ten (10) Business Days of its acquisition to an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor of such Qualified Marketmaker, (B) the transferee otherwise is a Permitted Transferee, and (C) the Transfer otherwise is a Permitted Transfer. To the extent that a Consenting Creditor is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title, or interest in any Claims against any Company Entity that such Consenting Creditor acquires in its capacity as a Qualified Marketmaker from a holder of such Claims who is not a Consenting Creditor without regard to the requirements set forth in Section 4.b hereof. As used herein, the term "***Qualified Marketmaker***" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company Entities (or enter with customers into long and short positions in claims against the Company Entities), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

(iii) This Agreement shall in no way be construed to preclude the Consenting Creditors from acquiring additional Claims against in any Company Entity; *provided*, that (A) if any Consenting Creditor acquires additional Claims against any Company Entity during the Support Period, such Consenting Creditor shall report its updated holdings to the legal advisor to the Ad Hoc Group of which it is part and the Company within five (5) Business Days of such acquisition, which notice may be deemed to be provided by the filing of a statement with the Bankruptcy Court as required by Rule 2019 of the Federal Rules of Bankruptcy Procedures, including revised holdings information for such Consenting Creditor, and (B) any acquired Claims shall automatically and immediately upon acquisition by a Consenting Creditor be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given).

(iv) This Section 4.b shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Creditor to Transfer any Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a "cleansing letter" or other public disclosure of information (each such executed agreement, a "***Confidentiality Agreement***"), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

(v) Any Transfer made in violation of this Section 4.b shall be void *ab initio*.

(vi) Notwithstanding anything to the contrary in this Section 4, the restrictions on Transfer set forth in this Section 4.b shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

c. Ad Hoc Group Composition. At the Company's request, which shall not be more frequent than once per month during the Support Period, counsel to each Ad Hoc Group shall provide counsel to the Company with a list of each member of such Ad Hoc Group and such member's holdings of Tranche B-2 Term Loans, ABL FILO Term Loans and Revolving Credit Facility Exposure (if any).

5. Additional Provisions Regarding Consenting Creditor Commitments.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

a. be construed to prohibit any Consenting Creditor from appearing as a party-in-interest in any matter arising in the Chapter 11 Cases;

b. be construed to prohibit any Consenting Creditor from enforcing any right, remedy, condition, consent, or approval requirement under this Agreement or any Definitive Documents;

c. affect the ability of any Consenting Creditor to consult with any other Consenting Creditor, the Company Entities, or any other party in interest in the Chapter 11 Cases (including any official committee or the United States Trustee) so as long as such consultation and any communications in connection therewith are not materially inconsistent with this Agreement and are not for the purpose of delaying, interfering, impeding, or taking any other action to delay, interfere, or impede, directly or indirectly, the Restructuring;

d. impair or waive the rights of any Consenting Creditor to assert or raise any objection permitted under this Agreement in connection with the Restructuring;

e. prevent any Consenting Creditor from enforcing this Agreement or any other Definitive Document (to the extent it has rights thereunder), or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, such documents;

f. prohibit any Consenting Creditor from withdrawing its vote to support the Plan from and after a Termination Event as to such Consenting Creditor (other than a Termination Event as a result of the occurrence of the Effective Date); or

g. prevent any Consenting Creditor from taking any customary perfection step or other action as is necessary to preserve or defend the validity or existence of its Claims in the Company (including the filing of proofs of claim);

provided that, in each case, any such action is not inconsistent with such Consenting Creditor's obligations hereunder. The Parties agree that upon a Termination Event as to a Consenting

Creditor (other than a Termination Event as a result of the occurrence of the Effective Date), such Consenting Creditor's vote on the Plan shall automatically be deemed void *ab initio*.

6. Agreements of the Company.

a. Restructuring Support. During the Support Period, subject to the terms and conditions hereof (including Section 10 hereof), the Company shall, and shall cause each of its direct and indirect subsidiaries to:

(i) implement the Restructuring in accordance with the terms and conditions set forth herein;

(ii) implement and consummate the Plan in a timely manner and take any and all commercially reasonable and appropriate actions in furtherance of the Plan, as contemplated under this Agreement;

(iii) upon reasonable request, inform the legal and financial advisors to the Crossover Ad Hoc Group as to: (A) the material business and financial (including liquidity) performance of the Company Entities; (B) the status and progress of the Restructuring, including the negotiations of the Definitive Documents; and (C) the status of obtaining any necessary or desirable authorizations (including consents) from each Consenting Creditor, any competent judicial body, governmental authority, banking, taxation, supervisory, or regulatory body or any stock exchange;

(iv) (A) support and take all commercially reasonable actions necessary and appropriate, including those actions reasonably requested by the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members to facilitate the solicitation, confirmation, and consummation of the Plan and the transactions contemplated thereby in accordance with this Agreement within the timeframes contemplated herein, (B) not take any action directly or indirectly that is materially inconsistent with, or is intended to, or that would reasonably be expected to prevent, interfere with, delay, or impede, the confirmation and consummation of the Plan, any Definitive Document or the Restructuring, (C) not, nor encourage any other person to, take any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal, or take any other negative action, directly or indirectly, to interfere with the acceptance or implementation of the Plan, any Definitive Document or the Restructuring, and (D) use commercially reasonable efforts to obtain orders of the Bankruptcy Court approving the Disclosure Statement and confirming the Plan within the timeframes contemplated herein;

(v) maintain good standing, to the extent such concept exists in the relevant jurisdiction, under the laws of the state or other jurisdiction in which each Company Entity or subsidiary is incorporated or organized;

(vi) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring contemplated herein, support and take all steps reasonably necessary and desirable to address any such impediment;

(vii) to the extent feasible and reasonably practicable, provide to counsel to the Ad Hoc Groups draft copies of all Definitive Documents and all material other pleadings, motions, declarations, supporting exhibits and proposed orders and any other document that the Company intends to file with the Bankruptcy Court and Canadian Court at least three (3) calendar days prior to the date when the Company intends to file or execute such documents and consult in good faith with such counsel regarding the form and substance of such documents;

(viii) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (A) directing the appointment of an examiner (other than an independent fee examiner) (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (B) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Cases, (D) modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan reorganization, or (E) that (1) is inconsistent with this Agreement in any material respect, or (2) would, or would reasonably be expected to, frustrate the purposes of this Agreement, including by preventing the consummation of the Restructuring;

(ix) support and take all actions as are reasonably necessary and appropriate to obtain any and all required regulatory and/or third-party approvals to consummate the Transactions; actively oppose and object to the efforts of any person seeking to object to, delay, impede, or take any other action to interfere with the acceptance, implementation, or consummation of the Restructuring (including, if applicable, the filing of timely filed objections or written responses) to the extent such opposition or objection is reasonably necessary to facilitate implementation of the Restructuring;

(x) consult and negotiate in good faith with the Consenting Creditors and the Representatives of Consenting Creditors regarding the execution of Definitive Documents and the implementation of the Restructuring;

(xi) provide prompt written notice to the counsel to the Ad Hoc Groups between the date hereof and the Effective Date (A) of the occurrence of a Termination Event; or (B) if any person has challenged the validity or priority of, or has sought to avoid, any lien securing the Tranche B-2 Term Loan or the ABL FILO Term Loan pursuant to a pleading filed with the Bankruptcy Court;

(xii) inform the Consenting Creditors reasonably promptly after becoming aware of: (i) any matter or circumstance which it knows, or believes is likely, to be a material impediment to the implementation or consummation of the Restructuring; (ii) any notice of any commencement of any material involuntary insolvency proceedings, legal suit for payment of debt or securement of security from or by any person in respect of any Company Entity; (iii) a material breach of this Agreement (including a breach by any Company Entity); and (iv) any representation or statement made or deemed to be made by them under this Agreement which is or proves to have been incorrect or misleading in any material respect when made or deemed to be made;

(xiii) use commercially reasonable efforts to seek additional support for the Restructuring from their other material stakeholders to the extent the Company deems reasonably prudent;

(xiv) (A) consult in good faith with the legal and financial advisors to the Ad Hoc Groups on the Debtors' lease assumption and rejection strategy, including with respect to negotiations on the rejection, modification, or assumption of leases, which strategy shall be reasonably acceptable to the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members; (B) consult in good faith with the legal and financial advisors to the Ad Hoc Groups prior to the Debtors' entry into or termination or modification of any material operational contracts or other arrangements (including, without limitation, franchise agreements and material supplier agreements), which entry into, termination or modification shall be reasonably acceptable to the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members; (C) identify in writing to the legal and financial advisors to the Ad Hoc Groups the contracts and leases proposed to be assumed, assumed and assigned, or rejected by motion to the Bankruptcy Court or pursuant to the Plan at least ten (10) Business Days prior to filing such motion or the Plan Supplement, as the case may be (the "***Executory Contracts and Leases Information***"), which Executory Contracts and Leases Information shall be reasonably acceptable to the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members; and (D) make relevant personnel or advisors reasonably available during business hours to provide assistance to the legal and financial advisors to the Ad Hoc Groups the review of any such executory contracts and leases identified in the Executory Contracts and Leases Information;

(xv) not adopt any new executive compensation or retention plans, approve or pay any executive bonuses, incentive payments, or retention payments, regardless of whether such executive bonuses, incentive payments, or retention payments have been approved by the Bankruptcy Court, or terminate any employees that would give rise to material contractual severance obligations, without prior consultation with the Required Consenting Term Lenders; and

(xvi) promptly after becoming aware thereof, notify counsel to the Ad Hoc Groups in writing of any breach of its obligations under this Agreement and any breach of this Agreement by any other Party;

b. Negative Covenants. The Company agrees that, for the duration of the Support Period, the Company shall not:

(i) take any action materially inconsistent with, or omit to take any action required by, this Agreement, the Plan (if applicable), or any of the other Definitive Documents;

(ii) object to, delay, impede, or take any other action or inaction that could reasonably be expected to interfere with or prevent acceptance, approval, implementation, or consummation of the Restructuring, including making, supporting, or not objecting to, any filings with the Bankruptcy Court, any agency, or any regulatory agency, including the Securities and Exchange Commission or the Internal Revenue Service, or by entering into any agreement or

making or supporting any filing, press release, press report, or comparable public statement, with respect to any proposal other than the Restructuring;

(iii) take any action that is inconsistent in any material respect with, or is intended or could reasonably be expected to frustrate or impede approval, implementation and consummation of the Restructuring;

(iv) modify the Plan, in whole or in part other than in accordance with Section 2;

(v) file any pleading, motion, declaration, supporting exhibit or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, the Plan, or other Definitive Documents, or that could reasonably be expected to frustrate or impede confirmation of the Plan or implementation and consummation of the Restructuring Transactions, is inconsistent with the Restructuring Term Sheet or DIP Term Sheet, or which is otherwise in substance not satisfactory to the Required Consenting Term Lenders and, to the extent such approval is required by Section 2, the Required FILO Ad Hoc Group Members;

(vi) take, or fail to take, any action that would cause a change to the tax status of any Company Entity; or

(vii) engage in any merger, consolidation, material disposition, material acquisition, investment, dividend, incurrence of indebtedness or other similar transaction outside of the ordinary course of business other than the transactions contemplated herein.

c. ABL Credit Agreement. Not later than seven (7) calendar days following the Petition Date, (i) repay in full the Revolving Loans and (ii) execute and deliver the DIP ABL FILO Credit Agreement.

7. Termination of Agreement.

a. Consenting Term Lender Termination Events. This Agreement may be terminated with respect to the Consenting Term Lenders by the Required Consenting Term Lenders by the delivery to the Company and counsel to the FILO Ad Hoc Group of a written notice in accordance with Section 22 hereof upon the occurrence and continuation of any of the following events (each, a "***Consenting Term Lender Termination Event***"):

(i) the breach by any Company Entity of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such breaching Company Entity set forth in this Agreement, in each case, in any material respect and which breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from the Required Consenting Term Lenders, as applicable, pursuant to Section 22 hereof;

(ii) any representation or warranty in this Agreement made by any Company Entity shall have been untrue in any material respect when made, and such breach

remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from the Required Consenting Term Lenders, as applicable, pursuant to Section 22 hereof;

(iii) the breach in any material respect by any Consenting Creditor, of any of the representations, warranties, or covenants of any such parties set forth in any Definitive Document, which remains uncured for five (5) Business Days after the Company's receipt of notice from the Required Consenting Term Lenders, as applicable, pursuant to Section 22 hereof;

(iv) any Company Entity files any motion, pleading, or related document with the Bankruptcy Court or Canadian Court, or otherwise makes a public disclosure that is materially inconsistent with this Agreement, the Restructuring Term Sheet, the DIP Term Sheet, or the Definitive Documents and such motion, pleading, related document or public disclosure has not been withdrawn within five (5) Business Days after the Company receives written notice from the Required Consenting Term Lenders, as applicable, in accordance with Section 22 that such motion, pleading, related document or public disclosure is materially inconsistent with this Agreement;

(v) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of any material portion of the Restructuring or rendering illegal the Plan or any material portion thereof, and either (A) such ruling, judgment, or order has been issued at the request of or with the acquiescence of any Company Entity, or (B) in all other circumstances, such ruling, judgment, or order has not been reversed or vacated within ten (10) calendar days after such issuance; *provided* that this termination right may not be exercised by any Consenting Creditors Group if a Consenting Creditor who is a member of such Consenting Creditors Group sought or requested such ruling or order in contravention of any obligation set forth in this Agreement;

(vi) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner (other than an independent fee examiner) with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) the effect of which would render the Plan incapable of consummation on the terms set forth in this Agreement;

(vii) any Company Entity files or supports (or fails to timely object to) another Person in filing (A) a motion or pleading challenging the amount, validity, or priority of any Claims held by any Consenting Term Lender against the Company, (B) any plan of reorganization, liquidation, dissolution, administration, moratorium, receivership, winding up, bankruptcy, or sale of all or substantially all of the Company's assets other than the Plan, (C) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against any of the Consenting Term Lenders, or (D) takes any corporate action for the purpose of authorizing any of the foregoing, which event remains uncured for a period of five (5) Business Days following the Company's receipt of notice from the Required Consenting Term Lenders or counsel to the Crossover Ad Hoc Group pursuant to Section 22 hereof;

(viii) any Company Entity (A) applies for or consents to the appointment of a receiver, monitor, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to any Company Entity or for a substantial part of such Company Entity's assets, (B) makes a general assignment or arrangement for the benefit of creditors, or (C) takes any corporate action for the purpose of authorizing any of the foregoing;

(ix) the Bankruptcy Court enters an order providing relief against any Consenting Term Lender with respect to any of the causes of action or proceedings specified in Section 7.a(vii)(A) or (C);

(x) (A) any Definitive Document filed by the Company or any Consenting Creditor, or any related order entered by the Bankruptcy Court, in the Chapter 11 Cases, or by the Canadian Court in the Recognition Proceeding, is inconsistent with the terms and conditions set forth in this Agreement or is otherwise not in accordance with this Agreement in any material respect, or (B) any of the terms or conditions of any of the Definitive Documents is waived, amended, supplemented, or otherwise modified without the prior written consent of the Required Consenting Term Lenders, in each case, which remains uncured for five (5) Business Days after the receipt by the Company of written notice from the Required Consenting Term Lenders pursuant to Section 22 hereof;

(xi) any of the Milestones have not been achieved, extended, or waived after the required date for achieving such Milestone, unless such failure is the result of any act, omission or delay on the part of a Consenting Creditor who is a member of the applicable terminating Consenting Creditors Group in violation of its obligations under this Agreement (in which case this Consenting Creditors Termination Event shall not be available as a basis for termination of this Agreement to members of such Consenting Creditors Group);

(xii) any termination of the DIP Facility or acceleration of the obligations under the DIP Facility;

(xiii) the Debtors enter into any commitment or agreement to receive or obtain debtor in possession financing, cash collateral usage, exit financing and/or other financing arrangements, other than as expressly contemplated in the DIP Facility;

(xiv) the Debtors' use of cash collateral or the DIP Facility has been validly terminated (or, in the case of the DIP Facility, accelerated) in accordance with the DIP Orders and the DIP Facility;

(xv) the Bankruptcy Court denies entry of the Confirmation Order and such order denying confirmation remains in effect for three (3) Business Days after entry of such order, or the Confirmation Order, the Disclosure Statement Order or any of the orders approving the Definitive Documents are reversed, dismissed, stayed, vacated, reconsidered, modified or amended without the consent of the Required Consenting Term Lenders;

(xvi) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(xvii) the Company Entities (i) withdraw the Plan, (ii) publicly announce their intention not to support the Restructuring, (iii) provide notice to counsel to the Ad Hoc Groups pursuant to Section 10, or (iv) publicly announce, or execute a definitive written agreement with respect, to an Alternative Transaction.

b. FILO Ad Hoc Group Termination Events. This Agreement may be terminated with respect to the members of the FILO Ad Hoc Group by the Required FILO Ad Hoc Group Members by the delivery to the Company and counsel to the Crossover Ad Hoc Group of a written notice in accordance with Section 22 hereof upon the occurrence and continuation of any of the following events (each, a "***FILO Ad Hoc Group Termination Event***"):

(i) the breach by any Company Entity of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such breaching Company Entity set forth in this Agreement, in each case, in any material respect and which breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from the Required FILO Ad Hoc Group Members, as applicable, pursuant to Section 22 hereof;

(ii) any representation or warranty in this Agreement made by any Company Entity shall have been untrue in any material respect when made, and such breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from the Required FILO Ad Hoc Group Members, as applicable, pursuant to Section 22 hereof;

(iii) the breach in any material respect by any Consenting Creditor, of any of the representations, warranties, or covenants of any such parties set forth in any Definitive Document, which remains uncured for five (5) Business Days after the Company's receipt of notice from the Required FILO Ad Hoc Group Members, as applicable, pursuant to Section 22 hereof;

(iv) any Company Entity files any motion, pleading, or related document with the Bankruptcy Court or otherwise makes a public disclosure that is materially inconsistent with this Agreement, the Restructuring Term Sheet, the DIP Term Sheet, or the Definitive Documents (in each case as modified in accordance with Section 2) and such motion, pleading, related document or other public disclosure has not been withdrawn within five (5) Business Days after the Company receives written notice from the Required FILO Ad Hoc Group Members, as applicable, in accordance with Section 22 that such motion, pleading, related document or public disclosure is materially inconsistent with this Agreement;

(v) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of any material portion of the Restructuring or rendering illegal the Plan or any material portion thereof, and either (A)such ruling, judgment, or order has been issued at the request of or with the acquiescence of any Company Entity, or (B) in all other circumstances, such ruling, judgment, or order has not been reversed or vacated within ten (10) calendar days after such issuance; *provided* that this termination right may not be exercised by

the members of the FILO Ad Hoc Group if a Consenting FILO Lender who is a member of the FILO Ad Hoc Group sought or requested such ruling or order in contravention of any obligation set forth in this Agreement;

(vi) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner (other than an independent fee examiner) with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) the effect of which would render the Plan incapable of consummation on the terms set forth in this Agreement;

(vii) any Company Entity files or supports (or fails to timely object to) another Person in filing (A) a motion or pleading challenging the amount, validity, or priority of any Claims held by any Consenting FILO Lender against the Company, (B) any plan of reorganization, liquidation, dissolution, administration, moratorium, receivership, winding up, bankruptcy, or sale of all or substantially all of the Company's assets other than the Plan, (C) a motion or pleading asserting (or seeking standing to assert) any purported claims or causes of action against any of the Consenting FILO Lenders, or (D) takes any corporate action for the purpose of authorizing any of the foregoing, which event remains uncured for a period of five (5) Business Days following the Company's receipt of notice from the Required FILO Ad Hoc Group Members or counsel to the Required FILO Ad Hoc Group Members pursuant to Section 22 hereof;

(viii) any Company Entity (A) applies for or consents to the appointment of a receiver, monitor, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to any Company Entity or for a substantial part of such Company Entity's assets, (B) makes a general assignment or arrangement for the benefit of creditors, or (C) takes any corporate action for the purpose of authorizing any of the foregoing;

(ix) the Bankruptcy Court enters an order providing relief against any Required FILO Ad Hoc Group Member with respect to any of the causes of action or proceedings specified in Section 7.b(vii)(A) or (C);

(x) (A) any Definitive Document filed by the Company or any Consenting Creditor, or any related order entered by the Bankruptcy Court, in the Chapter 11 Cases, or Canadian Court in the Recognition Proceedings, is inconsistent with the terms and conditions set forth in this Agreement or is otherwise not in accordance with this Agreement in any material respect, or (B) any of the terms or conditions of any of the Definitive Documents is waived, amended, supplemented, or otherwise modified without the prior written consent of the Required FILO Ad Hoc Group Members, in each case, which remains uncured for five (5) Business Days after the receipt by the Company of written notice from the Required FILO Ad Hoc Group Members pursuant to Section 22 hereof;

(xi) any of the Milestones have not been achieved, extended, or waived after the required date for achieving such Milestone, unless such failure is the result of any act, omission or delay on the part of a Consenting Creditor who is a member of the applicable terminating Consenting Creditors Group in violation of its obligations under this Agreement (in

which case this Consenting Creditors Termination Event shall not be available as a basis for termination of this Agreement to members of such Consenting Creditors Group);

(xii) any termination of the DIP Facility or DIP ABL FILO Credit Agreement or acceleration of the obligations under the DIP Facility or DIP ABL FILO Credit Agreement;

(xiii) the Debtors enter into any commitment or agreement to receive or obtain debtor in possession financing, cash collateral usage, exit financing and/or other financing arrangements, other than as expressly contemplated in the DIP Facility or DIP ABL FILO Credit Agreement;

(xiv) the Debtors' use of cash collateral or the DIP Facility or DIP ABL FILO Credit Agreement has been validly terminated (or, in the case of the DIP Facility, accelerated) in accordance with the DIP Orders and the DIP Facility or DIP ABL FILO Credit Agreement;

(xv) the Bankruptcy Court denies entry of the Confirmation Order, or the Confirmation Order or any of the orders approving the Definitive Documents that are subject to the Required FILO Ad Hoc Group Members' consent rights pursuant to Section 2 of this Agreement are reversed, dismissed, stayed, vacated, reconsidered, modified or amended without the consent of the Required FILO Ad Hoc Group Members;

(xvi) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(xvii) the Company Entities (i) withdraw the Plan, (ii) publicly announce their intention not to support the Restructuring, (iii) provide notice to counsel to the Ad Hoc Groups pursuant to Section 10, or (iv) publicly announce, or execute a definitive written agreement with respect to, an Alternative Transaction.

c. Company Termination Events. This Agreement may be terminated by the Company by the delivery to the Consenting Creditors (or counsel on their behalf) of a written notice in accordance with Section 22 hereof, upon the occurrence and continuation of any of the following events (each, a "***Company Termination Event***"), provided, that the Company is not in breach in any material respect at such time of any of its obligations set forth in this Agreement:

(i) the breach in any material respect by one or more of the Consenting Creditors of any of the representations, warranties, or covenants of such Consenting Creditor(s) set forth in this Agreement, which breach remains uncured for a period of ten (10) Business Days after the receipt by the applicable Consenting Creditor from the Company of written notice of such breach, which written notice will set forth in reasonable detail the alleged breach;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Plan or any material portion thereof, and either (A) such ruling, judgment, or order has been issued at the request of (or agreement by) a

Consenting Creditor, or (B) in all other circumstances, such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance; *provided* that this termination right may not be exercised by the Company if any Company Entity sought or requested such ruling or order in contravention of any obligation set forth in this Agreement;

(iii) the failure of the Consenting Creditors to hold (A) at least 66 2/3% in aggregate principal amount outstanding of the Tranche B-2 Term Loan, and (B) at least 66 2/3% in aggregate principal amount outstanding of the ABL FILO Term Loan;

(iv) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner (other than an independent fee examiner) with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) the effect of which would render the Plan incapable of consummation on the terms set forth in this Agreement;

(v) the board of directors or managers or similar governing body, as applicable, of any Company Entity determines (after consulting with counsel) (A) that continued performance under this Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law or (B) in the exercise of its fiduciary duties to pursue an Alternative Transaction;

(vi) the Bankruptcy Court denies entry of the Confirmation Order and such order remains in effect for three (3) Business Days after entry of such order, or the Confirmation Order, the Disclosure Statement Order or any of the orders approving the Definitive Documents are reversed, dismissed, stayed, vacated, reconsidered, modified or amended; or

(vii) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable.

d. Mutual Termination. This Agreement may be terminated in writing by mutual agreement of the Company Entities, the Required FILO Ad Hoc Group Members and the Required Consenting Term Lenders (a "***Mutual Termination Event***").

e. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice upon the occurrence of the Effective Date (collectively with the Consenting Term Lender Termination Events, the Consenting FILO Lender Termination Events, the Company Termination Events, and the Mutual Termination Event, the "***Termination Events***").

f. Effect of Termination. Upon any termination of this Agreement in accordance with this Section 7, this Agreement shall forthwith become null and void and of no further force or effect as to any Party, and each Party shall, except as provided otherwise in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Plan or otherwise, that it would have been entitled to take had it not entered into this Agreement;

provided that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder that arose prior to the date of such termination or any obligations hereunder that expressly survive termination of this Agreement under Section 16 hereof, and *provided further*, that notwithstanding anything to the contrary herein, the right to terminate this Agreement under this Section 7 shall not be available to any Party whose failure to fulfil any material obligation under this Agreement has been the cause of, or resulted in, the occurrence of the applicable Termination Event. Upon the termination of this Agreement that is limited in its effectiveness as to an individual Party or Parties in accordance with Section 7: (i) this Agreement shall become null and void and of no further force or effect with respect to the terminated Party or Parties, who shall be immediately released from its or their liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it or they would have had and such Party or Parties shall be entitled to take all actions, whether with respect to the Plan or otherwise, that it or they would have been entitled to take had it or they not entered into this Agreement; *provided,* the terminated Party or Parties shall not be relieved of any liability for breach or non-performance of its or their obligations hereunder that arose prior to the date of such termination or any obligations hereunder that expressly survive termination of this Agreement under Section 16 hereof; and (ii) this Agreement shall remain in full force and effect with respect to all Parties other than the terminated Party or Parties.

g. If the Restructuring is not consummated, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, and the Parties expressly reserve any and all of their respective rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict any right of any Party, or the ability of any Party, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any other Party. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

8. Definitive Documents; Good Faith Cooperation; Further Assurances.

a. Subject to the terms and conditions described herein, during the Support Period, each Party, severally and not jointly, hereby covenants and agrees to reasonably cooperate with each other in good faith in connection with the negotiation, drafting, execution (to the extent such Party is a party thereto), and delivery of the Definitive Documents. Furthermore, subject to the terms and conditions hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings (*provided* that no Consenting Creditor shall be required to incur any material cost, expense, or liability in connection therewith).

b. Notwithstanding anything in this Agreement to the contrary, if the Company, the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members (collectively, the "Required Sale Consenting Parties") so agree in writing, then (i) the Company shall pursue on a parallel path basis on terms acceptable to the Required Sale Consenting Parties both the Restructuring and a sale of the business of the Company Entities

pursuant to Section 363 of the Bankruptcy Code and based on a stalking horse bid from Harbin Pharmaceutical Group Holding Co., Ltd. and/or other co-investors and/or their respective designees, which stalking horse bid and sale process generally shall be on terms and conditions, and memorialized pursuant to documentation in form and substance, acceptable to the Required Sale Consenting Parties (the highest and best sale offer pursuant to this sale process, the "Sale Transaction"), and (ii) the Parties shall use commercially reasonable efforts to modify the Plan and all other Definitive Documents to provide for the Sale Transaction alternative (in addition to the Restructuring) and to prepare all pleadings, forms of orders and other documents necessary or desirable to document and effectuate the sale process and the Sale Transaction, which modified Definitive Documents and additional pleadings, forms of orders and other documents shall be in form and substance acceptable to the Required Sale Consenting Parties (all such modified Definitive Documents and additional pleadings, forms of orders and other documents, collectively, the "Sale-Related Definitive Documents"). If the Sale Transaction is consummated in accordance with the terms of the Sale-Related Definitive Documents, then the Parties shall not continue to pursue the Restructuring. If the Sale Transaction is terminated or no longer in full force and effect or is not consummated, or capable of being consummated, by the applicable outer date in accordance with the terms of the Sale-Related Definitive Documents, then the Parties shall proceed to consummate the Restructuring.

9. Representations and Warranties.

a. Each Party, severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct, and complete as of the date hereof (or, in the case of any Consenting Creditor who becomes a party hereto after the date hereof, as of the date such Consenting Creditor becomes a party hereto):

(i) such Party is validly existing and in good standing, to the extent such concept exists in the relevant jurisdiction, under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company, or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) the execution, delivery, and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule, or regulation applicable to it, its charter, or bylaws (or other similar governing documents), or (B) conflict with, result in a breach of, or constitute a default under any material contractual obligation to which it is a party (*provided*, *however*, that with respect to the Company, it is understood that commencing the Chapter 11 Cases may result in a breach of or constitute a default under such obligations);

(iii) this Agreement is, and each of the other Definitive Documents to which such Party is a party prior to its execution and delivery will be, duly authorized;

(iv) the execution, delivery, and performance by such Party of this Agreement does not and will not require any registration or filing with, consent or approval of or

notice to, or other action with or by, any federal, state, or governmental authority or regulatory body, except such filings as may be necessary and/or required by the Bankruptcy Court; and

(v) this Agreement, and each of the Definitive Documents to which such Party is a party will be following execution and delivery thereof, is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

b. Each Consenting Creditor severally (and not jointly) represents and warrants to the Company that, as of the date hereof (or, if later, as of the date such Consenting Creditor becomes a party hereto), (i) such Consenting Creditor is the beneficial owner (including following the settlement or consummation of any unsettled trade, agreement or other arrangement to purchase or otherwise acquire any Claims that has been initiated or entered into as of the date hereof and that is separately identified on its signature page hereto) of (or investment manager, advisor, or subadvisor to one or more beneficial owners of) the aggregate principal amount of Claims set forth below its name on the signature page hereto (or below its name on the signature page of a Joinder Agreement for any Consenting Creditor that becomes a Party hereto after the date hereof), (ii) such Consenting Creditor has (or, following the settlement or consummation of any unsettled trade, agreement or other arrangement to purchase or otherwise acquire any Claims that has been initiated or entered into as of the date hereof, will have), with respect to the beneficial owners of such Claims (as may be set forth on a schedule to such Consenting Creditor's signature page hereto), (A) sole investment or voting discretion with respect to such Claims, (B) full power and authority to vote on and consent to matters concerning such Claims, and to exchange, assign, and transfer such Claims, and (C) full power and authority to bind or act on the behalf of such beneficial owners, (iii) other than pursuant to this Agreement, such Claims are free and clear of any pledge, lien, security interest, charge, claim, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would prevent in any way such Consenting Creditor's performance of its obligations contained in this Agreement at the time such obligations are required to be performed, and (iv) such Consenting Creditor is not the beneficial owner of (or investment manager, advisor, or subadvisor to one or more beneficial owners of) any other Claims against any Company Entity.

c. Each of the Company Parties (including, as applicable, in their respective capacities as Debtors and reorganized Company Entities) represents and warrants, jointly and severally, that as of the date hereof: except as would not materially adversely affect consummation of the transactions contemplated by this Agreement and the Definitive Documents, there are no legal, regulatory or governmental proceedings pending or, to the knowledge of the Company, threatened to which any Company Entity is or could be a party or to which any of their respective property is or could be subject.

10. <u>Additional Provisions Regarding Company Entities' Commitments.</u>

a. Nothing in this Agreement shall require any director, manager or officer of any Company Entity to violate his, her or its fiduciary duties to such Company Entity. No action or inaction on the part of any director, manager or officer of any Company Entity that such

directors, managers or officers reasonably believe is required by their fiduciary duties to such Company Entity shall be limited or precluded by this Agreement; *provided, however*, that no such action or inaction shall be deemed to prevent any of the Consenting Creditors from taking actions that they are permitted to take as a result of such actions or inactions, including terminating their obligations hereunder; *provided, further*, that, if any Company Entity receives a written proposal for an Alternative Transaction, then such Company Entity shall (A) within one business day of receiving such written proposal, provide counsel to the Consenting Creditors with such written proposal, which shall be subject to professional eyes only unless otherwise authorized by the Company; (B) provide counsel to the Consenting Creditors with regular updates as to the status and progress of such Alternative Transaction; and (C) respond promptly to reasonable information requests and questions from counsel to the Consenting Creditors relating to such Alternative Transaction.

b. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 10.a, each Company Entity and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (i) consider, respond to, and facilitate Alternative Transactions, (ii) provide access to non-public information concerning any Company Entity to any person or enter into confidentiality agreements or nondisclosure agreements with any person, (iii) maintain or continue discussions or negotiations with respect to Alternative Transactions, (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Transactions, and (v) enter into discussions or negotiations with holders of Claims or Interests, any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other person regarding the Plan or any Alternative Transactions.

c. Nothing in this Agreement shall: (i) impair or waive the rights of any Company Entity to assert or raise any objection permitted under this Agreement in connection with the Restructuring or (ii) prevent any Company Entity from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

11. Filings and Public Statements.

The Company shall submit drafts to counsel to the Ad Hoc Groups of any press releases, public documents, and any and all filings with the SEC or the Bankruptcy Court that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least forty-eight (48) hours prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall consider any such comments in good faith. Except as required by law or otherwise permitted under the terms of any other agreement between the Company on the one hand, and any Consenting Creditor, on the other hand, no Party or its advisors (including counsel to any Party) shall disclose to any person (including other Consenting Creditors), other than the Company's advisors, the principal amount or percentage of any Claims or Interests or any other securities of the Company held by any other Party, in each case, without such Party's prior written consent; *provided* that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Party a reasonable

opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure (including by way of a protective order) and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Claims or Interests held by all the Consenting Creditors or any Consenting Creditors Group collectively. Any public filing of this Agreement with the Bankruptcy Court or the SEC shall not include the executed signature pages to this Agreement. Nothing contained herein shall be deemed to waive, amend or modify the terms of any confidentiality or non-disclosure agreement between the Company and any Consenting Creditor.

12. Amendments and Waivers.

During the Support Period, this Agreement, including any exhibits or schedules hereto, may not be waived, modified, amended, or supplemented except (1) with respect to any Definitive Document, pursuant to Section 2, (2) pursuant to the proviso to Section 3 or (3) in a writing signed by the Company Entities, the Required Consenting Term Lenders, and the Required FILO Ad Hoc Group Members; *provided* that: (a) any waiver, modification, amendment, or supplement to (i) this Section 12 shall require the prior written consent of each Party; and (ii) the definition of (A) Required Consenting Term Lender shall require the prior written consent of each Consenting Term Lender, and (B) Required FILO Ad Hoc Group Members shall require the prior written consent of each member of the FILO Ad Hoc Group; and (b) any waiver, modification, amendment, or supplement that has a material, disproportionate, and adverse effect on any of the Tranche B-2 Term Loan Claims held by Consenting Term Lenders or the ABL FILO Term Loan Claims held by Consenting FILO Lenders as compared to (i) in the case of Tranche B-2 Term Loan Claims, the other Consenting Term Lenders, and (ii) in the case of the ABL FILO Term Loan Claims, the other Consenting FILO Lenders, then the consent of such affected Consenting Creditor shall also be required to effectuate such waiver, modification, amendments, or supplement. Amendments to any Definitive Document shall be governed as set forth in such Definitive Document and pursuant to Section 2. Any consent required to be provided pursuant to this Section 12 may be delivered by email from the applicable Consenting Creditor.

13. Effectiveness.

This Agreement shall become effective and binding on the Parties on the Agreement Effective Date; *provided* that signature pages executed by Consenting Creditors shall be delivered to (a) other Consenting Creditors, and counsel to other Consenting Creditors (if applicable), in a redacted form that removes such Consenting Creditors' holdings of Claims and any schedules to such Consenting Creditors' holdings (if applicable) and (b) the Company and the legal and financial advisors to the Company and the Ad Hoc Groups in an unredacted form.

14. Governing Law; Jurisdiction; Waiver of Jury Trial.

a. Except to the extent superseded by the Bankruptcy Code, this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, without giving effect to the conflicts of law principles thereof.

b. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in (a) the Bankruptcy Court, for so long as the Chapter 11 Cases are pending, and (b) otherwise, any federal or state court in the Borough of Manhattan, the City of New York, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in the courts described above, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Subject to the foregoing, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any proceeding arising out of or relating to this Agreement, any claim (i) that it is not personally subject to the jurisdiction of the courts as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (iii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

c. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15. Specific Performance/Remedies.

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law, or in equity.

16. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 7 hereof, the agreements and obligations of the Parties set forth in Sections 7.e, 12, 14 through 25 (inclusive), 27 and 28 hereof (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof; *provided* that any liability of a Party for failure to comply with the terms of this Agreement also shall survive such termination.

17. Headings.

The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

18. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators, and representatives; provided that nothing contained in this Section 18 shall be deemed to permit Transfers of interests in any Claims against any Company Entity other than in accordance with the express terms of this Agreement. If any provision of this Agreement, or the application of any such provision to any person or entity or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. Notwithstanding anything to the contrary in this Agreement, the Parties agree that (a) the representations and warranties of each Consenting Creditor made in this Agreement are being made on a several, and not joint, basis, (b) the obligations of each Consenting Creditor under this Agreement are several, and not joint, obligations of each of them and (c) no Consenting Creditor shall have any liability for the breach of any representation, warranty, covenant, commitment, or obligation by any other Consenting Creditor. For the avoidance of doubt, the obligations arising out of this Agreement are several and not joint with respect to each Consenting Creditor, in accordance with its proportionate interest hereunder, and the Parties agree not to proceed against any Consenting Creditor for the obligations of another.

19. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof.

20. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto (including the Restructuring Term Sheet and DIP Term Sheet), constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Company and any Consenting Creditor shall continue in full force and effect in accordance with their terms.

21. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

22. Notices.

All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier or by registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice):

(1) If to the Company, to:

GNC Holdings, Inc.
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Tel: (412) 288-4600
Attn: Susan M. Canning, SVP and General Counsel
Email: susan-canning@gnc-hq.com

with a copy to:

Latham & Watkins LLP
330 North Wabash, Suite 2800
Chicago, IL 60611
Attention: Rick Levy (richard.levy@lw.com)
Caroline Reckler (caroline.reckler@lw.com)

(2) If to a Consenting Creditor, to the addresses or facsimile numbers set forth below such Consenting Creditor's signature to this Agreement or the applicable Joinder Agreement, as the case may be,

with a copy to (solely in the case of Consenting Creditors that are members of the Crossover Ad Hoc Group):

Milbank LLP

2029 Century Park East, 33rd Floor
Los Angeles, California 90067-3019
Attention: Mark Shinderman; Brett Goldblatt
Email address:
MShinderman@Milbank.com
BGoldblatt@Milbank.com

and with a copy to (solely in the case of Consenting Creditors that are members of the FILO Ad Hoc Group):

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew Rosenberg; Jacob Adlerstein
Email Address: arosenberg@paulweiss.com; jadlerstein@paulweiss.com

Any notice given by electronic mail, facsimile, delivery, mail, or courier shall be effective when received.

23. Reservation of Rights; No Admission.

a. Nothing contained herein shall (i) limit (A) the ability of any Party to consult with other Parties, or (B) the rights of any Party under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including the right to appear as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as such consultation or appearance is consistent with such Party's obligations hereunder; (ii) limit the ability of any Consenting Creditor to sell or enter into any transactions in connection with the Claims, or any other claims against or interests in the Company, subject to the terms of Section 4.b hereof; or (iii) constitute a waiver or amendment of any provision of any applicable credit agreement or indenture or any agreements executed in connection with such credit agreement or indenture.

b. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Company or any of its affiliates and subsidiaries. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

24. Relationship Among Consenting Creditors.

It is understood and agreed that no Consenting Creditor has any duty of trust or confidence in any kind or form with any other Consenting Creditor, and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Consenting Creditor may trade in the debt of the Company without the consent of the Company or any other Consenting Creditor, subject to applicable securities laws, the terms of this Agreement, and any Confidentiality Agreement entered into with the Company; *provided* that no Consenting Creditor shall have any responsibility for any such trading by any other Consenting Creditor by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Consenting Creditors shall in any way affect or negate this understanding and agreement.

25. No Solicitation; Representation by Counsel; Adequate Information.

a. This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan in the Chapter 11 Cases. The acceptances of the Consenting Creditors with respect to the Plan will not be solicited until such Consenting Creditors have received the Disclosure Statement and Solicitation Materials.

b. Each Party acknowledges that it has had an opportunity to receive information from the Company and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

c. Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation or acceptance of a chapter 11 plan of reorganization or an offering of securities, each Consenting Creditor acknowledges, agrees, and represents to the other Parties that it (i) is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act of 1933, (ii) understands that any securities to be acquired by it pursuant to the Plan have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Creditor's representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iii) has such knowledge and experience in financial and business matters that such Consenting Creditor is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Plan and understands and is able to bear any economic risks with such investment.

26. Conflicts.

In the event of any conflict among the terms and provisions of the RSA and of the Restructuring Term Sheet, the terms and provisions of the Restructuring Term Sheet shall control.

27. Payment of Fees and Expenses.

The Company shall promptly pay or reimburse all reasonable and documented fees and out-of-pocket expenses when due (including travel costs and expenses) of the attorneys, accountants, other professionals, advisors and consultants of the Ad Hoc Groups (whether incurred directly or on their behalf and regardless of whether such fees and expenses are incurred before or after the Petition Date), including the fees and expenses of the following advisors to (a) the Crossover Ad Hoc Group: (i) Milbank LLP, as U.S. counsel, (ii) Cassels Brock & Blackwell LLP as Canadian counsel, and (iii) Houlihan Lokey, as financial advisor; and (b) the FILO Ad Hoc Group: (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as counsel, and (ii) Alix Partners, as financial advisor, in each case, including all amounts payable or reimbursable under applicable fee or engagement letters with the Company (which agreements shall not be terminated by the Company before the termination of this Agreement); *provided, further*, that to the extent that the Company terminates this Agreement under Section 7.b, the Company's reimbursement obligations under this Section 27 shall survive with respect to any and all fees and expenses incurred on or prior to the date of termination.

28. Interpretation.

For purposes of this Agreement:

a. in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

b. capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

c. unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

d. unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

e. unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribe or allowed herein. If any payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next

succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date;

f. unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

g. the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

h. captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

i. references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company laws; and

j. the use of "include" or "including" is without limitation, whether stated or not.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

COMPANY ENTITIES

GNC Holdings, Inc.
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 Headquarters LLC
Gustine Sixth Avenue Associates, Ltd.
General Nutrition Centres Company
GNC Government Services, LLC
GNC Canada Holdings, Inc.
GNC Puerto Rico Holdings, Inc.
GNC Puerto Rico, LLC
GNC China Holdco, LLC

By: Jucia Solivan
Name:
Title:

CONSENTING CREDITOR

First Pacific Advisors, LP, on behalf of its managed funds and accounts

By: _____

Name: Eric R. Brown
Title: Secretary & Counsel of its general partner

Notice Address:

Primary contact:	SEI IMS Bank Debt Team 1 Freedom Valley Drive Oaks, PA 19456
Telephone:	(610) 676-4034
Fax:	(817) 484-5858
Secondary contact:	FPA Control and Oversight / Matthew Tavormina First Pacific Advisors, LP 11601 Wilshire Blvd., Suite 1200 Los Angeles, CA 90025
Telephone:	(310) 996-5426
Fax:	(310) 996-5450
Email address(es):	
Email address:	18174845858@tls.ldsprod.com
Email address:	fpa.controloversight@fpa.com

[redacted]

CONSENTING CREDITOR

COHANZICK MANAGEMENT, LLC

By: _____

Name: David K. Sherman

Title: Authorized Agent

Notice Address: 427 Bedford Road #230, Pleasantville, NY 10570

Email address(es): David@Cohanzick.com

[redacted]

CONSENTING CREDITOR

Great American Capital Partners, LLC, on behalf of its managed funds and accounts

By: 

Name:
Robert Louzan

Title:
President

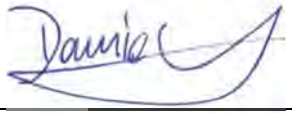
Notice Address:
Great American Capital Partners, LLC
11100 Santa Monica Blvd., Suite 800
Los Angeles, CA 90025

Email address(es):
rlouzan@gacapitalpartners.com

[redacted]

CONSENTING CREDITOR

MidOcean Credit Fund Management, L.P., on behalf of its managed funds and accounts

By: 

Name: Damion Brown

Title: Managing Director

Notice Address:
245 Park Avenue 38th Floor
New York, NY 10167

Email address(es): finops@midoceanpartners, arubeo@midoceanpartners.com, rsullivan@midoceanpartners.com

[redacted]

CONSENTING CREDITOR

Venor Capital Master Fund Ltd.

By: Venor Capital Management L.P.

Its Investment Manager

By: 

Name:Michael Wartell

Title: Co-CIO

Notice Address:
7 Times Square, Suite 4303
New York, NY 10036

Email address(es):
Operations@venorcapital.com
Areddy@venorcapital.com

[redacted]

CONSENTING CREDITOR

[Hawkeye Capital Master]

By: _____

Name: Lee Ehly

Title: CFO of Hawkeye Capital Management, LLC as its Investment Advisor

Notice Address: 1251 Ave of the Americas, 8th Floor, New York, NY 10020

Email address(es): Rich@hawkeyecap.com Lee@hawkeyecap.com

[redacted]

CONSENTING CREDITOR

Marathon Centre Street Partnership, L.P.

By Marathon Asset Management L.P.,
Its Investment Manager

By: L. T. Hanover

Name: Louis T. Hanover

Title: Authorized Signatory

Notice Address:

c/o Marathon Asset Management L.P.
One Bryant Park, 38th Floor
New York, New York 10036
Attn: Neha Thumar

Email address(es): nthumar@marathonfund.com

[redacted]

CONSENTING CREDITOR

AustralianSuper

By Marathon Asset Management L.P.,
Its Manager

By: L. T. Hanover

Name: Louis T. Hanover

Title: Authorized Signatory

Notice Address:

c/o Marathon Asset Management L.P.
One Bryant Park, 38th Floor
New York, New York 10036
Attn: Neha Thumar

Email address(es): nthumar@marathonfund.com

[redacted]

CONSENTING CREDITOR

American Century Capital Portfolios, Inc. – AC Alternatives Income Fund

By Marathon Asset Management L.P.,
as Subadvisor

By: L. T. Hanover

Name: Louis T. Hanover

Title: Authorized Signatory

Notice Address:

c/o Marathon Asset Management L.P.
One Bryant Park, 38th Floor
New York, New York 10036
Attn: Neha Thumar

Email address(es): nthumar@marathonfund.com

[redacted]

CONSENTING CREDITOR

Marathon CLO 14 Ltd.

By Marathon Asset Management L.P.,
Its Collateral Manager

By: L. T. Hanover

Name: Louis T. Hanover

Title: Authorized Signatory

Notice Address:

c/o Marathon Asset Management L.P.
One Bryant Park, 38th Floor
New York, New York 10036
Attn: Neha Thumar

Email address(es): nthumar@marathonfund.com

[redacted]

TACF INSTITUTIONAL CREDIT MASTER FUND LP

By: Acting by its general partner,
TACF Institutional Credit Fund GP Ltd.

By: _____

Name: James Sweeney

Title: Authorized Signatory

Notice Address:

c/o Tor Investment Management (Hong Kong) Limited
19/F, Henley Building
5 Queen's Road Central
Hong Kong

Email address(es):

jwa@torinvestment.com
dshim@torinvestment.com
toroperations@torinvestment.com

[redacted]

TOR ASIA CREDIT OPPORTUNITY MASTER FUND LP

By: Acting by its sole general partner,
TACOF GP LLC

By: _____

Name: James Sweeney

Title: Authorized Signatory

Notice Address:

c/o Tor Investment Management (Hong Kong) Limited
19/F, Henley Building
5 Queen's Road Central
Hong Kong

Email address(es):

jwa@torinvestment.com
dshim@torinvestment.com
toroperations@torinvestment.com

[redacted]

TOR ASIA CREDIT MASTER FUND LP

By: Acting by its sole general partner,
Tor Asia Credit Fund GP Ltd.

By: _____

Name: James Sweeney

Title: Authorized Signatory

Notice Address:

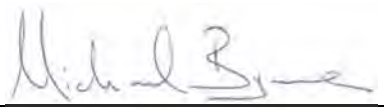
c/o Tor Investment Management (Hong Kong) Limited
19/F, Henley Building
5 Queen's Road Central
Hong Kong

Email address(es):

jwa@torinvestment.com
dshim@torinvestment.com
toroperations@torinvestment.com

[redacted]

TACF Financing I Ltd

By: 

Name: Michael Byrne

Title: Director

Notice Address:

c/o Tor Investment Management (Hong Kong) Limited
19/F, Henley Building
5 Queen's Road Central
Hong Kong

Email address(es):

jwa@torinvestment.com
dshim@torinvestment.com
toroperations@torinvestment.com
walkers-tacf@walkersglobal.com
tacf-assets@gs.com

LIBREMAX MASTER FUND LTD
LIBREMAX OC MASTER FUND, LTD.
LOCAL 338 RETIREMENT FUND
LOCAL 817 IBT PENSION FUND

By: LIBREMAX CAPITAL, LLC, as
Investment Manager

By: 

Name Erica Laudano

Title: Chief Compliance Officer
& Assistant General Counsel

Notice Address:
600 Lexington Ave.
7th Floor
New York, NY 10022

Email address(es):
legal@libremax.com

[redacted]

FRANKLIN 4021 FLOATING RATE MASTER SERIES
FRANKLIN ADV INC-FRANKLIN INV SEC TRST-
FRANKLIN FLOATING RATE DAILY ACCESS FUND
FRANKLIN LIMITED DURATION INCOME TRUST
(FRANKLIN ADVR 4472)
FRANK ADVR INC - BRIGHTHOUSE FD TR I -
BRIGHTHOUSE/FRANK LOW DUR TOTAL RET PORT
FRANKLIN 4460 INVESTORS SECURITIES TRUST
TOTAL RETURN FUND
FRANKLIN 4991 INVESTORS SECURITIES TRUST-
LOW DURATION TOTAL RETURN FUND FRANKLIN
ADVR 19080 - NEBRASKA INVESTMENT COUNCIL
FRANKLIN ADVR 19190 - KANSAS PUBLIC
EMPLOYEES RETIREMENT SYSTEM
FRANKLIN ADVR 4884 - FT VIP TRUST - FRANKLIN
STRATEGIC INCOME VIP FUND
FRANKLIN FLOATING RATE MASTER TRUST -
FRANKLIN FLOATING RATE INCOME FUND
FRANKLIN TEMPLETON INVSTS CORP. - FRANKLIN
TEMPLETON SERIES II FUNDS - FRANKLIN
FLOATING RATE II FUND

By: **FRANKLIN ADVISERS, INC.** as Investment Advisor

By: _____
Name: Reema Agarwal
Title: SVP/Dir-Floating Rate Debt

Notice Address:
One Franklin Parkway
Bldg 920/3rd floor
San Mateo, CA 94403

Email address(es): judy.sher@franklintempleton.com

[redacted]

We look forward to working with you on this transaction.

FRANKLIN BISSETT CORE PLUS BOND FUND – 2545

By: _____

Name: Nancy Smith

Title: SVP, PM

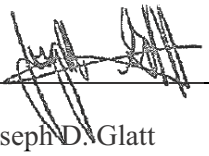
Notice Address:
One Franklin Parkway
Bldg. 920/3rd floor
San Mateo, CA 94403

Email address(es): judy.sher@franklintempleton.com

[redacted]

Apollo Senior Floating Rate Fund Inc.

By: Apollo Credit Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

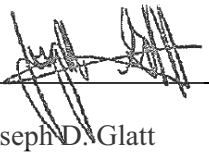
Notice Address:

Email address(es):

[redacted]

Apollo Tactical Income Fund Inc.

By: Apollo Credit Management, LLC, its investment adviser

By: 

Name: Joseph D. Glatt

Title: Vice President

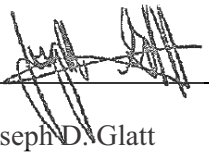
Notice Address:

Email address(es):

[redacted]

Apollo A-N Credit Fund (Delaware), L.P.

By: Apollo A-N Credit Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

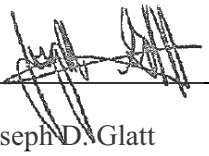
Notice Address:

Email address(es):

[redacted]

Apollo Credit Strategies Master Fund Ltd.

By: Apollo ST Fund Management LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

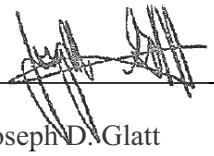
Notice Address:

Email address(es):

[redacted]

Apollo Credit Master Fund Ltd.

By: Apollo ST Fund Management LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

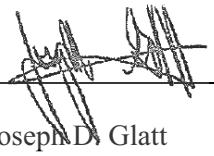
Notice Address:

Email address(es):

[redacted]

Apollo Credit Funding V Ltd.

By: Apollo ST Fund Management LLC, its investment adviser

By: 

Name: Joseph D. Glatt

Title: Vice President

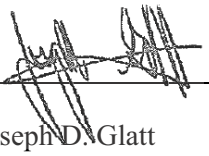
Notice Address:

Email address(es):

[redacted]

Apollo Credit Funding VI Ltd.

By: Apollo ST Fund Management LLC, its investment adviser

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice Address:

Email address(es):

[redacted]

SERENGETI MULTI-SERIES MASTER LLC – SERIES C II
SERENGETI MULTI-SERIES MASTER LLC – SERIES SPC II
SERENGETI LYCAON MM LP

By: SERENGETI ASSET MANAGEMENT, LP,
as Investment Manager

By: 

Name: Albert
Martinez

Title: Director

Notice Address: 632 Broadway, 12th Floor New York, NY 10012

Email address(es): sam.teamops@serengeti-am.com; amartinez@serengeti-am.com; dryan@serengeti-am.com; rmujtaba@serengeti-am.com; rhaq@serengeti-am.com

[redacted]

[redacted]

HSBC BANK PLC

By: 

Name: Stuart Bristow

Title: Authorised Signatory

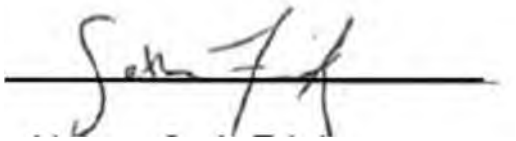
Notice Address:

HSBC Bank PLC
8 Canada Square
Canary Wharf
London E14 5HQ

Email address(es):
mark.heath@us.hsbc.com
brian.cripps@hsbc.com
slt.corp.actions@hsbc.com

[redacted]

First Eagle Private Credit, LLC

By 

Name: Seth Frink
Title: Director
Notice Address: 227 West Monroe Street
Suite 3200
Chicago, IL 60606
Email Address: slstradeclosing@feim.com

[redacted]

APEX CREDIT CLO 2018-II LTD.
APEX CREDIT CLO 2019 LTD.
APEX CREDIT CLO 2015-II LTD.
APEX CREDIT CLO 2017 LTD.
APEX CREDIT PARTNERS LLC
BABSON - JFIN CLO 2014 LTD.
JFIN CLO 2013 LTD.

By: **APEX CREDIT PARTNERS LLC,**
as Investment Manager

By: _____

Name: Steve Goetschius

Title: MD

Notice Address:

Email address(es):

[redacted]

MGG INV GRP LP - MGG INSURANCE FND
SRS INTERESTS OF THE SALI MLTI-SERIES FND, LP
MGG INVESTMENT GROUP LP - MGG (BVI) LIMITED
MGG INVESTMENT GROUP LP - MGG OFFSHORE FUNDING I LLC

By: **MGG INVESTMENT GROUP LP,** as Investment Advisor

By: _____

Name: Kevin Griffin

Title: CEO + CIO

Notice Address: MGG Investment Group LP
One Penn Plaza, 53rd Floor
New York, NY 10119

Email address(es): Kgriffin@mggInv.com

[redacted]

HFRO SUB, LLC
By: HIGHLAND INCOME FUND (formerly, HIGHLAND FLOATING RATE OPPORTUNITIES FUND), its sole member

By: _____

Name: Frank Waterhouse

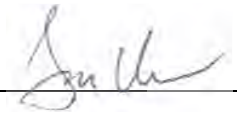
Title: Treasurer

Notice Address:
300 Crescent Court, Suite 700
Dallas, TX 75201

Email address(es): I-Operations@hcmlp.com

[redacted]

HFRO SUB, LLC
By: HIGHLAND INCOME FUND (formerly, HIGHLAND FLOATING RATE OPPORTUNITIES FUND) its sole member

By: 

Name: Frank Waterhouse

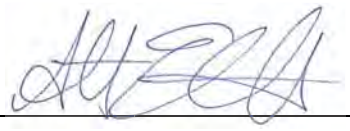
Title: Treasurer

Notice Address:
300 Crescent Court, Suite 700
Dallas, TX 75201

Email address(es): I-Operations@hcmlp.com

[redacted]

HIGHLAND PROMETHEUS MASTER FUND, L.P.
By: Highland SunBridge GP, LLC, its general partner, as FILO Lender

By: 

Name: Scott Ellington

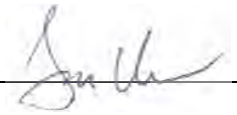
Title: Secretary

Notice Address: 300 Crescent Court, Suite 700
Dallas, Texas 75201

Email address(es): SEllington@HighlandCapital.com

[redacted]

ACIS CLO 2017-7 LTD.
By: Acis CLO Management, LLC, its portfolio manager

By: 

Name: Frank Waterhouse

Title: Treasurer

Notice Address:

Email address(es):

[redacted]

CORBIN ERISA OPPORTUNITY FUND, LTD.

By: Corbin Capital Partners, L.P.,
its Investment Manager

By: DocuSigned by: EC77AC48D9C844B...

Name: Daniel Friedman

Title: General Counsel

Notice Address:
Corbin Capital Partners
590 Madison Avenue, 31st Floor
New York, NY 10022

Email address(es): fof-ops@corbincapital.com

[redacted]

MARBLE RIDGE MASTER FUND LP

By: MARBLE RIDGE CAPITAL LP,

as Investment Manager

By: _____

Name: Kamand Daniels

Title: General Counsel / CCO

Notice Address: 1250 Broadway, Suite 2601, New York, New York 10001

Email address(es): kdaniels@marbleridgecap.com

[redacted]

HG VORA SPECIAL OPPORTUNITIES MASTER FUND LTD

By: HG VORA CAPITAL MANAGEMENT, LLC,
as Investment Advisor

By: DocuSigned by: Philip Garthe D8AC6BFCBB094DC...

Name: Philip Garthe

Title: Chief Operating Officer

Notice Address:

c/o HG Vora Capital Management, LLC
330 Madison Avenue, 20th Floor
New York, NY 10017
Attention: Mandy Lam & Philip Garthe

Email address(es): mlam@hgvora.com and pgarthe@hgvora.com

BRYANT PARK FUNDING ULC

By: _____

Name: Mobasharul Islam
Authorized Signatory

Title:

Notice Address:

40 King Street West, 68th Floor Scotia Plaza Toronto, ON Canada M5H 1H1

Email address(es):
mobasharul.islam@scotiabank.com

[redacted]

GEM 1 LOAN FUNDING LLC

By: Morgan Land

Name: Morgan Land

Title: Attorney-In-Fact

Notice Address: 1289 City Center Drive, Ste 100, Carmel, IN 46032

Email address(es): morgan.land@alterdomus.com

[redacted]

BlackRock Credit Alpha Master Fund, L.P.

By: BlackRock Financial Management Inc., in its capacity as investment advisor

By: 

Name: Sunil Aggarwal

Title: Authorized Signatory

Notice Address:
c/o BlackRock
55 East 52nd Street
New York, NY 10055
Attn: Sunil Aggarwal / Nikhil Gadia
Email: Sunil.Aggarwal@blackrock.com/ Nikhil.Gadia@blackrock.com

With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jack Schinasi
Email: legaltransactions@blackrock.com

HC NCBR FUND

By: BlackRock Financial Management Inc., in its capacity as investment advisor

By: 

Name: Sunil Aggarwal

Title: Authorized Signatory

Notice Address:
c/o BlackRock
55 East 52nd Street
New York, NY 10055
Attn: Sunil Aggarwal / Nikhil Gadia
Email: Sunil.Aggarwal@blackrock.com/ Nikhil.Gadia@blackrock.com

With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jack Schinasi
Email: legaltransactions@blackrock.com

The Obsidian Master Fund

By: BlackRock Financial Management Inc., in its capacity as investment advisor

By: 

Name: Sunil Aggarwal

Title: Authorized Signatory

Notice Address:
c/o BlackRock
55 East 52nd Street
New York, NY 10055
Attn: Sunil Aggarwal / Nikhil Gadia
Email: Sunil.Aggarwal@blackrock.com/ Nikhil.Gadia@blackrock.com

With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jack Schinasi
Email: legaltransactions@blackrock.com

[redacted]

EXHIBIT A

Restructuring Term Sheet

Final
Exhibit A

Subject to FRE 408 and state law equivalents

GNC HOLDINGS, INC.

RESTRUCTURING TERM SHEET

THIS RESTRUCTURING TERM SHEET (THIS "TERM SHEET") DOES NOT CONSTITUTE (NOR WILL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION, IT BEING UNDERSTOOD THAT SUCH AN OFFER, IF ANY, ONLY WILL BE MADE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY, AND/OR OTHER APPLICABLE LAWS.

THIS TERM SHEET DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE TRANSACTIONS DESCRIBED HEREIN, WHICH TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN. THE CLOSING OF ANY TRANSACTION WILL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS. NO BINDING OBLIGATIONS WILL BE CREATED BY THIS TERM SHEET UNLESS AND UNTIL BINDING DEFINITIVE DOCUMENTS ARE EXECUTED AND DELIVERED BY ALL APPLICABLE PARTIES.

Capitalized terms used but not defined in this Term Sheet shall have the meanings ascribed to them in the Restructuring Support Agreement to which this Term Sheet is attached (the "RSA").

The liens described in this Term Sheet are further described and subject to the descriptions set forth in the Lien Attachment attached to this Term Sheet.

OVERVIEW	
Company Entities	GNC Holdings, Inc. ("GNC Holdings"), 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 Headquarters LLC, Gustine Sixth Avenue Associates, Ltd., General Nutrition Centres Company, GNC Government Services, LLC, GNC Canada Holdings, Inc., GNC Puerto Rico Holdings, Inc., GNC Puerto Rico, LLC, and GNC China Holdco, LLC (the "Company Entities")
Existing Indebtedness	The Company Entities' existing indebtedness consists of: (1) the "Revolving Term Loans" (the "ABL Loans") under the 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 may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among GNC Corporation, General Nutrition Centers, Inc., as administrative borrower, certain of the Company Entities, as subsidiary borrowers, the lenders and agents parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent (the "ABL Agent"); (2) the "FILO Term Loans" under the ABL Credit Agreement as amended and restated following the Petition Date pursuant to the DIP ABL FILO Credit Agreement (the "ABL FILO Term Loans" and the lenders of the ABL FILO Term Loans, the "FILO Lenders"); (3) the "Tranche B-2 Term Loans" (the "Tranche B-2 Term Loans") under the 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 12, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time) (the "Tranche B-2 Term Loan Credit Agreement"), among GNC Corporation, General Nutrition Centers, Inc., as borrower, the lenders (the "Term Lenders") and agents parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and GLAS Trust Company LLC, as collateral agent (the "Collateral Agent", and together with JP Morgan Chase Bank, N.A., the "Term Loan Agents"); and (4) the notes (the "Convertible Notes") issued under the Indenture, dated as of August 10, 2015 (the "Convertible Notes Indenture"), among GNC Holdings, the other subsidiaries party thereto and The Bank of New York Mellon Trust Company, N.A. as trustee (the "Convertible Notes Trustee", and the holders of the Convertible Notes, the "Convertible Noteholders").
Restructuring	A financial restructuring (the "Restructuring") of the existing capital structure of the Debtors, which Restructuring will be consummated pursuant to the Plan to be confirmed in the Chapter 11 Cases in the Bankruptcy Court under chapter 11 of the Bankruptcy Code, in each case as provided in this Term Sheet and the RSA. As part of the Restructuring, and to the extent provided in Sections 2 and 6(a)(xiv) of the RSA, the Company Entities will consult with the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members with respect any determination whether to assume, reject, assume with modifications, or sell any real property leases and/or real property (or enter into any similar transaction). To the extent provided in Section 2 of the RSA, the assumption, rejection, or sale of such real property leases and/or real property shall be subject to the consent of the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members.
DIP Financing	The Restructuring will be financed by (i) the use of cash collateral on final terms to be acceptable to the Required Consenting Term Lenders and the Required FILO Ad

	Hoc Group Members, (ii) a "new money" postpetition senior secured debtor-in-possession term loan (the "DIP Term Loans" and "DIP Term Loan Facility"), on terms and conditions set forth in the DIP Term Loan Credit Agreement, attached as Exhibit B to the RSA (the "DIP Term Loan Credit Agreement"), and consisting of (A) an aggregate principal amount of $100,000,000 in "new money" loans ("New Money DIP Loans"), and (B) an aggregate principal amount of $100,000,000 of "rolled-up" Prepetition Tranche B-2 Term Loans of the lenders providing the New Money DIP Loans, which shall be "rolled-up" on a dollar-for-dollar basis (the "Term Loan Roll-Up Loans"), and (iii) cash on hand that is currently being used to support the borrowing base under the ABL Credit Agreement, which will be made available to be used for operations pursuant to the terms and conditions of the DIP ABL FILO Credit Agreement and the Interim DIP Order.
ABL	Promptly following entry of the Interim DIP Order, (i) the ABL Loans will be repaid in full using existing cash of the Company Entities, (ii) all (a) outstanding hedge arrangements and obligations constituting the "Specified Hedge Agreement" with the ABL Agent under the Prepetition ABL FILO Credit Agreement outstanding on the Petition Date will be satisfied and terminated, (b) existing cash management obligations constituting "Cash Management Obligations" under the Prepetition ABL FILO Credit Agreement outstanding on the Petition Date will be deemed Cash Management Obligations under the DIP ABL FILO Credit Agreement (iii) the ABL Credit Agreement will be amended and restated to remove certain reserves and minimum liquidity requirements, in each case as set forth in the DIP ABL FILO Credit Agreement (and subject to the terms and conditions thereof) attached as Exhibit C to the RSA, (iv) an aggregate principal amount of ABL FILO Term Loans arising and payable under the Prepetition ABL FILO Credit Agreement totaling $275,000,000, together with all accrued and unpaid interest, fees and all other expenses related thereto thereon, will be "rolled-up" on a dollar-for-dollar basis pursuant to the DIP Orders and in accordance with the DIP ABL FILO Credit Agreement (the "ABL FILO Roll-Up Loans"), (v) the commitments of the ABL Lenders will be terminated, and (vi) outstanding Letters of Credit will be cash collateralized.
CLAIMS AND INTERESTS	
Administrative Claims	Claims incurred for a cost or expense of administration of the Chapter 11 Cases entitled to priority under sections 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code (the "Administrative Claims").
Other Priority Claims	Claims, other than Administrative Claims or Priority Tax Claims, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code (the "Other Priority Claims").
DIP Term Claims	Claims consisting of (a) the aggregate outstanding principal amount of, plus unpaid interest on, the New Money DIP Loans, and all fees, and other expenses related thereto and arising and payable under the DIP Facility (the "New Money DIP Term Claims") and (b) the aggregate outstanding principal amount of, plus unpaid interest on, the Term Loan Roll-Up Loans, and all fees, and other expenses related thereto and arising and payable under the DIP Facility (other than any fees and expenses owed to the GLAS Trust Company LLC, as collateral agent and administrative agent under the DIP Credit Agreement (the "DIP Agent") and the fees and expenses of its counsel, which shall be "DIP Expenses") (the "Roll-Up DIP Term Claims" and,

	together with the New Money DIP Term Claims, the "DIP Term Claims"). The Interim DIP Order shall provide that the DIP Term Claims shall be superpriority administrative claims and secured by (x) first priority liens on unencumbered assets and "Term Priority Collateral" (as defined in the ABL Intercreditor Agreement) (the "Term Priority Collateral"; such unencumbered assets and Term Priority Collateral, the "Non-ABL Collateral") (other than proceeds of any 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 ("Avoidance Action Proceeds"), which liens shall be (1) as to the New Money DIP Term Claims, senior to the liens securing the DIP ABL FILO Claims and (2) as to the Roll-Up DIP Term Claims, pari passu with the liens securing the DIP ABL FILO Claims) and (y) second priority liens on "ABL Priority Collateral" (as defined in the ABL Intercreditor Agreement, the "ABL Priority Collateral"), junior in priority to the liens securing the DIP ABL FILO Claims and adequate protection liens, if any, securing the FILO Term Loans, and otherwise as set forth in the Interim DIP Order.
DIP ABL FILO Claims	Claims consisting of the aggregate outstanding principal amount of and unpaid interest on the DIP ABL FILO Term Loans, and all unpaid fees and other expenses arising and payable pursuant to the DIP ABL FILO Credit Agreement with respect to the DIP ABL FILO Term Loans (the "DIP ABL FILO Claims"), other than any fees and expenses owed to the administrative and collateral agent thereunder and the Ad Hoc Committee of FILO Lenders, and their respective counsels and advisors, which fees and expenses will be paid in cash in accordance with the DIP Orders. The Interim DIP Order shall provide that the DIP ABL FILO Claims shall be superpriority administrative claims and secured by (x) third priority liens on the Term Priority Collateral, junior in priority to the liens securing the DIP Term Claims and the Tranche B-2 Term Loans (including adequate protection liens), (y) second priority liens on unencumbered assets and Non-ABL Collateral (other than Avoidance Action Proceeds, which liens shall be (1) junior to the liens securing the New Money DIP Term Claims, (2) pari passu with the liens securing the Roll-Up DIP Term Claims, and (3) senior to the liens securing the Tranche B-2 Term Loans (including adequate protection liens)), and (z) first priority liens on ABL Priority Collateral, and otherwise as set forth in the Interim DIP Order.
Other Secured Claims	Secured claims, other than the ABL FILO Claims and Tranche B-2 Term Loan Claims (each as defined herein), entitled to vote under the Plan (the "Other Secured Claims").
Tranche B-2 Term Loan Claims	Claims consisting of the aggregate outstanding principal amount of and unpaid interest on the Tranche B-2 Term Loans, and all unpaid fees and other expenses arising and payable pursuant to the Tranche B-2 Term Loan Credit Agreement (other than any fees and expenses owed to the Collateral Agent and the fees and expenses of its counsel, which shall be "Tranche B-2 Expenses") (the "Tranche B-2 Term Loan Claims"), and for avoidance of doubt Tranche B-2 Term Loan Claims shall exclude the Roll-Up DIP Term Loans. The portion of the Tranche B-2 Term Loan Claims that are not satisfied through the distribution of FLSO Loans or New Common Shares (as both terms are defined below) shall be treated as unsecured deficiency claims (the "Tranche B-2 Term Loan Deficiency Claims") as set forth below.
Convertible Notes	Claims consisting of the aggregate outstanding principal amount of and unpaid

Unsecured Claims	interest on the Convertible Notes, and all unpaid fees and other expenses arising and payable pursuant to the Convertible Notes Indenture (the "Convertible Notes Unsecured Claims"). The Convertible Notes Unsecured Claims, the Tranche B-2 Term Loan Deficiency Claims and the General Unsecured Claims (as defined below) will be treated as one class of claims for all purposes of the Plan.
General Unsecured Claims	Claims consisting of any prepetition claim against the Company that is not an Administrative Claim, an Other Priority Claim, an ABL Claim, a ABL FILO Claim, a Tranche B-2 Term Loan Claim (including, for avoidance of doubt, a Tranche B-2 Term Loan Deficiency Claim), an Other Secured Claim, a Convertible Notes Unsecured Claim, a Tranche B-2 Term Loan Deficiency Claim, an Intercompany Claim (as defined below), or a Subordinated Claim (as defined below) (the "General Unsecured Claims"). The Convertible Notes Unsecured Claims, the Tranche B-2 Term Loan Deficiency Claims and the General Unsecured Claims will be treated as one class of claims for all purposes of the Plan.
Intercompany Claims	Consisting of claims against and between Company Entities (the "Intercompany Claims").
Subordinated Claims	Claims consisting of any prepetition claim that is subject to subordination in accordance with sections 510(b)-(c) of the Bankruptcy Code or otherwise (the "Subordinated Claims").
Existing Equity Interests	All capital stock of GNC Holdings, including shares of (a) shares of Series A Convertible Preferred Stock of GNC Holdings ("Preferred Stock"), (b) shares of Class A Common Stock of the Company, and (c) options and warrants to purchase capital stock of GNC Holdings (the "Existing Equity Interests").
TREATMENT OF CLAIMS AND INTERESTS	
Administrative Claims and Other Priority Claims	On the Effective Date, except to the extent that such holder agrees to a less favorable treatment, each holder of an allowed Administrative Claim, DIP Expenses, Tranche B-2 Expenses, and Other Priority Claim will receive, in full and final satisfaction of such claim, cash in an amount equal to such allowed claim on the Effective Date or as soon as practicable thereafter or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
DIP Term Claims	On the Effective Date, (a) the New Money DIP Loans will be converted on a dollar-for-dollar basis into first-lien, first-out loans ("Exit FLFO Loans") under an exit facility of the Reorganized Company (the "Exit Facility") with a second lien on all ABL Priority Collateral and a first lien on all Non-ABL Collateral, which Exit Facility shall be on terms and conditions set forth in the Exit Term Loan Facilities Term Sheet attached to the DIP Credit Agreement, and (b) the Roll-Up DIP Term Claims will be converted on a dollar-for-dollar basis into new first-lien, second-out term loans under the Exit Facility (the "Exit FLSO Loans").
DIP ABL FILO Claims	On the Effective Date, subject to confirmation of the Plan and the satisfaction or waiver of the conditions to conversion in the DIP ABL FILO Credit Agreement, the DIP ABL FILO Term Claims will be converted on a dollar-for-dollar basis into new term loans ("Exit FILO Loans") under a new Exit ABL Facility of the Reorganized Company (the "Exit ABL Facility") with a first lien on all ABL Priority Collateral and a second lien on all Non-ABL Collateral, which Exit ABL Facility shall be on terms and conditions set forth in the Exit ABL Facility Term Sheet attached to the

	DIP ABL FILO Credit Agreement and otherwise subject to the consent rights set forth in Section 2 of the RSA, and shall permit the incurrence of a "first-out" revolving credit facility in an amount set forth in the Exit Revolver/FILO Facility Term Sheet.
Other Secured Claims	On the Effective Date, except to the extent that such holder agrees to less favorable treatment, each allowed Other Secured Claim, at the option of the applicable Debtor with the reasonable consent of the Required Consenting Term Lenders, shall (i) be paid in full in Cash including the payment of any interest required to be paid under section 506(b) of the Bankruptcy Code, (ii) receive the collateral securing its allowed Other Secured Claim, (iii) receive any other treatment that would render such claim unimpaired. *Unimpaired – Presumed to Accept*
Tranche B-2 Term Loan Claims	On the Effective Date, each holder of Tranche B-2 Term Loan Claims will receive, in full and final satisfaction of its Tranche B-2 Term Loan Claims, its *pro rata* share of (a) 100% of the common stock of the Reorganized Company issued on the Effective Date (the "New Common Shares"), subject to dilution by the MIP Shares (as defined below) and the New Warrants (as defined below), (b) $50 million in principal amount of Exit FLSO Loans, and (c) the Tranche B-2 Term Loan Deficiency Claims. *Impaired – Entitled to Vote*
Convertible Notes Unsecured Claims; Tranche B-2 Term Loan Deficiency Claims; General Unsecured Claims	On the Effective Date: (a) if the class of Convertible Notes Unsecured Claims, Tranche B-2 Term Loan Deficiency Claims and allowed General Unsecured Claims votes to accept the Plan, each holder of Convertible Notes Unsecured Claims, Tranche B-2 Term Loan Deficiency Claims and allowed General Unsecured Claims will receive, in full and final satisfaction of its Convertible Notes Unsecured Claims, Tranche B-2 Term Loan Deficiency Claims and allowed General Unsecured Claims, its *pro rata* share of warrants to purchase 5% of the New Common Shares outstanding on the Effective Date with an exercise period of three years and an exercise price based on an equity value of the Reorganized Company that that would result in a recovery for the holders of Tranche B-2 Term Loan Claims of $411 million plus accrued interest on the Tranche B-2 Loans as of the Petition Date, subject to the ability of such holders to elect into a $250,000 cash convenience class; and (b) if the class of Convertible Notes Unsecured Claims, Tranche B-2 Term Loan Deficiency Claims and allowed General Unsecured Claims does not vote to accept the Plan, the Convertible Notes Unsecured Claims, Tranche B-2 Term Loan Deficiency Claims and allowed General Unsecured Claims will be cancelled, released, discharged and extinguished, as the case may be, and will be of no further force or effect, whether surrendered for cancellation or otherwise, and the holders thereof shall receive no recovery on account of such claims. *Impaired – Entitled to Vote*
Intercompany Claims	Intercompany claims will receive no distribution under the Plan. All intercompany

	claims will be adjusted, reinstated, or discharged in the Company's discretion. *Unimpaired – Presumed to Accept*
Existing Equity Interests/Subordinated Claims	On the Effective Date, Existing Equity Interests and Subordinated Claims, if any, will be cancelled, released, discharged and extinguished, as the case may be, and will be of no further force or effect, whether surrendered for cancellation or otherwise. Holders of Existing Equity Interests and Subordinated Claims shall receive no recovery on account of such Existing Equity Interests and Subordinated Claims. *Impaired – Deemed to Reject*
OTHER MATERIAL PROVISIONS	
Releases	The Plan shall contain debtor and third party releases consistent with the prevailing law of the District of Delaware, including a mutual release of all claims among the Debtors, the ABL Lenders, the FILO Lenders, the ABL Agent, the agent under the DIP ABL Credit Agreement, the Ad Hoc Groups and each of their members, the Term Loan Lenders, the Term Loan Agents, the DIP Agent, the Convertible Noteholders, the Convertible Notes Trustee, holders of General Unsecured Claims, any official unsecured creditors' committee, if formed and approved by the Bankruptcy Court, and the members thereof in their capacity as such, in each case to the extent such party does not submit a voting ballot and affirmatively opt-out of the third party releases to be set forth in the Plan. Releases and exculpations included in the Plan shall otherwise be in form and substance reasonably satisfactory to the Company, the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members.
Corporate Governance	The Reorganized Company will be a private company. Corporate governance for the Reorganized Company following the Effective Date shall be in form and substance acceptable to the Required Consenting Term Lenders, subject to applicable law (including section 1123(a)(6) of the Bankruptcy Code, if applicable).
Management Incentive Plan	On the Effective Date, the board of directors of the Reorganized Company (the "New Board") shall adopt a Management Incentive Plan (the "MIP") that provides for the issuance of equity, options and/or other equity-based awards (collectively, "Awards") to employees and directors of the Reorganized Company. Ten percent (10%) of the fully diluted New Common Shares of the Reorganized Company that are issued and outstanding on the Effective Date shall be reserved for issuance under the MIP. The amount of New Common Shares to be allocated and awarded under the MIP will be determined by the Debtors and the Required Consenting Term Lenders. The form of the Awards (*i.e.*, stock options, restricted stock, appreciation rights, etc.), the participants in the MIP, the allocations of the Awards to such participants (including the amount of allocations and the timing of the grant of the Awards, subject to the immediately preceding sentence), and the terms and conditions of the Awards (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board in its sole discretion.
NQDC Plan	In accordance with the Plan, on and after the Effective Date, the Reorganized Company will assume and continue to perform under the non-qualified deferred compensation plan for certain of the Debtors' U.S. employees, the obligations of which are backed by company-owned life insurance policies held in a "rabbi" trust,

	which the Debtors will maintain pursuant to an approval order of the Bankruptcy Court (the "NQDC Plan").
Indemnification	Under the Plan, all indemnification provisions currently in place (whether in the existing directors' and officers' liability insurance policies and runoff endorsements, the by-laws, certificates of incorporation, articles of limited partnership, board resolutions or employment contracts, or other organizational documents) for the current and former directors, officers, managers, employees, attorneys, other professionals and agents of each of the Debtors and such current and former directors', officers' and managers' respective affiliates shall be continuing obligations of the Reorganized Company. The amended and restated bylaws, certificates of incorporation, articles of limited partnership and other organizational documents of the Reorganized Company adopted as of the Effective Date shall include provisions to give effect to the foregoing. All runoff endorsements will be assumed pursuant to the Plan.
Tax Structure	The parties shall cooperate in good faith to structure the Restructuring and related transactions in a tax-efficient manner as determined by the Required Consenting Term Lenders and the Required FILO Ad Hoc Group Members in consultation with the Company Entities, which structure will be in form and substance set forth in the Plan Supplement.

LIEN ATTACHMENT TO

GNC HOLDINGS, INC.

RESTRUCTURING TERM SHEET

In the event of any conflict in lien priority in this Lien Attachment and the Interim DIP Order, the Interim DIP Order shall control.

LIEN PRIORITY ON COLLATERAL	Term Priority Collateral	ABL Priority Collateral	Unencumbered Collateral (other than Avoidance Action Proceeds)	Avoidance Action Proceeds	Other Encumbered Collateral (not DIP ABL FILO Priority Collateral nor DIP Term Priority Collateral)
1	Carve-Out	Carve-Out	Carve-Out	Carve-Out	Other Liens
2	DIP Term Loan Facility Liens	DIP ABL FILO Term Loans Liens	DIP Term Loan Facility Liens	DIP Term Loan Facility Liens (to the extent of New Money DIP Term Claims)	Carve-Out
3	Tranche B-2 Term Loans Liens; Term Adequate Protection Liens	ABL FILO Term Loans Liens; ABL FILO Term Loans Adequate Protection Liens	Tranche B-2 Term Loans Adequate Protection Liens	DIP Term Loan Facility Liens (to the extent of Roll-Up DIP Term Claims) DIP ABL FILO Term Loans Liens	DIP Term Loan Facility Liens
4	DIP ABL FILO Term Loans Liens	DIP Term Loan Facility Liens	DIP ABL FILO Term Loans Liens	Tranche B-2 Term Loans Adequate Protection Liens ABL FILO Term Loans Adequate Protection Liens	DIP ABL FILO Term Loans Liens

5	ABL FILO Term Loans Liens; ABL FILO Adequate Protection Liens[1]	Tranche B-2 Term Loans Liens; Tranche B-2 Term Loans Adequate Protection Liens	ABL FILO Term Loans Adequate Protection Liens		Tranche B-2 Term Loans Adequate Protection Liens
6					ABL FILO Term Loans Adequate Protection Liens

Defined Terms (as such terms may be modified in the Interim DIP Order):

"Carve-Out" will have the meaning given to such term in the Interim DIP Order.

"Other Encumbered Collateral" means all assets and properties, in each case other than the Term Priority Collateral and the ABL Priority Collateral, that are subject to any validly perfected, enforceable and unavoidable security interest or lien in existence as of the Petition Date (and such security interests or liens, "Other Liens").

"Unencumbered Collateral" means all assets that do not constitute Term Priority Collateral, ABL Priority Collateral or Other Encumbered Collateral.

[1] 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. And any reference to the DIP ABL FILO Liens in the last two columns shall instead be a reference to the ABL FILO Adequate Protection Liens in the event the roll up is challenged or not effective. For the avoidance of doubt, if the repayment of the Prepetition ABL Loans are successfully challenged, the lien priority afforded under the ABL Intercreditor Agreement shall govern.

EXHIBIT B

Form of DIP Credit Agreement

[Filed Version]

DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT

dated as of June [●], 2020

among

GNC CORPORATION,

as Parent,

GENERAL NUTRITION CENTERS, INC.,

as Borrower,

The Several Lenders
from Time to Time Parties Hereto,

GLAS TRUST COMPANY LLC
as Collateral Agent

and

GLAS TRUST COMPANY LLC
as Administrative Agent

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SCHEDULES:

EXHIBITS:

DEBTOR-IN-POSSESSION TERM LOAN CREDIT AGREEMENT, dated as of June [●], 2020, among GNC CORPORATION, a Delaware corporation ("Parent"), GENERAL NUTRITION CENTERS, INC., a Delaware corporation (the "Borrower"), GNC Holdings, Inc., a Delaware corporation ("Holdings"), GNC Parent LLC, a Delaware limited liability company ("GNC Parent LLC"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), GLAS TRUST COMPANY LLC, as administrative agent (together with its successors in such capacity, the "Administrative Agent") and GLAS TRUST COMPANY LLC, as collateral agent (together with its successors in such capacity, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, the Loan Parties have commenced voluntary cases (the "Chapter 11 Cases") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Loan Parties continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, GNC Holdings, Inc., in its capacity as foreign representative on behalf of the Loan Parties, commenced a recognition proceeding under Part IV of the *Companies' Creditors Arrangement Act* (the "CCAA") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to recognize in Canada the Chapter 11 Cases as "foreign main proceedings" (the "Recognition Proceedings");

WHEREAS, in connection with the filing of the Chapter 11 Cases and the occurrence of the Interim DIP Order Entry Date, the Borrower, in its role as "ABL Administrative Borrower" under the Prepetition ABL Agreement, has terminated the "Revolving Credit Commitments" (as defined in the Prepetition ABL Agreement), repaid all Prepetition Revolving Loans, and cash collateralized the outstanding "Letters of Credit" (as defined in the Prepetition ABL Agreement) (such termination, repayment and cash collateralization, the "Revolver Termination");

WHEREAS, the Borrower has requested that the Lenders extend post-petition loans and advances to the Borrower in the form of term loans in an aggregate principal amount of $200,000,000. The Lenders have severally, and not jointly, agreed to extend such credit to the Borrower subject to the terms and conditions hereinafter set forth; and

WHEREAS, to provide security for the repayment of the Loans, and the payment of the other Obligations of the Loan Parties hereunder and under the other Loan Documents, the Loan Parties will grant to the Collateral Agent, for its benefit and the benefit of the Lenders, certain security interests, liens, and other rights and protections pursuant to the terms hereof and pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, all as more fully described herein.

The Lenders are willing to extend such credit to the Borrower on the terms and subject to the conditions set forth herein. Accordingly, in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABL Priority Collateral": the "ABL Priority Collateral" (under and as defined in the Prepetition Intercreditor Agreement).

"ABR": when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Ad Hoc Group of Crossover Lenders": the group of ad hoc holders of the Prepetition Term Loans and Prepetition FILO Loans represented by Milbank LLP, Cassels Brock & Blackwell LLP and Houlihan Lokey, Inc.

"Ad Hoc Group Advisors": Milbank LLP, Cassels Brock & Blackwell LLP and Houlihan Lokey, Inc.

"Adjusted LIBO Rate": with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (a)(i) the LIBO Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate or (b) with respect to Eurodollar Loans, 1.00%.

"Administrative Agent": as defined in the preamble hereto.

"Administrative Questionnaire": an administrative questionnaire in a form supplied by the Administrative Agent.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Affiliated Lender": any Affiliate of Parent other than (i) Parent or any Subsidiary of Parent and (ii) any natural Person.

"Agents": the collective reference to the Administrative Agent and the Collateral Agent.

"Aggregate Exposure": with respect to any Lender at any time, an amount equal to the aggregate then unpaid principal amount of such Lender's Term Loans.

"Aggregate Exposure Percentage": with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender's Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time.

"Agreement": this Credit Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Alternate Base Rate": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%, (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1% and (d) with respect to ABR Loans, 2.00%; provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the Screen Rate (or if the Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.17 hereof, then the Alternate Base Rate shall be the greatest of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Alternative Transaction" means any dissolution, winding up, liquidation, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, financing (debt or equity), restructuring, repurchase, refinancing, extension or repayment of a material portion of the Borrower's funded debt or similar transaction of or by any of the Loan Parties, other than the transactions contemplated by and in accordance with the Restructuring Support Agreement.

"Anti-Corruption Laws": all laws, rules and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Margin": (i) 13.00% per annum for Eurodollar Loans and (ii) 12.00% per annum for ABR Loans.

"Approved Fund": any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit as its primary activity and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Plan of Reorganization": a Chapter 11 plan of reorganization, having the terms set forth in the Restructuring Support Agreement and otherwise in form and substance reasonably satisfactory to the Borrower and the Required Lenders, and filed by the Loan Parties with the Bankruptcy Court in connection with the Chapter 11 Cases, as may be amended, supplemented or otherwise modified from time to time.

"Assignment and Assumption": an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4),

and accepted by the Administrative Agent, in the form of Exhibit C or any other form approved by the Administrative Agent and the Borrower.

"Attributable Indebtedness": when used with respect to any Sale and Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Borrower's then-current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi- annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale and Leaseback Transaction.

"Avoidance Actions": all causes of action arising under Chapter 5 of the Bankruptcy Code and similar statutes of the relevant states.

"Backup Withholding Tax": United States federal withholding Taxes imposed pursuant to Section 3406 of the Code, as in effect on the date of this Agreement, or any successor provision that is substantially the equivalent thereof, and any regulations or official interpretations thereof (including any revenue ruling, revenue procedure, notice or similar guidance issued by the Internal Revenue Service thereunder as a precondition to relief or exemption from Taxes under such provisions).

"Backstop Commitment Letter": the DIP Backstop Commitment Letter dated June [●], 2020 among the Borrower, each of the other Loan Parties party thereto and the Backstop Lenders party thereto.

"Backstop Lenders": certain members of the Ad Hoc Group of Crossover Lenders that have (on a several, but not joint, basis) backstopped the full aggregate amount of the Facility by providing the commitments to participate in the Facility that are not assumed by the other Prepetition Term Loan Lenders.

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation": with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bankruptcy Code": Title 11 of the United States Code, as amended from time to time.

"Bankruptcy Court": as defined in the recitals hereto.

"Bankruptcy Court DIP Order": the Interim DIP Order or the Final DIP Order, as applicable.

"Bankruptcy Event": with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, interim receiver, monitor, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or

similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Board": the Board of Governors of the Federal Reserve System of the United States of America (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrower Materials": as defined in Section 5.2.

"Borrowing": Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Request": a request by the Borrower for a Borrowing substantially in the form of Exhibit F.

"Budget": the 13-week statement of the Loan Parties' anticipated cash receipts and Budget Disbursements for the first 13 weeks of the Chapter 11 Cases, set forth on a weekly basis, including the anticipated uses of the proceeds from the Facility for such period and attached hereto as Exhibit H, as updated pursuant to Section 5.1(B)(a) from time to time.

"Budget Disbursements": in any period, the Loan Parties' operating disbursements and Capital Expenditures (excluding Professional Fees and restructuring charges arising on account of the Chapter 11 Cases (including U.S. Trustee fees and professional fees and expenses incurred by any official committee appointed in the Chapter 11 Cases or the Agents, the Lenders and/or the Loan Parties or paid by the Loan Parties as adequate protection)).

"Budgeted Disbursements Test": as defined in the definition of "Budget Event".

"Budgeted Receipts Test": as defined in the definition of "Budget Event".

"Budget Event": shall mean any of the following:

(a) the aggregate amount of actual receipts during any Budget Testing Period shall be less than the aggregate receipts in the Budget for such Budget Testing Period by an amount greater than the Permitted Variance (this clause (a), the "Budgeted Receipts Test"); or

(b) the aggregate amount of actual Budget Disbursements shall exceed the projected aggregate Budget Disbursements in the Budget for such Budget Testing Period by more than the Permitted Variance (this clause (b), the "Budgeted Disbursements Test").

"Budget Testing Date" means (a) in the case of the Budgeted Receipts Test, the Wednesday of each week after the Petition Date, commencing with Wednesday, July 22, 2020, and (b) in the case of the Budgeted Disbursements Test, the Wednesday of each week after the Petition Date, commencing with Wednesday, July 8, 2020.

"Budget Testing Period" shall mean:

(a) for the Budgeted Receipts Test, (i) with respect to the first Budget Testing Date, the period beginning on Saturday, June 20, 2020 and ending on the Friday prior to such first Budget Testing Date and (ii) with respect to each Budget Testing Date thereafter, the period beginning on the fifth prior Saturday to such Budget Testing Date and ending on the Friday prior to such Budget Testing Date; and

(b) for the Budgeted Disbursements Test, (i) with respect to the first Budget Testing Date, the period beginning on Saturday, June 20, 2020 and ending on the Friday prior to such first Budget Testing Date, (ii) with respect to the second Budget Testing Date, the period beginning on Saturday, June 20, 2020 and ending on the Friday prior to such second Budget Testing Date, (iii) with respect to the third Budget Testing Date, the period beginning on Saturday, June 20, 2020 and ending on the Friday prior to such third Budget Testing Date, and (iv) with respect to each Budget Testing Date thereafter, the period beginning on the fifth prior Saturday to such Budget Testing Date and ending on the Friday prior to such Budget Testing Date.

"Business Day": any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, Pittsburgh, Pennsylvania or Toronto, Ontario are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Canadian Anti-Corruption Laws": the *Corruption of Foreign Public Officials Act* (Canada), *Special Economic Measures Act* (Canada), *the Freezing Assets of Corrupt Foreign Officials Act* (Canada), Part of the *Criminal Code* (Canada) and the *Export and Import Permits Act* (Canada), and any related regulations.

"Canadian Anti-Money Laundering Legislation": the *Criminal Code* (Canada), *the Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the *United Nations Act* (Canada), and any regulations thereunder.

"Canadian Defined Benefit Plan": a Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the *Income Tax Act* (Canada).

"Canadian Court": as defined in the recitals hereto.

"Canadian Court DIP Recognition Order": the Interim DIP Recognition Order and the Final DIP Recognition Order, as applicable.

"Canadian Dollars" and "C$": lawful currency of Canada.

"Canadian Guarantee and Collateral Agreement": the Canadian Guarantee and Collateral Agreement, dated as of the Closing Date, executed and delivered by the Canadian Guarantor, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Canadian Guarantor": General Nutrition Centres Company, an unlimited liability company organized under the laws of Nova Scotia.

"Canadian Pension Plan": any pension plan maintained or sponsored by the Canadian Guarantor that is subject to the funding requirements of the Pension Benefits Act (Ontario), the *Income Tax Act* (Canada) or applicable pension benefits legislation in any other Canadian jurisdiction and is applicable to employees resident in Canada and to which the Canadian Guarantor is making or accruing an obligation to make contributions or has within the preceding five years made or accrued such contributions.

"Canadian Pension Termination Event": (a) the withdrawal of the Canadian Guarantor from a Canadian Defined Benefit Plan which is "multi-employer pension plan", as defined under applicable pension standards legislation, during a plan year, or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of an amendment with the applicable Governmental Authority which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan, (c) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan or (d) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Welfare Plan": any medical, health, hospitalization, insurance or other employee benefit or welfare plan or arrangement of the Canadian Guarantor applicable to employees resident in Canada.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that are required to be capitalized under GAAP on a balance sheet of such Person, it being understood that Capital Expenditures do not include amounts expended to purchase assets constituting an on-going business.

"Capital Lease Obligations": with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet (excluding the footnotes thereto) of such Person under GAAP; and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing, including convertible securities but excluding debt securities convertible or exchangeable into any of the foregoing.

"Carve Out" has the meaning specified in the Bankruptcy Court DIP Order.

"Cash Equivalents": (a) United States and Canadian dollars; (b) in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business and not for speculation; (c) securities and other obligations issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition; (d) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any Lender or with any domestic or foreign bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia or any U.S. branch of a foreign bank having, capital and surplus of not less than $500,000,000; (e) repurchase obligations for underlying securities of the types described in clauses (c) and (d) above or clause (g) below entered into with any financial institution meeting the qualifications specified in clause (d) above; (f) commercial paper rated at least P-2 by Moody's Investor Service, Inc. or at least A-2 by Standard & Poor's Rating Services (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, maturing within one year after the date of acquisition; (g) marketable short-term money market and similar highly liquid funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (h) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an investment grade rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with maturities of one year or less from the date of acquisition; (i) Investments with average maturities of one year or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (j) short-term obligations of, or fully guaranteed by, the government of Canada, (k) short-term obligations of, or fully guaranteed by, the government of a Province of Canada, in each case having a rating of "A-" (or the then equivalent grade) or better by a nationally recognized rating agency and (l) investment funds investing substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (k) of this definition.

In the case of Investments by the Canadian Guarantor or by any Foreign Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (a)

through (l) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by the Canadian Guarantor or by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (a) through (l) and in this paragraph.

Notwithstanding the foregoing, Cash Equivalents shall also include amounts denominated in currencies other than those set forth in clause (a) above, provided that such amounts are converted into Dollars as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

"Cash Management Order": as defined in Section 4.1(k).

"Cash Management Services": any treasury, depositary, pooling, netting, overdraft, stored value card, purchase card (including so-called "procurement cards" or "P-cards"), debit card, credit card, cash management and similar services and any automated clearing house transfer of funds.

"CCAA": as defined in the recitals hereto.

"CFC": a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law": (a) the adoption of any law, rule or regulation after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder (a "Later Date"), (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder, or (c) compliance by any Lender (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder. Notwithstanding anything herein to the contrary (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"Change of Control": the occurrence of any of the following events: (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of Holdings or any of its Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) shall become the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act),

directly or indirectly, of Capital Stock representing more than 51% of the ordinary voting power for the election of directors of Holdings (determined on a fully diluted basis but not giving effect to contingent voting rights which have not vested); (b) Parent shall cease to own and control, of record and beneficially, directly, 100% of each class of outstanding Capital Stock of the Borrower free and clear of all Liens (except Permitted Liens); or (c) Holdings shall cease to beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly) and control, directly or indirectly, 100% of each class of outstanding Capital Stock of the Parent.

"Chapter 11 Cases": the meaning specified in the recitals hereto.

"Closing Date": the first date all the conditions in Section 4.1 have been satisfied or waived which shall not be later than three Business Days after the Interim DIP Order Entry Date.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all Property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement and the "DIP Collateral" as defined in the Bankruptcy Court DIP Orders. The term "Collateral" shall not include any Excluded Assets.

"Collateral Agent": as defined in the preamble hereto.

"Commitment": with respect to any Lender, such Lender's New Money Commitment and/or such Lender's Roll-up Loans Commitment.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Sections 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Company Intellectual Property": as defined in Section 3.9.

"Confirmation Date": the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

"Confirmation Order": an order of the Bankruptcy Court, in form and substance acceptable to the Required Lenders, confirming the Approved Plan of Reorganization.

"Contractual Obligation": with respect to any Person, any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Credit Party": the Administrative Agent, the Collateral Agent or any Lender.

"Debtor Relief Laws": the Bankruptcy Code of the United States, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding Up and Restructuring Act (Canada), and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect.

"Default": any of the events specified in Section 7, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed, within three Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after written request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans (unless such Lender indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance reasonably satisfactory to the Administrative Agent, or (d) has become the subject of a Bankruptcy Event or Bail-in Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"DIP Funding Account": the account in the name of the Administrative Agent and under the sole dominion and control of the Administrative Agent, and otherwise established in a manner reasonably satisfactory to the Administrative Agent in which the proceeds of the New Money Loans shall be deposited and held.

"DIP Superpriority Claim": allowed superpriority administrative expense claims granted by the Bankruptcy Court DIP Order to the Administrative Agent, on behalf of itself and

the Lenders, pursuant to Bankruptcy Code sections 364(c)(1), as set forth in the Bankruptcy Court DIP Order (a) with priority over any and all administrative expense claims and unsecured claims against the Loan Parties or their estates in any of the Chapter 11 Cases or in any other proceedings superseding or related to any of the foregoing, 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 Loan Parties and their estates, and any successor trustee or other estate representative to the extent permitted by law.

"Disposition": with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof (excluding Liens); and the terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": any Capital Stock which, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (i) matures or is mandatorily redeemable (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, (ii) is redeemable at the option of the holder thereof (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), in whole or in part, (iii) provides for the scheduled payments or dividends in cash, or (iv) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock, in each case, prior to the date that is 91 days after the Maturity Date at the time of issuance, except, in the case of clauses (i) and (ii), if as a result of a change of control event or asset sale or other Disposition or casualty event, so long as any rights of the holders thereof to require the redemption thereof upon the occurrence of such a change of control event or asset sale or other Disposition or casualty event are subject to the prior payment in full of the Obligations; provided that if such Capital Stock is issued pursuant to a plan for the benefit of employees of Parent, the Borrower or any of its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by Parent, the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Disqualified Institution":

(1) any Person that is or controls a competitor of the Borrower or any of its Subsidiaries and is identified by the Borrower in writing to the Administrative Agent from time to time prior to, on or after the Closing Date; or

(2) any Affiliate of any of the foregoing Persons that is (i) reasonably identifiable solely on the basis of the similarity of such Affiliate's name (but excluding any such Affiliate that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and

with respect to which such foregoing Person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such Affiliate) or (ii) identified by the Borrower to the Administrative Agent in writing from time to time prior to, on or after the Closing Date.

"Dollars" and "$": lawful currency of the United States of America.

"Domestic Subsidiary": a Restricted Subsidiary that is incorporated, organized or otherwise formed under the laws of the United States, any State thereof or the District of Columbia.

"EEA Financial Institution": (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Election Deadline": 5:00 pm eastern time on the date that is ten (10) Business Days following the entry of the Interim DIP Order.

"Eligible Assignee": (i) any Lender, any Affiliate of a Lender and any Approved Fund, (ii) any commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act of 1933) and which extends credit or buys loans in the ordinary course, and (iii) solely for the purpose of Section 10.6, any Loan Party that is a Wholly Owned Subsidiary and a Domestic Subsidiary and a disregarded entity for tax purposes.

"Environmental Laws": any and all laws, rules, orders, regulations, statutes, ordinances, enforceable guidelines, codes, decrees, or other legally enforceable requirements of any international authority, foreign government, the United States or Canada, or any state, provincial, territorial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct for protection of the environment or of human health, or employee health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liability": any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Restricted Subsidiary resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or

threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Permits": any and all permits, licenses, approvals, registrations, and other authorizations of a Governmental Authority required under any Environmental Law.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Event" means (i) a Reportable Event with respect to any Single Employer Plan (excluding those for which the provision for 30 day notice to the PBGC has been waived by regulation); (ii) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Single Employer Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Single Employer Plan or the failure to make any required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Single Employer Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) the withdrawal by any Borrower or Commonly Controlled Entity from any Single Employer Plan with two or more contributing sponsors or the termination of any such Single Employer Plan resulting in liability to any Borrower or Commonly Controlled Entity pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Single Employer Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Single Employer Plan; (vi) the imposition of liability on any Borrower or Commonly Controlled Entity pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of any Borrower or Commonly Controlled Entity in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by any Borrower or Commonly Controlled Entity of notice from any Multiemployer Plan that it is in Insolvency, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property and rights to property belonging to any Borrower or Commonly Controlled Entity; or (ix) a Canadian Pension Termination Event.

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Eurodollar": when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default": any of the events specified in Section 7, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Exchange Act": the Securities Exchange Act of 1934, as amended.

"Excluded Assets": the collective reference to:

(1) any licenses, franchises, charters and authorizations of a Governmental Authority to the extent a security interest therein under the Loan Documents is prohibited by or would require the consent, license or approval of any Governmental Authority (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition);

(2) any asset if the granting of a security interest under the Loan Documents in such asset would be prohibited by any (x) law, treaty, rule or regulation (including all applicable regulations and laws regarding assignments of and security interests in, government receivables) or a court or other Governmental Authority or would require the consent, license or approval of any Governmental Authority (other than proceeds thereof, to the extent the assignment of such proceeds is effective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition and the assignment of such proceeds is not prohibited by applicable law and does not require the consent, license or approval of any Governmental Authority) or (y) contractual obligation (only to the extent such restriction is binding on such asset (i) on the Closing Date or (ii) on the date of the acquisition thereof and not entered into in contemplation thereof) (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition);

(3) any lease, license or other agreement to the extent that a grant of a security interest therein under the Loan Documents would violate or invalidate such lease, license or agreement (except any such lease, license or agreement among Holdings and its Wholly-Owned Subsidiaries and except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition);

(4) Capital Stock (i) in any Person that is not a Wholly-Owned Subsidiary to the extent the pledge or other granting of a security interest under the Loan Documents in such Capital Stock would be prohibited by, or require a consent or approval under, organizational or governance documents or shareholders' or similar agreements of or with respect to such Person (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order, or other applicable law notwithstanding such prohibition) and (ii) in Unrestricted Subsidiaries, broker-dealer Subsidiaries, not-for-profit Subsidiaries and captive insurance Subsidiaries;

(5) any assets subject to a Lien permitted by Section 6.3(j) or 6.3(q) to the extent the documents governing such Lien prohibit, or require a consent or approval in order for, such assets to be subject to the Liens created by the Loan Documents (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP order or other applicable law notwithstanding such prohibition);

(6) any United States (or Canadian) intent-to-use application for registration of a trademark or service mark prior to the acceptance by the United States Patent and Trademark Office (or the Canadian Intellectual Property Office) of a statement of use or an amendment to allege use, to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, a Loan Party's right, title or interest therein or any trademark or service mark registration issued therefrom;

(7) assets sold or otherwise disposed of to a Person who is not a Loan Party in compliance with Section 6.5;

(8) "margin stock" within the meaning of Regulation U;

(9) segregated trust fund accounts, payroll accounts, accounts used solely for making payments in respect of withholding taxes and employee benefits, trust accounts, escrow accounts for the benefit of unaffiliated third parties, and the cash collateral account established pursuant to the LC Cash Collateral Agreement (collectively, the "Excluded Accounts");

(10) assets of broker-dealer Subsidiaries, not-for-profit Subsidiaries and captive insurance Subsidiaries;

(11) "consumer goods" (as defined in the PPSA);

(12) any Receivables for which the account debtor is incorporated or located in Iran; and

(13) any Avoidance Actions (other than the proceeds thereof);

provided that (a) in the case of clauses 2(y), (3) and (5), such exclusion shall not apply (i) to the extent the prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code, the Bankruptcy Code or other applicable law or (ii) to proceeds of the assets referred to in such clause, the assignment of which is expressly deemed effective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code, the Bankruptcy Code or other applicable law and (b) assets described above shall no longer be "Excluded Assets" upon termination of the applicable prohibition or restriction described above that caused such assets to be treated as "Excluded Assets".

"Excluded Domestic Subsidiaries": GNC Intermediate IP Holdings, LLC, GNC Intellectual Property Holdings, LLC, Nutra Insurance Company, GNC Newco Parent LLC and GNC Supply Purchaser, LLC.

"Excluded Subsidiary": (a) [reserved], (b) [reserved], (c) [reserved], (d) [reserved], (e) the Excluded Domestic Subsidiaries, (f) any Restricted Subsidiary which is a limited partnership of which the Borrower or a Guarantor does not constitute the general partner, (g) [reserved], (h) any Subsidiary to the extent such Subsidiary's guaranteeing any of the Obligations or otherwise becoming a Loan Party is prohibited or restricted by any Requirement of Law or requires the consent, approval, license or authorization of any Governmental Authority (unless such consent, approval, license or authorization has been obtained (it being agreed that

the Borrower shall be under no obligation to seek the same)), (i) not-for-profit Subsidiaries, (j) any Subsidiary which is not a Wholly-Owned Subsidiary of Parent, (k) captive insurance Subsidiaries, (l) broker-dealer Subsidiaries, (m) special purpose receivables Subsidiaries, (n) [reserved], and (o) any Subsidiary with respect to which (i) the Administrative Agent and the Borrower reasonably agree that the cost or other consequences of providing a guarantee or granting Liens to secure the Obligations are likely to be excessive in relation to the value to be afforded thereby or (ii) in the case of any Person that becomes a Subsidiary after the Closing Date, providing such a guarantee or granting such Liens would reasonably be expected to result in material adverse tax consequences as determined in good faith by the Borrower and consented to by the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed); provided that any Subsidiary described above shall be deemed not to be an Excluded Subsidiary if the Borrower has notified the Administrative Agent in writing that such Subsidiary should not be treated as an Excluded Subsidiary (and solely for purposes of Section 5.10(c) and the Security Documents, such Subsidiary shall be deemed to have been acquired at the time such notice is received by the Administrative Agent).

"Excluded Taxes": with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Loan Parties hereunder, (a) Taxes imposed on (or measured by) its overall net income (however denominated), franchise or similar Taxes imposed on it (in each case, in lieu of net income Taxes) and Backup Withholding Taxes imposed on it by (i) the United States of America, (ii) the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office or the office to which its interests, rights and obligations under this Agreement are assigned is located or (iii) any other jurisdictions (or any political subdivision thereof) as a result of a present or former connection between the Administrative Agent, such Lender or other recipient and such jurisdiction imposing such Tax other than a connection arising as a result of the execution or delivery of, receipt of any payments, exercise of any rights or performance of any obligations under, enforcement of or any transaction or other activities related to any Loan Document, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction in which the Borrower is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.22(b)), any United States federal withholding Tax that is in effect and would apply to amounts payable (including, for the avoidance of doubt, commitment fees and other consent, amendment and similar fees) to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 2.20(a), (d) any Taxes that are attributable to a Foreign Lender's failure to comply with Section 2.20(e)(i), and (e) any Taxes imposed under, or as a result of the failure of such recipient to satisfy the applicable requirements under, FATCA.

"Existing Letters of Credit": the letters of credit set forth on Schedule 1.1(a).

"Exit Conversion": the meaning specified in Section 2.23(a).

"Exit Term Loan Facility Credit Agreement": the meaning specified in Section 2.23(b)(i).

"Exit Term Loan Facility Term Sheet": the Term Sheet attached hereto as Exhibit I.

"Facility": the Loans and Commitments made available to the Borrower under this Agreement.

"FATCA": Sections 1471 through 1474 of the Code, as in effect on the date of this Agreement or any successor provision that is substantially the equivalent thereof, any current or future regulations or official interpretations thereof (including any revenue ruling, revenue procedure, notice or similar guidance issued by the Internal Revenue Service thereunder as a precondition to relief or exemption from Taxes under such provisions and including any agreements entered into pursuant to Section 1471(b)(1) of the Code) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate": for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"Final DIP Recognition Order": an order of the Canadian Court in the Recognition Proceedings, in form and substance satisfactory to the Required Lenders in their sole discretion, recognizing and enforcing the Final DIP Order in Canada.

"Final DIP Order": the final order of the Bankruptcy Court, approving the Facility on a final basis, in form and substance satisfactory to the Required Lenders, as the same may be amended, modified or supplemented from time to time with the express written consent of the Required Lenders.

"Final DIP Order Entry Date": the date on which the Final DIP Order is entered on the docket of the Bankruptcy Court.

"Final Loan": the Loan made on or after the Final DIP Order Entry Date.

"First-Lien First Out Loans": as defined in the Exit Term Loan Facility Term Sheet.

"First-Lien Second Out Loans": as defined in the Exit Term Loan Facility Term Sheet.

"Flood Insurance Laws": collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute

thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Lender": any Lender that is organized under the laws of a jurisdiction other than that of the United States of America. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary": any Subsidiary of the Borrower (other than the Canadian Guarantor and other than GNC Puerto Rico LLC) that is not a Domestic Subsidiary.

"GAAP": generally accepted accounting principles in the United States of America as in effect from time to time.

"GNC Parent LLC": as defined in the preamble hereto.

"Governmental Authority": any nation or government, any state, province, territory or other political subdivision thereof and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government.

"Guarantee and Collateral Agreement": the Guarantee and Collateral Agreement, dated as of the Closing Date, executed and delivered by Parent, the Borrower and each Subsidiary Guarantor (other than the Canadian Guarantor), as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Guarantee Obligation": with respect to any Person (the "guaranteeing person"), any obligation of the guaranteeing person guaranteeing or having the economic effect of guaranteeing any Indebtedness, lease payments, dividend payments or other economic obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security for such primary obligation, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, in each case, so as to enable the primary obligor to pay such primary obligation, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation (or portion thereof) in respect of

which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": the collective reference to Holdings, GNC Parent LLC, Parent, the Canadian Guarantor and the Subsidiary Guarantors.

"Hazardous Materials": (i) petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and explosive or radioactive substances or (ii) any chemical, material, waste, substance or pollutant that is prohibited, limited or regulated pursuant to any Environmental Law.

"Hedge Agreements": all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by the Borrower or its Restricted Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Holdings": as defined in the preamble hereto.

"Impacted Interest Period": as defined in the definition of "LIBO Rate".

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services (other than (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation unless such obligation is not paid after becoming due and payable or appears as a liability on the balance sheet of such Person and (iii) accruals for payroll and other liabilities accrued in the ordinary course of business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), but limited to the lesser of the fair market value of such Property and the principal amount of such Indebtedness if recourse is solely to such Property, (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under bankers' acceptances, letters of credit, surety bonds and similar instruments (except unsecured and unmatured reimbursement obligations in respect thereof obtained in the ordinary course of business to secure the performance of obligations that are not Indebtedness pursuant to another clause of this definition), (g) the liquidation value of all Disqualified Capital Stock of such Person, to the extent mandatorily redeemable in cash prior to the date which is the 91st day after the Maturity Date (other than in connection with change of control events and asset sales and other Disposition and casualty events to the extent that the terms of such Capital Stock provide that such Person may not redeem any such Capital Stock in connection with such change of control

event or asset sale or other Disposition or casualty event unless such redemption is subject to the prior payment in full of the Obligations), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above; (i) all obligations of the kind referred to in clauses (a) through (h) above secured by any Lien on Property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligations (but limited to the lesser of the fair market value of such Property and the principal amount of such obligations) and (j) the net obligations of such Person in respect of Hedge Agreements solely for the purposes of Section 6.2 and Section 7.

"Indemnified Taxes": Taxes other than Excluded Taxes.

"Information Officer": FTI Consulting Canada Inc., in its capacity as court-appointed information officer in connection with the Recognition Proceedings.

"Initial Recognition Order" means an order of the Canadian Court, in form and substance acceptable to the Required Lenders in their sole discretion, among other things, recognizing the Chapter 11 Cases as foreign main proceedings under Part IV of the CCAA.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, Canadian, state, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, service marks, technology, know-how and processes, recipes, formulas, trade secrets, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercreditor Agreements": the Prepetition Intercreditor Agreement and any other intercreditor agreement entered into by or among any Representatives and the Loan Parties, in each case as in effect from time to time.

"Interest Election Request": a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.10.

"Interest Payment Date": (a) with respect to any ABR Loan, the last day of each month, and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and the Maturity Date of the Facility.

"Interest Period": with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two or three months thereafter, provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next

succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim DIP Order": the order of the Bankruptcy Court, approving the Facility on an interim basis, substantially in the form of Exhibit J hereto.

"Interim DIP Order Entry Date": the date on which the Interim DIP Order is entered on the docket of the Bankruptcy Court.

"Interim DIP Recognition Order": the order issued by the Canadian Court in form and substance acceptable to the Required Lenders in their sole discretion, which shall have been issued by the Canadian Court no later than three (3) Business Days after the entry of the Interim DIP Order and shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended in any respect without the written consent of the Required Lenders. For the avoidance of doubt the Interim DIP Recognition Order may be part of the Supplemental Order.

"Interim CCAA Order": the order issued by the Canadian Court in form and substance acceptable to the Required Lenders in their sole discretion, which provides, among other things, an interim stay against the Loan Parties in Canada and which order shall have been entered by the Canadian Court as soon as practicable after the filing of the Chapter 11 Cases and before the "first day" hearing before the Bankruptcy Court.

"Interpolated Rate": as defined in the definition of "LIBO Rate".

"Investments": as defined in Section 6.8.

"IRS": the United States Internal Revenue Service.

"LC Cash Collateral Agreement": the Cash Collateral Agreement, dated as of [●], 2020, between General Nutrition Centers, Inc. and JPMorgan Chase Bank, N.A.

"Lender Parties": as defined in Section 9.16.

"Lenders": the Persons listed on Schedule 2.1 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"LIBO Rate": with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in

length to such Interest Period as displayed on page LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "Screen Rate") at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; provided, further, that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then the LIBO Rate shall be the Interpolated Rate at such time. "Interpolated Rate" means, at any time, the rate per annum (rounded to the same number of decimal places as the Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time.

"Lien": any mortgage, pledge, hypothecation, security assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing); provided that in no event shall an operating lease in and of itself constitute a Lien.

"Loan": any loan made by any Lender pursuant to this Agreement.

"Loan Documents": this Agreement, the Security Documents, the Prepetition Intercreditor Agreement, the Bankruptcy Court DIP Order, the Notes and any other agreement, instrument, report and other document evidencing or securing any Obligation.

"Loan Parties": the Borrower and the Guarantors.

"Material Adverse Effect": (a) a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Loan Parties and their Restricted Subsidiaries, taken as a whole, (b) a material and adverse effect on the rights and remedies of the Administrative Agent, the Collateral Agent and Lenders, taken as a whole, under the Loan Documents or (c) a material and adverse effect on the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents; provided that none of the following shall constitute a Material Adverse Effect under clause (a) hereof: (i) the COVID-19 pandemic and the direct and indirect effects of the COVID-19 pandemic upon the Loan Parties (provided that the exception in this clause (i) shall not apply to the extent that such pandemic and the direct and indirect effects thereof are disproportionately adverse to the Loan Parties, taken as whole, as compared to other companies in similar lines of business that the Loan Parties operate), (ii) the Chapter 11 Cases, Recognition Proceedings and/or the events and conditions related and/or leading up to or following the commencement of the Chapter 11 Cases and Recognition Proceedings, (iii) any defaults under agreements that are stayed under the

Bankruptcy Code or CCAA, as applicable, as a result of the Chapter 11 Cases or Recognition Proceedings, (iv) reduction in payment terms by suppliers, reclamation claims, and any "going concern" or other qualification, exception or explanatory note in the Loan Parties' audited financial statements, (v) any matters publicly disclosed prior to the Closing Date, (vi) any matters disclosed in the "first day orders" and "second day orders" entered by the Bankruptcy Court at the time of the commencement of the Chapter 11 Cases, and (vii) any matters disclosed in the Schedules hereto.

"Material Debt": Indebtedness (other than Indebtedness constituting Obligations), or obligations in respect of one or more Hedge Agreements (other than to the extent constituting Obligations), of any one or more of Parent, the Borrower or any Restricted Subsidiary in an aggregate principal amount exceeding $2,000,000. For purposes of determining Material Debt, the "obligations" of Parent, the Borrower or any Restricted Subsidiary in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Parent, the Borrower or such Restricted Subsidiary would be required to pay if such Hedge Agreement were terminated at such time.

"Maturity Date": the earliest to occur of (i) [●][1], (ii) the date that is 35 days (or such later date as the Required Lenders may agree) after the Petition Date if the Final DIP Order has not been entered prior to the expiration of such 35-day period, (iii) the date the Bankruptcy Court orders the conversion of the Chapter 11 Cases to a Chapter 7 liquidation or the dismissal of the Chapter 11 Cases, (iv) the acceleration of the Loans and the termination of the Commitment under the Facility, (v) the sale of all or substantially all of the Loan Parties' assets and (vi) the consummation of a Chapter 11 plan of reorganization for the Loan Parties; provided that if the Exit Conversion occurs, the Loans shall not be paid in cash and shall convert in accordance with the terms and conditions set forth in Section 2.23.

"Maximum Rate": as defined in Section 9.17.

"Milestones": the "DIP Term Milestones" as defined in the Bankruptcy Court DIP Order (which Milestones may be extended in writing by the Required Lenders).

"Moody's": Moody's Investor Services, Inc.

"Multiemployer Plan": a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Commonly Controlled Entity contributes or has an obligation to contribute or with respect to which the Borrower or any Commonly Controlled Entity has any liability (including if such liability was imposed pursuant to Section 4212(c) of ERISA).

"Net Cash Proceeds": (a) in connection with any Recovery Event, the proceeds thereof received by the Loan Parties in the form of cash and Cash Equivalents of such Recovery Event, net of the sum of (i) out-of-pocket attorneys' fees, accountants' fees and investment banking and advisory fees incurred by the Loan Parties in connection with such Recovery Event, (ii) principal, premium or penalty, interest and other amounts required to be paid in respect of Indebtedness secured by the asset subject to such Recovery Event and that is required to be

[1] To be date that is 6 months from Petition Date.

repaid in connection with such Recovery Event (other than Indebtedness under the Loan Documents), (iii) other out-of-pocket fees and expenses actually incurred in connection therewith, (iv) taxes (and the amount of any distributions made pursuant to Section 6.6 to permit Parent or any direct or indirect parent company of the Parent to pay taxes) (including, without limitation, sales, transfer, deed or mortgage recording taxes) paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (v) in the case of any Recovery Event by a Restricted Subsidiary that is not a Wholly Owned Subsidiary, the pro-rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (v)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Restricted Subsidiary that is a Wholly Owned Subsidiary as a result thereof and (vi) any reserve established in accordance with GAAP; provided that such reserved amounts shall be Net Cash Proceeds to the extent and at the time of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any such reserve, and (b) in connection with any issuance or incurrence of any Indebtedness or Capital Stock, the cash proceeds received by the Loan Parties from such issuance or incurrence, net of attorneys' fees, investment banking and advisory fees, accountants' fees, underwriting discounts and commissions and other customary fees, costs and expenses actually incurred in connection therewith, any swap breakage costs and other termination costs related to Hedge Agreements and any other fees and expenses actually incurred in connection therewith), in each case as determined reasonably and in good faith by a Responsible Officer of the Borrower.

"New Money Commitment" means as to each Lender, its obligation to make a New Money Loan to Borrower hereunder, expressed as an amount representing the maximum principal amount of New Money Loans to be made by such Lender under this Agreement, as such commitment may be reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to an Assignment and Assumption or an election joinder in the form of Exhibit G. The amount of each Lender's New Money Commitment is set forth on Schedule 2.1 under the caption "New Money Loans" or, otherwise, in the Assignment and Assumption or election joinder pursuant to which such Lender shall have assumed its New Money Commitment, as the case may be. The aggregate amount of the New Money Commitments on the Closing Date is $100,000,000.

"New Money Loans": the Loans made pursuant to Section 2.1 under the New Money Commitment.

"Non-Consenting Lender": as defined Section 2.22(c).

"Nonpublic Information": information which has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

"Note": any promissory note evidencing any Loan substantially in the form of Exhibit D hereto.

"NYFRB": the Federal Reserve Bank of New York.

"NYFRB Rate": for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, that the NYFRB Rate shall in no event be determined for any day to be lower than the Federal Funds Effective Rate for such day (to the extent that the Federal Funds Effective Rate is published for such day or for the immediately preceding Business Day).

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Loan Parties to the Administrative Agent, the Collateral Agent or to any Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement or any other Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Administrative Agent, to the Collateral Agent or to any Lender that are required to be paid by the Borrower pursuant hereto).

"Operating Account": the deposit account established by the Borrower for the purpose of receipt of the Withdrawals and proceeds of Collateral.

"Organizational Documents": with respect to any Person, (i) in the case of any corporation, the certificate of incorporation or articles of incorporation and by-laws (or similar constitutive documents) of such Person, (ii) in the case of any limited liability company, the certificate or articles of formation or organization and operating agreement (or similar constitutive documents) of such Person, (iii) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar constitutive documents) of such Person, (iv) in the case of any general partnership, the partnership agreement (or similar constitutive document) of such Person, (v) in the case of any unlimited liability company, the memorandum of association, and (vi) in any other case, the functional equivalent of the foregoing.

"Other Taxes": any and all present or future recording, stamp or documentary or any other excise or property Taxes, charges or similar levies imposed by any Governmental Authority arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Overnight Bank Funding Rate": for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices

of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Parent": as defined in the preamble hereto.

"Participant": as defined in Section 9.4(c).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Permitted Liens": Liens permitted by Section 6.3.

"Permitted Variance": for purposes of testing whether a Budget Event has occurred, during any Budget Testing Period, a variance of, (a) with respect to the Budgeted Receipts Test, 15% and (b) with respect to the Budgeted Disbursements Test, 15% for the first two Budget Testing Periods and 10% for each subsequent Budget Testing Period.

"Person": an individual, partnership, corporation, limited liability company, unlimited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Petition Date": June [●], 2020.

"Plan": at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such Plan were terminated at such time, would under Section 4062 or Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform": as defined in Section 5.2.

"Pledged Capital Stock": as defined in the Guarantee and Collateral Agreement.

"PPSA": the Personal Property Security Act (Ontario) or the equivalent legislation (including the *Civil Code* (Quebec)) in any other applicable province or territory of Canada.

"Prepetition ABL Agent": JPMorgan Chase Bank, N.A., in its capacity as administrative agent under any of the Prepetition ABL Loan Documents or any successor administrative agent.

"Prepetition ABL Agreement": that certain ABL Credit Agreement, dated as of February 28, 2018 (the "Prepetition Credit Closing Date") (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), among Parent, the Borrower, the Subsidiaries party thereto as borrowers, the several banks and other financial institutions or entities from time to time party thereto as lenders and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent.

"Prepetition ABL Loan Documents": the Prepetition ABL Agreement and the other "Loan Documents" under and as defined in the Prepetition ABL Agreement.

"Prepetition ABL Loan Indebtedness": Indebtedness of Parent, the Borrower or any Guarantor outstanding, or secured, under the Prepetition ABL Loan Documents.

"Prepetition ABL/FILO Amendment and Restatement": an amendment and restatement to the Prepetition ABL Agreement in form and substance satisfactory to the Required Lenders and providing for the rolling up of the Prepetition FILO Loans.

"Prepetition Agents": the Prepetition Term Loan Agent and the Prepetition ABL Agent.

"Prepetition Convertible Notes Documents": the Prepetition Convertible Notes Indenture and the other documents evidencing Indebtedness for borrowed money executed in connection therewith.

"Prepetition Convertible Notes Indenture": as defined in the definition of "Prepetition Convertible Senior Notes".

"Prepetition Convertible Senior Notes": the 1.50% Convertible Senior Notes due August 15, 2020 issued under that certain indenture dated as of August 10, 2015, among Holdings, Parent, the Borrower and the other subsidiaries party thereto, and Bank of New York Mellon Trust Company, N.A., as trustee (such indenture, the "Prepetition Convertible Notes Indenture").

"Prepetition Convertible Senior Note Indebtedness": Indebtedness of Holdings, the Borrower or any Guarantor under the Prepetition Convertible Notes Documents.

"Prepetition Credit Closing Date": as defined in the definition of "Prepetition ABL Agreement".

"Prepetition FILO Lenders": the lenders of the Prepetition FILO Loans.

"Prepetition FILO Loans": the "FILO Term Loans" under and as defined in the Prepetition ABL Agreement.

"Prepetition Intercreditor Agreement": the Intercreditor Agreement, dated as of February 28, 2018, by and among the Prepetition Term Loan Agent, the Prepetition Term Loan Collateral Agent, the Prepetition ABL Agent, Parent, the Borrower and its Restricted Subsidiaries parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Prepetition Lenders": the Prepetition Term Loan Lenders, the Prepetition FILO Lenders and the Prepetition Revolving Lenders.

"Prepetition Loan Documents": the Prepetition ABL Loan Documents, the Prepetition Term Loan Documents and the Prepetition Convertible Notes Documents.

"Prepetition Obligations": the Prepetition Term Loan Obligations, the Prepetition ABL Loan Indebtedness and the Prepetition Convertible Senior Note Indebtedness.

"Prepetition Revolving Lenders": the lenders of the Prepetition Revolving Loans.

"Prepetition Revolving Loans": the "Revolving Credit Loans" under and as defined in the Prepetition ABL Agreement.

"Prepetition Term Loan Agent": JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Term Loan Documents or any other successor administrative agent.

"Prepetition Term Loan Agreement": 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 12, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time), among Parent, the Borrower, the several banks and other financial institutions or entities from time to time party thereto as lenders, the Prepetition Term Loan Collateral Agent and the Prepetition Term Loan Agent.

"Prepetition Term Loan Collateral Agent": GLAS Trust Company LLC, in its capacity as collateral agent under any of the Prepetition Term Loan Documents or any successor collateral agent.

"Prepetition Term Loan Documents": the "Loan Documents" as defined in the Prepetition Term Loan Agreement.

"Prepetition Term Loan Lenders": the lenders of the Prepetition Term Loans.

"Prepetition Term Loan Obligations": the "Obligations" under and as defined in the Prepetition Term Loan Agreement.

"Prepetition Term Loans": the "Loans" under and as defined in the Prepetition Term Loan Agreement.

"Primary Related Parties": as defined in Section 9.3(b).

"Prime Rate": the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent in its reasonable discretion) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent in its reasonable discretion). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Professional Fees": to the extent allowed at any time, whether by interim or final compensation order, all unpaid fees and expenses incurred by persons or firms retained by the Loan Parties pursuant to sections 327, 328, or 363 of the Bankruptcy Code.

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"PTE": a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Qualified Capital Stock": Capital Stock that is not Disqualified Capital Stock.

"Receivable": as defined in the Guarantee and Collateral Agreement.

"Recognition Proceedings" has the meaning specified in the recitals hereto.

"Recovery Event": any settlement of, or payment in respect of, any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any of its Restricted Subsidiaries (other than assets consisting of ABL Priority Collateral or otherwise subject to a Permitted Lien).

"Register": as defined in Section 9.4(b)(iv).

"Regulation FD": Regulation FD as promulgated by the US Securities and Exchange Commission under the Securities Act and Exchange Act as in effect from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate amount of Net Cash Proceeds received by the Borrower or any of its Restricted Subsidiaries in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.15(b) as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that the Borrower (or a Restricted Subsidiary) intends and expects to use all or a portion of the amount of Net Cash Proceeds of a Recovery Event to restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in its or such Restricted Subsidiary's business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in the Borrower's or a Restricted Subsidiary's business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring six months after such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in the Borrower's or the applicable Restricted Subsidiary's business with all or any portion of the relevant Reinvestment Deferred Amount.

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Replacement Liens": with respect to any Lien, any modification, replacement, renewal or extension of such Lien; provided that (i) such modification, replacement, renewal or extension of such Lien does not extend to any additional property other than (A) after-acquired property (to the extent such after-acquired property would have been subject to such Lien prior to such modification, replacement, renewal or extension) and (B) proceeds and products thereof, and (ii) any Indebtedness secured by such Liens is permitted by Section 6.2.

"Reportable Event": any of the "reportable events" set forth in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Single Employer Plan, other than those events as to which notice is waived pursuant to PBGC Regulation § 4043 as in effect on the Closing Date (no matter how such notice requirement may be changed in the future).

"Representative": with respect to Indebtedness permitted to be incurred pursuant to Section 6.2 (and permitted to be secured by all or any portion of the Collateral pursuant to Section 6.3), the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

"Required Lenders": at any time, the holders of more than 50% of the aggregate unpaid principal amount of the Loans then outstanding.

"Requirement of Law": as to any Person, the Certificate of Incorporation and By Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Requirement of Tax Law": as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority relating to Taxes, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Resignation Effective Date": as defined in Section 8.9.

"Responsible Officer": as to any Person, the chief executive officer, president, chief financial officer, chief accounting officer, comptroller, treasury manager, treasurer or assistant treasurer of such Person, but in any event, with respect to financial matters, the chief

financial officer, chief accounting officer, comptroller, treasurer or assistant treasurer of such Person. Unless otherwise qualified, all references to a "Responsible Officer" shall refer to a Responsible Officer of the Borrower.

"Restricted Payments": as defined in Section 6.6.

"Restricted Subsidiary": any Subsidiary other than an Unrestricted Subsidiary.

"Restructuring Support Agreement": that certain Restructuring Support Agreement dated as of June [●], 2020 among the Borrower, the other Loan Parties party thereto, and the Prepetition Term Loan Lenders and Prepetition FILO Lenders that are "Consenting Creditors" thereunder.

"Returns": with respect to any Investment, any dividends, distributions, return of capital and other amounts received or realized in respect of such Investment.

"Revolver Termination": as defined in the recitals hereto.

"Roll-up Lenders": the Lenders with a Roll-up Loan Commitment as set forth on Schedule 2.1.

"Roll-up Loans": the loans deemed made pursuant to Section 2.2 under the Roll-up Loans Commitment.

"Roll-up Loan Aggregate Commitment" means $100,000,000, which amount shall be (i) comprised of a roll-up and refinancing of the Prepetition Term Loans on the Final DIP Order Entry Date approved pursuant to the Final DIP Order and (ii) deemed funded on the Final DIP Order Entry Date approved pursuant to the Bankruptcy Court DIP Order as set forth in Section 2.2.

"Roll-up Loans Commitment" means, as to each Roll-up Lender, its obligation to be deemed to make a Roll-up Loan to the Borrower pursuant to Section 2.2 in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.1 under the caption "Roll-up Loans Commitment" or in the election joinder, as applicable.

"Sale and Leaseback Transaction": as defined in Section 6.12.

"Sales Report": as defined in Section 5.1(B)(c).

"Sanctioned Country": at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, for purposes of Sanctions imposed, administered or enforced by the U.S. government, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person": at any time, (a) any Person listed in any Sanctions-related list of "designated Persons" maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United

Kingdom, (b) any Person listed in any Sanctions- related list of "designated Persons" maintained by the federal government of Canada, (c) any Person operating, organized or resident in a Sanctioned Country or (d) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a), (b) or (c).

"Sanctions": economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government or the Canadian government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom.

"S&P": Standard & Poor's Ratings Group, a division of The McGraw Hill Corporation.

"Screen Rate": as defined in the definition of "LIBO Rate".

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Parties": collectively, the Administrative Agent, the Collateral Agent, the Lenders, and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to this Agreement.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement.

"Single Employer Plan": any Plan that is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"Statutory Reserve Rate": a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentage shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company, unlimited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time

owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantor": as of the Closing Date, each Subsidiary of the Borrower listed on Schedule 1.1(b), together with each Subsidiary of the Borrower that becomes a Subsidiary Guarantor after the Closing Date pursuant to Section 5.10(c).

"Supplemental Order" means an order of the Canadian Court, in form and substance acceptable to the Required Lenders in their sole discretion, among other things, granting customary additional relief in the Recognition Proceedings.

"Taxes": any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loans": means, collectively, the New Money Loans and the Roll-up Loans.

"Type": when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" or "Uniform Commercial Code": the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Unrestricted Subsidiary": each of GNC Intermediate IP Holdings, LLC, a Delaware limited liability company and GNC Intellectual Property Holdings, LLC, a Delaware limited liability company.

"Variance Report": as defined in Section 5.1(B)(b).

"Variance Statement Period": (I) with respect to the Variance Report delivered on July 1, 2020, the period beginning on Saturday, June 20, 2020 and ending on Friday, June 26, 2020, (II) with respect to the Variance Report delivered on July 8, 2020, the period beginning on Saturday, June 20, 2020 and ending on Friday, July 3, 2020, (III) with respect to the Variance Report delivered on July 15, 2020, the period beginning on Saturday, June 20, 2020 and ending on Friday, July 10, 2020, (IV) with respect to each Variance Report delivered thereafter, the period beginning on the fifth prior Saturday to the required date of delivery of such Variance Report and ending on the Friday prior to the required date of delivery of such Variance Report.

"Withdrawal": a disbursement of funds from the DIP Funding Account, "Withdraw" and "Withdrawn" shall have correlative meanings thereto.

"Withdrawal Amount": the amount set forth in the Budget in the line item entitled "Withdrawal" for such week.

"Withdrawal Date": the date of a Withdrawal.

"Withdrawal Liability": the liability of a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withdrawal Request": a request by the Borrower for a Withdrawal substantially in the form of Exhibit K.

"Withdrawal Cap": (i) for the first four weeks after the Closing Date, an amount equal to the aggregate Withdrawal Amount for such 4-week period, (ii) for each week thereafter prior to adoption of a new Budget, the aggregate of the Withdrawal Amount for such week plus any unused amounts from previous weeks and (iii) upon a Proposed Budget becoming the new Budget as described in Section 5.1(B)(a) hereof, (a) for the first four weeks after the adoption of such new Budget, an amount equal to the aggregate Withdrawal Amount for such 4-week period and (b) for each week thereafter prior to adoption of a new Budget, the aggregate of the Withdrawal Amount for such week plus any unused amounts from previous weeks.

"Withholding Agent": any Loan Party or the Administrative Agent, as applicable.

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than (a) directors' qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by any applicable Requirement of Law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Write-Down and Conversion Powers": with respect to any EEA Resolution Authority, the write- down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, unless otherwise specified herein or in such other Loan Document:

(i) the words "hereof", "herein" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Documents as a whole and not to any particular provision of thereof;

(ii) Section, Schedule and Exhibit references refer to (A) the appropriate Section, Schedule or Exhibit in this Agreement or (B) to the extent such

references are not present in this Agreement, to the Loan Document in which such reference appears;

(iii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(iv) the word "will" shall be construed to have the same meaning and effect as the word "shall";

(v) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings);

(vi) unless the context requires otherwise, the word "or" shall be construed to mean "and/or";

(vii) unless the context requires otherwise, (A) any reference to any Person shall be construed to include such Person's legal successors and permitted assigns, (B) any reference to any law or regulation shall refer to such law or regulation as amended, modified or supplemented from time to time, and any successor law or regulation, (C) the words "asset" and "property" shall be construed to have the same meaning and effect, and (D) references to agreements (including this Agreement) or other Contractual Obligations shall be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, supplemented or otherwise modified from time to time;

(viii) references to any direct or indirect parent company of the Parent shall refer to Holdings and any of its Wholly Owned Subsidiaries which are parent companies of the Parent; and

(ix) for purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Québec, (q) "personal property" shall be deemed to include "movable property", (r) "real property" shall be deemed to include "immovable property", (s) "tangible property" shall be deemed to include "corporeal property", (t) "intangible property" shall be deemed to include "incorporeal property", (u) "security interest" and "mortgage" shall be deemed to include a "hypothec", (v) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Québec, (w) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to the "opposability" of such Liens to third parties, (x) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (y) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, and (z) an "agent" shall be deemed to include a "mandatary".

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including".

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) The expressions "payment in full," "paid in full" and any other similar terms or phrases when used herein with respect to the Obligations shall mean the payment in full, in immediately available funds, of all of the Obligations (excluding contingent reimbursement and indemnification obligations that are not then due and payable).

1.3 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan") and as either New Money Loans or Roll-up Loans.

1.4 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time (provided that, notwithstanding anything to the contrary herein, (i) all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of Holdings or any Subsidiary at "fair value", as defined therein, (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein shall be disregarded, and such Indebtedness shall at all times be valued at the full stated principal amount thereof), (iii) [reserved] and (iv) notwithstanding anything to the contrary herein, only those leases that would result or would have resulted in Capital Lease Obligations or Capital Expenditures under GAAP as in effect on the Prepetition Credit Closing Date (assuming for purposes hereof such leases were in existence on the Prepetition Credit Closing Date) will be considered capital leases and all calculations under this Agreement will be made in accordance therewith. In the event that any "Accounting Change" as defined below shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon the written request of the Borrower or the Administrative Agent, the Borrower, the Administrative Agent and the Lenders shall enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Change as if such Accounting Change had not occurred; provided that provisions of this Agreement in effect prior to the date of such Accounting Change shall remain in effect until the effective date of such amendment. "Accounting Change" refers to any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants.

1.5 Agent Determinations. Any references in this Agreement to actions, determinations or decisions (but not calculations of interest, principal, fees or expenses) being made at the discretion (whether implied or expressly so stated) of (but not "sole" discretion of), or matters, calculations or documentation being satisfactory to, (or, in each case, any like or similar term) any Agent shall, unless otherwise expressly set forth in this Agreement, mean (or be deemed to mean) such Agent, as applicable, acting at the written direction, or with the written consent, of the Required Lenders or the Ad Hoc Group of Crossover Lenders (which written direction or consent may be provided via email).

1.6 Classification of Permitted Items For purposes of determining compliance at any time with Sections 6.2, 6.3, 6.5, 6.6, 6.8, 6.9, 6.14 or 6.15, in the event that any Lien, Investment, Indebtedness, Disposition, Restricted Payment, Contractual Obligation, encumbrance or restriction or payment, prepayment, repurchase, redemption, defeasance or amendment, modification or other change in respect of Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Sections 6.2, 6.3, 6.5, 6.6, 6.8, 6.9, 6.14 or 6.15, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses as determined by the Borrower in its sole discretion at such time of determination. For the avoidance of doubt, the Borrower may at any time classify and reclassify Indebtedness (or any portion thereof) incurred under Section 6.2 and Liens (or any portion thereof) incurred under Section 6.3 among applicable exceptions to such covenants.

1.7 Rounding Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.8 Currency Equivalents Generally.

(a) For purposes of determining compliance with Sections 6.2, 6.3, 6.8 and 6.9 with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Investment is incurred (so long as such Indebtedness or Investment, at the time incurred, made or acquired, was permitted hereunder).

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 New Money Loans. Subject to the terms and conditions set forth herein and in the Bankruptcy Court DIP Order, each Lender severally agrees to make loans to the Borrower denominated in Dollars on the applicable borrowing date in an amount equal to such Lender's New Money Commitment, if any. The Borrower may make only two borrowings on the New Money Commitments, the first of which will occur on the Closing Date in an aggregate principal amount of $30,000,000 and the second of which will constitute the Final Loan and will occur on or following the Final DIP Order Entry Date, as requested by the Borrower pursuant to Section 2.6, in an aggregate principal amount of $70,000,000. Amounts borrowed under this

Section 2.1 and repaid or prepaid may not be reborrowed. Proceeds of the New Money Loans shall be deposited in the DIP Funding Account and used as permitted herein.

2.2 Roll-up Loans. Subject to the terms and conditions set forth herein and in the Bankruptcy Court DIP Order, each Roll-up Lender severally and not jointly agrees to make Roll-up Loans on account of its Roll-up Loans Commitment to the Borrower, which loans in the aggregate shall equal and be made in accordance with the terms of the Roll-up Loan Aggregate Commitment. Only one Roll-up Loan shall be deemed made. The Roll-up Loans shall be deemed made following the Final DIP Order Entry Date in an aggregate principal amount of $100,000,000.

2.3 Election Option. Each Lender and the Borrower, hereby acknowledge and agree that each Prepetition Term Loan Lender that is not a Backstop Lender that is or becomes a party to the Restructuring Support Agreement may participate in providing both New Money Loans and Roll-up Loans in an amount equal to its pro rata proportion (determined on the basis of the principal amount of Prepetition Term Loans held by such Prepetition Term Loan Lender as compared to the principal amount of Prepetition Term Loans held by all Prepetition Term Loan Lenders under the Prepetition Term Loan Agreement on the Election Deadline) by executing an election joinder in the form of Exhibit G no later than the Election Deadline. Thereafter, (x) each such Person shall become a Lender on the next business day after the Election Deadline and (y) each existing Lender's unused Commitment shall be reduced proportionally on such date.

2.4 [Reserved].

2.5 Loans and Borrowings. (a) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder.

(b) Subject to Section 2.17, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Lender to make such Loan and the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $500,000. At the time each ABR Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $500,000. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of five (5) Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the applicable Maturity Date for such Borrowing.

2.6 Request for Borrowing. To request a Borrowing of Term Loans, the Borrower shall (a) notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 A.M., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent of a written Borrowing Request signed by the Borrower. Such Borrowing Request shall specify the following information in compliance with Section 2.5:

(i) the aggregate amount of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period".

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

2.7 [Reserved].

2.8 Funding of Borrowings.

(a) Each Lender shall make each New Money Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, New York City time, to the DIP Funding Account.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may (but shall not be required to), in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with

banking industry rules on interbank compensation or (ii) in the case of the Borrower, the interest rate applicable to ABR Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

2.9 Withdrawal. Subject to Section 4.2 , the Borrower may request disbursements from the DIP Funding Account by delivering to the Administrative Agent (with a copy to the Ad Hoc Group Advisors) a Withdrawal Request, not later than 12:00 p.m., New York City time, one Business Day before (or such shorter time as agreed by the Required Lenders) the proposed date of the applicable Withdrawal; *provided* that the amount that may be Withdrawn shall not exceed the Withdrawal Cap without the consent of the Required Lenders; provided further that the Borrower shall not withdraw amounts in excess of its expected upcoming needs for the upcoming week. Promptly upon the receipt of a Withdrawal Request and the satisfaction or waiver of the conditions set forth in Section 4.2, the Administrative Agent shall disburse funds from the DIP Funding Account to the Operating Account in an aggregate principal amount equal to the amount specified in such Withdrawal Request. All proceeds of the New Money Loans shall be held in the DIP Funding Account at all times until such proceeds are disbursed in accordance with this Section 2.9. Notwithstanding anything herein to the contrary, the Administrative Agent shall have no obligation to disburse any amount in excess of the amounts then held in the DIP Funding Account.

2.10 Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(a) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.6 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(b) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.5:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(c) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(d) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

2.11 [Reserved].

2.12 Repayment of Loans; Evidence of Debt. (a) Except as otherwise set forth in Section 2.23 hereof, the Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender in cash on the Maturity Date.

(a) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(c) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement. To the extent any such accounts are inconsistent with the Register, the Register shall govern.

(d) Any Lender may request through the Administrative Agent that Loans made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in the form of Exhibit D hereto. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.4) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

2.13 Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to voluntarily prepay any Borrowing in whole but not in part, without premium or penalty (but subject to Section 2.19) subject to prior notice in accordance with paragraph (c) of this Section.

(a) Each prepayment of Term Loans pursuant to Section 2.13(a) shall be applied ratably to the Loans then outstanding.

(b) The Borrower shall notify the Administrative Agent by telephone (confirmed by written notice (which may be by email)) of any voluntary prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date; provided that any notice of prepayment of Term Loans may be conditioned upon the effectiveness of other credit facilities or any other financing or a sale transaction, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.16. Each repayment of a Borrowing shall be applied ratably to the Loans included in the repaid Borrowing.

2.14 Premiums and Fees.

(a) The Borrower and each Lender agrees that on the date of each Borrowing, the Borrower shall receive proceeds from the New Money Loans based on a purchase price of 96% of the principal amount thereof.

(b) On the date of the Exit Conversion, the Borrower shall pay to the Lenders an exit premium in the amount of 3.00% of the New Money Loans, payable upon the Exit Conversion.

(c) The Borrower shall pay to the Backstop Lenders the amounts and at the times agreed in the Backstop Commitment Letter.

(d) The Borrower agrees to pay to the Administrative Agent and to the Collateral Agent, for their own account, fees payable in the amounts and at the times separately agreed upon in the fee proposal dated June 7, 2020 between the Borrower and GLAS Trust Company LLC, as Administrative Agent and Collateral Agent.

2.15 Mandatory Prepayments. (a) If Indebtedness is incurred by a Loan Party (other than Indebtedness permitted under Section 6.2), then no later than two Business Days after the date of such issuance or incurrence, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied to the prepayment of the Term Loans as set forth in Section 2.15(d) together with accrued and unpaid interest thereon. The provisions of this Section do not constitute a consent to the incurrence of any Indebtedness by any Loan Party.

(a) If on any date a Loan Party shall receive Net Cash Proceeds from any Recovery Event then, unless a Reinvestment Notice shall be delivered in respect thereof, no later than three Business Days (or, if a Default or Event of Default has occurred and is continuing, one Business Day) after the date of receipt by such Loan Party of such Net Cash Proceeds, an amount equal to 100% of such Net Cash Proceeds shall be applied to the prepayment of the Term Loans as set forth in Section 2.15(d) together with accrued and unpaid interest thereon; provided that (i) notwithstanding the foregoing, on each Reinvestment Prepayment Date an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied to the prepayment of the Term Loans (together with accrued interest thereon), and (ii) if the Net Cash Proceeds from any Recovery Event exceed $1,000,000, then no Reinvestment Notice with respect thereto may be delivered without the consent of the Required Lenders; provided further that to the extent that the Net Cash Proceeds of any such Recovery Event result from any settlement of, or payment in respect of, any property or casualty insurance claim or any condemnation proceeding relating to ABL Priority Collateral, such Net Cash Proceeds shall first be applied as required pursuant to Section 2.15(b) of the Prepetition ABL/FILO Amendment and Restatement before being applied to the mandatory prepayment of the Term Loans pursuant to this Section 2.15(b).

(b) [Reserved].

(c) Amounts to be applied pursuant to this Section 2.15 shall be applied first to prepay outstanding ABR Loans and then to prepay Eurodollar Loans, and shall be applied ratably to the Loans then outstanding.

2.16 Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin.

(a) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(b) Notwithstanding the foregoing, upon the occurrence and during the continuance of any Event of Default pursuant to Section 7.1(a), any overdue amount payable by the Borrower hereunder shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of or interest on any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other overdue amount, 2% plus the rate applicable to Term Loans that are ABR Loans as provided in paragraph (a) of this Section prior to giving effect to any increase in such rate pursuant to this paragraph (c).

(c) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(d) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Notwithstanding the forgoing, solely for the purposes of the Interest Act (Canada) and disclosure under such Act, whenever interest to be paid under this Agreement is to be calculated on the basis of a year of 365 days or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by either 365 or such other period of time, as the case may be.

(e) Notwithstanding anything to the contrary herein, interest shall not accrue on the Roll-up Loans until the day they are deemed made pursuant to Section 2.2 hereof.

2.17 Alternate Rate of Interest. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period, then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or electronic transmission as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (B) if any

Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(a) If at any time the Administrative Agent (in consultation with the Required Lenders and the Borrower) determines (which determination shall be conclusive absent manifest error) that either (i) the circumstances set forth in clause (a)(i) of this Section 2.17 have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) of this Section 2.17 have not arisen but the supervisor for the administrator of the Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent (in consultation with the Required Lenders) and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.2, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.17(b), only to the extent the Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

2.18 Increased Costs. (a) If any Change in Law shall:

(i) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes covered under Section 2.20, (B) Excluded Taxes or (C) Other Taxes) on its Loans, Commitments or other obligations hereunder, or its deposits, reserves or other liabilities or capital attributable thereto;

(ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (excluding any condition relating to Taxes) affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender (or in the case of clause (i), to the Administrative Agent or such Lender) of making, converting to, continuing or maintaining any Eurodollar Loan (or in the case of clause (i), any Loan) (or of maintaining its obligation to make any such Loan) or to reduce the amount of any sum received or receivable by the Administrative Agent or such Lender hereunder (whether of principal, interest or otherwise), then, upon request of such Lender, the Borrower will pay to the Administrative Agent or such Lender, as the case may be, such additional amount or amounts as will compensate the Administrative Agent or such Lender, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the Closing Date has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the matters giving rise to a claim under this Section 2.18 by such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) If any Lender reasonably determines that any Requirement of Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Eurodollar Loans, or to determine or charge interest rates based upon the Adjusted LIBO Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurodollar Loans or to convert ABR Loans to Eurodollar Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the

Borrower may at its option revoke any pending request for a borrowing of, conversion to or continuation of Eurodollar Loans and shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Loans of such Lender to ABR Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

2.19 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.13(c) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.22(c), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (other than loss of profit). Such loss, cost or expense to any Lender shall consist of an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. Absent manifest error in the determination of such amount, the Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt thereof.

2.20 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the applicable Withholding Agent shall be required by Requirement of Tax Law to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased by the applicable Loan Party as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.20(a)) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable Withholding Agent shall make or cause to be made such deductions and (iii) the applicable Withholding Agent shall pay or cause to be paid the full amount deducted to the relevant Governmental Authority in accordance with Requirement of Tax Law.

(a) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with Requirement of Tax Law.

(b) The Loan Parties shall indemnify the Administrative Agent and each Lender within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of any Loan Party hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto; provided that the Loan Parties shall not be obligated to make payment to the Administrative Agent or any Lender pursuant to this Section in respect of penalties, interest and other liabilities attributable to any Indemnified Taxes or Other Taxes if (i) written demand therefor has not been made by the Administrative Agent or such Lender within 30 days from the date on which the Administrative Agent or such Lender knew of the imposition of such Indemnified Taxes or Other Taxes by the relevant Governmental Authority, (ii) such penalties, interest and other liabilities have accrued after the Loan Parties have indemnified or paid any additional amount pursuant to this Section or (iii) such penalties, interest and other liabilities are attributable to the gross negligence, bad faith or willful misconduct of the Administrative Agent or such Lender as determined by a court of competent jurisdiction by final and non-appealable judgment. A certificate setting forth in reasonable detail the basis for such claim and the calculation of the amount of any such payment or liability shall be delivered to the Borrower by a Lender or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be conclusive absent manifest error.

(c) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, the Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) (i) Each Lender other than a Foreign Lender shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly executed copies of IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Each Foreign Lender shall deliver to the Borrower and the Administrative Agent (i) two properly completed and duly executed copies of IRS Form W-8BEN or Form W-8BEN-E, Form W-8ECI or, to the extent a Foreign Lender is not the beneficial owner, Form W-8IMY (together with any applicable underlying IRS forms), or any subsequent versions thereof or successors thereto, (ii) in the case of a Foreign Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest," a certificate in the form attached hereto as Exhibit E-1, E-2, E-3 or E-4, as applicable, and two properly completed and duly executed copies of the applicable IRS Form W-8BEN or Form W-8BEN-E, or any subsequent versions thereof or successors thereto, or (iii) any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the deduction required to be made, in

each case, certifying such Foreign Lender's entitlement to an exemption from or a reduction in U.S. federal withholding tax with respect to payments of interest to be made hereunder or under any other Loan Documents. Such forms shall be delivered by each Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall promptly deliver such forms upon the obsolescence or invalidity of any form previously delivered by such Lender. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose). Any Lender, if requested by the Administrative Agent or the Borrower, shall deliver such other documentation prescribed by or reasonably requested by the Administrative Agent or the Borrower as will enable the Administrative Agent or the Borrower to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(i) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed pursuant to FATCA if such Lender fails to comply with any requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Withholding Agent, on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the applicable Withholding Agent, such documentation prescribed by Requirement of Tax Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the applicable Withholding Agent as may be necessary for the applicable Withholding Agent to comply with its obligations under FATCA, to determine whether such Lender has or has not complied with such Lender's obligations under FATCA and to determine the amount to deduct and withhold from such payment. To the extent that the relevant documentation provided pursuant to this paragraph is rendered obsolete or inaccurate in any material respect as a result of changes in circumstances with respect to the status of a Lender, such Lender shall, to the extent permitted by Requirement of Tax Law, deliver to the applicable Withholding Agent revised and/or updated documentation sufficient for the applicable Withholding Agent to confirm as to whether such Lender has complied with its respective obligations under FATCA. Solely for purposes of this clause (e)(ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Notwithstanding any other provision of this Section 2.20, a Lender shall not be required to deliver any form pursuant to this Section 2.20 that such Lender is not legally able to deliver.

(e) Each Lender shall indemnify the Administrative Agent for the full amount of any Taxes imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. Should the applicable Withholding Agent not deduct or

withhold any Taxes imposed by FATCA from a payment under any Loan Document based on the documentation provided by a Lender pursuant to Section 2.20(e)(ii), any amounts subsequently determined by a Governmental Authority to be subject to U.S. federal withholding Tax imposed pursuant to FATCA (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) shall be indemnified by such Lender. A certificate as to the amount of such payment or liability delivered to any Lender by the Withholding Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent under this paragraph (f).

(f) Solely for purposes of determining withholding Taxes imposed under FATCA, from and after the Closing Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(g) If the Administrative Agent or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.20, it shall pay over such refund to the applicable Loan Party within a reasonable period (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.20 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Loan Party pursuant to this Section 2.20(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (h) the payment of which would place the Administrative Agent or any Lender in a less favorable net after-Tax position than the such party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.20(h) shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(h) Each party's obligations under this Section 2.20 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other Obligations.

2.21 Payments Generally; Pro rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or amounts payable under Section 2.18, 2.19 or 2.20 or otherwise) prior to the time

expressly required hereunder for such payment (or if no such time is expressly required, prior to 2:00 p.m. New York City time), on the date when due, in immediately available funds, without set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 3 Second Street, Suite 206, Jersey City, NJ 07311, except that payments pursuant to Sections 2.18, 2.19, 2.20 or 9.3 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under any Loan Document shall be made in Dollars. Any Term Loans paid or prepaid may not be reborrowed.

(a) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(b) If any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant permitted under this Agreement. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(c) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the

Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may (but shall not be obligated to), in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(d) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.8(b), 2.21(d) or 8.7, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

2.22 Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.20, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.20, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable and documented out-of- pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(a) If any Lender (or any Participant in the Loans held by such Lender) requests compensation under Section 2.18, or if the Borrower is required to pay any amount to any Lender (or its Participant) or any Governmental Authority for the account of any Lender pursuant to Section 2.20, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4 (provided that, if the required Assignment and Assumption is not executed and delivered by such Lender, such Lender will be unconditionally and irrevocably deemed to have executed and delivered such Assignment and Assumption as of the date such Lender receives payment in full of the amounts set forth in clause (i) below)), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (but, for the avoidance of doubt, not any amounts in respect of contingent reimbursement and indemnification obligations which are not due and payable), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (ii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to

Section 2.20, such assignment will result in a reduction in such compensation or payments in the future. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

(b) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 9.2 requires the consent of all of the Lenders or all affected Lenders, then the Borrower may (unless such Non-Consenting Lender grants such consent), at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4 (provided that, if the required Assignment and Assumption is not executed and delivered by such Non-Consenting Lender, such Non-Consenting Lender will be unconditionally and irrevocably deemed to have executed and delivered such Assignment and Assumption as of the date such Non-Consenting Lender receives payment in full of the amounts set forth in clause (i) below)), all of its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (but, for the avoidance of doubt, not any amounts in respect of contingent reimbursement and indemnification obligations which are not due and payable), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (ii) the replacement Lender shall grant its consent with respect to the applicable proposed amendment, waiver, discharge or termination.

2.23 Conversion of Loans.

(a) Upon the consummation of an Approved Plan of Reorganization, subject to the satisfaction, or waiver, of the conditions set forth in the Exit Term Loan Facility Term Sheet and otherwise substantially in accordance with the terms set forth in the Exit Term Loan Facility Credit Agreement, the Borrower may exercise an option to continue or convert the Loans into an exit term facility financing on the effective date of such Approved Plan of Reorganization (the "Exit Conversion").

(b) If the Borrower elects to exercise the Exit Conversion, subject to the satisfaction or waiver by the Required Lenders of the conditions contained in the Exit Term Loan Facility Term Sheet:

(i) each Lender, severally and not jointly, hereby agrees to continue its Loans hereunder outstanding on the effective date of the Approved Plan of Reorganization as set forth in the Exit Term Loan Facility Term Sheet under, and subject entirely and exclusively to the terms and provisions of, the definitive documentation to be mutually agreed (including a credit agreement governing the continuation and conversion of the Loans, the "Exit Term Loan Facility Credit Agreement") and related documentation which documentation shall be substantially consistent with the Exit Term

Loan Facility Term Sheet and is otherwise in form and substance reasonably satisfactory to the Required Lenders; and

(ii) subject to Section 2.23(a), the Administrative Agent, the Lenders and the Loan Parties agree that, upon the effectiveness of the Exit Term Loan Facility Credit Agreement:

(A) the Borrower, in its capacity as reorganized Borrower, and each Guarantor that is a guarantor under the Prepetition Term Loan Agreement (subject to the Approved Plan of Reorganization), in its capacity as a reorganized Guarantor, shall assume all the Obligations hereunder with respect to the Loans and all other obligations in respect thereof in the manner set forth in the Exit Term Loan Facility Credit Agreement and related loan documents;

(B) the New Money Loans hereunder shall be continued as or converted to, as the case may be, First-Lien First Out Loans under the Exit Term Loan Facility Credit Agreement;

(C) each Lender hereunder shall be a lender under the Exit Term Loan Facility Credit Agreement in respect of its New Money Loans continued as, or converted to, as the case may be, First-Lien First Out Loans;

(D) the Roll-up Loans hereunder shall be continued as or converted to, as the case may be, First-Lien Second Out Loans under the Exit Term Loan Facility Credit Agreement;

(E) each Lender hereunder shall be a lender under the Exit Term Loan Facility Credit Agreement in respect of its Roll-up Loans continued as, or converted to, as the case may be, First-Lien Second Out Loans;

(F) unless the Borrower or the Required Lenders otherwise elect, GLAS Trust Company LLC shall be the administrative agent and collateral agent under the Exit Term Loan Facility Credit Agreement; and

(G) with respect to the Loans, this Agreement and all Obligations hereunder with respect thereto shall terminate and be superseded and replaced by the Exit Term Loan Facility Credit Agreement.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement and to make the Loans Parent and the Borrower hereby jointly and severally represent and warrant to each Agent and each Lender on the Closing Date, on the date of each Borrowing and each Withdrawal Date that:

3.1 Financial Condition. The audited consolidated balance sheets of Holdings as at December 31, 2019, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates, reported on by and accompanied by an unqualified report from PricewaterhouseCoopers, present fairly in all material respects the consolidated

financial condition of Holdings as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. The unaudited consolidated balance sheet of Holdings as at March 31, 2020, and the related unaudited consolidated statements of income and cash flows for the three-month period ended on such date, present fairly in all material respects the consolidated financial condition of Holdings as at such date and the consolidated results of its operations and its consolidated cash flows for the three-month period then ended (subject to normal year-end audit adjustments). All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP (unless otherwise noted therein) applied consistently throughout the periods involved (except as disclosed therein).

3.2 No Change. Since the Petition Date there has been no development or event that has had or would reasonably be expected to have a Material Adverse Effect.

3.3 Corporate Existence; Compliance with Law. As of the Petition Date, each of the Loan Parties (a) is duly organized, validly existing and in good standing or in full force and effect under the laws of the jurisdiction of its organization (to the extent such concepts exist in such jurisdictions), (b) subject to the entry and terms of the Bankruptcy Court DIP Order and other orders of the Bankruptcy Court, as applicable, has the organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign organization and in good standing or in full force and effect under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (d) unless stayed by the Chapter 11 Cases, is in compliance with all Requirements of Law, except, in the case of the foregoing clauses (a) (solely with respect to Subsidiaries), (b), (c) and (d), as would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Organizational Power; Authorization; Enforceable Obligations. Subject to the entry and terms of the Bankruptcy Court DIP Order, each Loan Party has the corporate or other organizational power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder. Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. Other than the Bankruptcy Court DIP Order, no material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Loan Documents, except (i) consents, authorizations, filings and notices that have been obtained or made and are in full force and effect, (ii) the consents, authorizations, filings and notices described in Schedule 3.4, (iii) the filings referred to in Section 3.18, (iv) filings necessary to create or perfect Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties and (v) those consents, authorizations, filings and notices the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. Subject to the entry and the terms of the Bankruptcy Court DIP Orders, this Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each

Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 No Legal Bar. Subject to the entry and terms of the Bankruptcy Court DIP Order, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law applicable to, or any Contractual Obligation of, Parent, the Borrower or any of its Restricted Subsidiaries, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than Permitted Liens).

3.6 No Material Litigation. As of the Petition Date, except as set forth on Schedule 3.6 and except for the Chapter 11 Cases (or matters arising therefrom) and Recognition Proceedings (or matters arising therefrom), no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Parent or the Borrower, threatened in writing against any Loan Party or against any of their respective properties or revenues (a) with respect to this Agreement or any of the other Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that would reasonably be expected to have a Material Adverse Effect (after giving effect to indemnification from certain manufacturers and applicable insurance).

3.7 No Default. None of the Loan Parties is in default under or with respect to any of its post-petition material Contractual Obligations in any respect that would reasonably be expected to have a Material Adverse Effect.

3.8 Ownership of Property; Liens. As of the Petition Date, each of the Loan Parties has good title to, or a valid leasehold interest in, all real property and other Property material to the conduct of its business except where the failure to have such title or interests would not reasonably be expected to have a Material Adverse Effect. None of the Pledged Capital Stock is subject to any Lien except for Permitted Liens.

3.9 Intellectual Property. As of the Petition Date, except as would not reasonably be expected to result in a Material Adverse Effect, to the knowledge of Parent and the Borrower, (i) each of the Loan Parties owns, or has a valid license to use, all Intellectual Property necessary for the conduct of its business as currently conducted ("Company Intellectual Property"); (ii) no claim has been asserted in writing and is pending by any Person challenging or questioning the use of any Company Intellectual Property or the validity or effectiveness of any Company Intellectual Property, nor does Parent or the Borrower know of any valid basis for any such claim; and (iii) the use of Company Intellectual Property by the Loan Parties does not infringe on the Intellectual Property rights of any Person.

3.10 Taxes. As of the Petition Date , each of the Loan Parties has filed or caused to be filed all income and all other material tax returns that are required to be filed and has paid all income and all other material Taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets due and payable by it (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the applicable Loan Party, as the case may be) except, in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect. To the knowledge of Parent and the Borrower, no material written claim has been asserted with respect to any Taxes (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the applicable Loan Party, as the case may be, or the payment of which are stayed by the Chapter 11 Cases). No Loan Party is a party to any tax sharing, tax allocation or other similar agreement relating to taxes. No Loan Party has made an election pursuant to Section 965(h) of the Code.

3.11 Federal Regulations. No part of the proceeds of any Loans will be used by any Loan Party for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the Regulations of the Board. On the Closing Date, no Loan Party owns any "margin stock".

3.12 ERISA. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (i) no ERISA Event has occurred, and (ii) the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Single Employer Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits by a material amount.

3.13 Investment Company Act. No Loan Party is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.14 Subsidiaries. (a) The Subsidiaries listed on Schedule 3.14(a) constitute all the direct and indirect Subsidiaries of Holdings as of the Closing Date. Schedule 3.14(a) sets forth as of the Closing Date the exact legal name (as reflected on the certificate of incorporation (or formation)) and jurisdiction of incorporation (or formation) of each Subsidiary of Parent and, as to each such Subsidiary, the percentage and number of each class of Capital Stock of such Subsidiary owned by Parent and its Subsidiaries.

(a) As of the Closing Date, except as set forth on Schedule 3.14(b), there are no outstanding subscriptions, options, warrants, calls or similar rights (other than stock options granted to employees, directors, managers and consultants and directors' qualifying shares) relating to any Capital Stock of any Loan Party.

3.15 Purpose of Loans. The proceeds of the Loans will be used in accordance in all material respects with the terms of the Bankruptcy Court DIP Order, the Loan Documents and the Budget (subject to the Permitted Variance), including, without limitation: (i) to pay

Professional Fees and amounts due to the Ad Hoc Group Advisors and the Agents hereunder and professional fees and expenses (including legal, financial advisor, appraisal and valuation-related fees and expenses) incurred by the Ad Hoc Group Advisors and the Agents, including those incurred in connection with the preparation, negotiation, documentation and court approval of the transactions contemplated hereby and (ii) to provide working capital, and for other general corporate purposes of the Loan Parties, to fund intercompany advances to Excluded Subsidiaries to the extent permitted hereunder, and to pay administration costs of the Chapter 11 Cases and claims or amounts approved by the Bankruptcy Court.

3.16 Environmental Matters. Other than exceptions to any of the following that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) the Loan Parties (i) are in compliance with all applicable Environmental Laws; (ii) hold all Environmental Permits required for any of their current operations or for any property owned, leased, or otherwise operated by any of them; and (iii) are in compliance with all of their Environmental Permits;

(b) to the knowledge of any Loan Party, Hazardous Materials are not present at, on, under or in any real property now or formerly owned, leased or operated by any Loan Party, or, to the knowledge of any Loan Party, at any other location (including, without limitation, any location to which Hazardous Materials have been sent by any Loan Party for re-use or recycling or for treatment, storage, or disposal) which would reasonably be expected to (i) give rise to the imposition of Environmental Liabilities on any Loan Party, (ii) materially interfere with any Loan Party's continued operations, or (iii) materially impair the fair saleable value of any real property owned or leased by any Loan Party;

(c) there is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) pursuant to any Environmental Law to which any Loan Party is named as a party that is pending or, to the knowledge of any Loan Party, threatened in writing;

(d) none of the Loan Parties has received any written request for information, or been notified in writing that it is a potentially responsible party under or relating to the federal Comprehensive Environmental Response, Compensation, and Liability Act or any similar Environmental Law;

(e) no Loan Party has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, relating to compliance with Environmental Law or Environmental Liability; and

(f) no Loan Party has assumed or retained by contract any Environmental Liability.

3.17 Accuracy of Information, etc. No written statement or written information (other than projections and other forward-looking information and information of a general economic nature or general industry nature) contained in this Agreement, any other Loan Document or any other document, certificate or written statement furnished to the Agents or the

Lenders or any of them, by or at the direction and on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, taken as a whole with all such other written statements, written information, documents and certificates, contained as of the date such written statement, written information, document or certificate was so dated or certified, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements, in the light of the circumstances under which they were delivered, contained herein or therein not materially misleading (after giving effect to all written updates thereto delivered by or on behalf of any Loan Party).

3.18 Security. The provisions of the Interim DIP Order, the Final DIP Order and the Canadian Court DIP Recognition Order, as applicable, are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable security interest (subject, in the case of any Collateral, to Liens permitted by Section 6.3) on all right, title and interest of the respective Loan Parties in the Collateral described therein (with such priority as provided for in the Bankruptcy Court DIP Order or, with respect to the Canadian Guarantor, in the Canadian Court DIP Recognition Order). Except for the Interim DIP Order, the Final DIP Order and the Canadian Court DIP Recognition Order, as applicable, no filing or other action will be necessary to perfect the Liens on any Collateral under the Laws of the United States of America.

3.19 Budget and Financial Plan. The Budget was prepared in good faith based on assumptions believed by the Loan Parties to be reasonable at the time made and upon information believed by the management of the Borrower to have been accurate based upon the information available to the management of the Borrower at the time such Budget was furnished to the Administrative Agent. On and after the delivery of any Variance Report in accordance with this Agreement, such Variance Report shall be complete and correct in all material respects and fairly represent in all material respects the matters set forth therein for the period covered thereby.

3.20 Patriot Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (i) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "Act").

3.21 Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, and the Borrower and its Subsidiaries, and to the knowledge of the Borrower, its directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower or any of its Subsidiaries or (b) to the knowledge of the Borrower, any director, officer, employee or agent of the Borrower or any of its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

3.22 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

3.23 Canadian Welfare and Pension Plans. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each Loan Party has adopted all Canadian Welfare Plans required pursuant to applicable Requirements of Law and each of such plans has been maintained and each Loan Party is in compliance with such laws in all material respects including, without limitation, all requirements relating to employee participation, funding, investment of funds, benefits and transactions with the Loan Parties and persons related to them, (ii) no Loan Party has a material contingent liability with respect to any post-retirement benefit under a Canadian Welfare Plan, (iii) with respect to Canadian Pension Plans: (a) no Canadian Pension Termination Event has occurred and no steps have been taken to terminate any Canadian Pension Plan (wholly or in part) which could result in any Loan Party being required to make a material additional contribution to any Canadian Pension Plan, (b) no contribution failure has occurred with respect to any Canadian Pension Plan sufficient to give rise to a lien or charge under any applicable pension benefits laws of any other jurisdiction (for certainty, not including payments in respect of contributions payable but not yet due), and (c) no condition exists and no event or transaction has occurred with respect to any Canadian Pension Plan which is reasonably likely to result in any Loan Party incurring any material liability, fine or penalty, (iv) each Canadian Pension Plan is in compliance (other than immaterial non-compliance) with all applicable pension benefits and tax laws, (v) all contributions (other than immaterial amounts) (including employee contributions made by authorized payroll deductions or other withholdings) required to be made to the appropriate funding agency in accordance with all applicable Requirements of Law (other than immaterial non-compliance) and the terms of each such Canadian Pension Plan have been made in accordance with all applicable Requirements of Law (other than immaterial non-compliance) and the terms of such Canadian Pension Plan (other than immaterial non-compliance), (vi) all liabilities under each Canadian Pension Plan are funded in accordance with the terms of the respective Canadian Pension Plans, the requirements of applicable pension benefits laws and of applicable regulatory authorities (other than immaterial non-compliance), (vii) no event has occurred and no conditions exist with respect to any Canadian Pension Plan that has resulted or could reasonably be expected to result in any such Canadian Pension Plan having its registration revoked or refused by any administration of any relevant pension benefits regulatory authority or being required to pay any taxes (other than taxes the amounts of which are immaterial) or penalties under any applicable pension benefits or tax laws and (viii) no Loan Party contributes to, sponsors or maintains, or has in the past 5 years contributed to, sponsored or maintained, a Canadian Defined Benefit Pension Plan.

3.24 Canadian Anti-Corruption and Canadian Anti-Money Laundering. The Canadian Guarantor has adopted and maintains adequate procedures designed to ensure that it is in compliance in all material respects with all Canadian Anti-Money Laundering Legislation and Canadian Anti-Corruption Laws.

SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to Closing Date and the Initial Extension of Credit. The obligations of each Lender to make Loans hereunder on the Closing Date are subject to the satisfaction of the following conditions on the Closing Date:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by a duly authorized officer of Parent and the Borrower, (ii) an executed signature page from each Lender party to this Agreement on the Closing Date and (iii) executed copies of the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement;

(b) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit B hereto, with appropriate insertions and attachments;

(c) Other Certifications. The Administrative Agent shall have received the following:

(i) a copy of the charter or other similar organizational document of each Loan Party and each amendment thereto, certified (as of a date reasonably near the date of the initial extension of credit) as being a true and correct copy thereof by the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized (or, with respect to the Canadian Guarantor, by a Responsible Officer) (other than with respect to General Nutrition Investment Company and GNC Canada Holdings, Inc.);

(ii) a copy of a certificate of the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized, dated reasonably near the date of the initial extension of credit, listing the charter or other similar organizational document of such Loan Party and each amendment thereto on file in such office and, if available, certifying that (A) such amendments are the only amendments to such Person's charter on file in such office and (B) such Person is duly organized and (to the extent such certificate exists in the relevant jurisdiction) in good standing or full force and effect under the laws of such jurisdiction (other than with respect to General Nutrition Investment Company, GNC Canada Holdings, Inc. and the Canadian Guarantor); and

(iii) a certificate of a duly authorized officer or director of each Loan Party, certifying (i) that the attached copies of such Loan Party's organizational documents are true and complete, and in full force and effect, without amendment except as shown; (ii) that an attached copy of resolutions authorizing execution and delivery of the Loan Documents is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to the Loan Documents; and (iii) to the title, name and signature of each Person authorized to sign the Loan Documents;

(d) Filings, Registrations, Recordings and Searches. Each UCC and PPSA financing statement required by the Security Documents or under law to be filed, registered or recorded in order to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall have been filed, registered or recorded

or shall have been delivered to the Administrative Agent in proper form for filing, registration or recordation;

(e) "Know-Your-Customer". The Loan Parties shall have provided or caused to be provided the documentation and other information to the Administrative Agent required by United States and Canadian regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and Canadian Anti-Money Laundering Legislation, in each case, at least two Business Days prior to the Closing Date, to the extent reasonably requested in writing at least five Business Days prior to the Closing Date;

(f) Budget. The Administrative Agent shall have received the initial Budget, a monthly forecast for the period through the Maturity Date and an opening pro forma balance sheet for the Loan Parties;

(g) Commencement of Chapter 11 Cases. The Chapter 11 Cases shall have been commenced and all of the pleadings related to the "first day orders" and "second day orders" entered by the Bankruptcy Court at the time of the commencement of the Chapter 11 Cases and prior to the Interim DIP Order shall be in form and substance reasonably satisfactory to the Required Lenders;

(h) Commencement of Recognition Proceedings. The Recognition Proceedings shall have been commenced;

(i) Restructuring Support Agreement. Receipt of a Restructuring Support Agreement;

(j) Interim DIP Order. The Interim DIP Order, substantially in the form of Exhibit J hereto, shall have been entered by the Bankruptcy Court within three (3) Business Days after the Petition Date and the Administrative Agent shall have received a true and complete copy of such order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated absent prior written consent of the Required Lenders and such order shall not be subject to a stay pending appeal or motion for leave to appeal or other proceeding to set aside any such order or the challenge to the relief provided for in such order, except as consented to by the Required Lenders;

(k) Cash Management Order. An order entered by the Bankruptcy Court pertaining to the Loan Parties' cash management system ("Cash Management Order") and all motions and other documents filed with the Bankruptcy Court prior to the Closing Date in connection therewith, shall be in form and substance reasonably satisfactory to the Required Lenders;

(l) No Appointment of Trustee. No trustee or other disinterested person with expanded powers pursuant to Section 1104(c) of the Bankruptcy Code shall have been appointed or designated in any of the Chapter 11 Cases, and no motion shall be pending in the Bankruptcy Court seeking any such relief;

(m) Adequate Protection. The Prepetition Term Loan Agent and the Prepetition Term Loan Lenders shall have each received adequate protection in respect of the Liens securing the Prepetition Term Loan Obligations as set forth in the Interim DIP Order;

(n) DIP Financing Protections. The Collateral Agent, for its benefit and the benefit of each Lender, shall have been granted a perfected, valid, enforceable Lien on, and security interest in, the Collateral, in addition to the DIP Superpriority Claim, on the terms and conditions set forth herein and in the Interim DIP Order;

(o) Prepetition ABL/FILO Amendment and Restatement. The Administrative Agent shall have received an executed copy of the Prepetition ABL/FILO Amendment and Restatement.

For purposes of determining whether the conditions specified in this Section 4.1 have been satisfied on the Closing Date, by executing this Agreement and/or funding any Loans hereunder, the Administrative Agent and each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

4.2 Conditions to Each Extension of Credit and each Withdrawal Date. (x) The agreement of each Lender to make any extension of credit requested to be made by it hereunder on any date (including, without limitation, its initial extension of credit) (other than a conversion of Loans to the other Type, or a continuation of Eurodollar Loans) and (y) the Borrower's right to make a Withdrawal on any Withdrawal Date is subject to the satisfaction of, with respect to clause (x) above, all of the following conditions precedent, and with respect to clause (y) above, the conditions precedent in clauses (a) through (f) below:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in the Loan Documents shall be true and correct in all material respects on and as of such date as if made on and as of such date, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date (provided that, in each case, such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified by materiality or Material Adverse Effect).

(b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date or the Withdrawal of proceeds on such date, as applicable.

(c) Borrowing Request. The Administrative Agent shall have received a Borrowing Request or a Withdrawal Request, as applicable.

(d) Compliance with Budget. The Administrative Agent and Ad Hoc Group Advisors shall have received all periodic updates required under the Budget pursuant to Section 5.1(B)(a) and any Variance Reports pursuant to Section 5.1(B)(b), in each case required to be

delivered pursuant to such applicable Section prior to the delivery of the applicable Borrowing Request or Withdrawal Request.

(e) [Reserved].

(f) Final DIP Order. With respect to the Final Loans, the Final DIP Order shall have been entered by the Bankruptcy Court and (i) the Administrative Agent shall have received a true and complete copy of such order, (ii) such order shall be in form and substance satisfactory to the Required Lenders in their sole discretion and (iii) such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated in a manner inconsistent with the terms of this Agreement absent the prior written consent of the Required Lenders.

(g) Costs and Expenses. All reasonable and documented out-of-pocket costs, fees, expenses (including, without limitation, reasonable and documented legal fees and expenses) set forth in the Loan Documents or otherwise required pursuant to Section 2.14 to be paid to the Agents and the Lenders (and to counsel of the Agents and the Ad Hoc Group Advisors) on or before such date shall have been paid; provided that, legal fees shall be limited to the reasonable and documented fees and disbursements of one counsel for the Administrative Agent (which shall be Dorsey & Whitney LLP) and one lead U.S. counsel for the Ad Hoc Group of Crossover Lenders (which shall be Milbank LLP), one lead Canadian counsel for the Ad Hoc Group of Crossover Lenders (which shall be Cassels Brock & Blackwell LLP) and, in addition, one local counsel in each appropriate jurisdiction), including reasonable and documented out-of-pocket costs and expenses of (a) the Agents administering the Facility and (b) preparing all documents and enforcing any and all obligations relating to the Facility.

Each Borrowing Request and each Withdrawal Request submitted by the Borrower shall be deemed to be a representation and warranty that the applicable conditions specified in Section 4.2 have been satisfied on and as of the date of the applicable Borrowing or Withdrawal Date, as applicable.

SECTION 5. AFFIRMATIVE COVENANTS

Holdings, GNC Parent LLC, Parent and the Borrower each hereby jointly and severally agree that, so long as any Loan or other amount (excluding contingent reimbursement and indemnification obligations which are not due and payable) is owing to any Lender or any Agent hereunder, it shall and shall cause each of the Loan Parties that are Subsidiary Guarantors to:

5.1 Financial Statements, Budget.

(A) Financial Statements.

Furnish to the Administrative Agent for further delivery to each Lender:

(b) within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for

the previous year, all in reasonable detail and prepared in accordance with GAAP, by PricewaterhouseCoopers or other independent certified public accountants of nationally recognized standing;

(c) within 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of operations and cash flows of the Borrower and its consolidated Subsidiaries in accordance with GAAP (subject to normal year end audit adjustments and the absence of footnotes); and

(d) within 30 days after the end of each month (other than the third fiscal month of any fiscal quarter), a copy of the unaudited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such month and the related unaudited consolidated statements of income and of cash flows for such month.

(B) Budget and Other Information.

Furnish to the Administrative Agent for further delivery to each Lender:

(a) no later than Wednesday, July 22, 2020, and no later than the Wednesday of each fourth week thereafter, an updated 13-week statement of the Loan Parties' anticipated cash receipts and Budget Disbursements for the subsequent 13-week period (a "Proposed Budget"). Unless the Administrative Agent or Required Lenders notifies the Loan Parties in writing (which may be by email) on or before the Wednesday of the week following the delivery of any Proposed Budget that such Proposed Budget is not in form and substance reasonably satisfactory to the Required Lenders, such Proposed Budget shall on such Wednesday become the "Budget" for all purposes. If the Administrative Agent or Required Lenders deliver such notice that such Proposed Budget is not in form and substance reasonably satisfactory to the Required Lenders, the Budget then in effect shall continue as the then-effective Budget;

(b) on each Wednesday following the Petition Date, commencing on July 1, 2020, (prior to 11:59 p.m.) (x) a report (each, a "Variance Report") in form acceptable to the Required Lenders setting forth in reasonable detail the Borrower's actual aggregate cash receipts and aggregate cash Budget Disbursements for the relevant Variance Statement Period as compared to the projected, aggregate cash receipts and Budget Disbursements provided by the then-current Budget for the same period and setting forth (a) the actual cash receipts and Budget Disbursements for the relevant Variance Statement Period and available cash on hand as of the end of such period, (b) the variance in dollar amounts of the actual aggregate receipts and aggregate cash Budget Disbursements for the relevant Variance Statement Period from those reflected for the corresponding period in the Budget and (c) a description of the nature of any material positive or negative variance in certain line items to be reasonably agreed and (y) a statement by a Responsible Officer of Holdings as to whether or not a Budget Event shall have occurred for the relevant Budget Testing Period, if applicable;

(c) on Wednesday of each week (commencing after the first full week after the Petition Date), provide to the Administrative Agent and the Ad Hoc Group Advisors a report with respect to the immediately prior week setting forth sales and same-store sales (in Dollar amounts) broken down by (i) retail (domestic and franchise), (ii) e-commerce, (iii) U.S. retail segment, (iv) wholesale segment and (v) international segment (the "Sales Report");

(d) within seven days after the start of each month commencing after the Petition Date, provide to the Administrative Agent and Ad Hoc Group Advisors the Sales Report with respect to the immediately prior month, accompanied by an analysis comparing the results in the Sales Report with the forecasted results that appeared in the Budget covering the corresponding period of time, for each month commencing June 2020;

(e) on Wednesday of each week (commencing after the first full week after the Petition Date), provide to the Administrative Agent and Ad Hoc Group Advisors a report setting forth, in Dollar amounts, sale proceeds and product margin achieved in the going-out-of-business sale with respect to the immediately prior week; and

(f) on Wednesday of each week (commencing after the first full week after the Petition Date), provide to the Administrative Agent and the Ad Hoc Group Advisors a report containing an update on negotiations with landlords, including a written summary of lease modifications and related savings.

The Borrower shall, to the extent requested by the Ad Hoc Group Advisors, weekly, at a time mutually agreed with the Administrative Agent that is promptly after the delivery of the information required pursuant to clause (B)(b) above, participate in a conference call for the Ad Hoc Group Advisors to discuss the financial condition and results of operations of the Loan Parties and the Budget and Variance Report. The Agents and the Lenders acknowledge that the content of such calls will include Nonpublic Information.

Notwithstanding the foregoing, the obligations in paragraphs (A)(a) and (A)(b) of this Section 5.1 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent company of the Borrower that directly or indirectly owns all of the Capital Stock of the Borrower or (B) the Borrower's (or any direct or indirect parent company thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of clauses (A) and (B), (i) to the extent such information relates to a parent of the Borrower and if requested by the Administrative Agent, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Borrower (or such parent), on the one hand, and the information relating to the Borrower and the Subsidiaries on a standalone basis, on the other hand (which consolidating information shall be certified by a Responsible Officer of the Borrower as fairly presenting such information unless such consolidating information is contained in the financial statements included in a Form 10-K or 10-Q filed with the SEC), and (ii) to the extent such information is in lieu of information required to be provided under Section 5.1(A)(a), the consolidated financial statements included in the materials provided pursuant to the foregoing clause (A) or (B) are accompanied by a report of PricewaterhouseCoopers or other independent public accountants of recognized national standing.

5.2 Certificates; Other Information. Furnish to the Administrative Agent in each case (other than in the case of clauses (c) and (h) below) for further delivery to each Lender or, in the case of clause (g) below, to the relevant Lender:

(a) [reserved];

(b) concurrently with the delivery of any financial statements pursuant to Sections 5.1(A)(a), 5.1(A)(b) and 5.1(A)(c), a certificate of a Responsible Officer stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate;

(c) [reserved];

(d) to the extent that the Borrower (or a direct or indirect parent company of Borrower) is not otherwise required to file reports on form 10-K or 10-Q with the SEC, within 45 days after the end of each of the first three fiscal quarters of the Borrower in each fiscal year, or within 90 days after the fourth fiscal quarter of the Borrower in each fiscal year, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the comparable periods of the previous year;

(e) promptly after the furnishing thereof, copies of any material notices received by any Loan Party from, or material statement or material report furnished to, any holder (which is not an Affiliate of Parent) of Material Debt and not otherwise required to be furnished to the Administrative Agent or the Lenders pursuant to any other clause of this Section 5.2 (other than any such notices, statements or reports of an administrative or ministerial nature including, for the avoidance of doubt, with respect to any "Borrowing Base Certificate" (as defined in the Prepetition ABL/FILO Amendment and Restatement) and other notices with respect to the calculation of the "Borrowing Base" (as defined in the Prepetition ABL/FILO Amendment and Restatement));

(f) within ten days after the same are sent, copies of all reports that Parent or the Borrower or any of its Restricted Subsidiaries sends to the holders of (x) any Material Debt (other than any such reports of an administrative or ministerial nature including, for the avoidance of doubt, any "Borrowing Base Certificate" (as defined in the Prepetition ABL/FILO Amendment and Restatement) and other reports with respect to the calculation of the "Borrowing Base" (as defined in the ABL Credit Agreement)) or (y) any class of its public equity securities and, within ten days after the same are filed, copies of all reports that Parent or the Borrower or any of its Restricted Subsidiaries may make to, or file with, the SEC (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statement on Form S-8), and in any case not otherwise required to be furnished to the Administrative Agent or the Lenders pursuant to any other clause of this Section 5.2; in each case only to the extent such reports are of a type customarily delivered by borrowers to lenders in syndicated loan financings;

(g) promptly, such additional financial and other information regarding the business, legal, financial or corporate affairs of any Loan Party or any Restricted Subsidiary as the Administrative Agent may from time to time reasonably request (on its own behalf or on behalf of any Lender); and

(h) promptly after the same are available and to the extent feasible and reasonably practicable not later than three (3) days prior to the filing thereof with the Bankruptcy Court or the Canadian Court by or on behalf of the Loan Parties, proposed forms of the Bankruptcy Court DIP Order, all other proposed orders and pleadings related to the Facility, any plan of reorganization or liquidation, and any disclosure statement related to such plan.

Concurrently with the delivery of any document or notice required to be delivered pursuant to this Section 5.2 (collectively, the "Borrower Materials"), the Borrower shall indicate in writing whether such document or notice contains Nonpublic Information (which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof if such Borrower Materials may be distributed to "public-side" Lenders). Parent and the Borrower and each Lender acknowledge that certain of the Lenders may be "public- side" Lenders (Lenders that do not wish to receive material non-public information with respect to Holdings, Parent, the Borrower, its Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to this Section 5.2 or otherwise are being distributed through IntraLinks/IntraAgency, SyndTrak or another relevant website or other information platform (the "Platform"), any document or notice that the Borrower has indicated contains Nonpublic Information shall not be posted on that portion of the Platform designated for such public-side Lenders. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "public side". If the Borrower has not indicated whether a document or notice delivered pursuant to this Section 5.2 contains Nonpublic Information, the Administrative Agent shall post such document or notice solely on that portion of the Platform designated for Lenders who do not wish to receive material nonpublic information with respect to Parent, the Borrower, its Subsidiaries and their securities.

5.3 Payment of Obligations. Subject to the Bankruptcy Court DIP Order, pay, discharge or otherwise satisfy before they become delinquent, as the case may be, all its material tax obligations, except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of Parent, the Borrower or its Restricted Subsidiaries, as the case may be or (b) where the failure to pay, discharge or otherwise satisfy the same would not reasonably be expected to have a Material Adverse Effect.

5.4 Conduct of Business and Maintenance of Existence, etc. (a) (i) Preserve, renew and keep in full force and effect its corporate or other organizational existence and (ii) take all reasonable action to maintain all rights, privileges, franchises, permits and licenses necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 and except (other than in the case of the preservation of existence of Parent and the Borrower) to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; (b) to the extent not in conflict with this Agreement or the other Loan Documents, comply with all applicable Requirements of Law, except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a

Material Adverse Effect; and (c) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws.

5.5 Maintenance of Property; Insurance. (a) Except as would not reasonably be expected to have a Material Adverse Effect, keep all Property and systems necessary in its business (in the good faith belief of the Borrower) in good working order and condition, ordinary wear and tear excepted and (b)maintain with financially sound and reputable insurance companies insurance (or, with respect to inventory and equipment at the retail store level, a program of self-insurance) on all its Property meeting the requirements of Section 5.3 of the Guarantee and Collateral Agreement and in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same geographic regions by companies of similar size engaged in the same or a similar business and as would be carried under similar circumstances; provided that such insurance shall not be required to cover ephedra products or other products for which insurance is not available or is not available on commercially reasonable terms.

5.6 Inspection of Property; Books and Records; Discussions. (a) Keep proper books of records in conformity with GAAP and all material applicable Requirements of Law of all material dealings and transactions in relation to its business activities and (b) permit representatives of the Administrative Agent, at reasonable business times and upon reasonable prior notice, to visit and inspect any of its properties and examine and, at the Borrower's expense, and make abstracts from any of its books and records as often as may reasonably be desired (subject to the immediately succeeding sentence) and to discuss the business, operations, properties and financial and other condition of Parent, the Borrower and its Restricted Subsidiaries with officers and employees of Parent, the Borrower and its Restricted Subsidiaries and with their respective independent certified public accountants (subject to such accountants' policies and procedures). Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing (in which case there shall be no limits on such visits, inspections and examinations) such visits, inspections and examinations shall be limited to two per fiscal year (and, (x) so long as no Event of Default has occurred and is continuing, only one time at the Borrower's expense and (y) following the occurrence and during the continuance of an Event of Default, not more than two times at the Borrower's expense); provided, however, that unless an Event of Default exists, (i) such inspections for environmental matters shall be limited to no more than once per fiscal year and (ii) at all times such inspections for environmental matters shall be limited to non-intrusive and non-invasive visual observations. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 5.6, none of Parent, the Borrower or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by any Requirement of Law or any binding agreement or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

5.7 Notices. Promptly give notice to the Administrative Agent in each case for further delivery to the Collateral Agent and each Lender of:

(a) knowledge by the Borrower or Parent of the occurrence of any Default or Event of Default;

(b) any (i) default or event of default (or alleged default) under any Contractual Obligation (other than the Loan Documents) of any of the Loan Parties or (ii) litigation, investigation or proceeding which may exist at any time between any of the Loan Parties and any Governmental Authority, that in the case of either of clause (i) or (ii), would reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding against any of the Loan Parties (other than the Chapter 11 Cases and the Recognition Proceedings) that would reasonably be expected to have a Material Adverse Effect;

(d) the following events to the extent such events would reasonably be expected to have a Material Adverse Effect, as soon as possible and in any event within 15 days after the Borrower or any Commonly Controlled Entity knows or has reason to know thereof: (i) the occurrence of any ERISA Event or Canadian Pension Termination Event with respect to any Plan or Canadian Defined Benefit Plan, a failure to make any required contribution to a Single Employer Plan or Multiemployer Plan or a Canadian Pension Plan that would reasonably be expected to give rise to a Lien in favor of the PBGC, the Financial Services Commission of Ontario (or other like provincial entities) ("FSCO") or a Single Employer Plan or Multiemployer Plan or Canadian Pension Plan, the creation of any Lien in favor of any Person including the PBGC, the FSCO or a Single Employer Plan or Multiemployer Plan or Canadian Pension Plan or any withdrawal from, or the termination or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the FSCO or the Borrower or any Loan Party or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination or Insolvency of, any Plan or Canadian Defined Benefit Plan;

(e) any event, occurrence, or circumstance in which a material portion of the Collateral is damaged, destroyed, or otherwise impaired or adversely affected, to the extent any of the foregoing would reasonably be expected to have a Material Adverse Effect; and

(f) any other development or event that results in or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action (if any) Parent, the Borrower or the relevant Loan Party proposes to take with respect thereto.

5.8 Environmental Laws. (a) Comply in all respects with all applicable Environmental Laws, and obtain, maintain and comply with any and all Environmental Permits, except to the extent the failure to so comply with Environmental Laws or obtain, maintain or comply with Environmental Permits would not reasonably be expected to have a Material Adverse Effect.

(a) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other corrective actions required pursuant to Environmental Laws and promptly comply in all respects with all lawful orders and directives of all Governmental Authorities regarding any violation of or non- compliance with Environmental Laws and any release or threatened release of Hazardous Materials, except, in each case, to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.9 Opposition to Motions. Promptly oppose (i) any motion filed by any third party in the Bankruptcy Court or Canadian Court to (x) lift the stay on the Collateral (other than motions filed by the Administrative Agent or the Lenders) or (y) terminate the exclusive ability of the Loan Parties to file a plan of reorganization, or (ii) any other motion that, if granted, could reasonably be expected to have a material adverse effect on the Administrative Agent or the Lenders or any Collateral.

5.10 Additional Collateral, etc. Subject to any applicable limitation in any Intercreditor Agreement:

(a) [Reserved].

(b) [Reserved].

(c) With respect to any new Subsidiary created or acquired after the Closing Date (other than Excluded Subsidiaries) by the Borrower or a Subsidiary Guarantor promptly cause such new Subsidiary (A) to become a party to the Guarantee and Collateral Agreement and (B) to take such actions reasonably necessary to grant to the Collateral Agent for the benefit of the Secured Parties a perfected first priority security interest (subject to Permitted Liens) in the Collateral described in the Guarantee and Collateral Agreement with respect to such Subsidiary to the extent required under the Guarantee and Collateral Agreement, including, without limitation, the filing of UCC financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by applicable law.

(d) Notwithstanding the foregoing provisions of this Section 5.10 or any other provision hereof or of any other Loan Document, (i) the Borrower and Guarantors shall not be required to grant a security interest in any Excluded Assets, (ii) Liens required to be granted pursuant to this Section 5.10, and actions required to be taken, including to perfect such Liens, shall be subject to exceptions and limitations consistent with those set forth in the Security Documents on the Closing Date (or as created or amended after the Closing Date with the approval of the Borrower), (iii) other than with respect to (A) the Canadian Guarantor and (B) any other Foreign Subsidiary that becomes a Guarantor after the Closing Date, and in such instance, only with respect to the stock of such Foreign Subsidiary and subject to customary exceptions, limitations and restrictions imposed by local law, no Loan Party shall be required to take any actions outside the United States or under non-United States law to create or perfect any Liens on the Collateral (including, without limitation, any Intellectual Property registered or applied for registration in any jurisdiction outside the United States) and no Security Document shall be governed by the laws of any jurisdiction outside the United States, (iv) the Loan Parties shall not be required to deliver any landlord waivers, estoppels, collateral access agreements or bailee letters, (v) the Loan Parties shall not be required to deliver control agreements or

otherwise deliver perfection by "control" (within the meaning of the Uniform Commercial Code or the Securities Transfer Act (Ontario) (or equivalent in any other province or territory)) (including with respect to deposit accounts, securities accounts and commodities accounts),, (vi) notices shall not be required to be sent by any Loan Party or any Subsidiary or permitted to be sent by any Secured Party to account debtors or other contractual third parties unless an Event of Default has occurred and is continuing, (vii) no perfection of security interests (except to the extent perfected by the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order or through the filing of UCC and PPSA financing statements) shall be required with respect to letter of credit rights and (viii) in no event shall perfection be required with respect to any Collateral by means other than (A) the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order and (B) filings of UCC and (with respect to the Canadian Guarantor) PPSA financing statements in the office of the secretary of state or provincial ministry (or similar central filing office) of the jurisdiction of formation or organization of such Loan Party.

5.11 [Reserved].

5.12 Further Assurances. Upon the exercise by the Administrative Agent, the Collateral Agent or any Lender of any right or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any United States or Canadian Governmental Authority, the Borrower will execute and deliver, or will cause its Subsidiaries to execute and deliver all applications, certifications, instruments and other documents that such Agent or such Lender may be required to obtain from the Borrower or any of its Subsidiaries for such governmental consent, approval, recording, qualification or authorization, subject to the terms of Section 5.10 and other than with respect to any Excluded Assets.

5.13 Maintenance of Ratings. The Borrower shall use commercially reasonable efforts to obtain, within 45 days following the Closing Date, and if so obtained, will use commercially reasonable efforts to maintain thereafter a private rating (but not any specific rating) from either Moody's or S&P for the Term Loans.

5.14 Fiscal Period. End the Fiscal Year of the Borrower on December 31 and maintain the Borrower's method of determining fiscal quarters as such method is in effect on the Closing Date.

5.15 [Reserved].

5.16 Anti-Corruption and Sanctions. Use, and cause the respective directors, officers, employees and agents of the Borrower and its Subsidiaries to use, the proceeds of any Loan in a manner not (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto. Notwithstanding the foregoing, the covenants in this Section 5.16 shall not be made by nor apply to any Person that qualifies as a corporation that is registered or incorporated under the laws of Canada or any province thereof and that carries on business in whole or in part in Canada within

the meaning of Section 2 of the Foreign Extraterritorial Measures (United States) Order, 1992 passed under the Foreign Extraterritorial Measures Act (Canada) in so far as such covenants would result in a violation of or conflict with the Foreign Extraterritorial Measures Act (Canada) or any similar law.

SECTION 6. NEGATIVE COVENANTS

Holdings, GNC Parent LLC, Parent and the Borrower each agrees that, so long as any Loan or other amount (excluding Obligations in respect of contingent reimbursement and indemnification obligations which are not due and payable) is owing to any Lender or any Agent hereunder, it shall not, and shall not permit any of the Loan Parties that are Subsidiary Guarantors to:

6.1 [Reserved].

6.2 Limitation on Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness of the Loan Parties under (i) the Loan Documents, (ii) the Prepetition Loan Documents in effect on the Petition Date, (iii) the Prepetition ABL/FILO Amendment and Restatement, (iv) the LC Cash Collateral Agreement and the Existing Letters of Credit, and (v) the Carve Out;

(b) Indebtedness of any Loan Party to any other Loan Party or any Restricted Subsidiary, so long as any such Indebtedness owed to a non-Loan Party is subordinated to the Obligations pursuant to the Bankruptcy Court DIP Order;

(c) Indebtedness (including intercompany Indebtedness) and Guarantee Obligations outstanding on the Closing Date;

(d) Guarantee Obligations by Holdings, the Borrower or any of the Guarantors in respect of Indebtedness of the Borrower or any of the Guarantors otherwise permitted hereunder;

(e) Indebtedness in respect of Cash Management Services in the ordinary course of business and Indebtedness arising from the endorsement of instruments or other payment items for deposit and the honoring by a bank or other financial institution of instruments or other payments items drawn against insufficient funds;

(f) to the extent constituting Indebtedness, indemnification, deferred purchase price adjustments, earn-outs or similar obligations, in each case, incurred or assumed in connection with the acquisition of any business or assets or any Investment permitted to be acquired or made hereunder or any Disposition permitted hereunder;

(g) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(h) Indebtedness in respect of Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes, to protect against exposure to interest rates, commodity prices or foreign exchange rates;

(i) Indebtedness representing deferred compensation or similar obligations to employees of the Borrower and the Guarantors incurred in the ordinary course of business;

(j) Indebtedness incurred by the Borrower or any of the Guarantors in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement- type obligations regarding workers compensation claims; provided that upon the drawing of such letter of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 90 days (or such longer period as may be agreed upon by the Administrative Agent) unless the amount or validity of such obligations are being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or the Guarantors, as the case may be; provided further that such Indebtedness shall not exceed $500,000 in the aggregate at any time outstanding;

(k) Indebtedness in respect of performance, bid, release, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of the Guarantors, in each case in the ordinary course of business;

(l) Indebtedness in respect of letters of credit issued for the account of the Borrower or any of the Guarantors to finance the purchase of inventory so long as (x) such Indebtedness is secured only by cash collateral and in accordance with the Budget and (y) the aggregate principal amount of such Indebtedness does not exceed $1,500,000 at any one time outstanding;

(m) Indebtedness incurred in the ordinary course of business with respect to customer deposits and other unsecured current liabilities not the result of borrowing and not evidenced by any note or other evidence of Indebtedness;

(n) unsecured Indebtedness of the Borrower or any of the Guarantors owing to the Borrower or any other Guarantors to the extent expressly contemplated in the Budget and constituting an Investment permitted by Section 6.8;

(o) Indebtedness in an aggregate principal amount not to exceed $625,000 at any one time outstanding; provided that no more than $250,000 of such Indebtedness may be in respect of borrowed money; and

(p) to the extent constituting Indebtedness, all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in Section 6.2(a) through (o) above.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness

denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus any undrawn commitments with respect thereto and the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such refinancing.

To the extent otherwise constituting Indebtedness, the accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall be deemed not to be Indebtedness for purposes of this Section 6.2. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP.

6.3 Limitation on Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for Taxes, assessments or governmental charges that are not required to be paid pursuant to Section 5.3 that are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect to such proceedings are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP);

(b) (i) carriers', warehousemen's, landlord's, mechanics', contractor's, materialmen's, repairmen's or other like Liens imposed by law or arising in the ordinary course of business which secure amounts that are not overdue for a period of more than 60 days or if more than 60 days overdue, are unfiled and no action has been taken to enforce such Lien, or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect to such proceedings are maintained in the books of the Borrower or the applicable Subsidiary, as the case may be, in conformity with GAAP), (ii) Liens of customs and revenue authorities to secure payment of customs duties in connection with the importation of goods and (iii) Liens on specific items of inventory or other goods and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or such other goods in the ordinary course of business;

(c) subject to the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order (i) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations

of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Loan Party or any Subsidiary;

(d) deposits by or on behalf of any Loan Party or any of its Subsidiaries to secure the performance of bids, trade contracts and governmental contracts (other than Indebtedness for borrowed money), leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and title defects that, in the aggregate, do not materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower and its Subsidiaries taken as a whole;

(f) Liens in existence on the Closing Date and Replacement Liens in respect thereof;

(g) Subject to the Bankruptcy Court DIP Order, Liens created pursuant to (i) the Loan Documents, (ii) the Prepetition Loan Documents in effect on the Petition Date, (iii) the Prepetition ABL/FILO Amendment and Restatement, (iv) the LC Cash Collateral Agreement and the Existing Letters of Credit, and (v) the Carve Out;

(h) any interest or title of a lessor or sublessor under any lease or sublease or real property license or sub-license entered into by the Borrower or any Guarantor in the ordinary course of its business and covering only the assets so leased, subleased, licensed or sub-licensed and any Liens on such lessor's, sublessor's, licensee's or sub-licensee's interest or title;

(i) Liens in connection with attachments or judgments or orders in circumstances not constituting an Event of Default under Section 7.1(f);

(j) Liens existing on property at the time of its acquisition or existing on the property of a Person which becomes a Subsidiary of the Borrower after the Closing Date; provided that (i) such Liens existed at the time such property was acquired or such Person became a Subsidiary of the Borrower, (ii) such Liens were not granted in connection with or in contemplation of the applicable acquisition or Investment, (iii) any Indebtedness secured thereby is permitted by Section 6.2 and (iv) such Liens are not expanded to cover additional Property (other than proceeds and products thereof); and Replacement Liens in respect thereof;

(k) Liens consistent with those arising by operation of law consisting of customary and ordinary course rights of setoff upon deposits of cash and Cash Equivalents in favor of banks or other financial or depository institutions in the ordinary course of business;

(l) Liens on insurance policies and the proceeds thereof securing insurance premium financing permitted hereunder;

(m) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Borrower or any Guarantor in the ordinary course of business;

(n) (i) Liens of a collection bank arising under Section 4-208 or 4-210 of the Uniform Commercial Code on the items in the course of collection, (ii) Liens attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and not for speculative purposes and (iii) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to accounts and cash and Cash Equivalents on deposit in accounts maintained by the Borrower or any Guarantor, in each case under this clause (iii) granted in the ordinary course of business in favor of the banks or other financial or depositary institution with which such accounts are maintained, securing amounts owing to such Person with respect to Cash Management Services (including, without limitation, operating account arrangements and those involving pooled accounts and netting arrangements); provided that, in the case of this clause (iii), unless such Liens arise by operation of applicable law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness for borrowed money;

(o) non-exclusive licenses and sub-licenses of Intellectual Property granted by the Borrower or any of the Guarantors in the ordinary course of business (and, to the extent in existence on the Closing Date or granted by the Borrower or any of the Guarantors in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States and Canada);

(p) UCC or PPSA financing statements or similar public filings that are filed as a precautionary measure in connection with operating leases or consignment of goods in the ordinary course of business;

(q) Liens on property purportedly rented to, or leased by, the Borrower or any of the Guarantors pursuant to a Sale and Leaseback Transaction; provided, that (i) such Sale and Leaseback Transaction is permitted by Section 6.12, (ii) such Liens do not encumber any other property of the Borrower or the Guarantors, and (iii) such Liens secure only the Attributable Indebtedness incurred in connection with such Sale and Leaseback Transaction;

(r) Liens on the assets of Foreign Subsidiaries that secure only Indebtedness permitted pursuant to Section 6.2 and related obligations of Foreign Subsidiaries;

(s) good faith earnest money deposits made in connection with an Investment (other than Investments under Section 6.8(r)) or letter of intent or purchase agreement permitted hereunder;

(t) Liens in favor of a Loan Party or a Restricted Subsidiary securing intercompany Indebtedness permitted hereunder; provided, that such intercompany Indebtedness, to the extent owed from a Loan Party to a non-Loan Party, shall be subordinated to the Obligations pursuant to the Bankruptcy Court DIP Order;

(u) Liens (i) on an Investment permitted pursuant to Section 6.8 to be applied against the purchase price for such Investment or (ii) consisting of an agreement to Dispose of

any property in a Disposition permitted under Section 6.5, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(v) Liens deemed to exist in connection with Investments in repurchase agreements under Section 6.8; provided such Liens do not extend to any assets other than those assets that are the subject of such repurchase agreement;

(w) Liens that are customary contractual rights of setoff relating to purchase orders and other agreements entered into with customers of the Borrower or any of the Subsidiaries in the ordinary course of business;

(x) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of the Guarantors are located;

(y) Liens or rights of setoff against credit balances of the Borrower or any of the Guarantors with credit card issuers or credit card processors or amounts owing by such credit card issuers or credit card processors to the Borrower or any of the Guarantors in the ordinary course of business, to secure the obligations of the Borrower or any of the Guarantors to such credit card issuers and credit card processors as a result of fees and chargebacks;

(z) Liens with respect to Capital Stock in joint ventures that arise pursuant to the applicable underlying joint venture agreement;

(aa) Liens securing obligations in an amount not to exceed $625,000 at any one time outstanding; provided that no more than $250,000 of such secured obligations may be in respect of Indebtedness for borrowed money; and

(bb) Liens in favor of the Prepetition Lenders and Prepetition Agents granted pursuant to the Bankruptcy Court DIP Orders.

6.4 Limitation on Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself, or Dispose of all or substantially all of its Property or business, except that so long as no approval of the Bankruptcy Court is required (or such approval is required and shall have been received):

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving entity) and any Subsidiary of the Borrower may be merged, consolidated or amalgamated with or into any Guarantor (provided that if a Guarantor is party thereto (i) a Guarantor shall be the continuing, surviving or resulting entity or (ii) simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Guarantor and the Borrower shall comply with Section 5.10 in connection therewith);

(b) any Subsidiary of the Borrower may Dispose of all or substantially all of its Property or business (i) (upon liquidation, windup, dissolution or otherwise) to (x) if such Subsidiary is a Loan Party, the Borrower or any other Loan Party and (y) if such Subsidiary is

not a Loan Party, the Borrower or any Subsidiary or (ii) pursuant to a Disposition permitted by Section 6.5;

(c) any Foreign Subsidiary may (i) be merged or consolidated or amalgamated with or into any other Foreign Subsidiary, or (ii) Dispose of any or all of its assets to (upon voluntary liquidation, windup, dissolution or otherwise) any other Foreign Subsidiary;

(d) any merger, amalgamation or consolidation the sole purpose of which is to reincorporate or reorganize a Loan Party or Subsidiary in another jurisdiction; provided that (x) in the case of any such merger, amalgamation or consolidation involving a Loan Party, a Loan Party is the surviving, continuing or resulting Person (or simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Subsidiary Guarantor) and the Borrower shall comply with Section 5.10 in connection therewith and (y) in the case of any such merger or consolidation involving a Loan Party or Subsidiary that is domiciled within the United States (or in the case of the Canadian Guarantor, Canada), the continuing, surviving or resulting entity shall be domiciled within the United States (or in the case of the Canadian Guarantor, Canada);

(e) any Investment permitted by Section 6.8 may be structured as a merger, consolidation or amalgamation; provided that in the case of any such merger, consolidation or amalgamation of a Loan Party, the surviving, continuing or resulting legal entity of such merger, consolidation or amalgamation is a Loan Party (or simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Subsidiary Guarantor) and the Borrower shall comply with Section 5.10 in connection therewith; and

(f) any Loan Party (other than the Borrower) may dissolve, liquidate or wind up its affairs at any time if such dissolution, liquidation or winding up would not reasonably be expected to have a Material Adverse Effect.

6.5 Limitation on Disposition of Property. Dispose of any of its Property (including, without limitation, receivables and leasehold interests), whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary of the Borrower, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property in the ordinary course of business;

(b) the sale of inventory and equipment held for sale in the ordinary course of business or pursuant to a "going out of business" sale;

(c) Dispositions permitted by Section 6.4 (other than Section 6.4(b)(ii));

(d) the sale or issuance of any Loan Party's or any Subsidiary's Capital Stock to the Borrower or any other Loan Party or the sale or issuance of any Excluded Subsidiary's Capital Stock to another Excluded Subsidiary; provided that any Guarantor's ownership interest therein is not diluted;

(e) the sale of assets in connection with the closure of stores and the Disposition of franchises and stores (and related assets) in the ordinary course of business or pursuant to a "going out of business sale";

(f) the Disposition of cash or Cash Equivalents;

(g) (i) the non-exclusive license or sub-license of Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States and Canada) and (ii) the lapse or abandonment in the ordinary course of business of any registrations or applications for registration of any immaterial Intellectual Property;

(h) the lease, sublease, license or sub-license of property which is described in Section 6.3(h);

(i) the Disposition of surplus or other property no longer used or useful in the business of the Borrower and its Subsidiaries in the ordinary course of business or pursuant to a "going out of business sale";

(j) the Disposition of other assets having a fair market value not to exceed $250,000 in the aggregate in any fiscal year;

(k) the Disposition of assets subject to or in connection with any Recovery Event;

(l) Dispositions consisting of Restricted Payments permitted by Section 6.6;

(m) Dispositions consisting of Investments permitted by Section 6.8;

(n) Dispositions consisting of Liens permitted by Section 6.3;

(o) Dispositions of assets pursuant to Sale and Leaseback Transactions permitted pursuant to Section 6.12;

(p) Dispositions of property to a Loan Party or a Subsidiary; provided that if the transferor of such property is a Loan Party the transferee thereof must be a Loan Party;

(q) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(r) Dispositions of accounts receivable in connection with the collection or compromise thereof in the ordinary course of business (and not for financing purposes); and

(s) the unwinding of any Hedge Agreement.

6.6 Limitation on Restricted Payments. Declare or pay any dividend on (other than dividends payable solely in Qualified Capital Stock of the Person making the dividend so long as the ownership interest of any Guarantor in such Person is not diluted), or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Loan Party, whether now or hereafter outstanding, or make any other distribution in respect thereof, whether in cash or property (collectively, "Restricted Payments"), except that:

(a) any Loan Party may make Restricted Payments to any other Loan Party;

(b) to the extent provided for in the Budget, any Loan Party may make Restricted Payments;

(c) the Borrower may pay dividends to permit Parent or any direct or indirect parent company of Parent to (i) pay operating costs and expenses and other corporate overhead costs and expenses (including, without limitation, directors' fees and expenses and administrative, legal, accounting, filings and similar expenses and salary, bonus and other benefits payable to officers and employees of Parent or any direct or indirect parent company of Parent), in each case to the extent such costs, expenses, fees, salaries, bonuses and benefits are attributable to the ownership or operations of Parent, the Borrower and the Subsidiaries, are reasonable and incurred in the ordinary course of business, (ii) [reserved], (iii) pay taxes which are not determined by reference to income, but which are imposed on Parent or any direct or indirect parent company of Parent as a result of Parent's or such parent company's ownership of the equity of Parent or the Borrower or any direct or indirect parent company of Parent, as the case may be, but only if and to the extent that Parent or such parent company has not received cash or other property in connection with the events or transactions giving rise to such taxes, (iv) [reserved], (v) pay franchise taxes and other fees, taxes and expenses required to maintain its corporate existence, (vi) finance any Investment permitted to be made hereunder (so long as (A) such dividends are made substantially concurrently with the closing of such Investment and (B) immediately following the closing thereof (1) all property acquired (whether assets or Capital Stock) shall be contributed to the Borrower or a Subsidiary Guarantor or (2) the Person formed or acquired shall be merged into the Borrower or a Subsidiary Guarantor in order to consummate such Investment (and subject to the provisions of Sections 5.10 and 6.4)), (vii) pay costs, fees and expenses related to any unsuccessful equity or debt offering permitted by this Agreement (other than any such offering intended to benefit Subsidiaries of any such parent company other than the Borrower and its Subsidiaries) and (viii) make payments permitted under Section 6.11 (but only to the extent such payments have not been and are not expected to be made directly by the Borrower or a Subsidiary Guarantor); provided that dividends paid pursuant to this Section 6.6(c) (other than dividends paid pursuant to clause (ii), (iii), or (iv) above) are used by Parent or any direct or indirect parent holding company of Parent for such purpose within 60 days of the receipt of such dividends or are refunded to the Borrower;

(d) any non-Wholly Owned Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Subsidiary which owns the equity interests in the Subsidiary paying such dividends receives at least its proportionate share thereof (based upon the relative holding of the equity interests in the Subsidiary paying such dividends);

(e) repurchases of Capital Stock in any Loan Party deemed to occur upon exercise of stock options or warrants or similar rights if such Capital Stock represents a portion of the exercise price of such options or warrants or similar rights (as long as the Loan Parties make no payment in connection therewith that is not otherwise permitted hereunder);

(f) GNC Puerto Rico, LLC may make distributions to GNC Live Well Ireland in an aggregate amount not to exceed $300,000 per fiscal year;

(g) to the extent constituting Restricted Payments, the Borrower and the Subsidiaries may enter into and consummate transactions permitted by Section 6.4 and Section 6.8 (other than Section 6.8(p)); and

(h) the Borrower or any of the Restricted Subsidiaries may pay cash in lieu of fractional Capital Stock in connection with any dividend, split or combination thereof.

6.7 [Reserved].

6.8 Limitation on Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting an ongoing business from, or make any other investment in, any other Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit or the holding of receivables in the ordinary course of business and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(b) investments in cash and items that were Cash Equivalents at the time such Investment was made;

(c) Investments arising in connection with the incurrence of Indebtedness permitted by Section 6.2(b), 6.2(c) and 6.2(d), to the extent constituting intercompany Indebtedness;

(d) loans and advances to employees, officers, directors, managers and consultants of Parent (or any direct or indirect parent company thereof to the extent relating to the business of Parent, the Borrower and the Subsidiaries), the Borrower or any Subsidiaries of the Borrower in the ordinary course of business (including, without limitation, for travel, entertainment and relocation expenses) in an aggregate principal amount not to exceed $100,000 at any one time outstanding;

(e) Investments (other than those relating to the incurrence of Indebtedness permitted by Section 6.8(c)) by any Loan Party in any Person that, prior to or concurrently with such Investment, is or becomes a Loan Party (including any such Investment consisting of the contribution by any Loan Party of Capital Stock held by such Loan Party in any other Person (including a Loan Party));

(f) Investments consisting of notes payable by franchisees to any Loan Party in an aggregate principal amount not to exceed $1,000,000 at any one time outstanding;

(g) Investments received in connection with the bankruptcy or reorganization of, insolvency or liquidation of, or settlement of claims against and delinquent accounts of and disputes with, franchisees, customers and suppliers, or as security for any such claims, accounts and disputes, or upon the foreclosure with respect to any secured Investment;

(h) advances of payroll payments to employees, officers, directors and managers of Parent, the Borrower and the Subsidiaries in the ordinary course of business;

(i) Investments by any Loan Party in Excluded Subsidiaries and joint ventures in an aggregate amount not to exceed $100,000 at any time outstanding;

(j) Investments by any Loan Party in any Person that is a Foreign Subsidiary in an aggregate amount not to exceed $250,000;

(k) [reserved];

(l) Investments consisting of promissory notes and other deferred payment obligations and noncash consideration delivered as the purchase consideration for a Disposition permitted by Section 6.5;

(m) Investments existing on the Closing Date and any modification, replacement, renewal, reinvestment or extension thereof (provided that the amount of the original Investment is not increased except by the terms of such original Investment or as otherwise permitted by this Section 6.8);

(n) any Loan Party may endorse negotiable instruments and other payment items for collection or deposit in the ordinary course of business or make lease, utility and other similar deposits in the ordinary course of business;

(o) Investments consisting of obligations under Hedge Agreements permitted by Section 6.2;

(p) Investments consisting of Restricted Payments permitted by Section 6.6 (other than Section 6.6(e));

(q) Investments of any Person that becomes (or is merged or consolidated or amalgamated with) a Subsidiary of the Borrower on or after the Closing Date on the date such Person becomes (or is merged or consolidated or amalgamated with) a Subsidiary of the Borrower; provided that (i) such Investments exist at the time such Person becomes (or is merged or consolidated or amalgamated with) a Subsidiary, and (ii) such Investments are not made in anticipation or contemplation of such Person becoming (or merging or consolidating or amalgamated with) a Subsidiary;

(r) Investments consisting of good faith deposits made in accordance with Section 6.3(s);

(s) deposits made in the ordinary course of business consistent with past practices to secure the performance of leases or in connection with bidding on government contracts;

(t) advances in connection with purchases of goods or services in the ordinary course of business;

(u) Guarantee Obligations permitted under Section 6.2 and, to the extent not constituting Indebtedness, other Guarantee Obligations entered into in the ordinary course of business;

(v) Investments consisting of Liens permitted under Section 6.3;

(w) Investments consisting of transactions permitted under Section 6.4;

(x) Investments in assets useful in the business of the Borrower and its Restricted Subsidiaries made by the Borrower or any of its Restricted Subsidiaries with the proceeds of any Reinvestment Deferred Amount; provided that if the underlying Recovery Event was with respect to a Loan Party, then such Investment shall be consummated by the Borrower or a Subsidiary Guarantor;

(y) Investments by any Loan Party in any Foreign Subsidiary of such Loan Party to the extent each such Investment is made using assets received by such Loan Party as a distribution from a Foreign Subsidiary of such Loan Party; and

(z) Investments in an aggregate amount not to exceed $250,000 at any time outstanding.

For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of all Returns on such Investment up to the original amount of such Investment.

6.9 Prepayments of Indebtedness. (a) Make any payment of principal or interest or otherwise on account of any Prepetition Obligations or payables under the Prepetition Loan Documents, other than (i) payments made in compliance in all material respects with the Budget (subject to Permitted Variances), (ii) the Revolver Termination, (iii) letter of credit reimbursement payments pursuant to the LC Cash Collateral Agreement in connection with draws under the Existing Letters of Credit, (iv) payments agreed to in writing by the Required Lenders and (v) payments authorized and approved by the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, including adequate protection payments set forth therein or (b) amend or modify the terms of the Prepetition Loan Documents (other than amendments or modifications not materially adverse to the Agent or the Lenders or their rights and remedies under the Loan Documents or which would not have any material and adverse impact on the Collateral) unless consented to in writing by the Administrative Agent.

6.10 Limitation on Modifications of Organizational Documents. Amend, modify or otherwise change (pursuant to a waiver or otherwise), any of the terms of any

Organizational Document, other than any such amendment, modification or other change which does not adversely affect the Lenders in any material respect.

6.11 Limitation on Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than any Loan Party, any Restricted Subsidiary or any Person that becomes a Restricted Subsidiary as a result of such transaction) unless such transaction is otherwise permitted under this Agreement and upon fair and reasonable terms no less favorable to the Borrower and its Subsidiaries than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing, the Borrower and its Subsidiaries may (a) [reserved], (b) enter into and consummate the transactions existing on the Closing Date and, to the extent exceeding $500,000 in amount, listed on Schedule 6.11, (c) make Restricted Payments permitted pursuant to Section 6.6 and repayments and prepayments of Indebtedness permitted pursuant to Section 6.9, (d) make Investments permitted by Section 6.8, (e) [reserved], (f) enter into employment and severance arrangements with officers, directors, managers and employees of the Parent, the Borrower and the Subsidiaries and, to the extent relating to services performed for Parent, the Borrower and the Subsidiaries, pay director, officer and employee compensation (including, without limitation, bonuses) and other benefits (including, without limitation, retirement, health, stock option and other benefit plans) and indemnification and expense reimbursement arrangements; provided that any purchase of Capital Stock of Parent (or any direct or indirect holding company of Parent) in connection with the foregoing shall be subject to Section 6.6, and (g) license on a non-exclusive basis Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States and Canada) (1) on an arm's length basis to permit the commercial exploitation of such Intellectual Property between or among Affiliates of the Borrower and (2) to parent companies of the Parent in connection with their ownership of the Parent.

6.12 Limitation on Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Loan Party of real or personal property which has been or is to be sold or transferred by such Loan Party to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Loan Party (a "Sale and Leaseback Transaction") unless (i) the sale of such property is made for cash consideration in an amount not less than the fair market value of such property, (ii) the Sale and Leaseback Transaction is permitted by Section 6.5 and is consummated within 180 days after the date on which such property is sold or transferred, (iii) any Liens arising in connection with its use of the property are permitted by Section 6.3(q), (iv) the Sale and Leaseback Transaction would be permitted under Section 6.2, assuming the Attributable Indebtedness with respect to the Sale and Leaseback Transaction constituted Indebtedness under Section 6.2.

6.13 [Reserved].

6.14 Limitation on Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Borrower or any of the

Guarantors to create, incur, assume or suffer to exist any Lien upon any of its Property or revenues, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any guarantor, its obligations under the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement, other than (a) this Agreement and the other Loan Documents, the Prepetition Loan Documents in effect on the Petition Date, the Prepetition ABL/FILO Amendment and Restatement, the LC Cash Collateral Agreement and the Existing Letters of Credit, and the Carve Out, (b) customary provisions in joint venture agreements and similar agreements that restrict transfer of or liens on assets of, or equity interests in, joint ventures, (c) non-exclusive licenses or sub-licenses by any Loan Party of Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted by any Loan Party in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States, Canada or Puerto Rico) (in which case any prohibition or limitation shall only be effective against the Intellectual Property subject thereto), (d) (x) prohibitions and limitations in effect on the Closing Date and (y) to the extent such prohibitions and limitations described in clause (x) are set forth in an agreement evidencing Indebtedness, prohibitions and limitations set forth in any agreement evidencing any permitted modification, replacement, renewal, extension or refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or refinancing does not expand the scope of such prohibitions and limitations, (e) customary provisions in leases, subleases, licenses and sub-licenses that restrict the transfer thereof or the transfer of the assets subject thereto by the lessee, sublessee, licensee or sub-licensee, (f) prohibitions and limitations arising by operation of law, (g) customary restrictions that arise in connection with any Disposition permitted by Section 6.5 applicable pending such Disposition solely to the assets subject to such Disposition, (h) negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.2 but solely to the extent any negative pledge relates to the property financed by or the subject of such Indebtedness and the proceeds and products thereof (other than Indebtedness constituting any unsecured Debt) as long as such pledges and restrictions do not restrict or impair the ability of the Parent, the Borrower and the Restricted Subsidiaries to comply with their obligations under the Loan Documents, (i) customary provisions contained in an agreement restricting assignment of such agreement entered into in the ordinary course of business and (j) customary restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

6.15 Limitation on Restrictions on Restricted Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay or subordinate any Indebtedness owed to, Parent, the Borrower or any other Restricted Subsidiary, (b) make Investments in the Borrower or any other Restricted Subsidiary or (c) transfer any of its assets to the Borrower or any other Restricted Subsidiary, except in each case for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions existing under the Prepetition Loan Documents in effect on the Petition Date, the Prepetition ABL/FILO Amendment and Restatement, the LC Cash Collateral Agreement and the Existing Letters of Credit, and the Carve Out, (iii) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iv)

customary net worth provisions contained in real property leases entered into by the Borrower or any of its Subsidiaries so long as such net worth provisions would not reasonably be expected to impair materially the ability of the Loan Parties to meet their ongoing obligations under this Agreement or any of the other Loan Documents, (v) any restriction with respect to Excluded Subsidiaries in connection with Indebtedness not prohibited hereunder, (vi) to the extent not otherwise permitted under this Section 6.15, agreements, restrictions and limitations described in clauses (a)-(j) of Section 6.14, (v) restrictions with respect to the transfer of any asset (or the interest in any Person) contained in an agreement that has been entered into in connection with the disposition of such asset (or interest in such Person) permitted hereunder and (vii) prohibitions and limitations arising by operation of law.

6.16 Limitation on Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related or ancillary thereto or reasonable extensions thereof.

6.17 [Reserved].

6.18 Canadian Pension Plans. Canadian Guarantor shall not, without the consent of the Administrative Agent, maintain, administer, contribute or have any liability in respect of any Canadian Defined Benefit Plan (governed by the province of Ontario) or acquire an interest in any Person if such Person sponsors, maintains, administers or contributes to, or has any liability in respect of any Canadian Defined Benefit Plan (governed by the province of Ontario).

6.19 Use of Proceeds. No portion of the proceeds of the New Money Loans, the Collateral, or the Carve Out may be used:

(a) for any purpose that is prohibited under the Bankruptcy Code or the Bankruptcy Court DIP Order;

(b) to finance in any way: any contested matter, adversary proceeding, suit, arbitration, application, motion or other litigation of any type adverse to the interests of any or all of the Administrative Agent, the Lenders, the Prepetition Agents or the Prepetition Lenders or their respective rights and remedies under the Loan Documents, the Bankruptcy Court DIP Order, the Canadian Court DIP Recognition Order or the Prepetition Loan Documents;

(c) for the payment of fees, expenses, interest or principal under the Prepetition Loan Documents (other than permitted adequate protection payments);

(d) unless the Exit Conversion occurs, to make any distribution under a plan of reorganization confirmed in the Chapter 11 Cases that does not provide for the indefeasible payment of the Loans in full and in cash on the effective date of such plan; and

(e) to make any payment in excess of $500,000 in the aggregate in settlement of any claim, action or proceeding before any court, arbitrator or other governmental body without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders;

provided that, notwithstanding the foregoing, advisors to the official unsecured creditors' committee, if one is appointed, may investigate the liens granted pursuant to, or any claims under or causes of action with respect to, the Prepetition Loan Documents at an aggregate expense for such investigation not to exceed $75,000, provided that no portion of such amount may be used to prosecute any claims.

Subject to the Restructuring Support Agreement, nothing herein shall in any way prejudice or prevent the Administrative Agent or the Lenders from objecting, for any reason, to any requests, motions, or applications made in the Bankruptcy Court, including any application of final allowances of compensation for services rendered or reimbursement of expenses incurred under Sections 105(a), 330 or 331 of the Bankruptcy Code, by any party in interest.

6.20 Chapter 11 Modifications. Except as permitted pursuant to the terms of this Agreement and the Bankruptcy Court DIP Order or otherwise consented to by the Required Lenders, make or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the Bankruptcy Court DIP Orders.

6.21 Operating Account. Create, incur, assume or suffer to exist any Lien upon the Operating Account other than (i) the first priority Lien created in favor of the Secured Parties under the Loan Documents and (ii) rights of setoff and Liens arising as a matter of law, including bankers' Liens and other similar Liens.

6.22 Right of Subrogation. Assert any right of subrogation or contribution against any other Loan Party until all amounts under this Facility are paid in full in cash and the Commitments are terminated or upon an Exit Conversion.

Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, any disbursements, Indebtedness, Liens, Investments or other transactions restricted by this Section 6 shall nevertheless be permitted hereunder to the extent set forth with specificity in the Budget.

SECTION 7. EVENTS OF DEFAULT

7.1 Events of Default. If any of the following events shall occur and be continuing:

(a) (i) The Borrower shall fail to pay any principal of any Loan when due in accordance with the terms hereof; or (ii) the Borrower shall fail to pay any interest on any Loan, or any Loan Party shall fail to pay any other amount payable hereunder or under any other Loan Document, within three Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or

(b) Any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement required to be furnished by it at any time under this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made or furnished (provided that, in each case such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified by materiality); or

(c) Any Loan Party shall default in the observance or performance of any agreement contained in clause (i) of Section 5.4(a) (with respect to Parent and the Borrower only), Section 5.7(a) or Section 6; or

(d) Any Loan Party shall default in the observance or performance of any covenant or other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of fifteen (15) Business Days following delivery of written notice thereof to the Borrower by the Administrative Agent; or

(e) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan (other than any "prohibited transaction" for which a statutory or administrative exemption is available) that results in liability of the Borrower or any Commonly Controlled Entity, (ii) any ERISA Event shall occur, or (iii) any other similar event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (iii) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to have a Material Adverse Effect; or

(f) One or more final judgments or decrees for the payment of money shall be entered against Parent, the Borrower or any of its Restricted Subsidiaries involving for Parent, the Borrower and its Restricted Subsidiaries taken as a whole a liability (not paid or fully covered by insurance as to which the relevant insurance company has not denied coverage in writing) of $2,000,000 or more, and all such judgments or decrees shall not have been satisfied, vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(g) The Interim DIP Order, Interim DIP Recognition Order, and the Final DIP Order or Final DIP Recognition Order, as applicable, together with the Loan Documents shall cease to create a valid and perfected Lien with such priority required by this Agreement; or

(h) The guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents), to be in full force and effect or any Loan Party shall so assert in writing (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents); or

(i) Any Change of Control shall occur; or

(j) The occurrence of a Canadian Pension Plan Termination Event, or any Lien arises (save for contribution amounts not yet due) in connection with any Canadian Pension Plan, that would reasonably be expected to have a Material Adverse Effect; or

(k) The proceeds of any Loan shall have been expended in a manner which is not in accordance in all material respects with the Budget (subject to Permitted Variances), absent the consent of the Required Lenders; or

(l) There occurs any Budget Event; or

(m) Any Loan Party shall file a motion in the Chapter 11 Cases without the express written consent of Required Lenders, to obtain additional financing from a party other than Lenders under Section 364(d) of the Bankruptcy Code that does not provide for the payment of the Obligations in full in cash upon the incurrence of such additional financing; or

(n) Any Loan Party shall file a motion seeking, or the Bankruptcy Court shall enter, an order (i) approving payment of any prepetition claim in excess of $500,000 in the aggregate other than (x) as provided for in the "first day" or "second day" orders, (y) as contemplated by the Budget (including Permitted Variances), or (z) otherwise as consented to by the Required Lenders in writing, (ii) granting relief from the automatic stay under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of $500,000 in the aggregate, or (iii) except with respect to the Prepetition Obligations as provided in the Bankruptcy Court DIP Orders, approving any settlement or other stipulation in excess of $500,000 in the aggregate not approved by the Required Lenders and not included in the Budget with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor; or

(o) An order is entered in any of the Chapter 11 Cases appointing, or any Loan Party, or any Restricted Subsidiary of a Loan Party shall file an application for an order seeking the appointment of, (i) a trustee under Section 1104, or (ii) an examiner with enlarged powers relating to the operation of the Loan Parties' business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; provided that, for the avoidance of doubt, the appointment of a fee examiner shall not constitute an Event of Default; or

(p) An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, in each case, which does not contain a provision for termination of the Commitment, and payment in full in cash of all Obligations (other than contingent Obligations not due and owing) of the Loan Parties hereunder and under the other Loan Documents upon entry thereof; or

(q) An order is entered by the Bankruptcy Court in any of the Chapter 11 Cases without the express prior written consent of the Required Lenders (i) to revoke, reverse, stay, modify, supplement or amend the Bankruptcy Court DIP Order in a manner that is inconsistent with this Agreement that is not otherwise consented to by the Required Lenders, (ii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Loan Parties equal or superior to the priority of the DIP Superpriority Claim, (iii) to grant or permit the grant of a Lien on the Collateral (other than Liens permitted under Section 6.3); or

(r) At any time after the Final DIP Order Entry Date, an application for any of the orders described in clauses 7.1(n), (o), (p), (q) and (s) shall be made by a Person other than the Loan Parties and such application is not contested by the Loan Parties in good faith or any Person obtains a final order under § 506(c) of the Bankruptcy Code against the Administrative Agent or obtains a final order adverse to the Administrative Agent or the Lenders or any of their respective rights and remedies under the Loan Documents or in the Collateral; or

(s) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of any Loan Party to file a Chapter 11 plan pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders; or

(t) At any time after the Final DIP Order Entry Date, (i) any Loan Party shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of the Secured Parties, or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) the Lien or security interest created by Security Documents or the Bankruptcy Court DIP Orders with respect to the Collateral shall, for any reason, cease to be valid or (iii) any action is commenced by the Loan Parties which contests the validity, perfection or enforceability of any of the Liens and security interests of the Secured Parties created by any of the Bankruptcy Court DIP Order, Canadian Court DIP Recognition Order, this Agreement, or any Security Document; or

(u) Any Loan Party shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or Canadian Court) any other Person's motion to, disallow in whole or in part the Lenders' claim in respect of the Obligations or contest any material provision of any Loan Document or any material provision of any Loan Document shall cease to be effective (other than in accordance with its terms); or

(v) (i) The Approved Plan of Reorganization or the Confirmation Order is withdrawn, amended, supplemented or otherwise modified in a manner that materially adversely affects the rights and duties of the Lenders and/or the Administrative Agent without the prior written consent of the Required Lenders, (ii) any plan of reorganization other than an Approved Plan of Reorganization is consummated without the Required Lenders' consent, (iii) any plan of reorganization is filed that does not provide for repayment in full in cash of the Facility without the Required Lenders' consent except to the extent otherwise provided in the Approved Plan of Reorganization or (iv) the Loan Parties publicly announce, or execute a definitive written agreement with respect, to an Alternative Transaction without the consent of the Required Lenders; or

(w) any Subsidiary of a Loan Party that is not subject to the Chapter 11 Cases becomes subject to an insolvency proceeding without the consent of the Required Lenders, other than GNC Holdings, Inc. in connection with the Recognition Proceeding; or

(x) The Bankruptcy Court denies entry of the Confirmation Order and such order remains in effect for seven (7) Business Days after entry of such order, provided, that if the Loan Parties subsequently obtain an order of the Bankruptcy Court approving a plan of reorganization and a subsequent recognition order of the Canadian Court recognizing such order, that are in form and substance substantially similar to the Approved Plan of Reorganization or otherwise approved by the Required Lenders, such Event of Default shall be deemed cured or not to have occurred; or

(y) The termination of the Restructuring Support Agreement in accordance with its terms due to the action or omission, as applicable, of the Loan Parties; or

(z) The failure to meet any of the Milestones by the applicable date for such Milestone set forth in the Bankruptcy Court DIP Order;

then, and in any such event, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent (and for the avoidance of doubt no other Person) shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable, subject to the Bankruptcy Court DIP Order and the Canadian Court DIP Order.

SECTION 8. THE AGENTS

8.1 Appointment. Each Lender hereby irrevocably designates, appoints and authorizes the Administrative Agent and the Collateral Agent as the agents of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent and the Collateral Agent, in such capacities, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent and the Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent and the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent and the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto and to enter into each Security Document, the Intercreditor Agreements and any other intercreditor or subordination agreements contemplated hereby on behalf of and for the benefit of the Lenders and the other Secured Parties and agrees to be bound by the terms thereof. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent and the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent or the Collateral Agent. Notwithstanding anything to the contrary herein or in any other Loan Document, the Collateral Agent is authorized to take direction from the Administrative Agent.

Without limiting the powers of the Collateral Agent, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Québec to secure the prompt payment and performance of any and all Obligations by any Loan Party, each of the Lenders hereby irrevocably appoints and authorizes the Collateral Agent and, to the extent necessary, ratifies the appointment and authorization of the Collateral Agent, to act as the hypothecary representative of the creditors as contemplated under Article 2692 of the Civil Code of Québec (in such capacity, the "Attorney"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any related deed of hypothec. The Attorney shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Attorney pursuant to any such

deed of hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Collateral Agent mutatis mutandis, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders and the Loan Parties. Any person who becomes a Lender shall, by its execution of an Assignment and Assumption Agreement, be deemed to have consented to and confirmed the Attorney as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Lender, all actions taken by the Attorney in such capacity. The substitution of the Collateral Agent pursuant to the provisions of this Section 8 also constitute the substitution of the Attorney.

8.2 Delegation of Duties. Each of the Administrative Agent and the Collateral Agent may execute any of its duties under this Agreement and the other Loan Documents by or through sub-agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No such Agent shall be responsible for the negligence or misconduct of any such sub-agents or attorneys-in-fact selected by it with reasonable care. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each such Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Facility as well as activities as such Agent. No such Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

8.3 Exculpatory Provisions. Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be:

(a) liable to any other Credit Party for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (i) with the consent or at the request of the Ad Hoc Group of Crossover Lenders, the Required Lenders (or such other number or percentage of the Lenders as shall be necessary) or (in the case of the Collateral Agent) the Administrative Agent, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 9.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given in writing to such Agent by the Borrower or a Lender;

(b) responsible in any manner to any other Credit Party for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any other Credit Party to ascertain or to inquire as to the observance or performance of any of the covenants or agreements

contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party. Neither the Administrative Agent nor the Collateral Agent shall be under any obligation to any other Credit Party to ascertain or to inquire as to the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, the value or the sufficiency of any Collateral, or the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent;

(c) subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(d) subject to any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or the Collateral Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents) or (in the case of the Collateral Agent) the Administrative Agent, provided that such Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(e) subject to a duty or responsibility to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent or any of their respective Affiliates in any capacity, except as expressly set forth herein and in the other Loan Documents;

(f) obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it;

(g) responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other Loan Document nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other Loan Document; or

(h) responsible or liable for any failure or delay in the performance of its obligations hereunder or under any other Loan Document arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

8.4 Reliance by the Agents. Each of the Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying and shall not incur any liability for relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile or email message, statement, order, telephonic or electronic notices or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Loan Parties), independent accountants and other experts selected by such Agent. Each of the Administrative Agent and the Collateral Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with such Agent. Each of the Administrative Agent and the Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all affected Lenders) or (in the case of the Collateral Agent) the Administrative Agent as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Each of the Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Ad Hoc Group of Crossover Lenders or the Required Lenders (or, if so specified by this Agreement, all affected Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans. In determining compliance with any condition hereunder to the making of a Loan or a Withdrawal that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan or Withdrawal. Each of the Administrative Agent and the Collateral Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

8.5 Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received notice from a Lender, Parent or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent or the Collateral Agent receives such a notice, such Agent shall give notice thereof to the Lenders and the other such Agent. Each of the Administrative Agent and the Collateral Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all affected Lenders) or (in the case of the Collateral Agent) the Administrative Agent; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

8.6 Non-Reliance on Agents and Other Lenders. Each Lender expressly acknowledges that none of the Agents nor any of their respective officers, directors, employees,

agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of such Agent or any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

8.7 Indemnification. The Lenders agree to indemnify each Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Loan Parties and without limiting any obligation of the Loan Parties to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

8.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from, own securities of, act as the financial advisor of or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as though such Agent were not an Agent and without any duty to account therefor to the Lenders or provide notice to or consent of the Lenders with

respect thereto. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

8.9 Successor Administrative Agent. Either of the Agents may resign as Agent upon 10 days' notice to the Lenders and the Borrower. If either Agent shall resign , then the Borrower and the Required Lenders (or, if an Event of Default has occurred and is continuing under Section 7.1(a), the Required Lenders) shall appoint a successor agent for the Lenders, which shall be a financial institution with an office in the United States, or an Affiliate of any such financial institution with an office in the United States, whereupon such successor agent shall succeed to the rights, powers and duties of such Agent, and the term "Administrative Agent" or "Collateral Agent", as applicable, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Administrative Agent or Collateral Agent, as applicable, shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has been appointed as Administrative Agent or Collateral Agent, as applicable, by the date that is 10 days following a retiring Agent's notice of resignation (or such earlier date as shall be agreed by the Borrower and the Required Lenders) (the "Resignation Effective Date"), the retiring Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of such Agent hereunder until such time, if any, as the Borrower and Required Lenders (or, if an Event of Default has occurred and is continuing under Section 7.1(a), the Required Lenders as set forth above) shall appoint a successor agent as provided for above; provided that in no event shall any successor Agent be a Defaulting Lender or a Disqualified Institution. After any retiring Agent's resignation as Administrative Agent, the provisions of this Section 8 and of Section 9.3 shall continue to inure to its benefit.

8.10 Effect of Resignation or Removal. With effect from the Resignation Effective Date (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (ii) except for any indemnity payments or other amounts then owed to the retiring Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Borrower (or, if an Event of Default has occurred and is continuing under Section 7.1(a), the Required Lenders as set forth above) shall appoint a successor agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent (other than any rights to indemnity payments or other amounts owed to the retiring Agent as of the Resignation Effective Date), and the retiring Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation hereunder and under the other Loan Documents, the

provisions of this Section 8 and Section 9.3 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring Agent was acting as Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity (other than in its capacity as a Lender) hereunder or under the other Loan Documents, including, without limitation, (A) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Secured Parties and (B) in respect of any actions taken in connection with transferring the agency to any successor Agent.

8.11 Collateral and Guarantee Matters. The Administrative Agent and the Collateral Agent agree:

(a) to take such action and execute such documents as may be reasonably requested by the Loan Parties pursuant to Section 9.14 to release any Lien on any property granted to or held by the Collateral Agent on behalf of the Secured Parties under any Loan Document (i) upon the payment in full of the Obligations (other than Obligations in respect of contingent reimbursement and indemnification obligations) and termination of all Commitments, (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document, (iii) that is or becomes an Excluded Asset or (iv) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.2;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent on behalf of the Secured Parties under any Loan Document as set forth in the applicable Intercreditor Agreement; and

(c) to take such action and execute such documents as may be reasonably requested by any of the Loan Parties pursuant to Section 9.14 to release any Guarantor from its Guarantee Obligations and other obligations under the Loan Documents, and to release any Liens granted by it under the Loan Documents, if such Person ceases to be a Subsidiary or is or becomes an Excluded Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent or the Collateral Agent at any time, the Ad Hoc Group of Crossover Lenders or the Required Lenders will confirm in writing the Administrative Agent's and the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantee Obligations or Liens pursuant to this Section 8.11. In each case as specified in this Section 8.11, the Administrative Agent and the Collateral Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement and to release the Liens granted by such Guarantor under the Loan Documents, in each case in accordance with the terms of this Section 8.11.

Neither the Administrative Agent nor the Collateral Agent shall be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent or the Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral, any security interests of the Administrative Agent or the Collateral Agent therein or any filings, registrations, or recordings made with respect thereto. Neither the Collateral Agent nor the Administrative Agent shall have any obligation whatsoever to any Lender or any other person to investigate, confirm or assure that the Collateral exists or is owned by any Loan Party or is insured or has been encumbered, or that the liens and security interests granted to the Collateral Agent pursuant hereto or any of the Loan Documents or otherwise have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority.

8.12 Appointment of Borrower. Each of the Loan Parties hereby appoints the Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Borrower may execute such documents and provide such authorizations on behalf of such Loan Parties as the Borrower deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent or a Lender to the Borrower shall be deemed delivered to each Loan Party and (c) the Administrative Agent, or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Borrower on behalf of each of the Loan Parties.

8.13 Administrative Agent or Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, including during the pendency of the Chapter 11 Cases, each of the Administrative Agent and Collateral Agent (irrespective of whether the principal of any Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent or Collateral Agent shall have made any demand on the Loan Parties) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, Administrative Agent and Collateral Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of Lenders, Administrative Agent, Collateral Agent and their respective agents and counsel and all other amounts due Lenders, Administrative Agent and Collateral Agent hereunder) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

(c) and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to pay

to Administrative Agent or Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent, Collateral Agent and their respective agents and counsel, and any other amounts due Administrative Agent or Collateral Agent hereunder. To the extent that the payment of any such compensation, expenses, disbursements and advances of Administrative Agent, Collateral Agent and their respective agents and counsel, and any other amounts due Administrative Agent or Collateral Agent under this Agreement out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Lenders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise.

8.14 Agent Duties. If any of the rights, responsibilities or duties of the Agents conflict with such Agents' rights, responsibilities or duties under the Prepetition Term Loan Agreement, this Agreement shall supersede the Prepetition Term Loan Agreement.

SECTION 9. MISCELLANEOUS

9.1 Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent electronically or by facsimile, as follows:

(i) if to Parent or the Borrower, to it at:

General Nutrition Centers, Inc.
300 Sixth Avenue
Pittsburgh, PA 15222
Attention: Tricia Tolivar
Telephone: (412) 288-2029
Email: Tricia-Tolivar@gnc-hq.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attention: Michèle Penzer
Telephone: (212) 906-1245
Email: michele.penzer@lw.com

and

Latham & Watkins LLP
330 North Wabash, Suite 2800
Chicago, IL 60611

Attention: Rick Levy and Caroline Reckler
Telephone: (312) 876-7692 (Rick Levy); (312) 876-7663 (Caroline Reckler)
Email: Richard.Levy @lw.com; Caroline.Reckler@lw.com

(ii) if to the Administrative Agent:

GLAS Trust Company LLC
3 Second Street, 10th Floor
Jersey City, New Jersey 07311
Attention: Administrator for GNC
Facsimile: 212-202-6246
Email: clientservices.Americas@glas.agency

if to the Collateral Agent:

GLAS Trust Company LLC
230 Park Avenue, 10th Floor
New York, New York 10169
Attention: Administrator for GNC
Facsimile: 212-202-6246
Email: clientservices.Americas@glas.agency

with a copy to:

Dorsey & Whitney LLP
51 West 52nd Street
New York, New York 10019
Attn: Sam Kohn and Erin Trigg
Telephone: (212) 415-9205 (Sam Kohn); (212) 415-9392 (Erin Trigg)
Email: kohn.sam@dorsey.com; trigg.erin@dorsey.com

if to any other Lender, to it at its address (or facsimile number or email address) set forth in its Administrative Questionnaire.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent, the Collateral Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other

communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, other than for direct or actual damages to the extent resulting from the gross negligence, bad faith or willful misconduct of such party or its Related Parties as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(e) The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, telephonic or electronic notices) purportedly given by or on behalf of any Loan Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of a Loan Party in accordance with Section 9.3. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

9.2 Waivers; Amendments. (a) No failure or delay by the Administrative Agent, the Collateral Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by Parent or the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent or any Lender may have had notice or knowledge of such Default at the time.

(a) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.1, Section 4.2 or the waiver of any Default, mandatory prepayment or mandatory reduction of Commitments shall not constitute an increase of any Commitment of any Lender), (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders)), (iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.1 or Section 4.2 or the waiver of any Default, mandatory prepayment or mandatory reduction of Commitments shall not constitute a postponement of the scheduled date of expiration of any Commitment of any Lender), (iv) change Section 2.21(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly and adversely affected thereby, or (v) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or grant any consent hereunder, or release all or substantially all of the Collateral or release Guarantors from their guarantee obligations under the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement representing all or substantially all of the value of such guarantees, taken as a whole, in each case, without the written consent of each Lender directly and adversely affected thereby; provided further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent hereunder in a manner adverse to such Agent without the prior written consent of such Agent.

(b) Notwithstanding anything to the contrary contained in this Section 9.2, the Administrative Agent and the Borrower, in their sole discretion, may amend, modify or supplement any provision of this Agreement or any other Loan Document to (i) amend, modify or supplement such provision or cure any ambiguity, omission, mistake, error, defect or inconsistency, so long as such amendment, modification or supplement does not directly and adversely affect the rights or obligations of any Lender, (ii) to permit additional affiliates of the Borrower to guarantee the Obligations and/or provide Collateral therefor and (iii) to add covenants and other terms for the benefit of the Lenders as provided herein. Such amendments shall become effective without any further action or consent of any other party to any Loan Document.

(c) Notwithstanding anything to the contrary contained in this Section 9.2 or any other Loan Document, guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended

and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (i) to comply with local Requirements of Law or advice of local counsel, (ii) to cure ambiguities or defects or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement or any other Loan Documents.

9.3 Expenses; Indemnity; Damage Waiver. (a)The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Agent and its Affiliates, including the reasonable and documented out-of-pocket fees, charges and disbursements of legal counsel for the Administrative Agent and the other Agents, the Ad Hoc Group Advisors in connection with the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the Collateral Agent, or all Lenders collectively, including the reasonable and documented out-of-pocket fees, charges and disbursements of legal counsel, the Ad Hoc Group Advisors, the Administrative Agent and the Collateral Agent, or all Lenders collectively, in connection with the enforcement or protection of its rights in connection with this Agreement, including its rights under this Section, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; provided that the Borrower's obligations under this Section 9.3(a) for fees and expenses of legal counsel shall be limited to fees and expenses of (x) one outside legal counsel for all Indemnitees described in clauses (i) and (ii) above, taken as a whole (plus one separate outside legal counsel for each of the Collateral Agent and the Administrative Agent), (y) in the case of any conflict of interest, one outside legal counsel for such affected Indemnitee or group of Indemnitees and (z) if necessary, one local or foreign legal counsel in each relevant jurisdiction.

(a) The Borrower shall indemnify the Ad Hoc Committee, the Administrative Agent, each other Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out-of-pocket expenses (including the reasonable and documented out- of-pocket fees, charges and disbursements of (i) one outside legal counsel to each of the Administrative Agent and the Collateral Agent and one outside legal counsel to the other Indemnitees taken as a whole, (ii) in the case of any conflict of interest, one outside legal counsel for the affected Lender or group of Lenders and (iii) if necessary, one local or foreign legal counsel in each relevant jurisdiction), which may at any time be imposed on, incurred by or asserted or awarded against any such Indemnitee arising out of, in connection with, or as a result of (w) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or any other transactions contemplated hereby, (x) any Loan or the use of the proceeds therefrom, (y) any actual or alleged presence or release of Hazardous Materials at, on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability of the Borrower or any of its Subsidiaries, or (z) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims,

damages, liabilities or related expenses (1) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or (except with respect to the Agents) material breach of its obligations under the Loan Documents or willful misconduct of such Indemnitee or its Primary Related Parties, (2) arise out of any claim, litigation, investigation or proceeding that does not involve an act or omission by the Borrower or any of its Affiliates and that is brought by an Indemnitee against any other Indemnitee (provided that in the event of such a claim, litigation, investigation or proceeding involving a claim or proceeding brought by or against the Administrative Agent (in its capacity as such) or the Collateral Agent (in its capacity as such) by other Indemnitees, the Administrative Agent (in its capacity as such) or the Collateral Agent (in its capacity as such) shall be entitled (subject to the other limitations and exceptions set forth above) to the benefit of the indemnities set forth above) or (3) are in respect of indemnification payments made pursuant to Section 8.7, to the extent the Borrower would not have been or was not required to make such indemnification payments directly pursuant to the provisions of this Section 9.3(b). This Section 9.3 shall not apply to Taxes, except any Taxes that represent losses, claims, damages or liabilities arising from a non-Tax claim. As used herein, the "Primary Related Parties" of an Indemnitee are its Affiliates with direct involvement in the negotiation of the Facilities under this Agreement and such Indemnitee's and Affiliates' respective directors, officers and employees.

(b) To the extent permitted by applicable law, none of Parent, the Borrower nor any Indemnitee shall assert, and Parent, the Borrower and each Indemnitee hereby waives, any claim against Parent, the Borrower or any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any agreement or instrument contemplated hereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and, to the extent permitted by applicable law, Parent and Borrower and each Indemnitee hereby waive, release and agree not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor; provided that nothing contained in this paragraph shall limit the obligations of the Borrower under Section 9.3(b) in respect of any such damages claimed against the Indemnitees by Persons other than Indemnitees.

(c) All amounts due under this Section shall be payable not later than thirty days after written demand therefor.

9.4 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) subject to Section 6.4, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related

Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(a) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund or, if an Event of Default has occurred and is continuing under Section 7.1(a), any other Eligible Assignee; and provided, further, that the Borrower shall be deemed to have consented to any such assignment unless the Borrower shall have objected thereto by written notice to the Administrative Agent not later than the fifth Business Day following the date the Borrower acknowledges its receipt of notice of the proposed assignment; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to a Lender, an Affiliate of a Lender, or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 (and shall be in integral multiples of $1,000,000 in excess thereof) unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default under Section 7.1(a) has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with (unless waived by the Administrative Agent in its sole discretion, or unless such assignment is to an Affiliate or an Approved Fund of such assignor) a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their related parties or their respective securities) will be made available and who may receive such

information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(E) no such assignment shall be made to a natural person; and

(F) such assignment does not violate Section 9.4(e).

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.4 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.4(c).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount and stated interest of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower, and, if an Event of Default has occurred and is continuing, any Lender (but only with respect to the entries related to such Lender), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section (unless waived by the Administrative Agent in its sole discretion) and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.8(b), 2.21(d) or 8.7, the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No

assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) On or after the Final DIP Order Entry Date, the New Money Loans on the one hand, and the Roll-up Loans, on the other hand, may be assigned or transferred separately and such Loans are not "stapled to" each other. Prior to the Final DIP Order Entry Date, the right to receive Roll-up Loans is on account of such Lender's New Money Loans and New Money Loan Commitment.

(b) (i) Subject to compliance with Section 9.4(e), any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(b) that (1) requires the consent of each Lender or each directly and adversely affected Lender and (2) directly and adversely affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.8 as though it were a Lender, provided such Participant agrees to be subject to Section 2.21(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Loans, or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Loan or other obligation is in registered form under Section 5f.103-1(c) and Proposed Section 1.163-5(b) (and any amended or successor version) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. The portion of the Participant Register relating to any Participant requesting payment from the Borrower under the Loan Documents shall be made available to the Borrower upon request.

(i) A Participant shall not be entitled to receive any greater payment under Section 2.18, 2.19 or 2.20 than the applicable Lender would have been entitled to

receive with respect to the participation sold to such Participant, unless (A) the Borrower is notified of the participation sold to such Participant and the sale of the participation to such Participant is made with the Borrower's prior written consent or (B) such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.20 unless such Participant agrees, for the benefit of the Borrower, to comply (and actually complies) with Section 2.20(e) as though it were a Lender.

(ii) No participation may be sold to an Affiliated Lender.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(d) (i) No assignment or participation shall be made to any Person that is a Disqualified Institution to the extent the list thereof has been provided to any Lender requesting the same as of the date (the "Trade Date") on which such Lender entered into a binding agreement to sell and assign or participate all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any Assignee that becomes a Disqualified Institution after the applicable Trade Date, (x) such Assignee shall not retroactively be disqualified from becoming a Lender and (y) the execution by the Borrower of an Assignment and Acceptance with respect to such Assignee will not by itself result in such Assignee no longer being considered a Disqualified Institution. Any assignment in violation of this paragraph (e) shall not be void, but the other provisions of this paragraph (e) shall apply.

(ii) If any assignment or participation is made to any Disqualified Institution without the Borrower's prior written consent in violation of clause (e)(i) above, or if any Person becomes a Disqualified Institution after the applicable Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) purchase or prepay the outstanding Term Loans of such Disqualified Institution by paying the lower of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such Term Loans or (B) require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.4), all of its interest, rights and obligations under this Agreement to one or more Assignees at the lower of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations.

(iii) Notwithstanding anything to the contrary contained in this Agreement, (A) Disqualified Institutions will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrower, any other Loan Party, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization, each Disqualified Institution party hereto hereby agrees (1) not to vote on such plan of reorganization, (2) if such Disqualified Institution does vote on such plan of reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such plan of reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(iv) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to provide the list of Disqualified Institutions to each Lender requesting the same and to post such list to the Platform. Each Lender shall have the right, and the Borrower hereby authorizes each Lender, to provide the list of Disqualified Institutions to any of such Lender's actual or prospective transferees (including any actual or prospective assignee or participant).

(v) The Administrative Agent, in its capacity as such, shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions;

provided that without limiting the generality of the foregoing, the Administrative Agent, in its capacity as such, shall not (a) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Institution or (b) have any liability with respect to or arising out of any assignment or participation of loans, or disclosure of confidential information in connection therewith, to any Disqualified Institution; it being agreed that the foregoing shall not relieve the Administrative Agent, to the extent constituting a Lender, from its obligations in respect of Disqualified Institutions in connection with assignments and participations, and disclosure of confidential information in connection therewith, by it.

9.5 Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with

or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement (excluding Obligations in respect of contingent reimbursement and indemnification obligations that are not then due and payable at the time all other Obligations hereunder are discharged) is outstanding and unpaid. The provisions of Sections 2.18, 2.19, 2.20 and 9.3 and Section 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans or the termination of this Agreement or any provision hereof.

9.6 Counterparts; Integration. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

9.7 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.8 Right of Setoff. Subject to the terms of the Bankruptcy Court DIP Order, the Canadian Court DIP Recognition Order and the Carve Out, if an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time with the prior written consent of the Administrative Agent, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (excluding payroll, tax withholding and trust accounts maintained in the ordinary course of business) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have but subject to the terms of the Bankruptcy Court DIP Order, the Canadian Court DIP Recognition Order and the Carve Out. Each Lender shall notify the Administrative Agent and the Borrower promptly after any such setoff.

9.9 Governing Law; Jurisdiction; Consent to Service of Process. (a) EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(a) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT IN THE BANKRUPTCY COURT, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE BANKRUPTCY COURT. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF THE BANKRUPTCY COURT AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH HEREIN. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT AND THE LENDERS TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN SUCH COURT AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER

LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.12 Confidentiality. (a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority claiming jurisdiction over it, (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that the applicable Agent or such Lender, as applicable, shall notify the Borrower as soon as practicable in the event of any such disclosure by such Person (other than at the request of a regulatory authority claiming jurisdiction over it) unless such notification is prohibited by applicable law, rule or regulation), (iv) to any other party to this Agreement, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (vi) to any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Loans or any participations therein or by any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations (provided, such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 9.12 or other provisions at least as restrictive as this Section 9.12), (vii) with the prior written consent of the Borrower or (viii) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Section 9.12 or (B) becomes available other than as a result of a breach of this Section 9.12 to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower or any of its Affiliates. For the purposes of this Section, "Information" means all information received from Parent, the Borrower or any of their Affiliates relating to Parent or the Borrower or any of its Subsidiaries or businesses, other than any such information that is available other than as a result of a breach of this Section 9.12 to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information which shall in no event be less than commercially reasonable care. To the extent the list of Disqualified Institutions has been

provided to any Lender requesting the same, Information shall not be disclosed to a Disqualified Institution that constitutes a Disqualified Institution at the time of such disclosure without the Borrower's prior written consent.

(a) **EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.**

(b) **ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS AND WARRANTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.**

9.13 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") and the Administrative Agent and the Collateral Agent (in each case for themselves and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Act, it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or such Agent, as applicable, to identify the Borrower in accordance with the Act.

9.14 Release of Liens and Guarantees. (a) In the event that any Loan Party conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of any of the Capital Stock or assets of any Loan Party to a Person that is not (and is not required hereunder to become) a Loan Party in a transaction permitted under this Agreement, the Liens created by the Loan Documents in respect of such Capital Stock or assets shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of Liens created by any Loan Document in respect of such Capital Stock or assets, and, in the case of a transaction permitted under this Agreement the result of which is that a Loan Party would cease to be a Subsidiary or would become an Excluded Subsidiary, the Guarantee Obligations created

by the Loan Documents in respect of such Loan Party (and all security interests granted by such Guarantor under the Loan Documents) shall automatically terminate and be released without the requirement for any further action by any Person, and the Administrative Agent and the Collateral Agent shall promptly (and the Lenders hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of such security interests and such Loan Party's Guarantee Obligations in respect of the Obligations (including, without limitation, its Guarantee Obligations under the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement). Any representation, warranty or covenant contained in any Loan Document relating to any such Capital Stock, asset or subsidiary of any Loan Party shall no longer be deemed to be made with respect thereto once such Capital Stock or asset or Subsidiary is so conveyed, sold, leased, assigned, transferred or disposed of.

(a) Upon the payment in full of the Obligations (excluding contingent reimbursement and indemnification obligations that are not then due and payable), all Liens created by the Loan Documents shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of Liens created by the Loan Documents, and the Guarantee Obligations created by the Loan Documents in respect of the Guarantors shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of the Guarantors' Guarantee Obligations in respect of the Obligations (including, without limitation, the Guarantee Obligations under the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement).

9.15 Enforcement Matters. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against Parent, the Borrower, any of its Restricted Subsidiaries or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 7.1 for the benefit of the Required Lenders; provided that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the Collateral Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Collateral Agent) hereunder and under the other Loan Documents (c) any Lender from exercising setoff rights in accordance with Section 9.8 (subject to the terms of Section 2.21(c)), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then the Required Lenders (and no other

Person) shall have the rights otherwise ascribed to the Administrative Agent at the instruction of the Required Lenders pursuant to Section 7.1.

9.16 No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lender Parties") may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender Parties, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender Parties have assumed any advisory, agent (other than to the extent set forth in Section 9.4(b)(iv)) or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender Parties have advised, are currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents, (y) the Administrative Agent, the Collateral Agent, their respective Affiliates and the Lenders may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent, the Collateral Agent, any of their respective Affiliates nor any Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates and (z) the Lender Parties are acting solely as principals and not as the agents or fiduciaries of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate, that it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that the Lender Parties have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto. To the fullest extent permitted by law, each of the Borrower and each other Loan Party hereby waives and releases any claims that it may have against the Administrative Agent, the Collateral Agent, any of their respective Affiliates or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

9.17 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any

payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

9.18 Canadian Anti-Money Laundering Legislation. (a) Each Loan Party acknowledges that, pursuant to Canadian Anti-Money Laundering Legislation and other applicable anti-money laundering, anti- terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Lenders may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Loan Parties, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender or any Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(a) If the Administrative Agent has ascertained the identity of any Loan Party or any authorized signatories of the Loan Parties for the purposes of applicable AML Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that neither the Administrative Agent nor any other Agent has any obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

9.19 Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the "Original Currency") into another currency (the "Second Currency"), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase, in the New York foreign exchange market, the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given. The Borrower agrees that its obligation in respect of any Original Currency due from it hereunder shall, notwithstanding any judgment or payment in such other currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if

the amount of the Original Currency so purchased or could have been so purchased is less than the amount originally due in the Original Currency, the Borrower agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss; and if the amount of the Original Currency so purchased or could have been so purchased is greater than the amount originally due in the Original Currency, the Administrative Agent agrees to remit such excess amount to the Borrower. The term "rate of exchange" in this Section 9.19 means the spot rate at which the Administrative Agent, in accordance with normal practices, is able on the relevant date to purchase the Original Currency with the Second Currency, and includes any premium and costs of exchange payable in connection with such purchase.

9.20 Electronic Execution. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided further, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

9.21 Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including (without limitation), if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such

shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

9.22 Conflicts. If any provision in this Agreement or any other Loan Document expressly conflicts with any provision in the Interim DIP Order or Final DIP Order, the provisions in the Bankruptcy Court DIP Order shall govern and control.

9.23 Operating Account. The parties hereto acknowledge and agree that the Operating Account does not constitute (a) ABL Priority Collateral or (b) collateral for the Prepetition ABL Agreement or the Prepetition ABL/FILO Amendment and Restatement.

SECTION 10. SECURITY AND PRIORITY

10.1 Collateral; Grant of Lien and Security Interest.

(a) Pursuant to, and otherwise subject to the terms of, the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order and in accordance with the terms thereof and subject to the Carve Out, as security for the full and timely payment and performance of all of the Obligations, the Loan Parties hereby pledge and grant to the Collateral Agent (for the benefit of the Secured Parties), a security interest in and to, and a Lien on, all of the Collateral.

(b) Notwithstanding anything herein to the contrary (i) all proceeds received by the Collateral Agent and the Lenders from the Collateral subject to the Liens granted in this Section 10.1 and in each other Loan Document and by the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order shall be subject in all respects to the Carve Out and (ii) no Person entitled to amounts in respect of the Carve Out shall be entitled to sell or otherwise dispose, or seek or object to the sale or other disposition, of any Collateral.

10.2 Priority and Liens Applicable to Loan Parties.

(a) Upon entry of the Interim DIP Order or Final DIP Order and subject to the terms thereof, as the case may be, the Obligations, Liens and security interests in favor of the Secured Parties shall, subject in all respects to the Carve Out, at all times, pursuant to the Bankruptcy Code, be secured by a perfected Lien on and security interest in all of the Collateral of the Loan Parties.

(b) The relative priorities of the Liens with respect to the Collateral shall be as set forth in the Interim DIP Order (and, when entered, the Final DIP Order) and each party hereto consents to such relative priorities of the Liens.

(c) Each Loan Party hereby confirms and acknowledges that, pursuant to the Interim DIP Order (and, when entered, the Final DIP Order), the Liens in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties in all of the Collateral shall be created and perfected, to the maximum extent permitted by law, without the execution or the

recordation or filing in any land records or filing offices of, any mortgage, assignment, security agreements, mortgages, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim DIP Order (and, when entered, the Final DIP Order).

10.3 Grants, Rights and Remedies. The Liens and security interests granted pursuant to Section 10.1 hereof and the administrative claim priority and lien priority granted pursuant to Section 10.2 hereof may be independently granted in the Loan Documents. This Agreement, the Bankruptcy Court DIP Order and such other Loan Documents supplement each other, and the grants, priorities, rights and remedies of the Agents and the Lenders hereunder and thereunder are cumulative; provided that to the extent of conflict the Bankruptcy Court DIP Order controls.

10.4 No Filings Required. The Liens and security interests referred to herein shall be deemed valid and perfected by entry of the Interim DIP Order or the Final DIP Order, as the case may be, and entry of the Interim DIP Order shall have occurred on or before the date of the initial Borrowing hereunder. The Collateral Agent shall not be required to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office, take possession or control of any Collateral, or take any other action in order to validate or perfect the Lien and security interest granted by or pursuant to this Agreement, the Interim DIP Order or the Final DIP Order, as the case may be, or any other Loan Document.

10.5 Survival. Except as set forth in the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, the Liens, lien priority, administrative priorities and other rights and remedies granted to the Collateral Agent and the Lenders pursuant to this Agreement, the Bankruptcy Court DIP Orders, and the Canadian Court DIP Recognition Order and the other Loan Documents (specifically including, but not limited to, the existence, perfection and priority of the Liens and security interests provided herein and therein, and the administrative priority provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Borrower (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by any dismissal or conversion of any of the Chapter 11 Cases, or by any other act or omission whatsoever.

10.6 Amendment of Prepetition Term Loan Agreement and Agreement Regarding Method of Issuance of Roll Up Loans. The parties hereto, acting in their capacities as Parent under the Prepetition Term Loan Agreement, Borrower under the Prepetition Term Loan Agreement, Prepetition Term Loan Lenders, Prepetition Term Loan Agent and Prepetition Collateral Agent hereby amend the definition of "Eligible Assignee" in the Prepetition Term Loan Agreement by adding the following at the end thereof: Eligible Assignee shall also include any Loan Party that is a Wholly Owned Subsidiary and a Domestic Subsidiary and a disregarded entity for tax purposes. Roll-up Loans shall be initially issued to such Loan Party in escrow, which will thereupon assign such Roll-up Loan to the corresponding Roll-up Lender in consideration of assignment by such Roll-up Lender to such Loan Party of an equal amount of Prepetition Term Loans. All Prepetition Term Loans so assigned to such Loan Party shall be automatically extinguished upon completion of the assignment and assumption transactions described in this Section 10.6.

(*signature pages follow*)

[Filed Version]

Annex B

EXIT TERM LOAN FACILITY TERM SHEET

Set forth below is a summary of the principal terms and conditions for the Exit Term Loan Facility (as defined below). Unless otherwise noted below, capitalized terms used but not defined in this Annex B shall have the meanings set forth in the Restructuring Support Agreement or the DIP Credit Agreement, to which this Annex B is attached as Exhibit I thereto.

Summary of Principal Terms and Conditions

Borrower:	Either (i) a new entity formed at the direction of the Required Consenting Term Lenders (as defined in the Restructuring Support Agreement) or (ii) reorganized General Nutrition Centers, Inc., a Delaware corporation, formerly a debtor and debtor-in-possession in the Chapter 11 Cases (the "***Company***" or the "***Borrower***").
Guarantors:	Either (i) new entities formed at the direction of the Required Consenting Term Lenders (as defined in the Restructuring Support Agreement) or (ii) each of the entities listed on Exhibit A-1 hereof (collectively, the "***Guarantors***" and, together with the Borrower, the "***Loan Parties***"). All obligations of the Borrower under the Exit Term Loan Facility (as defined below) will be unconditionally guaranteed on a joint and several basis by the Guarantors. [In addition, [TaxFilerCo] shall provide a limited guarantee and security agreement pledging Tax Refunds (as defined below) to the Agent for the benefit of the Secured Parties or, alternatively, shall enter into an exit tax sharing agreement]. For the avoidance of doubt, each of the affiliates of the Borrower listed on Exhibit A-2 hereof will not be a Guarantor.
Exit Term Loan Facility:	A secured term loan credit facility (the "***Exit Term Loan Facility***" and the lenders thereunder, the "***Exit Lenders***"), comprised of: (i) $100 million of term loans, consisting of New Money Loans (as defined in the DIP Credit Agreement) (the "***DIP Loans***") converted on a dollar-for-dollar basis on the Exit Date (as defined below) into "first-lien first out loans" under the Exit Term Loan Facility (the "***First-Lien First Out Loans***", and the lenders thereof, the "***First-Lien First Out Lenders***"); and (ii) $150 million of term loans, comprised of (x) $100 million of Roll-up Loans (as defined in the DIP Credit Agreement) converted on a dollar-for-dollar basis on the Exit Date into "first-lien second out term loans" under the Exit Term Loan Facility and (y) $50 million of other Prepetition Term Loans (as defined in the DIP Credit Agreement) of the Prepetition Term Loan Lenders (as defined in the DIP Credit Agreement), which will be converted into such first-lien second-out term loans on the Exit Date (the loans described in clauses (x) and (y), the "***First-Lien Second Out Loans***", and the lenders thereof the "***First-Lien Second Out Lenders***"). The "***Plan***" means the Chapter 11 Plan of Reorganization and the related disclosure statement of the Debtors to be filed with the Bankruptcy Court, in form and substance reasonably satisfactory to the Required Lenders (as

	defined in the DIP Credit Agreement). The reorganization contemplated by the Plan is referred to herein as the "***Reorganization***."
Making and Allocation of Loans, Conversion of Claims and Use of Proceeds:	On the Exit Date, (a) the DIP Loans will be converted dollar-for-dollar into First-Lien First Out Loans, (b) the Roll-up Loans will be converted dollar-for-dollar into First-Lien Second Out Loans, (c) $50 million of First-Lien Second Out Loans will be allocated to Prepetition Term Loan Lenders on a ratable basis in accordance with their aggregate holdings of Prepetition Term Loans on the Exit Date and (d) all claims in respect of Prepetition Term Loans, DIP Loans and Roll-up Loans will be deemed cancelled and fully satisfied in accordance with and for the consideration set forth in the Plan and Confirmation Order.
Exit Date:	The date (the "***Exit Date***") on which the First-Lien First Out Loans and the First-Lien Second Out Loans are issued under the Exit Term Loan Facility and all Closing Conditions (as defined below) have been satisfied or waived by lenders holding more than 50% of the loans under the Exit Term Loan Facility (the "***Required Exit Lenders***").
Maturity:	With respect to the First-Lien First Out Loans, the date that is 4 years after the Exit Date. With respect to the First-Lien Second Out Loans, the date that is 4.25 years after the Exit Date.
Collateral:	The Exit Term Loan Facility will be secured by a perfected lien on, with the priority described below under the caption "Priority," substantially all of the Loan Parties' tangible and intangible assets (collectively, the "***Collateral***"), including owned and ground leased real property, tax refunds, the equity interests of the Guarantors and other majority owned subsidiaries (subject to customary exclusions), all deposit and security accounts (which shall be subject to control agreements to the extent set forth in the Pre-Existing Facility Documentation (as defined below)), with materiality thresholds and exceptions to be agreed.
Priority:	The Exit Term Loan Facility will have (i) a first priority lien on Term Priority Collateral, subject to certain customary baskets and exceptions to be agreed ("***Permitted Liens***"), and (ii) a second priority lien on ABL Priority Collateral, subject to Permitted Liens, which Term Priority Collateral and ABL Priority Collateral shall be as defined in and subject to ranking and intercreditor arrangements substantially consistent with the Prepetition Intercreditor Agreement or otherwise reasonably satisfactory to the Required Exit Lenders, subject to any agreed post-closing perfection requirements and subject to thresholds, exceptions and exclusions substantially identical to the Pre-Existing Facility Documentation. The New Revolver and Exit FILO Facility (as defined below) will have (i) a first priority lien on ABL Priority Collateral, subject to Permitted Liens, and (ii) a second priority lien on Term Priority Collateral, subject to Permitted Liens.

Exit Facility Documentation: The loan documents governing the Exit Term Loan Facility shall contain terms substantially similar to the terms of that certain Amended and Restated Term Loan Credit Agreement dated as of February 28, 2018, as in effect on such date, among GNC Corporation, a Delaware corporation, as parent, General Nutrition Centers, Inc., a Delaware corporation, as borrower, the several banks and other financial institutions or entities from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and GLAS Trust Company LLC, as collateral agent (the "***Pre-Existing Facility Documentation***"), with modifications to reflect this term sheet and other adjustments reasonably satisfactory to the Borrower and the Required Exit Lenders (such loan documents, the "***Exit Facility Documentation***").

Conditions to Closing: Limited to the following (collectively, the "***Closing Conditions***"):

A. The negotiation, execution and delivery of the Exit Facility Documentation by the Loan Parties.

B. The following documents shall be reasonably satisfactory to the Borrower and the Required Exit Lenders:

- the Plan;
- the terms of an Exit FILO facility converting the loans under the Prepetition ABL/FILO Amendment and Restatement on a dollar-for-dollar basis on the Exit Date (the "***Exit FILO Facility***", together with the New Revolver Facility (as defined below), the "***New Revolver and Exit FILO Facility***") which terms shall be deemed reasonably satisfactory to the Required Exit Lenders if substantially consistent with the New Revolver Basket and Exit FILO Facility Term Sheet in the form attached hereto as Exhibit B; and
- the confirmation order with respect to the Plan, and corresponding recognition order of the Canadian Court.

C. To the extent that the Borrower or any Guarantor is a new entity formed at the direction of the Required Consenting Term Lenders (as defined in the Restructuring Support Agreement), all assets that are to be owned by such new entity under the Plan shall have been transferred to such new entity pursuant to documentation in form and substance reasonably acceptable to the Agent.

D. Substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Plan (all conditions precedent set forth therein having been satisfied or waived in accordance with the terms thereof).

E. Immediately after the Exit Date, the Loan Parties shall have outstanding no indebtedness for borrowed money other than indebtedness outstanding under the Exit Term Loan Facility, the New Revolver and Exit FILO Facility and indebtedness contemplated by the Approved Plan of Reorganization.

F. Accuracy in all material respects (or, in the case of representations and warranties that are qualified by materiality, in all respects) on the

Exit Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date) of representations and warranties contained in the Exit Facility Documentation which shall be no more burdensome to the Company that those set forth in the Pre-Existing Facility Documentation and absence of an Event of Default under the Exit Facility Documentation.

G. Compliance with customary documentation conditions for a facility of this size, type, and purpose, including the delivery of customary legal opinions and closing certificates (including a customary solvency certificate in substantially the form provided under the Pre-Existing Facility Documentation), good standing certificates and certified organizational documents, in each case, in form and substance reasonably satisfactory to the Required Exit Lenders.

H. The Agent shall have a perfected lien on the Collateral of the Loan Parties, subject to Permitted Liens and any post-closing perfection requirements, with the priority set forth under the heading "Priority" hereunder; *provided* that security interests will not be required to be perfected on the Exit Date other than by (A) filings of UCC and PPSA financing statements in the office of the secretary of state or provincial ministry (or similar central filing office) of the Loan Parties and (B) delivery to the Agent, for the benefit of the secured parties, of promissory notes representing material intercompany indebtedness for borrowed money and equity certificates representing equity issued by Loan Parties (other than equity issued by GNC Holdings, Inc.), in each case, together with customary transfer powers executed in blank.

I. Receipt by the Agent of reasonably satisfactory results of customary lien searches.

J. The Loan Parties shall have used commercially reasonable efforts to obtain a public corporate credit rating (but not a specific rating) from either Standard & Poor's, a division of S&P Global, Inc., or Moody's Investors Service, Inc. in respect of the Exit Term Loan Facility.

K. All requisite governmental and material third party approvals shall have been obtained, and there shall be no litigation, governmental, administrative or judicial action against the Loan Parties, in each case, the failure to obtain or existence of which would reasonably be expected to restrain, prevent or impose materially burdensome restrictions on the substantial consummation of the Plan or the Exit Term Loan Facility; *provided*, that the consummation of the New Revolver Facility shall not be a condition precedent to effectiveness or consummation of the Plan or the Exit Term Loan Facility.

L. Delivery of all documentation and other information required by bank regulatory authorities under applicable "know-your-customer", anti-money laundering rules and regulations, and the Patriot Act that has been reasonably requested by the Exit Lenders at least ten (10) business days prior to the closing date of the Exit Term Loan Facility.

M. Payment by the Borrower on the Exit Date of all reasonable and documented out-of-pocket costs, fees and expenses owed or otherwise required to be paid pursuant to the Exit Facility Documentation to the Agent and the Lenders (including reasonable and documented fees and expenses of counsel of the Agent and the Exit Lenders and one financial advisor (which shall be Houlihan Lokey, Inc.); *provided*, that legal fees shall be limited to the reasonable and documented fees and disbursements of one counsel for the Agent, one U.S. counsel for the Ad Hoc Committee (which shall be Milbank LLP) and one Canadian counsel for the Ad Hoc Committee (which shall be Cassels Brock & Blackwell LLP) and, in addition, local counsel in each appropriate jurisdiction), including reasonable and documented out-of-pocket costs and expenses of (a) the Agent administering the Exit Term Loan Facility and (b) preparing all documents relating to the Exit Term Loan Facility.

N. The Company shall file with the SEC a Form 15 to deregister the outstanding securities of the Company under the Exchange Act and will not be a reporting company under the Exchange Act immediately following the effective date of the Plan.

Interest Rate: With respect to the First-Lien First Out Loans, LIBOR + 10.00% *per annum* paid in cash.

With respect to the First-Lien Second Out Loans, either, at the option of the Borrower:

(i) LIBOR + 9.00% *per annum* paid in cash and paid-in-kind interest of 3.00% *per annum*, or

(ii) LIBOR + 11.50% *per annum* paid in cash;

Any paid-in-kind interest so elected to be paid will be added to the principal amounts outstanding under the First-Lien Second Out Loans.

LIBOR will be subject to a 1.00% "floor".

During the continuance of a payment or bankruptcy Event of Default, past due amounts under the Exit Term Loan Facility will bear interest at an additional 2.00% *per annum* above the interest rate otherwise applicable.

The Borrower shall also have the right to elect that the First-Lien First Out Loans and the First-Lien Second Out Loans bear interest at a rate determined by reference to an "alternate base rate", and the interest rate margin with respect to First-Lien First Out Loans and First-Lien Second Out Loans bearing interest at the alternate base rate shall be reduced by 1.00% *per annum*.

Agency Fees: As agreed with the Agent.

Scheduled Amortization: With respect to the First-Lien First Out Loans, 7.50% *per annum*, payable quarterly for the year beginning at the end of the third fiscal quarter of 2021, and 10.00% *per annum*, payable quarterly, beginning at the end of the third fiscal quarter of 2022 and thereafter.

With respect to the First-Lien Second Out Loans, 1.00% *per annum*, payable quarterly, beginning at the end of the third fiscal quarter of 2021 and thereafter.

Call Protection: None.

Lender Voting: Lenders holding a majority in principal amount of the First-Lien First Out Loans as of the date of determination (the "***Required First-Lien First Out Lenders***").

Lenders holding a majority in principal amount of the First-Lien Second Out Loans as of the date of determination (the "***Required First-Lien Second Out Lenders***").

Lender voting rights shall be as follows:

A. The written consent of each Exit Lender directly and adversely affected by any amendment or modification to any provision relating to (i) principal, interest or fees (other than default interest), (ii) date of payments, (iii) the pro rata sharing of payments, (iv) the "waterfall" , or (v) any provision specifying the number or percentage of Exit Lenders, Required First-Lien First Out Lenders or Required First-Lien Second Out Lenders required to waive, amend or modify any rights or grant any consent shall be required;

B. The consent of the Required First-Lien First Out Lenders shall be required for any waiver, amendment or modification unless such waiver, amendment or modification relates solely to the First-Lien Second Out Loans and does not directly or indirectly adversely affect the First-Lien First Out Lenders in any manner; and

C. The consent of the Required First-Lien Second Out Lenders shall be required for any waiver, amendment or modification, unless such waiver, amendment or modification relates solely to the First-Lien First Out Loans and does not directly or indirectly adversely affect the First-Lien Second Out Lenders in any manner.

Covenants: Subject to the immediately succeeding paragraph, to be substantially identical to the Pre-Existing Facility Documentation (including, without limitation, a covenant to use commercially reasonable efforts to obtain a public rating for the Exit Term Loan Facility (but no requirement to obtain or maintain a specific rating)) with such modifications as may be reasonably agreed by the Required Exit Lenders and the Company.

The negative covenant restricting incurrence of Indebtedness shall include a "basket" that permits incurrence of a new revolving credit facility (the "***New Revolver Facility***"), if, after giving effect to the incurrence thereof, (a) the New Revolver Facility availability (not the commitments therefor) does not exceed the remainder of (x) the Borrowing Base (as defined in the Prepetition ABL/FILO Amendment and Restatement, but without giving effect to the "Availability Cushion" described in the New Revolver Basket and Exit FILO Facility Term Sheet (the "***Availability Cushion***")) less (y)

the aggregate principal amount of Exit FILO Loans then outstanding and (b) as a condition to drawing on the New Revolver Facility, the Borrower shall be in compliance with the Borrowing Base (as defined in the Prepetition ABL/FILO Amendment and Restatement, but without giving effect to the Availability Cushion) after giving effect to such borrowing.

Financial Covenant: A maximum total net leverage ratio at a single level to be agreed, tested quarterly beginning with the fiscal quarter ending on June 30, 2022.

Liquidity (as defined below) of $30 million, tested quarterly beginning with the fiscal quarter ending on June 30, 2022.

Events of Default: To be substantially identical to the Pre-Existing Facility Documentation (collectively, the "***Events of Default***").

Mandatory Prepayments: Mandatory prepayments of the borrowings under the Exit Term Loan Facility shall be made at par, without premium or penalty, subject to certain provisions, including rights with respect to ABL Priority Collateral, substantially similar to those under the Pre-Existing Facility Documentation and others to be agreed, modified as appropriate to reflect the proposed exit facility, with respect to:

(i) certain asset sales, including net cash proceeds received in connection with the sale of Nutra to IVC (the "***Nutra Proceeds***") at the end of the fiscal quarter in which such proceeds are received; *provided* that with respect to Nutra Proceeds received during the first three fiscal quarters of 2021 or 2022 (1) the amount of such payment at such quarter end shall be limited to the lesser of (x) the amount of net cash proceeds so received and (y) the amount that would not cause Liquidity (after giving effect to such prepayment) to be less than the Applicable Liquidity Amount (the difference between clauses (x) and (y), the "***IVC Holdback Amount***"), (2) if there is an IVC Holdback Amount, then at the end of each subsequent fiscal quarter in 2021 or 2022 (other than the fourth fiscal quarter), as applicable, a mandatory prepayment shall be made in an amount equal to the lesser of (i) the IVC Holdback Amount less any portion of the IVC Holdback Amount so applied in prior fiscal quarters and (ii) the amount that would not cause Liquidity (after giving effect to such prepayment) to be less than the Applicable Liquidity Amount (any such prepayment pursuant to this clause (2), an "***IVC Holdback Prepayment***") and (3) if there is any IVC Holdback Amount remaining as of the end of the fourth fiscal quarter of 2021 or 2022, as applicable, then at the end of such fiscal quarter a mandatory prepayment shall be made in respect of such remaining amount. "***Applicable Liquidity Amount***" shall mean $75 million for each of fiscal year 2021 and 2022. Any Nutra Proceeds received after 2022 shall be used to prepay borrowings under the Exit Term Loan Facility and there shall be no IVC Holdback Amount after the end of the 2022 calendar year.

(ii) insurance proceeds,

(iii) incurrences of indebtedness not otherwise permitted to be incurred, and

(iv) subject to the following paragraph, receipts of tax refunds by the Loan Parties (the "***Tax Refunds***") at the end of the fiscal quarter in which such proceeds are received; *provided* that (1) the amount of such Tax Refunds

prepayment at such quarter end shall be limited to the lesser of (x) the amount of net cash proceeds so received and (y) the amount that would not cause Liquidity (after giving effect to such prepayment and any prepayment of the Exit FILO Facility) to be less than $75 million (the difference between clauses (x) and (y), the " ***Tax Holdback Amount***"; and the difference between clause (x) and the Tax Holdback Amount, the "***Tax Refund Prepayment***") and (2) if there is a Tax Holdback Amount, then at the end of each subsequent fiscal quarter a mandatory prepayment shall be made in an amount equal to the lesser of (i) the Tax Holdback Amount less any portion of the Tax Holdback Amount so applied pursuant to this clause (2) in prior fiscal quarters and (ii) the amount that would not cause Liquidity (after giving effect to such prepayment and any prepayment of the Exit FILO Facility) to be less than $75 million (any such prepayment pursuant to this clause (2), a "***Tax Holdback Prepayment***"; Tax Holdback Prepayments and Tax Refund Prepayments are collectively referred to herein as "***Tax Prepayments***").

Mandatory prepayments pursuant to clauses (i) through (iii) above shall be applied *first* to First-Lien First Out Loans and *second* to First-Lien Second Out Loans. Mandatory prepayments pursuant to clause (iv) above shall be applied as follows: a percentage to be agreed to prepay loans under the Exit FILO Facility; and a percentage to be agreed to prepay First-Lien First Out Loans and First-Lien Second Out Loans (with such percentages to be agreed among the Borrower, the Required Exit Lenders and the "Required FILO Lenders" (as defined the New Revolver Basket and Exit FILO Facility Term Sheet)).

The Exit Term Loan Facility shall provide for an excess cash flow sweep substantially consistent with that set forth in the Pre-Existing Facility Documentation (except that (i) for the avoidance of doubt, no Tax Refund nor Nutra Proceeds shall be included in the calculation of excess cash flow in the year received and (ii) excess cash flow shall be reduced by any Tax Holdback Prepayments made during the applicable period and the sweep will be applied on the remaining excess cash flow amount at the applicable percentage set forth below) of (i) 75.00% for the fiscal year ending 2021 to be applied ratably to prepay First-Lien First Out Loans and First-Lien Second Out Loans and (ii) 50.00% for the fiscal year ending 2022 and thereafter to prepay the First-Lien Second Out Loans (but not the First-Lien First Out Loans), in the case of each of clauses (i) and (ii), measured annually and payable within five (5) business days following the delivery of audited financial statements of such fiscal year, but only so long as Liquidity as of the date of such payment is greater than $40,000,000 after giving pro forma effect to such excess cash flow payment.

Mandatory prepayments will be applied to payments due on the loans in direct order of maturity.

Mandatory prepayments and the application of such proceeds at all times will be subject to the intercreditor arrangements consistent with the Prepetition Intercreditor Agreement, the Pre-Existing Facility Documentation, and the Prepetition ABL Loan Documents, or otherwise

reasonably satisfactory to the Borrower, the Required Exit Lenders and the "required lenders" under the New Revolver and Exit FILO Facility.

For purposes hereof, "***Liquidity***" shall mean unrestricted cash of the Loan Parties and their restricted subsidiaries (other than cash held by foreign subsidiaries that are not Guarantors, cash included in the Borrowing Base and cash supporting letters of credit) and amounts available to be drawn under any revolving credit facility.

Application of Payments:

If at any time (x) insufficient funds are received by and available to the Agent to pay fully all amounts of principal, interest and fees and other obligations then due under the Exit Term Loan Facility or (y) during the continuation of an Event of Default and the enforcement of remedies in connection therewith, the Agent receives proceeds of Collateral pledged by the Loan Parties, such funds shall be applied:

(i) ***first***, toward payment of any expenses, fees and indemnities due to the Agent;

(ii) ***second***, toward payment of interest and fees then due from the Borrower with respect to any First-Lien First Out Loans, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties;

(iii) ***third***, toward payment of principal then due from the Borrower with respect to any First-Lien First Out Loans, ratably among the parties entitled thereto in accordance with the amounts of such principal then due to such parties;

(iv) ***fourth***, toward payment of interest and fees then due from the Borrower with respect to any First-Lien Second Out Loans, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties;

(v) ***fifth***, toward payment of principal then due from the Borrower with respect to any First-Lien Second Out Loans, ratably among the parties entitled thereto in accordance with the amounts of such principal then due to such parties;

(vi) ***sixth***, to payment of all other obligations of the Borrower and the Loan Parties then due and payable under the Exit Term Loan Facility, ratably among the parties entitled thereto in accordance with the amounts of such obligations then due to such parties; and

(vii) ***seventh***, to the Borrower or as otherwise required pursuant to any intercreditor agreement.

Voluntary Prepayments:	Voluntary prepayments of the borrowings under the Exit Term Loan Facility will be permitted at any time at par, without premium or penalty, subject to the reimbursement of the Exit Lenders' redeployment costs in the case of a prepayment of LIBOR borrowings other than on the last day of the relevant interest period; *provided*, that no voluntary prepayment shall be made on account of the First-Lien Second Out Loans until the First-Lien First Out Loans have been repaid in in full.
Governing Law:	State of New York.
Agent:	Unless the Required Exit Lenders and the Borrower otherwise elect, GLAS Trust Company LLC will serve as the administrative agent and collateral agent under the Exit Term Loan Facility and will perform duties customarily associated with such capacities (the "***Agent***").
Expenses and Indemnification:	To be substantially consistent with the Pre-Existing Facility Documentation.

EXHIBIT A-1
TO
EXIT TERM LOAN FACILITY TERM SHEET

Guarantor Entities

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 A-2
TO
EXIT TERM LOAN FACILITY TERM SHEET

Non-Guarantor Entities

Nutra Insurance Company

GNC Korea Limited

GNC Hong Kong Limited

GNC (Shanghai) Trading Co., Ltd.

GNC China JV Holdco Limited

GNC (Shanghai) Food Technology Limited

GNC South Africa (Pty) Ltd.

GNC Jersey One Limited

GNC Jersey Two Unlimited

THSD

GNC Live Well Ireland

GNC Colombia SAS

GNC Newco Parent, LLC

Nutra Manufacturing, LLC

GNC Supply Purchaser, LLC

GNC Intermediate IP Holdings, LLC

GNC Intellectual Property Holdings, LLC

EXHIBIT B
TO
EXIT TERM LOAN FACILITY TERM SHEET

New Revolver Basket and Exit FILO Facility Term Sheet

[See attached].

EXHIBIT C

Form of DIP ABL FILO Credit Agreement

[Filing Version]

DEBTOR-IN-POSSESSION

AMENDED AND RESTATED ABL CREDIT AGREEMENT

dated as of June [●], 2020

among

GNC CORPORATION,

as Parent,

GENERAL NUTRITION CENTERS, INC.,

as Borrower,

The Several Lenders from Time to Time Parties Hereto,

and

JPMORGAN CHASE BANK, N.A.
as Administrative Agent and Collateral Agent

(amending and restating the ABL Credit Agreement dated as of February 28, 2018, as amended)

JPMORGAN CHASE BANK, N.A.
as Sole Lead Arranger and Bookrunner

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SCHEDULES:

EXHIBITS:

DEBTOR-IN-POSSESSION AMENDED AND RESTATED ABL CREDIT AGREEMENT, dated as of June [●], 2020, among GNC CORPORATION, a Delaware corporation ("Parent"), GENERAL NUTRITION CENTERS, INC., a Delaware corporation (the "Borrower"), GNC Holdings, Inc., a Delaware corporation ("Holdings"), GNC Parent LLC, a Delaware limited liability company ("GNC Parent LLC"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), and JPMORGAN CHASE BANK, N.A., as administrative agent (together with its successors in such capacity, the "Administrative Agent") and as collateral agent (together with its successors in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Loan Parties have commenced voluntary cases (the "Chapter 11 Cases") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and the Loan Parties continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, GNC Holdings, Inc., in its capacity as foreign representative on behalf of the Loan Parties, commenced a recognition proceeding under Part IV of the *Companies' Creditors Arrangement Act* (the "CCAA") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court") to recognize in Canada the Chapter 11 Cases as "foreign main proceedings" (the "Recognition Proceedings");

WHEREAS, in connection with the filing of the Chapter 11 Cases and the occurrence of the Interim DIP Order Entry Date, the Borrower, in its role as "ABL Administrative Borrower" under the Prepetition ABL Agreement, has terminated the "Revolving Credit Commitments" (as defined in the Prepetition ABL Agreement), repaid all Prepetition Revolving Loans, and cash collateralized the outstanding "Letters of Credit" (as defined in the Prepetition ABL Agreement) (such termination, repayment and cash collateralization, the "Revolver Termination");

WHEREAS, the Borrower and the Lenders have agreed that Prepetition FILO Loans in an aggregate principal amount of $275,000,000 shall be "rolled up" pursuant to Section 2.1 hereof through an amendment and restatement the Prepetition ABL Agreement pursuant to this Agreement. All indebtedness, Obligations and liabilities outstanding under the Prepetition ABL Agreement after giving effect to the Revolver Termination, as amended and restated hereby, and all Liens existing under the Prepetition ABL Agreement and the other Loan Documents (as defined in the Prepetition ABL Agreement) will continue in full force and effect, uninterrupted and unimpaired, as amended as set forth herein and in the Loan Documents delivered or otherwise continued in connection herewith; and

WHEREAS, to provide security for the repayment of the Loans, and the payment of the other Obligations of the Loan Parties hereunder and under the other Loan Documents, the Loan Parties will grant to the Collateral Agent, for its benefit and the benefit of the Lenders, certain security interests, liens, and other rights and protections pursuant to the terms hereof and pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code, and super-priority

administrative expense claims pursuant to Section 364(c)(1) of the Bankruptcy Code, all as more fully described herein.

The Lenders are willing to amend and restate the Prepetition ABL Agreement on the terms and subject to the conditions set forth herein. Accordingly, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree to amend and restate the Prepetition ABL Agreement as follows:

DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"ABL Priority Collateral": the "ABL Priority Collateral" as defined in the Prepetition Intercreditor Agreement.

"ABR": when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Acceptable Appraiser": Tiger Valuation Services, LLC or any other experienced and reputable appraiser reasonably acceptable to the Borrower (it being understood that the Borrower's consent shall not be unreasonably withheld, delayed or conditioned) and the Administrative Agent.

"Account": with respect to a Person, any of such Person's now owned and hereafter acquired or arising (1) accounts (as defined in the UCC and/or the PPSA) and, whether or not constituting "accounts" (as defined in the UCC and/or the PPSA), any rights to payment for the sale or lease of goods or rendition of services, whether or not they have been earned by performance or arising out of the use of a credit or charge card or information contained on or used with such card (and whether same is an "Account" (as defined in the UCC and/or the PPSA) or "General Intangible" or "Intangible" (as defined in the UCC or the PPSA, respectively)), (2) all Credit Card Processor Accounts, and (3) all Gift Card Accounts.

"Account Debtor": any Person who is obligated on an Account, chattel paper, or a "General Intangible" or "Intangible" (as defined in the UCC or the PPSA, respectively).

"Acquired Asset ABL Priority Collateral": any Accounts, Inventory, Borrowing Base Cash and/or Acquired Asset Borrowing Base Cash acquired by any Loan Party in a Qualifying Acquisition; provided that the Acquired Asset ABL Priority Collateral shall at no time comprise more than 10.0% of the Borrowing Base.

"Acquired Asset Borrowing Base Calculation": 66⅔% of the applicable advance rates set forth in the definitions of "Borrowing Base" with respect to the relevant Acquired Asset ABL Priority Collateral, calculated against the book value (or, with respect to Inventory, of the Net Orderly Liquidation Value (based on the Net Orderly Liquidation Value for comparable Inventory pursuant to the most recent Appraisal if inventory appraisals therefor do not exist)) of the relevant Acquired Asset ABL Priority Collateral as set forth in the consolidated balance

sheets of the relevant acquired entities (or, in the case of an asset acquisition, the seller's balance sheet) as of the date with respect to which the most recent Borrowing Base Certificate has been delivered, and applying eligibility and reserve criteria consistent with those applied to Accounts, Inventory and Borrowing Base Cash included in the Borrowing Base, until the delivery to the Administrative Agent of an appraisal and field examination in respect thereof that, in each case, is reasonably satisfactory to the Administrative Agent and addressed to the Administrative Agent.

"Acquired Asset Borrowing Base Cash": Unrestricted Cash that is (i) acquired by any Loan Party in any Qualifying Acquisition and (ii) held by the Loan Parties, in each case (A) in deposit accounts or securities accounts with the Administrative Agent or (B) if JPMorgan Chase Bank, N.A. is no longer the Administrative Agent, held in deposit accounts or securities accounts with any national bank reasonably acceptable to Required Lenders which are subject in each case to a control agreement in form and substance reasonably satisfactory to the Administrative Agent, and (iii) not subject to any other Liens other than non-consensual Liens, Liens permitted by Section 6.3(m) and (q) and Liens that are junior in priority to the Liens securing the Obligations, in each case, permitted under Section 6.3.

"Ad Hoc Committee": collectively, the groups of ad hoc holders of the Prepetition FILO Loans represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP and AlixPartners, on the one hand, and Milbank LLP and Houlihan Lokey, on the other hand.

"Ad Hoc Committee Advisors": Paul, Weiss, Rifkind, Wharton & Garrison LLP, AlixPartners, Milbank LLP and Houlihan Lokey.

"Adjusted LIBO Rate": with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to the greater of (a)(i) the LIBO Rate for such Interest Period multiplied by (ii) the Statutory Reserve Rate, and (b) with respect to Eurodollar Loans, 1.00%.

"Administrative Agent": as defined in the preamble hereto.

"Administrative Questionnaire": an administrative questionnaire in a form supplied by the Administrative Agent.

"Affiliate": as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Agents": the collective reference to the Administrative Agent and the Collateral Agent.

"Agreement": this Credit Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time.

"Alternate Base Rate": for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1%,

(c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1% and (d) with respect to ABR Loans, 2.00%; provided that for the purpose of this definition, the Adjusted LIBO Rate for any day shall be based on the Screen Rate (or if the Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 am London time on such day. Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted LIBO Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.17 hereof, then the Alternate Base Rate shall be the greatest of clauses (a), (b) and (d) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Anti-Corruption Laws": all laws, rules and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Applicable Margin": (i)for FILO Term Loans that are Eurodollar Loans, 9.00% per annum, and (ii) for FILO Term Loans that are ABR Loans, 8.00% per annum.

"Approved Fund": any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit as its primary activity and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Approved Plan of Reorganization": a Chapter 11 plan of reorganization, having the terms set forth in the Restructuring Support Agreement and otherwise in form and substance reasonably satisfactory to the Borrower and to Lenders holding at least 66⅔% of the aggregate amount of the FILO Term Loans and filed by the Loan Parties with the Bankruptcy Court in connection with the Chapter 11 Cases, as may be amended, supplemented or otherwise modified from time to time.

"Arranger": JPMorgan Chase Bank, N.A.

"Assignment and Assumption": an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.4), and accepted by the Administrative Agent, in the form of Exhibit C or any other form approved by the Administrative Agent and the Borrower.

"Attributable Indebtedness": when used with respect to any Sale and Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the Borrower's then-current weighted average cost of funds for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments during the remaining term of the lease included in any such Sale and Leaseback Transaction.

"Avoidance Actions": all causes of action arising under Chapter 5 of the Bankruptcy Code and similar statutes of the relevant states.

"Backup Withholding Tax": United States federal withholding Taxes imposed pursuant to Section 3406 of the Code, as in effect on the date of this Agreement, or any successor provision that is substantially the equivalent thereof, and any regulations or official interpretations thereof (including any revenue ruling, revenue procedure, notice or similar guidance issued by the Internal Revenue Service thereunder as a precondition to relief or exemption from Taxes under such provisions).

"Bail-In Action": the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation": with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bankruptcy Code": Title 11 of the United States Code, as amended from time to time.

"Bankruptcy Court": as defined in the recitals hereto.

"Bankruptcy Court DIP Order": the Interim DIP Order or the Final DIP Order, as applicable.

"Bankruptcy Event": with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, interim receiver, monitor, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Board": the Board of Governors of the Federal Reserve System of the United States of America (or any successor).

"Borrower": as defined in the preamble hereto.

"Borrower Materials": as defined in Section 5.2.

"Borrowing": Loans of the same Type, made, deemed made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Base": at any time as set forth in the most recently delivered Borrowing Base Certificate, the sum of:

1. 93% of the value of Eligible Credit Card Receivables held by the Loan Parties; plus

2. 88% of the book value of Eligible Accounts Receivable held by the Loan Parties attributable to wholesale accounts receivable; plus

3. 88% of the book value of Eligible Accounts Receivable held by the Loan Parties attributable to domestic franchisees; provided that at any time the amount of the Borrowing Base consisting of Eligible Accounts Receivable attributable to domestic and foreign franchisees shall not exceed 20% of the Borrowing Base in the aggregate; plus

4. 88% of the book value of Eligible Accounts Receivable held by the Loan Parties attributable to foreign franchisees in each case backed by a letter of credit reasonably acceptable to the Administrative Agent; provided that at any time (i) the amount of the Borrowing Base consisting of Eligible Accounts Receivable attributable to foreign franchisees shall not exceed 15% of the Borrowing Base in the aggregate and (ii) the amount of the Borrowing Base consisting of Eligible Accounts Receivable attributable to domestic (as set out in clause (3) above) and foreign franchisees shall not exceed 20% of the Borrowing Base in the aggregate; plus

5. 98% of the Net Orderly Liquidation Value of Eligible Inventory held by the Loan Parties consisting of finished goods and bulk Eligible Inventory; plus

6. 98% of the Net Orderly Liquidation Value of Eligible Inventory held by the Loan Parties consisting of raw materials Eligible Inventory; plus

7. 100% of the Borrowing Base Cash held by the Loan Parties; plus

8. Upon the occurrence of the Roll-Up Effective Time, an amount equal to $17,500,000; less

9. Reserves.

Notwithstanding anything to the contrary contained herein, any Acquired Asset ABL Priority Collateral held by a Loan Party will immediately be included in the Borrowing Base at a value equal to the Acquired Asset Borrowing Base Calculation thereof; provided that if the Loan Parties have not delivered, at their expense, a customary field examination and inventory appraisal reasonably acceptable to Administrative Agent within 90 days of the acquisition of such Acquired Asset ABL Priority Collateral (or such longer period as the Administrative Agent may reasonably agree), such Acquired Asset ABL Priority Collateral will cease to be eligible for inclusion in the Borrowing Base until completion of a customary field examination and inventory appraisal reasonably acceptable to Administrative Agent.

"Borrowing Base Cash": Unrestricted Cash held by the Loan Parties, in each case that is (i) (A) held in deposit accounts or securities accounts with the Administrative Agent or (B) if JPMorgan Chase Bank, N.A. is no longer the Administrative Agent, held in deposit accounts or securities accounts with any national bank reasonably acceptable to Required Lenders which are in each case subject to a control agreement in form and substance reasonably satisfactory to the Administrative Agent and (ii) not subject to any other Liens other than non-consensual Liens, Liens permitted by Section 6.3(m) and (q) and Liens that are junior in priority to the Liens securing the Obligations, in each case, permitted under Section 6.3; provided that, prior to withdrawing Borrowing Base Cash from any account described above in an amount in excess of $5,000,000 in the aggregate for all withdrawals since the most recent delivery of a Borrowing Base Certificate, the Loan Parties shall deliver an updated Borrowing Base Certificate as of the date of such withdrawal and giving pro forma effect to such withdrawal.

"Borrowing Base Certificate": a certificate by a Responsible Officer of the Borrower, substantially in the form of Exhibit H (or another form acceptable to the Administrative Agent and the Borrower) setting forth the calculation of the Borrowing Base, including a calculation of each component thereof (including Reserves), all in such detail as is reasonably satisfactory to the Administrative Agent. All calculations of the Borrowing Base in connection with the preparation of any Borrowing Base Certificate will be made by the Borrower and certified to the Administrative Agent.

"Borrowing Request": a request by the Borrower for a Borrowing substantially in the form of Exhibit F.

"Budget": the 13-week statement of the Loan Parties' anticipated cash receipts and Budget Disbursements for the first 13 weeks of the Chapter 11 Cases, set forth on a weekly basis, including the anticipated uses of the proceeds from the Facility for such period and attached hereto as Exhibit I, as updated pursuant to Section 5.1(B)(a) from time to time.

"Budget Disbursements": in any period, the Loan Parties' operating disbursements and Capital Expenditures (excluding Professional Fees and restructuring charges arising on account of the Chapter 11 Cases (including U.S. Trustee fees and professional fees and expenses incurred by any official committee appointed in the Chapter 11 Cases or the Agents, the Lenders and/or the Loan Parties or paid by the Loan Parties as adequate protection)).

"Business Day": any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or Pittsburgh, Pennsylvania or Toronto, Ontario are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Canadian Anti-Corruption Laws": the *Corruption of Foreign Public Officials Act* (Canada), *Special Economic Measures Act* (Canada), the *Freezing Assets of Corrupt Foreign Officials Act* (Canada), Part II.1 of the *Criminal Code* (Canada) and the *Export and Import Permits Act* (Canada), and any related regulations.

"Canadian Anti-Money Laundering Legislation": the *Criminal Code* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the *United Nations Act* (Canada), and any regulations thereunder.

"Canadian Defined Benefit Plan": a Canadian Pension Plan which contains a "defined benefit provision," as defined in subsection 147.1(1) of the *Income Tax Act* (Canada).

"Canadian Court": as defined in the recitals hereto.

"Canadian Court DIP Recognition Order": the Interim DIP Recognition Order and the Final DIP Recognition Order, as applicable.

"Canadian Dollars" and "C$": lawful currency of Canada.

"Canadian Guarantee and Collateral Agreement": the Amended and Restated Canadian Guarantee and Collateral Agreement, dated as of the Closing Date, executed and delivered by the Canadian Guarantor, as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Canadian Guarantor": General Nutrition Centres Company, an unlimited liability company organized under the laws of Nova Scotia.

"Canadian Pension Plan": any pension plan maintained or sponsored by the Canadian Guarantor that is subject to the funding requirements of the Pension Benefits Act (Ontario), the *Income Tax Act* (Canada) or applicable pension benefits legislation in any other Canadian jurisdiction and is applicable to employees resident in Canada and to which the Canadian Guarantor is making or accruing an obligation to make contributions or has within the preceding five years made or accrued such contributions.

"Canadian Pension Termination Event": (a) the withdrawal of the Canadian Guarantor from a Canadian Defined Benefit Plan which is "multi-employer pension plan", as defined under applicable pension standards legislation, during a plan year, or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of an amendment with the applicable Governmental Authority which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan, (c) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan or (d) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Welfare Plan": any medical, health, hospitalization, insurance or other employee benefit or welfare plan or arrangement of the Canadian Guarantor applicable to employees resident in Canada.

"Capital Expenditures": for any period, with respect to any Person, the aggregate of all expenditures by such Person for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized repairs and improvements during such period) that are required to be capitalized under GAAP on a balance sheet of such Person, it being understood that Capital Expenditures do not include amounts expended to purchase assets constituting an on-going business.

"Capital Lease Obligations": with respect to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet (excluding the footnotes thereto) of such Person under GAAP; and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing, including convertible securities but excluding debt securities convertible or exchangeable into any of the foregoing.

"Carve Out" has the meaning specified in the Bankruptcy Court DIP Order.

"Cash Equivalents": (a) United States and Canadian dollars; (b) in the case of any Foreign Subsidiary, such local currencies held by it from time to time in the ordinary course of business and not for speculation; (c) securities and other obligations issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (provided that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition; (d) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, demand deposits, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any Lender or with any domestic or foreign bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia or any U.S. branch of a foreign bank having, capital and surplus of not less than $500,000,000; (e) repurchase obligations for underlying securities of the types described in clauses (c) and (d) above or clause (g) below entered into with any financial institution meeting the qualifications specified in clause (d) above; (f) commercial paper rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, maturing within one year after the date of acquisition; (g) marketable short-term money market and similar highly liquid funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (h) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an investment grade rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be

rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) with maturities of one year or less from the date of acquisition; (i) Investments with average maturities of one year or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (j) short-term obligations of, or fully guaranteed by, the government of Canada, (k) short-term obligations of, or fully guaranteed by, the government of a Province of Canada, in each case having a rating of "A-" (or the then equivalent grade) or better by a nationally recognized rating agency and (l) investment funds investing substantially all of their assets in Cash Equivalents of the kinds described in clauses (a) through (k) of this definition.

In the case of Investments by the Canadian Guarantor or by any Foreign Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (a) through (l) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by the Canadian Guarantor or by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (a) through (l) and in this paragraph.

Notwithstanding the foregoing, Cash Equivalents shall also include amounts denominated in currencies other than those set forth in clause (a) above, provided that such amounts are converted into Dollars as promptly as practicable and in any event within ten (10) Business Days following the receipt of such amounts.

"Cash Management Obligations": obligations owed by any Loan Party to any Qualified Counterparty in respect of or in connection with Cash Management Services and designated by the Qualified Counterparty and the Borrower in writing to the Administrative Agent as "Cash Management Obligations" and includes any and all Cash Management Obligations in respect of or in connection with Cash Management Services that were so designated in accordance with the Prepetition ABL Agreement.

"Cash Management Order": as defined in Section 4.1(j).

"Cash Management Services": any treasury, depositary, pooling, netting, overdraft, stored value card, purchase card (including so-called "procurement cards" or "P-cards"), debit card, credit card, cash management and similar services and any automated clearing house transfer of funds.

"CCAA": as defined in the recitals hereto.

"CFC": a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law": (a) the adoption of any law, rule or regulation after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder

(a "Later Date"), (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder, or (c) compliance by any Lender (or, for purposes of Section 2.18(b), by any lending office of such Lender or by such Lender's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement or, if later, the date on which the applicable Lender becomes a Lender hereunder. Notwithstanding anything herein to the contrary (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented.

"Change of Control": the occurrence of any of the following events: (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of Holdings or any of its Subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) shall become the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of Capital Stock representing more than 51% of the ordinary voting power for the election of directors of Holdings (determined on a fully diluted basis but not giving effect to contingent voting rights which have not vested); (b) Parent shall cease to own and control, of record and beneficially, directly, 100% of each class of outstanding Capital Stock of the Borrower free and clear of all Liens (except Permitted Liens); or (c) Holdings shall cease to beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly) and control, directly or indirectly, 100% of each class of outstanding Capital Stock of the Parent.

"Chapter 11 Cases": as defined in the recitals hereto.

"Closing Date": the first date all the conditions in Section 4.1 have been satisfied or waived, which shall not be later than three Business Days after the Interim DIP Order Entry Date.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all Property of the Loan Parties, now owned or hereafter acquired, upon which a Lien is purported to be created by the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement and the "DIP Collateral" as defined in the Bankruptcy Court DIP Orders. The term "Collateral" shall not include any Excluded Assets.

"Collateral Account": as defined in Section 2.15(k).

"Collateral Agent": as defined in the preamble hereto.

"Commitment": with respect to any Lender, such Lender's FILO Term Loan Commitment.

"Commodity Exchange Act": the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"Commonly Controlled Entity": an entity, whether or not incorporated, that is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group that includes the Borrower and that is treated as a single employer under Sections 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Company Intellectual Property": as defined in Section 3.9.

"Confirmation Date": the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

"Confirmation Order": an order of the Bankruptcy Court, in form and substance acceptable to the Required Lenders, confirming the Approved Plan of Reorganization.

"Contractual Obligation": with respect to any Person, any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

"Cost": the calculated cost of purchases, based upon the Borrower's accounting practices as reflected in the most recent financial statements delivered pursuant to Section 5.1(a).

"Credit Card Processor": any Person (other than a Loan Party or any Affiliate of any Loan Party) who issues or whose members or Affiliates issue credit or debit cards, including MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club and Carte Blanche.

"Credit Card Processor Accounts": accounts, receivables and/or payment intangibles owing to a Loan Party from a Credit Card Processor, which shall include in any event payments owing to any Loan Party from a Credit Card Processor that constitute proceeds from the sale or disposition of Inventory of the Loan Parties in the ordinary course of business.

"Credit Party": the Administrative Agent or any other Lender.

"Crossover Ad Hoc Group": the ad hoc group of holders of the FILO Term Loans represented by Milbank LLP.

"Customs Broker Agreement": an agreement, in form reasonably satisfactory to the Administrative Agent, in which the customs broker or other carrier acknowledges that it has control over and holds the documents evidencing ownership of the subject Inventory for the benefit of the Administrative Agent and agrees, upon notice from the Administrative Agent, to hold and dispose of such Inventory solely as directed by the Administrative Agent.

"Debtor Relief Laws": the Bankruptcy Code of the United States, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding Up and Restructuring Act (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions from time to time in effect.

"Default": any of the events specified in Section 7, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Defaulting Lender": any Lender that (a) has failed, within three Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or the Administrative Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after written request by the Administrative Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans (unless such Lender indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan under this Agreement cannot be satisfied) under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's receipt of such certification in form and substance reasonably satisfactory to the Administrative Agent, or (d) has become the subject of a Bankruptcy Event or Bail-in Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"Designated Disbursement Account": as defined in Section 5.17(c).

"DIP Superpriority Claim": allowed superpriority administrative expense claims granted by the Bankruptcy Court DIP Order to the Administrative Agent, on behalf of itself and the Lenders, pursuant to Bankruptcy Code sections 364(c)(1), as set forth in the Bankruptcy Court DIP Order (a) with priority over any and all administrative expense claims and unsecured claims against the Loan Parties or their estates in any of the Chapter 11 Cases or in any other

proceedings superseding or related to any of the foregoing, 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 Loan Parties and their estates, and any successor trustee or other estate representative to the extent permitted by law.

"Disposition": with respect to any Property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof (excluding Liens); and the terms "Dispose" and "Disposed of" shall have correlative meanings.

"Disqualified Capital Stock": any Capital Stock which, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (i) matures or is mandatorily redeemable (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), pursuant to a sinking fund obligation or otherwise, (ii) is redeemable at the option of the holder thereof (other than solely for Capital Stock which is not otherwise Disqualified Capital Stock), in whole or in part, (iii) provides for the scheduled payments or dividends in cash, or (iv) is or becomes convertible into or exchangeable for Indebtedness or any other Capital Stock that would constitute Disqualified Capital Stock, in each case, prior to the date that is 91 days after the Maturity Date at the time of issuance, except, in the case of clauses (i) and (ii), if as a result of a change of control event or asset sale or other Disposition or casualty event, so long as any rights of the holders thereof to require the redemption thereof upon the occurrence of such a change of control event or asset sale or other Disposition or casualty event are subject to the prior payment in full of the Obligations; provided that if such Capital Stock is issued pursuant to a plan for the benefit of employees of Parent, the Borrower or any of its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by Parent, the Borrower or any of its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"Disqualified Institution":

(a) any Person that is or controls a competitor of the Borrower or any of its Subsidiaries and is identified by the Borrower in writing to the Administrative Agent from time to time prior to, on or after the Closing Date; or

(b) any Affiliate of any of the foregoing Persons that is (i) reasonably identifiable solely on the basis of the similarity of such Affiliate's name (but excluding any such Affiliate that is primarily engaged in, or that advises funds or other investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit or securities in the ordinary course and with respect to which such foregoing Person does not, directly or indirectly, possess the power to direct or cause the direction of the investment policies of such Affiliate) or (ii) identified by the Borrower to the Administrative Agent in writing from time to time prior to, on or after the Closing Date;

provided that any updates, modifications, deletions and/or supplements to the list of Disqualified Institutions, including the designation of any Disqualified Institution after the Closing Date pursuant to clause (a) or clause (b) above, (x) shall not apply retroactively to disqualify any Lender that has previously acquired an assignment or participation interest in any FILO Term Loan (or that is a party to a pending assignment or participation as of the date of such designation), (y) shall be delivered by the Borrower to JPMDQ_Contact@jpmorgan.com (and failure to so deliver any such update, modification, deletion and/or supplement shall render such update, modification, deletion and/or supplement not received and ineffective) and (z) shall become effective three Business Days after such update, modification, deletion and/or supplement is delivered in accordance with the foregoing clause (y).

"Dollars" and "$": lawful currency of the United States of America.

"Domestic Subsidiary": a Restricted Subsidiary that is incorporated, organized or otherwise formed under the laws of the United States, any State thereof or the District of Columbia.

"EEA Financial Institution": (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country": any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority": any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution

"Electronic Signature": an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Accounts Receivable": all Accounts (other than Credit Card Processor Accounts and Gift Card Accounts) of the Loan Parties that constitute proceeds from the sale or disposition of Inventory (net of volume rebates) in the ordinary course of business and that are reflected in the most recent Borrowing Base Certificate, except that no Account will be an Eligible Account Receivable if:

(1) such Account has been outstanding for more than 90 days after the original invoice date or more than 60 days after the original due date relating to such invoice;

(2) such Account is owed by an Account Debtor (or its Affiliates) where 50% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (1) above;

(3) such Account is owed by an Account Debtor that is an Affiliate of any Loan Party or an employee or agent of any Loan Party or any Affiliate of any Loan Party;

(4) such Account is owed by an Account Debtor who is either (i) the United States or any department, agency, or instrumentality of the United States or the federal government of Canada or any department, agency, crown corporation or instrumentality thereof (exclusive, however, of Accounts with respect to which Loan Parties have complied, to the reasonable satisfaction of the Administrative Agent, with the Assignment of Claims Act, 31 USC §3727 or the Financial Administration Act (Canada), as applicable), or (ii) any state of the United States or province or territory of Canada or any other Governmental Authority not covered by the preceding clause (i) (exclusive, however, of Accounts with respect to which (x) the Loan Parties have complied with any applicable State, provincial or local laws comparable to the foregoing) or (y) provincial or local law does not restrict or render ineffective assignment of such Accounts;

(5) such Account is owed by an Account Debtor whose total obligations together with those of its Affiliates owing to Loan Parties exceed 15% of all Eligible Accounts Receivable, to the extent of the obligations owing by such Account Debtor and its Affiliates in excess of such percentage; provided, that in each case, the amount of Eligible Accounts Receivable that are excluded because they exceed the foregoing percentage shall be determined by Administrative Agent based on all of the otherwise Eligible Accounts Receivable of all types prior to giving effect to any eliminations based upon the foregoing concentration limit;

(6) such Account is not subject to the first priority (other than a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y)), valid and perfected Lien of the Administrative Agent as to such Account;

(7) a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (a) Liens granted to the Administrative Agent, for its own benefit and the benefit of the other Secured Parties pursuant to the Security Documents, (b) a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y) or other Permitted Lien arising by operation of law, or (c) a Lien that is permitted under Section 6.3(g), 6.3(n)(iii), 6.3(p), 6.3(x) or 6.3(aa) and, in each case, junior in priority to the Liens securing the Obligations);

(8) (i) such Account does not constitute the legal, valid and binding obligation of the applicable Account Debtor enforceable in accordance with its terms or (ii) such Account arises in a transaction wherein the goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional;

(9) such Account is owing by a supplier or creditor or is otherwise disputed, or a claim, counterclaim, discount, deduction, reserve, allowance, recoupment or offset has been asserted with respect thereto by the applicable Account Debtor (in each case, only to the extent of the relevant dispute, claim, counterclaim, discount, deduction, reserve, allowance, recoupment or offset);

(10) such Account is owed by an Account Debtor that is subject to a bankruptcy proceeding of the type specified in Section 7.1(f) of the Prepetition ABL Agreement or that is

liquidating, dissolving or winding up its affairs or otherwise deemed not creditworthy by the Administrative Agent in its Permitted Discretion;

(11) such Account does not conform with a covenant or representation contained in this Agreement or the Guarantee and Collateral Agreement as to such Account;

(12) such Account is evidenced by Chattel Paper or an Instrument (each as defined in the Guarantee and Collateral Agreement) of any kind, or has been reduced to judgment;

(13) such Account includes a billing for interest, fees or late charges, but ineligibility will be limited to the extent thereof;

(14) such Account arises out of the Pfizer prepaid customer stability program (for so long as the revenue related thereto constitutes deferred revenue);

(15) such Account is owed by an Account Debtor which is owed sums by the Borrower and its Restricted Subsidiaries (with ineligibility limited to the amount owed to such Account Debtor by the Borrower and its Restricted Subsidiaries);

(16) such Account is owed by a franchisee which is in default under its franchise agreement;

(17) such Account represents amounts owed by the national advertising fund related to marketing activities of the Borrower and its Subsidiaries;

(18) such Account represents interest, principal or finance charges owed by franchisees;

(19) such Account represents rent due from franchisees;

(20) such Account is owed by an Account Debtor that is a Sanctioned Person or on any specially designated nationals list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or a similar list maintained by the Government of Canada, or, to the knowledge of the Borrower or the applicable Guarantor is not able to bring suit or enforce remedies against the Account Debtor through judicial or arbitral process;

(21) such Account is owed by an Account Debtor that is organized outside of the United States or Canada, unless (x) such Account is supported by a letter of credit (delivered to and directly drawable by the Administrative Agent) reasonably satisfactory to the Administrative Agent, or (y) the billing in respect of such Account is made to a branch or office of such Account Debtor that is located in the United States or Canada;

(22) the goods giving rise to such Account have not been delivered to the Account Debtor or to a third party (to the extent title passes to the Account Debtor upon delivery to such third party), the goods giving rise to such Account have been returned by the Account Debtor, or it otherwise does not represent a final sale (it being understood that the returnability of

good will not give rise to a transaction not representing a final sale) or title to the goods has not passed to the Account Debtor;

(23) its payment has been extended beyond the terms set forth in the invoice related thereto (and in any event if its payment has been extended beyond 90 days after the original invoice date or 60 days after the original due date relating to such invoice);

(24) such Account is an Account in respect of which there are unapplied collections (with ineligibility limited to the amount of such unapplied collections);

(25) such Account is owed by an Account Debtor with respect to which return reserves are maintained (with ineligibility limited to the amount of such reserve); or

(26) such account has been or is required to be charged or written off as uncollectible in accordance with GAAP.

If any Account at any time ceases to be an Eligible Accounts Receivable, then such Account will promptly be excluded from the calculation of the Borrowing Base.

Notwithstanding anything to the contrary herein, Eligible Accounts Receivable shall include Eligible Gift Card Receivables after the delivery to the Administrative Agent of a field examination in respect thereof that is reasonably satisfactory to the Administrative Agent and addressed to the Administrative Agent (and, for the avoidance of doubt, Eligible Accounts Receivable shall not include Eligible Gift Card Receivables at any time prior to the delivery of such field examination).

"Eligible Assignee": (i) any Lender, any Affiliate of a Lender and any Approved Fund and (ii) any commercial bank, insurance company, investment or mutual fund or other entity that is an "accredited investor" (as defined in Regulation D under the Securities Act of 1933) and which extends credit or buys loans in the ordinary course, other than, in each case, a natural person, a Defaulting Lender or a Disqualified Institution. For the avoidance of doubt, (x) Disqualified Institutions shall be subject to Section 9.4(h) and (y) in no event shall Parent, the Borrower or any of their Subsidiaries or Affiliates be an Eligible Assignee.

"Eligible Credit Card Receivables": all Credit Card Processor Accounts (net of all associated fees) of the Loan Parties that constitute proceeds from the sale or disposition of Inventory in the ordinary course of business and that are reflected in the most recent Borrowing Base Certificate, except that no Credit Card Processor Account will be an Eligible Credit Card Receivable if:

(1) such Credit Card Processor Account has been outstanding for more than five Business Days from the date of sale;

(2) such Credit Card Processor Account is not subject to the first priority (other than a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y)), valid and perfected Lien of the Collateral Agent as to such Credit Card Processor Account;

(3) a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (a) Liens granted to the Administrative Agent, for its own benefit and the benefit of the other Secured Parties pursuant to the Security Documents, (b) a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h) 6.3(i), 6.3(k), 6.3(w) or 6.3(y) or other Permitted Lien arising by operation of law, or (c) a Lien that is permitted under Section 6.3(g), 6.3(n)(iii), 6.3(p), 6.3(x) or 6.3(aa) and, in each case, junior in priority to the Liens securing the Obligations);

(4) such Credit Card Processor Account does not constitute the legal, valid and binding obligation of the applicable Credit Card Processor enforceable in accordance with its terms;

(5) such Credit Card Processor Account is disputed, or a claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback has been asserted with respect thereto by the applicable Credit Card Processor (but only to the extent of such dispute, claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback);

(6) such Credit Card Processor Account is owed by a Credit Card Processor that is subject to a bankruptcy proceeding of the type specified in Section 7.1(f) of the Prepetition ABL Agreement or that is liquidating, dissolving or winding up its affairs or otherwise deemed not creditworthy by the Administrative Agent in its Permitted Discretion;

(7) such Credit Card Processor Account does not conform with a covenant or representation contained in this Agreement or the Guarantee and Collateral Agreement as to such Credit Card Processor Account;

(8) such Credit Card Processor Account is evidenced by Chattel Paper or an Instrument (each as defined in the Guarantee and Collateral Agreement) of any kind, or has been reduced to judgment;

(9) such Credit Card Processor Account includes a billing for interest, fees or late charges, but ineligibility will be limited to the extent thereof;

(10) such Credit Card Processor Account is owed by a Credit Card Processor that is organized outside of the U.S. or Canada; or

(11) such Credit Card Processor Account has been or is required to be charged or written off as uncollectible in accordance with GAAP.

Anything contained herein to the contrary notwithstanding, for purposes of determining the amount of Eligible Credit Card Receivables in the Borrowing Base at any time, any Credit Card Processor Account that otherwise meets the requirements for Eligible Credit Card Receivables may be included in such calculation even though the same does not constitute proceeds from the sale or disposition of Inventory; *provided* that such amount will be subject to adjustment as may be required by the Administrative Agent at any time and from time to time to reflect such fact. To the extent requested by the Administrative Agent, a notice reasonably satisfactory to the Administrative Agent and the Borrower shall be sent to each Credit Card Processor with respect to the Liens created under the Security Documents.

If any Credit Card Processor Account at any time ceases to be an Eligible Credit Card Receivable, then such Credit Card Processor Account will promptly be excluded from the calculation of the Borrowing Base.

"Eligible Gift Card Receivables": all Gift Card Accounts of the Loan Parties that constitute proceeds from the sale or disposition of Loan Party gift cards pursuant to a Gift Card Agreement and that are reflected in the most recent Borrowing Base Certificate, except that no Gift Card Account will be an Eligible Gift Card Receivable if:

1. such Gift Card Account has been outstanding for more than 90 days from the date of sale of the relevant gift cards;

2. such Gift Card Account is not subject to the first priority (subject to a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y)), valid and perfected Lien of the Collateral Agent as to such Account;

3. a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (a) Liens granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties pursuant to the Security Documents, (b) a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y), or other Permitted Lien arising by operation of law, or (c) a Lien that is permitted under Section 6.3(g), 6.3(n)(iii), 6.3(p), 6.3(x) or 6.3(aa) and, in each case, junior in priority to the Liens securing the Obligations);

4. such Gift Card Account does not constitute the legal, valid and binding obligation of the applicable Gift Card Administrator enforceable in accordance with its terms;

5. such Gift Card Account is disputed, or a claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback has been asserted with respect thereto by the applicable Gift Card Administrator (but only to the extent of such dispute, claim, counterclaim, discount, deduction, reserve, allowance, recoupment, offset or chargeback);

6. such Gift Card Account is owed by a Gift Card Administrator that is subject to a bankruptcy proceeding of the type specified in Section 7.1(f) of the Prepetition ABL Agreement or that is liquidating, dissolving or winding up its affairs or otherwise deemed not creditworthy by the Administrative Agent in its Permitted Discretion;

7. such Gift Card Account does not conform with a covenant or representation contained in this Agreement or the Guarantee and Collateral Agreement as to such Gift Card Account;

8. such Gift Card Account is evidenced by Chattel Paper or an Instrument (each as defined in the Guarantee and Collateral Agreement) of any kind, or has been reduced to judgment;

9. such Gift Card Account includes a billing for interest, fees or late charges, but ineligibility will be limited to the extent thereof; or

10. which the Administrative Agent otherwise determines is unacceptable for any reason whatsoever.

If any Gift Card Account at any time ceases to be an Eligible Gift Card Receivable, then such Gift Card Account will promptly be excluded from the calculation of the Borrowing Base.

"Eligible Inventory": all Inventory of a Loan Party reflected in the most recent Borrowing Base Certificate, except that no item of Inventory will be Eligible Inventory if such item:

(1) is not subject to the first priority (other than a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y)), valid and perfected Lien of the Collateral Agent as to such Inventory;

(2) a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than (a) Liens granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties pursuant to the Security Documents, (b) a Lien permitted under Section 6.3(a), 6.3(b), 6.3(h), 6.3(i), 6.3(k), 6.3(w) or 6.3(y) or other Permitted Lien arising by operation of law, or (c) a Lien that is permitted under Section 6.3(g), 6.3(n)(iii), 6.3(p), 6.3(x) or 6.3(aa) and, in each case, junior in priority to the Liens securing the Obligations);

(3) is slow moving (other than Inventory located at a clearance center that has been appropriately priced consistent with the Loan Parties' customary practices), obsolete, unmerchantable, defective, used or unfit for sale;

(4) does not conform in all material respects to the representations and warranties contained in this Agreement or the Guarantee and Collateral Agreement;

(5) is not owned only by one or more Loan Parties;

(6) is not finished goods or bulk inventory or raw materials, or which constitutes work-in-process, packaging and shipping material, supplies, samples, prototypes, bags, displays or display items, bill-and-hold goods, goods that are returned or marked for return (but not held for resale), or which constitutes goods held on consignment, or goods which are not of a type held for sale in the ordinary course of business;

(7) is not located in the United States or Canada (other than to the extent that it is in-transit to the United States or Canada and is not deemed ineligible in accordance with clause (12) of this definition);

(8) [reserved];

(9) [reserved];

(10) is being processed offsite at a third-party location or outside processor, or is in-transit to or from said third party location or outside processor;

(11) is the subject of a consignment by any Loan Party as consignor;

(12) is in transit, except that Inventory in transit will not be deemed ineligible if:

(a) it has been shipped (i) from a foreign location (other than Canada or the United States) for receipt by any Loan Party in Canada or the United States within forty-five (45) days of the date of shipment (and such shipment has not been delayed beyond such forty-five (45) day delivery time), or (ii) from a Canadian or United States location for receipt by any Loan Party in Canada or the United States within fifteen (15) days of the date of shipment (and such shipment has not been delayed beyond such fifteen (15) day delivery time), but, in either case, which has not yet been delivered to such Loan Party;

(b) it has been paid for in advance of shipment or is not being shipped by a carrier owned by or affiliated with the vendor;

(c) legal ownership thereof has passed to the applicable Loan Party or the Canadian Guarantor (or is retained by the applicable Loan Party) as evidenced by customary documents of title and such Inventory is not sold by a vendor that has a right to reclaim, divert shipment of, repossess, stop delivery, claim any reservation of title or otherwise assert Lien rights against such Inventory, or with respect to whom any Loan Party is in default of any obligations;

(d) either (i) such Inventory is subject to a negotiable document of title, in form reasonably satisfactory to the Administrative Agent, which shall, except as otherwise agreed by the Administrative Agent in its Permitted Discretion, have been endorsed to the Administrative Agent or an agent acting on its behalf or (ii) such Inventory is evidenced by a non-negotiable document of title, seaway bill, airway bill or other bill of lading in form reasonably acceptable to the Administrative Agent, or other shipping document reasonably acceptable to the Administrative Agent, which names the Administrative Agent as consignee (and/or if requested by the Administrative Agent, a Customs Broker Agreement shall have been delivered to Administrative Agent with respect thereto);

(e) it is insured to the reasonable satisfaction of the Administrative Agent; and

(f) it will be subject to the valid and perfected Lien of the Collateral Agent upon delivery to the applicable Loan Party.

(13) constitutes operating supplies, repair parts, labels or miscellaneous spare parts or other such materials not considered for sale in the ordinary course of business;

(14) is not reflected in a current perpetual inventory report (other than in transit Inventory that is otherwise Eligible Inventory) of the Loan Parties;

(15) is located at a closed store location;

(16) has an expiration date that has passed or that is estimated by the Borrower to occur within 30 days after the date of the applicable Borrowing Base Certificate;

(17) represents warehouse and merchandising supplies located at a distribution center;

(18) consists of loyalty program membership cards and media;

(19) constitutes promotional goods not intended for resale; or

(20) has been acquired from a Sanctioned Person on any specially designated nationals list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or a similar list maintained by the Government of Canada.

If any Inventory at any time ceases to be Eligible Inventory, such Inventory will promptly be excluded from the calculation of the Borrowing Base.

"Environmental Laws": any and all laws, rules, orders, regulations, statutes, ordinances, enforceable guidelines, codes, decrees, or other legally enforceable requirements of any international authority, foreign government, the United States or Canada, or any state, provincial, territorial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct for protection of the environment or of human health, or employee health and safety (as it relates to exposure to Hazardous Materials).

"Environmental Liability": any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any Restricted Subsidiary resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Permits": any and all permits, licenses, approvals, registrations, and other authorizations of a Governmental Authority required under any Environmental Law.

"ERISA": the Employee Retirement Income Security Act of 1974, as amended from time to time.

"ERISA Event" means (i) a Reportable Event with respect to any Single Employer Plan (excluding those for which the provision for 30 day notice to the PBGC has been waived by regulation); (ii) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Single Employer Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Single Employer Plan or the failure to make any required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Single Employer Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination

described in Section 4041(c) of ERISA; (iv) the withdrawal by any Loan Party or Commonly Controlled Entity from any Single Employer Plan with two or more contributing sponsors or the termination of any such Single Employer Plan resulting in liability to any Loan Party or Commonly Controlled Entity pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Single Employer Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Single Employer Plan; (vi) the imposition of liability on any Loan Party or Commonly Controlled Entity pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of any Loan Party or Commonly Controlled Entity in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by any Loan Party or Commonly Controlled Entity of notice from any Multiemployer Plan that it is insolvent, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 4068 of ERISA upon the property and rights to property belonging to any Loan Party or Commonly Controlled Entity; or (ix) a Canadian Pension Termination Event.

"Equivalent Amount": as defined in Section 1.8(c).

"EU Bail-In Legislation Schedule": the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Eurodollar": when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default": any of the events specified in Section 7, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Exchange Act": the Securities Exchange Act of 1934, as amended.

"Excluded Accounts": as defined in the definition of "Excluded Assets".

"Excluded Assets": the collective reference to:

1. any licenses, franchises, charters and authorizations of a Governmental Authority to the extent a security interest therein under the Loan Documents is prohibited by or would require the consent, license or approval of any Governmental Authority (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition);

2. any asset if the granting of a security interest under the Loan Documents in such asset would be prohibited by any (x) law, treaty, rule or regulation (including all applicable regulations and laws regarding assignments of and security interests in, government receivables) or a court or other Governmental Authority or would require the consent, license or approval of any Governmental Authority (other than proceeds thereof, to the extent the assignment of such

proceeds is effective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition and the assignment of such proceeds is not prohibited by applicable law and does not require the consent, license or approval of any Governmental Authority) or (y) contractual obligation (only to the extent such restriction is binding on such asset (i) on the Closing Date or (ii) on the date of the acquisition thereof and not entered into in contemplation thereof) (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition);

3. any lease, license or other agreement to the extent that a grant of a security interest therein under the Loan Documents would violate or invalidate such lease, license or agreement (except any such lease, license or agreement among Holdings and its Wholly-Owned Subsidiaries and except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order or other applicable law notwithstanding such prohibition);

4. Capital Stock (i) in any Person that is not a Wholly-Owned Subsidiary to the extent the pledge or other granting of a security interest under the Loan Documents in such Capital Stock would be prohibited by, or require a consent or approval under, organizational or governance documents or shareholders' or similar agreements of or with respect to such Person (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP Order, or other applicable law notwithstanding such prohibition) (ii) in Unrestricted Subsidiaries, broker-dealer Subsidiaries, not-for-profit Subsidiaries and captive insurance Subsidiaries;

5. any assets subject to a Lien permitted by Section 6.3(j) or 6.3(q) to the extent the documents governing such Lien prohibit, or require a consent or approval in order for, such assets to be subject to the Liens created by the Loan Documents (except to the extent such prohibition or restriction is ineffective under the Uniform Commercial Code, the Bankruptcy Court DIP order or other applicable law notwithstanding such prohibition);

6. any United States (or Canadian) intent-to-use application for registration of a trademark or service mark prior to the acceptance by the United States Patent and Trademark Office (or the Canadian Intellectual Property Office) of a statement of use or an amendment to allege use, to the extent and for so long as the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of, a Loan Party's right, title or interest therein or any trademark or service mark registration issued therefrom;

7. assets sold or otherwise disposed of to a Person who is not a Loan Party in compliance with Section 6.5;

8. "margin stock" within the meaning of Regulation U;

9. segregated trust fund accounts, payroll accounts, accounts used solely for making payments in respect of withholding taxes and employee benefits, trust accounts, and escrow accounts for the benefit of unaffiliated third parties, the "Operating Account" (as defined

in the Term Loan DIP Credit Agreement), and the cash collateral account established pursuant to the LC Cash Collateral Agreement (collectively, the "Excluded Accounts");

10. assets of broker-dealer Subsidiaries, not-for-profit Subsidiaries and captive insurance Subsidiaries;

11. "consumer goods" (as defined in the PPSA);

12. any Receivables for which the account debtor is incorporated or located in Iran; and

13. any Avoidance Actions (other than the proceeds thereof);

provided that (a) in the case of clauses 2(y), (3) and (5), such exclusion shall not apply (i) to the extent the prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code, the Bankruptcy Code or other applicable law or (ii) to proceeds of the assets referred to in such clause, the assignment of which is expressly deemed effective under Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code, the Bankruptcy Code or other applicable law and (b) assets described above shall no longer be "Excluded Assets" upon termination of the applicable prohibition or restriction described above that caused such assets to be treated as "Excluded Assets"; provided further that, Cash Equivalents shall not constitute Excluded Assets.

"Excluded Domestic Subsidiaries": GNC Intermediate IP Holdings, LLC, GNC Intellectual Property Holdings, LLC, Nutra Insurance Company, GNC Newco Parent LLC and GNC Supply Purchaser, LLC.

"Excluded Subsidiary": (a) [reserved], (b) [reserved], (c) [reserved], (d) [reserved], (e) the Excluded Domestic Subsidiaries, (f) any Restricted Subsidiary which is a limited partnership of which any Loan Party does not constitute the general partner, (g) [reserved], (h) any Subsidiary to the extent such Subsidiary's guaranteeing any of the Obligations or otherwise becoming a Loan Party is prohibited or restricted by any Requirement of Law or requires the consent, approval, license or authorization of any Governmental Authority (unless such consent, approval, license or authorization has been obtained (it being agreed that no Loan Party shall be under any obligation to seek the same)), (i) not-for-profit Subsidiaries, (j) any Subsidiary which is not a Wholly-Owned Subsidiary of Parent, (k) captive insurance Subsidiaries, (l) broker-dealer Subsidiaries, (m) special purpose receivables Subsidiaries, (n) [reserved], and (o) any Subsidiary with respect to which (i) the Administrative Agent and the Borrower reasonably agree that the cost or other consequences of providing a guarantee or granting Liens to secure the Obligations are likely to be excessive in relation to the value to be afforded thereby or (ii) in the case of any Person that becomes a Subsidiary after the Closing Date, providing such a guarantee or granting such Liens would reasonably be expected to result in material adverse tax consequences as determined in good faith by the Borrower and consented to by the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed); provided that any Subsidiary described above shall be deemed not to be an Excluded Subsidiary if the Borrower has notified the Administrative Agent in writing that such Subsidiary should not be treated as an Excluded Subsidiary (and solely for purposes of Section 5.10(c) and

the Security Documents, such Subsidiary shall be deemed to have been acquired at the time such notice is received by the Administrative Agent).

"Excluded Taxes": with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Loan Parties hereunder, (a) Taxes imposed on (or measured by) its overall net income (however denominated), franchise or similar Taxes imposed on it (in each case, in lieu of net income Taxes) and Backup Withholding Taxes imposed on it by (i) the United States of America, (ii) the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office or the office to which its interests, rights and obligations under this Agreement are assigned is located or (iii) any other jurisdictions (or any political subdivision thereof) as a result of a present or former connection between the Administrative Agent, such Lender or other recipient and such jurisdiction imposing such Tax other than a connection arising as a result of the execution or delivery of, receipt of any payments, exercise of any rights or performance of any obligations under, enforcement of or any transaction or other activities related to any Loan Document, (b) any branch profits Taxes imposed by the United States of America or any similar Tax imposed by any other jurisdiction in which the Borrower is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Borrower under Section 2.22(b)), any United States federal withholding Tax that is in effect and would apply to amounts payable (including, for the avoidance of doubt, commitment fees and other consent, amendment and similar fees) to such Foreign Lender at the time such Foreign Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to Section 2.20(a), (d) any Taxes that are attributable to a Foreign Lender's failure to comply with Section 2.20(e)(i) and (e) any Taxes imposed under, or as a result of the failure of such recipient to satisfy the applicable requirements under, FATCA.

"Existing Credit Agreement": as defined in the recitals hereto.

"Existing Letters of Credit": the letters of credit set forth on Schedule 1.1(a).

"Exit Conversion": as defined in Section 2.24(a).

"Exit ABL Credit Agreement": as defined in Section 2.24(b)(i).

"Exit FILO Loans": the loans under the Exit ABL Facility Credit Agreement.

"Exit ABL Term Sheet": the Term Sheet attached hereto as Exhibit I.

"Facility": the Loans and Commitments made or deemed made to the Borrower under this Agreement.

"FATCA": Sections 1471 through 1474 of the Code, as in effect on the date of this Agreement or any successor provision that is substantially the equivalent thereof, any current or future regulations or official interpretations thereof (including any revenue ruling, revenue procedure, notice or similar guidance issued by the Internal Revenue Service thereunder as a

precondition to relief or exemption from Taxes under such provisions and including any agreements entered into pursuant to Section 1471(b)(1) of the Code) and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"Federal Funds Effective Rate": for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"FILO Ad Hoc Group": the ad hoc group of holders of the FILO Term Loans represented by Paul, Weiss, Rifkind, Wharton & Garrison LLP.

"FILO Term Loan Commitment": as to any FILO Term Loan Lender, the obligation of such Lender, if any, to make FILO Term Loans in an aggregate principal amount not to exceed the amount set forth under the heading "FILO Term Loan Commitment" opposite such Lender's name on Schedule 2.1, or otherwise as set forth in or referred to on Schedule 2.1. The original aggregate amount of the total FILO Term Loan Commitments on the Closing Date is $275,000,000, the entire amount of which consists of Rolled-Up Commitments.

"FILO Term Loan Lender": prior to the Closing Date, each Lender that has a FILO Term Loan Commitment and, after the Closing Date, each Lender that is the holder of FILO Term Loans.

"FILO Term Loans": Loans deemed made by any Lender pursuant to Section 2.1.

"Final DIP Recognition Order": an order of the Canadian Court in the Recognition Proceedings, in form and substance satisfactory to the Required Lenders in their sole discretion, recognizing and enforcing the Final DIP Order in Canada.

"Final DIP Order": the final order of the Bankruptcy Court, approving the Facility on a final basis, in form and substance satisfactory to the Required Lenders and subject to Required FILO Ad Hoc Group Approval, in each case as the same may be amended, modified or supplemented from time to time with the express written consent of the Required Lenders and subject to Required FILO Ad Hoc Group Approval.

"Final DIP Order Entry Date": the date on which the Final DIP Order is entered on the docket of the Bankruptcy Court.

"Flood Insurance Laws": collectively, (i) the National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Foreign Lender": any Lender that is organized under the laws of a jurisdiction other than that of the United States of America. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary": any Subsidiary of the Borrower (other than the Canadian Guarantor and other than GNC Puerto Rico LLC) that is not a Domestic Subsidiary.

"GAAP": generally accepted accounting principles in the United States of America as in effect from time to time.

"GNC Parent LLC": as defined in the preamble hereto.

"Gift Card Accounts": accounts, receivables and/or payment intangibles owing to a Loan Party from a Gift Card Administrator pursuant to a Gift Card Agreement.

"Gift Card Administrator": any Person (other than a Loan Party or any Affiliate of any Loan Party) who offers, sells, administers and/or distributes gift cards of one or more of the Loan Parties.

"Gift Card Agreement": a gift card agreement between a Loan Party and a Gift Card Administrator.

"Governmental Authority": any nation or government, any state, province, territory or other political subdivision thereof and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government.

"Guarantee and Collateral Agreement": the Amended and Restated Guarantee and Collateral Agreement, dated as of the Closing Date executed and delivered by Parent and each Loan Party (other than the Canadian Guarantor), as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Guarantee Obligation": with respect to any Person (the "guaranteeing person"), any obligation of the guaranteeing person guaranteeing or having the economic effect of guaranteeing any Indebtedness, lease payments, dividend payments or other economic obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any Property constituting direct or indirect security for such primary obligation, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, in each case, so as to enable the primary obligor to pay such primary obligation, (iii) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term

Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business or customary indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or Disposition permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation (or portion thereof) in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"Guarantors": the collective reference to Holdings, GNC Parent LLC, Parent, the Canadian Guarantor, the Borrower (solely with respect to Cash Management Obligations between Qualified Counterparties and its Restricted Subsidiaries) and the Subsidiary Guarantors.

"Hazardous Materials": (i) petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and explosive or radioactive substances or (ii) any chemical, material, waste, substance or pollutant that is prohibited, limited or regulated pursuant to any Environmental Law.

"Hedge Agreements": all interest rate or currency swaps, caps or collar agreements, foreign exchange agreements, commodity contracts or similar arrangements entered into by the Borrower or its Restricted Subsidiaries providing for protection against fluctuations in interest rates, currency exchange rates, commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies.

"Holdings": as defined in the preamble hereto.

"Impacted Interest Period": as defined in the definition of "LIBO Rate".

"Indebtedness": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of Property or services (other than (i) trade accounts and accrued expenses payable in the ordinary course of business, (ii) any earn-out obligation unless such obligation is not paid after becoming due and payable or appears as a liability on the balance sheet of such Person and (iii) accruals for payroll and other liabilities accrued in the ordinary course of business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), but limited to the lesser of the fair market value of such Property and the principal amount of such Indebtedness if recourse is solely to such Property, (e) all Capital Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under bankers' acceptances, letters of credit, surety bonds and similar instruments (except unsecured and unmatured reimbursement

obligations in respect thereof obtained in the ordinary course of business to secure the performance of obligations that are not Indebtedness pursuant to another clause of this definition), (g) the liquidation value of all Disqualified Capital Stock of such Person, to the extent mandatorily redeemable in cash prior to the date which is the 91st day after the Maturity Date (other than in connection with change of control events and asset sales and other Disposition and casualty events to the extent that the terms of such Capital Stock provide that such Person may not redeem any such Capital Stock in connection with such change of control event or asset sale or other Disposition or casualty event unless such redemption is subject to the prior payment in full of the Obligations), (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above; (i) all obligations of the kind referred to in clauses (a) through (h) above secured by any Lien on Property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligations (but limited to the lesser of the fair market value of such Property and the principal amount of such obligations) and (j) the net obligations of such Person in respect of Hedge Agreements solely for the purposes of Section 6.2 and Section 7.

"Indemnified Taxes": Taxes other than Excluded Taxes.

"Initial Recognition Order" means an order of the Canadian Court, in form and substance acceptable to the Required Lenders in their sole discretion, among other things, recognizing the Chapter 11 Cases as foreign main proceedings under Part IV of the CCAA.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, Canadian, state, multinational or foreign laws or otherwise, including, without limitation, copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses, service marks, technology, know-how and processes, recipes, formulas, trade secrets, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercreditor Agreements": the Prepetition Intercreditor Agreement and any other intercreditor agreement entered into by or among any Representatives and the Loan Parties, in each case as in effect from time to time.

"Interest Election Request": a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.10.

"Interest Payment Date": (a) with respect to any ABR Loan, the last day of each month, and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and the Maturity Date of the Facility.

"Interest Period": with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two or three months thereafter, provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of a Eurodollar Borrowing only, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period pertaining to a Eurodollar Borrowing that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Interim CCAA Order": the order issued by the Canadian Court in form and substance acceptable to the Required Lenders in their sole discretion, which provides, among other things, an interim stay against the Loan Parties in Canada and which order shall have been entered by the Canadian Court as soon as practicable after the filing of the Chapter 11 Cases and before the "first day" hearing before the Bankruptcy Court.

"Interim DIP Order": the order of the Bankruptcy Court, approving the Facility on an interim basis, substantially in the form of Exhibit J hereto.

"Interim DIP Order Entry Date": the date on which the Interim DIP Order is entered on the docket of the Bankruptcy Court.

"Interim DIP Recognition Order" the order issued by the Canadian Court in form and substance acceptable to the Required Lenders in their sole discretion, which shall have been issued by the Canadian Court no later than three (3) Business Days after the entry of the Interim DIP Order and shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended in any respect without the written consent of the Required Lenders. For the avoidance of doubt the Interim DIP Recognition Order may be part of the Supplemental Order.

"Interpolated Rate": as defined in the definition of "LIBO Rate".

"Inventory": with respect to a Person, all of such Person's now owned and hereafter acquired inventory (as defined in the UCC and/or the PPSA), goods and merchandise, wherever located, in each case, to be furnished under any contract of service or held for sale or lease, all returned goods, raw materials, work-in-process, finished goods (including embedded software), other materials, and supplies of any kind, nature or description which are used or consumed in such Person's business or used in connection with the packing, shipping, advertising, selling, or finishing of such goods, merchandise and other property, and all documents of title or other documents representing the foregoing.

"Investments": as defined in Section 6.8.

"IRS": the United States Internal Revenue Service.

"LC Cash Collateral Agreement": the Cash Collateral Agreement, dated as of [●], 2020 between General Nutrition Centers, Inc. and JPMorgan Chase Bank, N.A.

"Lender Parties": as defined in Section 9.16.

"Lenders": the Persons listed on Schedule 2.1 and any other Person that rolled up its Prepetition FILO Loans pursuant to Section 2.1, provided a FILO Term Loan Commitment or shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"LIBO Rate": with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in length to such Interest Period as displayed on page LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "Screen Rate") at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; provided that if the Screen Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; provided, further that, if the Screen Rate shall not be available at such time for such Interest Period (an "Impacted Interest Period") with respect to Dollars, then the LIBO Rate shall be the Interpolated Rate at such time. "Interpolated Rate" means, at any time, the rate per annum (rounded to the same number of decimal places as the Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in Dollars) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for Dollars) that exceeds the Impacted Interest Period, in each case, at such time.

"Lien": any mortgage, pledge, hypothecation, security assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing); provided that in no event shall an operating lease in and of itself constitute a Lien.

"Loan": any FILO Term Loan deemed made by any Lender pursuant to this Agreement.

"Loan Documents": this Agreement, the Security Documents, the Prepetition Intercreditor Agreement and the Notes.

"Loan Parties": the Borrower and the Guarantors.

"Material Adverse Effect": (a) a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Loan Parties and their Restricted Subsidiaries, taken as a whole, (b) a material and adverse effect on the rights and remedies of the Administrative Agent, the Collateral Agent and Lenders, taken as a whole, under the Loan Documents or (c) a material and adverse effect on the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents; provided that the Lenders agree that none of the following shall constitute a Material Adverse Effect under clause (a) hereof: (i) the COVID-19 pandemic and the direct and indirect effects of the COVID-19 pandemic upon the Loan Parties (provided that the exception in this clause (i) shall not apply to the extent that such pandemic and the direct and indirect effects thereof are disproportionately adverse to the Loan Parties, taken as whole, as compared to other companies in similar lines of business that the Loan Parties operate), (ii) the Chapter 11 Cases, Recognition Proceedings and/or the events and conditions related and/or leading up to or following the commencement of the Chapter 11 Cases and Recognition Proceedings, (iii) any defaults under agreements that are stayed under the Bankruptcy Code or CCAA, as applicable, as a result of the Chapter 11 Cases or Recognition Proceedings, (iv) reduction in payment terms by suppliers, reclamation claims, and any "going concern" or other qualification, exception or explanatory note in the Loan Parties' audited financial statements, (iv) any matters publicly disclosed prior to the Closing Date, (v) any matters disclosed in the "first day orders" and "second day orders" entered by the Bankruptcy Court at the time of the commencement of the Chapter 11 Cases, and (vi) any matters disclosed in the Schedules hereto.

"Material Debt": Indebtedness (other than Indebtedness constituting Obligations), or obligations in respect of one or more Hedge Agreements (other than to the extent constituting Obligations), of any one or more of Parent, the Borrower or any Restricted Subsidiary in an aggregate principal amount exceeding $10,000,000. For purposes of determining Material Debt, the "obligations" of Parent, the Borrower or any Restricted Subsidiary in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Parent, the Borrower or such Restricted Subsidiary would be required to pay if such Hedge Agreement were terminated at such time.

"Maturity Date": the earliest to occur of (i) [●][1], (ii) the date that is 35 days (or such later date as the Required Lenders may agree) after the Petition Date if the Final DIP Order has not been entered prior to the expiration of such 35-day period, (iii) the date the Bankruptcy Court orders the conversion of the Chapter 11 Cases to a Chapter 7 liquidation or the dismissal of the Chapter 11 Cases, (iv) the acceleration of the Loans and the termination of the Commitment under the Facility, (v) the sale of all or substantially all of the Loan Parties' assets and (vi) the consummation of a Chapter 11 plan of reorganization for the Loan Parties; provided that if the Exit Conversion occurs, the Loans shall not be paid in cash and shall convert in accordance with the terms and conditions set forth in Section 2.23.

"Maximum Rate": as defined in Section 9.17.

[1] To be date that is 6 months from Petition Date.

"Milestones": the "DIP Term Milestones" as defined in the Bankruptcy Court DIP Order (which Milestones may be extended in writing by the Required Lenders).

"Moody's": Moody's Investor Services, Inc.

"Multiemployer Plan": a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which the Borrower or any Commonly Controlled Entity contributes or has an obligation to contribute or with respect to which the Borrower or any Commonly Controlled Entity has any liability (including if such liability was imposed pursuant to Section 4212(c) of ERISA).

"Net Cash Proceeds": (a) in connection with any Recovery Event, the proceeds thereof received by the Loan Parties in the form of cash and Cash Equivalents of such Recovery Event, net of the sum of (i) out-of-pocket attorneys' fees, accountants' fees and investment banking and advisory fees incurred by the Loan Parties in connection with such Recovery Event, (ii) principal, premium or penalty, interest and other amounts required to be paid in respect of Indebtedness secured by the asset subject to such Recovery Event and that is required to be repaid in connection with such Recovery Event (other than Indebtedness under the Loan Documents), (iii) other out-of-pocket fees and expenses actually incurred in connection therewith, (iv) taxes (and the amount of any distributions made pursuant to Section 6.6 to permit Parent or any direct or indirect parent company of the Parent to pay taxes) (including, without limitation, sales, transfer, deed or mortgage recording taxes) paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), (v) in the case of any Recovery Event by a Restricted Subsidiary that is not a Wholly Owned Subsidiary, the pro-rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (v)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a Restricted Subsidiary that is a Wholly Owned Subsidiary as a result thereof and (vi) any reserve established in accordance with GAAP; provided that such reserved amounts shall be Net Cash Proceeds to the extent and at the time of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any such reserve, and (b) in connection with any issuance or incurrence of any Indebtedness or Capital Stock, the cash proceeds received by the Loan Parties from such issuance or incurrence, net of attorneys' fees, investment banking and advisory fees, accountants' fees, underwriting discounts and commissions and other customary fees, costs and expenses actually incurred in connection therewith, any swap breakage costs and other termination costs related to Hedge Agreements and any other fees and expenses actually incurred in connection therewith), in each case as determined reasonably and in good faith by a Responsible Officer of the Borrower.

"Net Orderly Liquidation Value": with respect to Eligible Inventory, the net appraised liquidation value thereof (expressed as a percentage of the Cost of such Inventory) as determined from time to time by an Acceptable Appraiser in accordance with Section 5.6.

"Non-Consenting Lender": as defined Section 2.22(c).

"Nonpublic Information": information which has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

"Note": any promissory note evidencing any FILO Term Loan substantially in the form of Exhibit D.

"NYFRB": the Federal Reserve Bank of New York.

"NYFRB Rate": for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further, that the NYFRB Rate shall in no event be determined for any day to be lower than the Federal Funds Effective Rate for such day (to the extent that the Federal Funds Effective Rate is published for such day or for the immediately preceding Business Day).

"Obligations": the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower or any other Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans (including, without limitation, the Rolled-Up Obligations) and all other obligations and liabilities of the Loan Parties to the Administrative Agent, the Collateral Agent or to any Lender, any Qualified Counterparty, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred or deemed incurred, which may arise under, out of, or in connection with, this Agreement or any other Loan Document, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees, charges and disbursements of counsel to the Arranger, to the Administrative Agent, to the Collateral Agent or to any Lender that are required to be paid by the Borrower or any other Loan Party pursuant hereto), and any Cash Management Obligations; provided, that (i) obligations of the Borrower or any Restricted Subsidiary under any Cash Management Obligations shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (ii) any release of Collateral or Guarantors effected in the manner permitted by this Agreement or any Security Document shall not require the consent of holders of any Cash Management Obligations.

"Operating Account": the deposit account at JPMorgan Chase Bank, N.A. maintained by the Borrower (as the "Borrower" under the Term Loan DIP Credit Agreement) as the "Operating Account" under the Term Loan DIP Credit Agreement and having an account number with the last four digits 9152.

"Organizational Documents": with respect to any Person, (i) in the case of any corporation, the certificate of incorporation or articles of incorporation and by-laws (or similar constitutive documents) of such Person, (ii) in the case of any limited liability company, the certificate or articles of formation or organization and operating agreement (or similar constitutive documents) of such Person, (iii) in the case of any limited partnership, the certificate

of formation and limited partnership agreement (or similar constitutive documents) of such Person, (iv) in the case of any general partnership, the partnership agreement (or similar constitutive document) of such Person, (v) in the case of any unlimited liability company, the memorandum of association, and (vi) in any other case, the functional equivalent of the foregoing.

"Other Taxes": any and all present or future recording, stamp or documentary or any other excise or property Taxes, charges or similar levies imposed by any Governmental Authority arising from any payment made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Overnight Bank Funding Rate": for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Parent": as defined in the preamble hereto.

"Participant": as defined in Section 9.4(b)(vi).

"PBGC": the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (or any successor).

"Permitted Discretion": the reasonable credit judgment in good faith and in accordance with customary business practices for comparable asset-based lending transactions, and as it relates to the modification of eligibility standards and criteria shall require that (a) such modification after the Closing Date be based on the analysis of facts or events (i) first occurring or first discovered by the Administrative Agent after the Closing Date or (ii) that are materially different from the facts or events occurring or known to the Administrative Agent on the Closing Date, unless the Borrower and the Administrative Agent otherwise agree in writing, and (b) the effect of any adjustment or imposition of exclusionary criteria be a reasonable quantification (as reasonably determined by the Administrative Agent) of the incremental dilution of the applicable Borrowing Base attributable to such contributing factors.

"Permitted Liens": Liens permitted by Section 6.3.

"Person": an individual, partnership, corporation, limited liability company, unlimited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"Petition Date": [●], 2020.

"Plan": at a particular time, any employee benefit plan that is covered by ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such Plan were terminated at such time, would under Section 4062 or Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Platform": as defined in Section 5.2.

"Pledged Capital Stock": as defined in the Guarantee and Collateral Agreement.

"PPSA": the Personal Property Security Act (Ontario) or the equivalent legislation (including the *Civil Code* (Quebec)) in any other applicable province or territory of Canada.

"Prepetition ABL Agent": JPMorgan Chase Bank, N.A., in its capacity as administrative agent under any of the Prepetition ABL Loan Documents or any successor administrative agent.

"Prepetition ABL Agreement": that certain ABL Credit Agreement, dated as of February 28, 2018 (the "Prepetition Credit Closing Date") (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), among Parent, the Borrower, the Subsidiaries party thereto as borrowers, the several banks and other financial institutions or entities from time to time party thereto as lenders and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent.

"Prepetition ABL Loan Documents": the Prepetition ABL Agreement and the other "Loan Documents" under and as defined in the Prepetition ABL Agreement.

"Prepetition ABL Loan Indebtedness": Indebtedness of Parent, the Borrower or any Guarantor outstanding, or secured, under the Prepetition ABL Loan Documents.

"Prepetition Agents": the Prepetition Term Loan Agent and the Prepetition ABL Agent.

"Prepetition Borrowing Base Certificate": the "Borrowing Base Certificate" (as defined in the Prepetition ABL Agreement) most recently delivered by the Borrower under the Prepetition ABL Agreement prior to the Petition Date.

"Prepetition Convertible Notes Documents": the Prepetition Convertible Notes Indenture and the other documents evidencing Indebtedness for borrowed money executed in connection therewith.

"Prepetition Convertible Notes Indenture": as defined in the definition of "Prepetition Convertible Senior Notes".

"Prepetition Convertible Senior Notes": the 1.50% Convertible Senior Notes due August 15, 2020 issued under that certain indenture dated as of August 10, 2015, among Holdings, Parent, the Borrower and the other subsidiaries party thereto, and Bank of New York Mellon Trust Company, N.A., as trustee (such indenture, the "Prepetition Convertible Notes Indenture").

"Prepetition Convertible Senior Note Indebtedness": Indebtedness of Holdings, the Borrower or any Guarantor under the Prepetition Convertible Notes Documents.

"Prepetition Credit Closing Date": as defined in the definition of "Prepetition ABL Agreement".

"Prepetition FILO Lenders": the lenders of the Prepetition FILO Loans.

"Prepetition FILO Loans": the "FILO Term Loans" under and as defined in the Prepetition ABL Agreement.

"Prepetition Intercreditor Agreement": the Intercreditor Agreement, dated as of February 28, 2018, by and among the Prepetition Term Loan Agent, the Prepetition Term Loan Collateral Agent, the Prepetition ABL Agent, Parent, the Borrower and its Restricted Subsidiaries parties thereto, as amended, restated, supplemented or otherwise modified from time to time.

"Prepetition Lenders": the Prepetition Term Loan Lenders, the Prepetition FILO Lenders and the Prepetition Revolving Lenders.

"Prepetition Loan Documents": the Prepetition ABL Loan Documents, the Prepetition Term Loan Documents and the Prepetition Convertible Notes Documents.

"Prepetition Obligations": the Prepetition Term Loan Obligations, the Prepetition ABL Loan Indebtedness and the Prepetition Convertible Senior Note Indebtedness.

"Prepetition Revolving Lenders": the lenders of the Prepetition Revolving Loans.

"Prepetition Revolving Loans": the "Revolving Credit Loans" under and as defined in the Prepetition ABL Agreement.

"Prepetition Term Loan Agent": JPMorgan Chase Bank, N.A., in its capacity as administrative agent under the Prepetition Term Loan Documents or any other successor administrative agent.

"Prepetition Term Loan Agreement": 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 12, 2020, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time), among Parent, the Borrower, the several banks and other financial institutions or entities from time to time party thereto as lenders, the Prepetition Term Loan Collateral Agent and the Prepetition Term Loan Agent.

"Prepetition Term Loan Collateral Agent": GLAS Trust Company LLC, in its capacity as collateral agent under any of the Prepetition Term Loan Documents or any successor collateral agent.

"Prepetition Term Loan Documents": the "Loan Documents" as defined in the Prepetition Term Loan Agreement.

"Prepetition Term Loan Lenders": the lenders of the Prepetition Term Loans.

"Prepetition Term Loan Obligations": the "Obligations" under and as defined in the Prepetition Term Loan Agreement.

"Prepetition Term Loans": the "Loans" under and as defined in the Prepetition Term Loan Agreement.

"Primary Related Party": as defined in Section 9.3(b).

"Prime Rate": the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent in its reasonable discretion) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent in its reasonable discretion). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Property": any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock.

"PTE": a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Qualified Counterparty": with respect to any Cash Management Obligations, (i) each counterparty that constituted a "Qualified Counterparty" under and as defined in the Prepetition ABL Agreement as of the Petition Date and (ii) any counterparty thereto that, at the time such Cash Management Obligations were entered into or on the Closing Date, was a Lender or an affiliate of a Lender.

"Qualified Capital Stock": Capital Stock that is not Disqualified Capital Stock.

"Qualifying Acquisition": any acquisition of all or substantially all assets of a Person, a line of business, or other bulk purchase transaction not prohibited under this Agreement so long as such acquisition or bulk purchase transaction is in respect of the same or like businesses (or a generally related or ancillary line of business or a reasonable extension thereof) as those carried on by a Loan Party as of the Closing Date.

"Receivable": as defined in the Guarantee and Collateral Agreement.

"Recognition Proceedings" has the meaning specified in the recitals hereto.

"Recovery Event": any settlement of, or payment in respect of, any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any of its Restricted Subsidiaries (other than assets consisting of Term Priority Collateral or otherwise subject to a Permitted Lien).

"Register": as defined in Section 9.4(b)(iv).

"Regulation FD": Regulation FD as promulgated by the US Securities and Exchange Commission under the Securities Act and Exchange Act as in effect from time to time.

"Regulation U": Regulation U of the Board as in effect from time to time.

"Reinvestment Deferred Amount": with respect to any Reinvestment Event, the aggregate amount of Net Cash Proceeds received by the Borrower or any of its Restricted Subsidiaries in connection therewith that are not applied to prepay the Loans pursuant to Section 2.15(b) as a result of the delivery of a Reinvestment Notice.

"Reinvestment Event": any Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

"Reinvestment Notice": a written notice executed by a Responsible Officer stating that the Borrower (or a Restricted Subsidiary) intends and expects to use all or a portion of the amount of Net Cash Proceeds of a Recovery Event to restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in its or such Restricted Subsidiary's business.

"Reinvestment Prepayment Amount": with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in the Borrower's or a Restricted Subsidiary's business.

"Reinvestment Prepayment Date": with respect to any Reinvestment Event, the earlier of (a) the date occurring six months after such Reinvestment Event and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, restore, rebuild, repair, construct, improve, replace or otherwise acquire assets useful in the Borrower's or the applicable Restricted Subsidiary's business with all or any portion of the relevant Reinvestment Deferred Amount.

"Related Parties": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Replacement Liens": with respect to any Lien, any modification, replacement, renewal or extension of such Lien; provided that (i) such modification, replacement, renewal or extension of such Lien does not extend to any additional property other than (A) after-acquired property (to the extent such after-acquired property would have been subject to such Lien prior to such modification, replacement, renewal or extension) and (B) proceeds and products thereof, and (ii) any Indebtedness secured by such Liens is permitted by Section 6.2.

"Reportable Event": any of the "reportable events" set forth in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Single Employer Plan, other than those events as to which notice is waived pursuant to PBGC Regulation § 4043 as in effect on the Closing Date (no matter how such notice requirement may be changed in the future).

"Representative": with respect to Indebtedness permitted to be incurred pursuant to Section 6.2 (and permitted to be secured by all or any portion of the Collateral pursuant to Section 6.3), the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

"Required FILO Ad Hoc Group Approval": as defined in Section 1.9.

"Required Lender Representative": as defined in Section 1.5.

"Required Lenders": at any time, the holders of more than 50% of the aggregate unpaid principal amount of the FILO Term Loans then outstanding; provided that at no time will FILO Term Loans held by Defaulting Lenders be included in determining whether the "Required Lenders" threshold is met.

"Requirement of Law": as to any Person, the Certificate of Incorporation and By Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Requirement of Tax Law": as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority relating to Taxes, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Reserves": reserves against the Borrowing Base consisting of, and limited to, one or more of the categories of "Reserves" set forth in the Prepetition ABL Agreement. On or before the date of delivery of each Borrowing Base Certificate, the Borrower and the Required Lender Representative shall establish in good faith the amount in Dollars corresponding to each such category of Reserves to be set forth in such Borrowing Base Certificate (i) employing methodology and criteria consistent with that employed by the Prepetition ABL Agent in establishing the reserves set forth in the Prepetition Borrowing Base Certificate and (ii) based upon information provided to the Required Lender Representative by the Borrower; provided that (x) imposition of Reserves in categories that are not listed on Schedule 1.1(c)[2] shall require the written consent of Lenders holding at least 66⅔% of the aggregate amount of the FILO Term Loans, (y) amounts of "Landlord Lien Reserves" and "Collateral Access Reserves" may only increase from the respective amounts set forth for such Reserves in the Prepetition Borrowing Base Certificate with the written consent of Lenders holding at least 66⅔% of the aggregate

[2] NTD: Such categories to consist of Landlord Lien Reserve, Collateral Access Reserve, Gift Cards (50% of G/L Liability), Customer Deposits (100% of G/L Liability), Canadian Sales Tax (in USD), Canadian Priority Payroll – WEPPA (in USD), Canadian 3PL, Royalties on Licensed Product, Designated Hedging Reserves (i.e., if company obtains swaps in the future), Reserves for any judgment Liens that encumber Collateral included in the Borrowing Bases not to exceed the amount of such judgment.

amount of the FILO Term Loans, and (z) any reduction in the amounts of "Landlord Lien Reserves" and "Collateral Access Reserves" shall be made only by written request from the Borrower to the Required Lender Representative and shall require the written consent of Lenders holding at least 66⅔% of the aggregate amount of the FILO Term Loans. The amount of any Reserve or change in any Reserve shall have a reasonable relationship to the event, condition or other matter that is the basis for such Reserve or such change. No Reserves or changes in Reserves shall be duplicative of Reserves or changes already accounted for through exclusions in the definitions of Eligible Accounts Receivable, Eligible Inventory, Eligible Gift Card Receivables and Eligible Credit Card Receivables (including advance rates) or shall constitute a general reserve applicable to all Eligible Inventory, all Eligible Accounts Receivable, Eligible Gift Card Receivables and/or all Eligible Credit Card Receivables that is the functional equivalent of a decrease in advance rates. In the event of a dispute between the Borrower and the Required Lender Representative regarding the amount of any such Reserve, the Borrower shall submit such dispute to the Bankruptcy Court for determination, and a Reserve shall be established in the amount (if any) so determined by the Bankruptcy Court. At any time that no Required Lender Representative has been appointed, each reference to the Required Lender Representative in this defined term shall be deemed to refer to the Required Lenders, which shall be deemed to have agreed to the amount of each category of fluctuating Reserves so established by the Borrower in the applicable Borrowing Base Certificate unless objected to by the Required Lenders in writing within three (3) Business Days following delivery of such Borrowing Base Certificate to the Lenders and (to the extent named in Section 9.1) the Ad Hoc Committee Advisors).

"Resignation Effective Date": as defined in Section 8.9.

"Responsible Officer": as to any Person, the chief executive officer, president, chief financial officer, chief accounting officer, comptroller, treasury manager, treasurer or assistant treasurer of such Person, but in any event, with respect to financial matters, the chief financial officer, chief accounting officer, comptroller, treasurer or assistant treasurer of such Person. Unless otherwise qualified, all references to a "Responsible Officer" shall refer to a Responsible Officer of the Borrower.

"Restricted Payments": as defined in Section 6.6.

"Restricted Subsidiary": any Subsidiary other than an Unrestricted Subsidiary

"Restructuring Support Agreement": that certain Restructuring Support Agreement dated as of June [●], 2020 among the Borrower, the other Loan Parties party thereto, and the Prepetition Term Loan Lenders and Prepetition FILO Lenders that are "Consenting FILO Lenders" thereunder.

"Returns": with respect to any Investment, any dividends, distributions, return of capital and other amounts received or realized in respect of such Investment.

"Revolver Termination": as defined in the recitals hereto.

"Roll-Up Effective Time": the moment in time immediately following the entry by the Bankruptcy Court of the Bankruptcy Court DIP Order approving the roll-up of the Prepetition FILO Loans pursuant to Section 2.1.

"Rolled-Up Commitments": as defined in Section 2.1.

"Rolled-Up Obligations": as defined in Section 2.1.

"Sale and Leaseback Transaction": as defined in Section 6.11.

"Sales Report": as defined in Section 5.1(B)(c).

"Sanctioned Country": at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, for purposes of Sanctions imposed, administered or enforced by the U.S. government, Crimea, Cuba, Iran, North Korea and Syria).

"Sanctioned Person": at any time, (a) any Person listed in any Sanctions-related list of "designated Persons" maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom, (b) any Person listed in any Sanctions-related list of "designated Persons" maintained by the federal government of Canada, (c) any Person operating, organized or resident in a Sanctioned Country or (d) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a), (b) or (c).

"Sanctions": economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government or the Canadian government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state or Her Majesty's Treasury of the United Kingdom.

"S&P": Standard & Poor's Financial Services LLC.

"Screen Rate": as defined in the definition of "LIBO Rate".

"SEC": the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

"Secured Parties": as defined in the Guarantee and Collateral Agreement.

"Security Documents": the collective reference to the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement.

"Single Employer Plan": any Plan that is covered by Title IV of ERISA, but which is not a Multiemployer Plan.

"Specified Event of Default": (i) any Event of Default pursuant to Section 7.1(a) or (ii) any Event of Default pursuant to Section 7.1(k).

"Statutory Reserve Rate": a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentage shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary": as to any Person, a corporation, partnership, limited liability company, unlimited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"Subsidiary Guarantor": as of the Closing Date, each Subsidiary of the Borrower listed on Schedule 1.1(b), together with each Restricted Subsidiary of the Borrower that becomes a Subsidiary Guarantor after the Closing Date pursuant to Section 5.11(c).

"Supplemental Order" means an order of the Canadian Court, in form and substance acceptable to the Required Lenders in their sole discretion, among other things, granting customary additional relief in the Recognition Proceedings.

"Taxes": any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan Administrative Agent": as defined in the definition of "Term Loan DIP Credit Agreement".

"Term Loan Collateral Agent": as defined in the definition of "Term Loan DIP Credit Agreement".

"Term Loan DIP Credit Agreement": that certain Debtor-in-Possession Credit Agreement, dated as of June [●], 2020, among Holdings, GNC Parent LLC, Parent, the Borrower, JPMorgan Chase Bank, N.A. as administrative agent (in such capacity, together with any successor thereto, the "Term Loan Administrative Agent") on behalf of itself and the lenders

party thereto and GLAS Trust Company LLC as collateral agent (in such capacity, together with any successor thereto, the "Term Loan Collateral Agent").

"Term Loan Documents": the Term Loan DIP Credit Agreement and the other "Loan Documents" under and as defined in the Term Loan DIP Credit Agreement.

"Term Loan Lender": each "Lender" as defined in the Term Loan DIP Credit Agreement.

"Term Loan Obligations": the "Obligations" (under and as defined in the Term Loan DIP Credit Agreement).

"Term Priority Collateral": the "Term Priority Collateral" (under and as defined in the Prepetition Intercreditor Agreement).

"Term Loans": any term loans made or deemed made (by the Bankruptcy Court DIP Order) pursuant to the Term Loan DIP Credit Agreement.

"Type": when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UCC" or "Uniform Commercial Code": the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"Unrestricted Cash": cash or Cash Equivalents of the Loan Parties that are not subject to any express contractual restrictions on the application thereof (it being expressly understood and agreed that, for the avoidance of doubt, affirmative and negative covenants and events of default that do not expressly restrict the application of such cash or Cash Equivalents shall not constitute express contractual restrictions for purposes of this definition) and not subject to any Lien (other than (i) Liens created by the Loan Documents, the Bankruptcy Court DIP Order, or the Prepetition Loan Documents in effect on the Petition Date, (ii) Liens securing the Term Loan DIP Credit Agreement, the LC Cash Collateral Agreement, the Existing Letters of Credit, or the Carve Out, (iii) non-consensual Liens permitted by Section 6.3, and (iv) Liens (whether or not consensual) permitted by Sections 6.3(k) or 6.3(n)).

"Unrestricted Subsidiary": each of GNC Intermediate IP Holdings, LLC, a Delaware limited liability company and GNC Intellectual Property Holdings, LLC, a Delaware limited liability company.

"Variance Report": as defined in Section 5.1(B)(b).

"Withdrawal Liability": the liability of a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent": any Loan Party or the Administrative Agent, as applicable.

"Wholly Owned Subsidiary": as to any Person, any other Person all of the Capital Stock of which (other than (a) directors' qualifying shares and (b) nominal shares issued to foreign nationals to the extent required by any applicable Requirement of Law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

"Write-Down and Conversion Powers": with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, unless otherwise specified herein or in such other Loan Document:

(i) the words "hereof", "herein" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Documents as a whole and not to any particular provision of thereof;

(ii) Section, Schedule and Exhibit references refer to (A) the appropriate Section, Schedule or Exhibit in this Agreement or (B) to the extent such references are not present in this Agreement, to the Loan Document in which such reference appears;

(iii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";

(iv) the word "will" shall be construed to have the same meaning and effect as the word "shall";

(v) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings);

(vi) unless the context requires otherwise, the word "or" shall be construed to mean "and/or";

(vii) unless the context requires otherwise, (A) any reference to any Person shall be construed to include such Person's legal successors and permitted assigns, (B) any reference to any law or regulation shall refer to such law or regulation as amended, modified or supplemented from time to time, and any successor law or regulation, (C) the words "asset" and "property" shall be construed to have the same

meaning and effect, and (D) references to agreements (including this Agreement) or other Contractual Obligations shall be deemed to refer to such agreements or Contractual Obligations as amended, restated, amended and restated, supplemented or otherwise modified from time to time;

(viii) references to any direct or indirect parent company of the Parent shall refer to Holdings and any of its Wholly Owned Subsidiaries which are parent companies of the Parent; and

(ix) for purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Québec, (q) "personal property" shall be deemed to include "movable property", (r) "real property" shall be deemed to include "immovable property", (s) "tangible property" shall be deemed to include "corporeal property", (t) "intangible property" shall be deemed to include "incorporeal property", (u) "security interest" and "mortgage" shall be deemed to include a "hypothec", (v) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Québec, (w) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to the "opposability" of such Liens to third parties, (x) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (y) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, and (z) an "agent" shall be deemed to include a "mandatary".

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including".

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(e) The expressions "payment in full," "paid in full" and any other similar terms or phrases when used herein with respect to the Obligations shall mean the payment in full, in immediately available funds, of all of the Obligations (excluding Obligations in respect of any Cash Management Obligations and contingent reimbursement and indemnification obligations that are not then due and payable).

1.3 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., a "Eurodollar Loan").

1.4 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time (provided that, notwithstanding anything to the contrary herein, (i) all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under

Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of Holdings or any Subsidiary at "fair value", as defined therein, (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein shall be disregarded, and such Indebtedness shall at all times be valued at the full stated principal amount thereof), (iii) [reserved] and (iv) notwithstanding anything to the contrary herein, only those leases that would result or would have resulted in Capital Lease Obligations or Capital Expenditures under GAAP as in effect on the Prepetition Credit Closing Date (assuming for purposes hereof such leases were in existence on the Prepetition Credit Closing Date) will be considered capital leases and all calculations under this Agreement will be made in accordance therewith. In the event that any "Accounting Change" as defined below shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in this Agreement, then upon the written request of the Borrower or the Administrative Agent, the Borrower, the Administrative Agent and the Lenders shall enter into good faith negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Change with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Change as if such Accounting Change had not occurred; provided that provisions of this Agreement in effect prior to the date of such Accounting Change shall remain in effect until the effective date of such amendment. "Accounting Change" refers to any change in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants.

1.5 Required Lender Representative; Agent Determinations. (a) On or prior to the date that is ten (10) Business Days after the Closing Date (or such later date as agreed by the Administrative Agent in its sole discretion), Lenders holding at least 66⅔% of the aggregate amount of the FILO Term Loans shall appoint a representative (which may consist of more than one entity, but not more than three entities, and which shall be reasonably acceptable to the Borrower) to act as set forth in in this Section 1.5 (such representative(s) collectively, together with their respective successors in such capacity, the "Required Lender Representative") and agree that the Required Lender Representative may provide such directions and consents as expressly set forth in this Agreement and the other Loan Documents (including, without limitation, as set forth in Section 1.5(b) below) as the Required Lender Representative on instruction of Required Lenders deems appropriate and the Lenders shall be obligated by the terms of any such direction or consent. Any Required Lender Representative may resign upon prior written notice delivered to the Borrower, each Agent and the Lenders; provided that Lenders holding at least 66⅔% of the aggregate amount of FILO Term Loans shall appoint a successor Required Lender Representative as soon as possible, and in no event later than ten (10) Business Days (or such later date as agreed to by the Administrative Agent in its sole discretion), after the date such notice of resignation is delivered; provided further that such resignation shall become effective ten (10) Business Days after the date such notice of resignation is delivered if a successor Required Lender Representative is not appointed on or prior to the date that is ten (10) Business Days after the date such notice of resignation is delivered; provided further that so long as at least one Required Lender Representative remains appointed after giving effect to any such

resignation of a Required Lender Representative, Lenders holding at least 66⅔% of the aggregate amount of FILO Term Loans may elect not to appoint a successor for such resigning Required Lender Representative by providing written notice to the Administrative Agent and the Borrower on or prior to the date that is ten (10) Business Days after the date such notice of resignation is delivered.

(b) Any express references in this Agreement or any other Loan Document to actions, requests, determinations or decisions being made at the Permitted Discretion of or at the discretion of (or any like or similar term, but not "sole" discretion of an Agent) any Agent shall, in each case, mean (or be deemed to mean) such Agent acting at the written direction of, or with the written consent of, the Required Lender Representative (which written direction or consent may be provided via email); provided that if at any time no Required Lender Representative has been appointed, any such reference described in the foregoing provisions of this Section 1.5(b) shall, in each case, mean (or be deemed to mean) such Agent acting at the written direction of, or with the written consent of, the Required Lenders (which written direction or consent may be provided via email and shall be deemed given if the Required Lenders do not object thereto within three (3) Business Days of notice thereof to the Lenders and (to the extent named in Section 9.1) the Ad Hoc Committee Advisors (or if the Bankruptcy Court shall have so approved the matter in question)); provided further that if there is more than one Required Lender Representative and the Required Lender Representatives provide conflicting direction or consent to any Agent, (i) at any time that there are three Required Lender Representatives and a majority of the Required Lender Representatives provide the same direction or consent, such Agent shall act based on the direction or consent provided by such majority of the Required Lender Representatives and (ii) at all other times, such Agent shall not be required to take or make any such action, request, determination or decision without the written direction of, or with the written consent of, the Required Lenders (which written direction or consent may be provided via email and shall be deemed given if the Required Lenders do not object thereto within three (3) Business Days of notice thereof to the Lenders and (to the extent named in Section 9.1) the Ad Hoc Committee Advisors (or if the Bankruptcy Court shall have so approved the matter in question)). The Lenders agree that each Agent may accept, and be permitted to rely on, any direction or consent provided by the Required Lender Representative or the Required Lenders, as applicable, pursuant to this Section 1.5(b) without any obligation or duty to ascertain or to inquire as to the validity, enforceability, effectiveness or genuineness of any such direction or consent provided by the Required Lender Representative.

(c) Any references in this Agreement to matters, calculations or documentation being satisfactory or acceptable (or any like or similar term) to any Agent shall mean (or be deemed to mean) such Agent, as applicable, acting at the written direction of, or with the written consent of, the Required Lenders; provided that the Required Lenders shall be deemed to be satisfied with or to have accepted (or any like or similar term) any such matter, calculation or documentation unless objected to by the Required Lenders in writing within three (3) Business Days after notice of such matter, calculation or documentation is delivered to the Lenders and (to the extent named in Section 9.1) the Ad Hoc Committee Advisors. The Lenders agree that each Agent may accept, and be permitted to rely on, any direction or consent provided by the Required Lenders pursuant to this Section 1.5(b) without any obligation or duty to ascertain or to inquire as to the validity, enforceability, effectiveness or genuineness of any such direction or consent provided by the Required Lenders.

(d) The provisions of this Agreement in respect of the Required Lender Representative shall apply only during such time as JPMorgan Chase Bank, N.A. shall be an Agent hereunder unless otherwise agreed to by the Borrower and the Required Lenders.

1.6 Classification of Permitted Items. For purposes of determining compliance at any time with Sections 6.2, 6.3, 6.5, 6.6, 6.8, 6.9, 6.14 or 6.15, in the event that any Lien, Investment, Indebtedness, Disposition, Restricted Payment, Contractual Obligation, encumbrance or restriction or payment, prepayment, repurchase, redemption, defeasance or amendment, modification or other change in respect of Indebtedness meets the criteria of more than one of the categories of transactions permitted pursuant to any clause of such Sections 6.2, 6.3, 6.5, 6.6, 6.8, 6.9, 6.14 or 6.15, such transaction (or portion thereof) at any time shall be permitted under one or more of such clauses as determined by the Borrower in its sole discretion at such time of determination. For the avoidance of doubt, the Borrower may at any time classify and reclassify Indebtedness (or any portion thereof) incurred under Section 6.2 and Liens (or any portion thereof) incurred under Section 6.3 among applicable exceptions to such covenants.

1.7 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.8 Currency Equivalents Generally.

(a) For purposes of determining compliance with Sections 6.2, 6.3, 6.8 and 6.9 with respect to any amount of Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of currency exchange occurring after the time such Indebtedness or Investment is incurred (so long as such Indebtedness or Investment, at the time incurred, made or acquired, was permitted hereunder).

(b) [Reserved]

(c) Principal, interest, reimbursement obligations, fees, and all other amounts payable under this Agreement and the other Loan Documents to Agents and the Lenders shall be payable in the currency in which such Obligations are denominated. Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts or proceeds denominated in other currencies shall be converted to the Equivalent Amount (as defined below) of Dollars on the date of calculation, comparison, measurement or determination. In particular, without limitation, for purposes of valuations or computations under Section 2, Section 3, Section 5, Section 6 and Section 7 and calculating the Borrowing Base, eligibility criteria including Eligible Accounts Receivable, Eligible Inventory, Eligible Credit Card Receivables, or Eligible Gift Card Receivables, unless expressly provided otherwise, where a reference is made to a Dollar amount, the amount is to be considered as the amount in Dollars and, therefore, each other currency shall be converted into the Equivalent Amount thereof in Dollars. As used herein, "Equivalent Amount" means, on any date, the amount of

Dollars into which an amount of any foreign currency may be converted at the Administrative Agent's spot buying rate in New York City as at approximately 12:00 noon (New York City time) on such date.

1.9 FILO Ad Hoc Group. The terms of the Interim DIP Order, the Final DIP Order, the Interim DIP Recognition Order and the Final DIP Recognition Order, including any amendment, modification, waiver, forbearance, or supplement thereto, shall, to the extent such orders, or any amendments, modification, waivers, forbearances, or supplements thereto, relate to the this Agreement and are adverse to the Lenders, be subject to the approval of the Required FILO Ad Hoc Group Members (as defined in the Restructuring Support Agreement), such approval not to be unreasonably withheld, delayed or conditioned (such approval right, the "Required FILO Ad Hoc Group Approval").

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1 FILO Term Loan Roll-Up. Effective upon the occurrence of the Roll-Up Effective Time, without any further action by any party to this Agreement, the Bankruptcy Court or any other Person, to the extent set forth in the Bankruptcy Court DIP Order, (a) all Prepetition FILO Loans owing to each Lender in its capacity as a "FILO Term Loan Lender" under the Prepetition ABL Agreement (the "Rolled-Up Obligations" and such loans, the "FILO Term Loans", and such commitments, the "Rolled-Up Commitments") shall be deemed made hereunder and shall constitute a portion of the outstanding amount of the Obligations owing to the Lenders hereunder. The principal amount of each Lender's FILO Term Loans is set forth on Schedule 2.1. The aggregate principal amount of FILO Term Loans is $275,000,000.

2.2 [Reserved].

2.3 Repayment of FILO Term Loans. The FILO Term Loans of each FILO Term Loan Lender shall mature and be payable in full on the Maturity Date, and the principal amount of the FILO Term Loans repaid on the Maturity Date shall be, in any event, an amount equal to the aggregate principal amount of all FILO Term Loans outstanding on such date. The FILO Term Loans will not amortize.

2.4 [Reserved].

2.5 Loans and Borrowings. (a) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder.

(b) Subject to Section 2.17, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Lender to make such Loan and the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Eurodollar Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of $500,000 and not less than $2,500,000. At the time each ABR Borrowing is made, such

Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $1,000,000. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of 15 Eurodollar Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the applicable Maturity Date for such Borrowing.

2.6 [Reserved].

2.7 [Reserved].

2.8 [Reserved].

2.9 [Reserved].

2.10 Interest Elections. (a) Each Borrowing initially shall be of the Type specified by the Borrower to the Administrative Agent prior to the Roll-Up Effective Time and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such notice. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone not later than 11:00 a.m., New York City time, on the day of a conversion to or continuation of ABR Loans or 11:00 a.m., New York City time, three Business Days before the day of a conversion to or continuation of Eurodollar Loans. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or electronic transmission to the Administrative Agent of a written Interest Election Request signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (x) no such outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (y) unless repaid, each such Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

2.11 [Reserved].

2.12 Repayment of Loans; Evidence of Debt. (a) Except as otherwise set forth in Section 2.24 hereof, the Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan of such Lender on the Maturity Date either in cash or as set forth in Section 2.24.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner

affect the obligation of the Borrower to repay the Loans in accordance with the terms of this Agreement. To the extent any such accounts are inconsistent with the Register, the Register shall govern.

(e) Any Lender may request through the Administrative Agent that Loans deemed made by it be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender and its registered assigns and in the form of Exhibit D. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.4) be represented by one or more promissory notes in such form payable to such payee and its registered assigns.

2.13 Prepayment of Loans. (a) The Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty (but subject to Section 2.19) subject to prior notice in accordance with paragraph (c) of this Section.

(b) Prior to any optional or mandatory prepayment of Borrowings hereunder, the Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to paragraph (c) of this Section.

(c) The Borrower shall notify the Administrative Agent by telephone (confirmed by written notice (which may be by email)) of any voluntary prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, any notice of prepayment of FILO Term Loans may be conditioned upon the effectiveness of other credit facilities or any other financing or a sale transaction, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial voluntary prepayment pursuant to Section 2.13(a) of any Borrowing shall be in an integral multiple of $500,000 and not less than $2,500,000 (or, if less, the remaining outstanding amount of such Borrowing). Prepayments shall be accompanied by accrued interest to the extent required by Section 2.16. Each prepayment of FILO Term Loans pursuant to Section 2.13(a), shall be applied ratably to the FILO Term Loans then outstanding. In the event the Borrower fails to specify the Borrowings to which any voluntary prepayment shall be applied, such prepayment shall be applied to prepay FILO Term Loans ratably.

2.14 Fees. (a) [Reserved].

(b) [Reserved]

(c) The Borrower agrees to pay to the Administrative Agent and to the Collateral Agent, for their own account, fees payable in the amounts and at the times separately agreed upon between Parent and each of the Administrative Agent and the Collateral Agent.

2.15 Mandatory Prepayments. (a) If Indebtedness is incurred by a Loan Party (other than Indebtedness permitted under Section 6.2), then no later than two Business Days after the date of such issuance or incurrence, an amount equal to 100% of the Net Cash Proceeds thereof shall be applied to the prepayment of the FILO Term Loans as set forth in Section 2.15(d) together with accrued and unpaid interest thereon. The provisions of this Section do not constitute a consent to the incurrence of any Indebtedness by any Loan Party.

(b) If on any date a Loan Party shall receive Net Cash Proceeds from any Recovery Event then, unless a Reinvestment Notice shall be delivered in respect thereof, no later than three Business Days (or, if a Default or Event of Default has occurred and is continuing, one Business Day) after the date of receipt by such Loan Party of such Net Cash Proceeds, an amount equal to 100% of such Net Cash Proceeds shall be applied to the prepayment of the Term Loans as set forth in Section 2.15(d) together with accrued and unpaid interest thereon; provided that (i) notwithstanding the foregoing, on each Reinvestment Prepayment Date an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied to the prepayment of the FILO Term Loans (together with accrued interest thereon), and (ii) if the Net Cash Proceeds from any Recovery Event exceed $1,000,000, then no Reinvestment Notice with respect thereto may be delivered without the consent of the Required Lenders; provided further that to the extent that the Net Cash Proceeds of any such Recovery Event result from any settlement of, or payment in respect of, any property or casualty insurance claim or any condemnation proceeding relating to Term Priority Collateral, such Net Cash Proceeds shall first be applied as required pursuant to Section 2.15(d) of the Term Loan DIP Credit Agreement before being applied to the mandatory prepayment of the FILO Term Loans pursuant to this Section 2.15(a).

(c) In the event the aggregate amount of outstanding FILO Term Loans exceeds the Borrowing Base, then the Borrower will immediately repay outstanding FILO Term Loans in an aggregate amount equal to such excess.

(d) Amounts to be applied pursuant to this Section 2.15 shall be applied first to prepay outstanding ABR Loans and then to prepay Eurodollar Loans, and shall be applied ratably to the Loans then outstanding.

2.16 Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Margin.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) Notwithstanding the foregoing, upon the occurrence and during the continuance of any Event of Default pursuant to Section 7.1(a), any overdue amount payable by the Borrower hereunder shall bear interest, after as well as before judgment, at a rate per annum

equal to (i) in the case of overdue principal of or interest on any Loan, 2% plus the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other overdue amount, 2% plus the rate applicable to FILO Term Loans that are ABR Loans as provided in paragraph (a) of this Section prior to giving effect to any increase in such rate pursuant to this paragraph (c).

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable on demand and (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, Adjusted LIBO Rate or LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. Notwithstanding the forgoing, solely for the purposes of the Interest Act (Canada) and disclosure under such Act, whenever interest to be paid under this Agreement is to be calculated on the basis of a year of 365 days or any other period of time that is less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by either 365 or such other period of time, as the case may be.

2.17 Alternate Rate of Interest. (a) If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Adjusted LIBO Rate or the LIBO Rate, as applicable (including because the Screen Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period, then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone or electronic transmission as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (B) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

(b) If at any time the Administrative Agent (in consultation with the Required Lenders and the Borrower) determines (which determination shall be conclusive absent manifest error) that either (i) the circumstances set forth in clause (a)(i) of this Section 2.17 have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) of this Section 2.17 have not arisen but the supervisor for the administrator of the Screen Rate or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Screen Rate shall no longer be used for determining interest rates for loans, then the Administrative Agent (in consultation with the Required Lenders) and the Borrower shall endeavor to establish an alternate rate of interest to the LIBO Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.2, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.17(b), only to the extent the Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (y) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

2.18 Increased Costs. (a) If any Change in Law shall:

(i) subject the Administrative Agent or any Lender to any Taxes (other than (A) Indemnified Taxes covered under Section 2.20, (B) Excluded Taxes or (C) Other Taxes) on its Loans Commitments or other obligations hereunder, or its deposits, reserves or other liabilities or capital attributable thereto;

(ii) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (excluding any condition relating to Taxes) affecting this Agreement or Eurodollar Loans made by such Lender;

and the result of any of the foregoing shall be to (x) increase the cost to such Lender (or in the case of clause (i), to the Administrative Agent or such Lender) of making, converting to, continuing or maintaining any Eurodollar Loan (or in the case of clause (i), any Loan) (or of

maintaining its obligation to make any such Loan) or (y) reduce the amount of any sum received or receivable by the Administrative Agent or such Lender hereunder (whether of principal, interest or otherwise), then, upon request of such Lender, the Borrower will pay to the Administrative Agent or such Lender, as the case may be, such additional amount or amounts as will compensate the Administrative Agent or such Lender, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender determines that any Change in Law regarding capital or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the Closing Date has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy or liquidity), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the matters giving rise to a claim under this Section 2.18 by such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) If any Lender reasonably determines that any Requirement of Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Eurodollar Loans, or to determine or charge interest rates based upon the Adjusted LIBO Rate, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, any obligation of such Lender to make or continue Eurodollar Loans or to convert ABR Loans to Eurodollar Loans shall be suspended until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower may at its option revoke any pending request for a borrowing of, conversion to or continuation of Eurodollar Loans and shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Eurodollar Loans of such Lender to

ABR Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Eurodollar Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Eurodollar Loans. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

2.19 Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.13(c) and is revoked in accordance therewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.22(c), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (other than loss of profit). Such loss, cost or expense to any Lender shall consist of an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. Absent manifest error in the determination of such amount, the Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt thereof.

2.20 Taxes. (a) Any and all payments by or on account of any obligation of any Loan Party hereunder or under any other Loan Document shall be made free and clear of and without deduction for any Indemnified Taxes or Other Taxes; provided that if the applicable Withholding Agent shall be required by Requirement of Tax Law to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased by the applicable Loan Party as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.20(a)) the Administrative Agent or Lender (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable Withholding Agent shall make or cause to be made such deductions and (iii) the applicable Withholding Agent shall pay or cause to be paid the full amount deducted to the relevant Governmental Authority in accordance with Requirement of Tax Law.

(b) In addition, the Loan Parties shall pay any Other Taxes to the relevant Governmental Authority in accordance with Requirement of Tax Law.

(c) The Loan Parties shall indemnify the Administrative Agent and each Lender within 30 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of any Loan Party hereunder (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto; provided that the Loan Parties shall not be obligated to make payment to the Administrative Agent or any Lender pursuant to this Section in respect of penalties, interest and other liabilities attributable to any Indemnified Taxes or Other Taxes if (i) written demand therefor has not been made by the Administrative Agent or such Lender within 30 days from the date on which the Administrative Agent or such Lender knew of the imposition of such Indemnified Taxes or Other Taxes by the relevant Governmental Authority, (ii) such penalties, interest and other liabilities have accrued after the Loan Parties have indemnified or paid any additional amount pursuant to this Section or (iii) such penalties, interest and other liabilities are attributable to the gross negligence, bad faith or willful misconduct of the Administrative Agent or such Lender as determined by a court of competent jurisdiction by final and non-appealable judgment. A certificate setting forth in reasonable detail the basis for such claim and the calculation of the amount of any such payment or liability shall be delivered to the Borrower by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, and shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, the Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) (i) Each Lender other than a Foreign Lender shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly executed copies of IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Each Foreign Lender shall deliver to the Borrower and the Administrative Agent (i) two properly completed and duly executed copies of IRS Form W-8BEN or Form W-8BEN-E, Form W-8ECI or, to the extent a Foreign Lender is not the beneficial owner, Form W-8IMY (together with any applicable underlying IRS forms), or any subsequent versions thereof or successors thereto, (ii) in the case of a Foreign Lender claiming exemption from United States Federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest," a certificate in the form attached hereto as Exhibit E-1, E-2, E-3 or E-4, as applicable, and two properly completed and duly executed copies of the applicable IRS Form W-8BEN or Form W-8BEN-E, or any subsequent versions thereof or successors thereto, or (iii) any other form prescribed by applicable requirements of U.S. federal income tax law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable requirements of law to permit the Borrower and the Administrative Agent to determine the deduction required to be made, in each case, certifying such Foreign Lender's entitlement to an exemption from or a reduction in United States Federal withholding tax with respect to payments of interest to be made hereunder or under any other Loan Documents. Such forms shall be delivered by each Lender on or before

the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Lender shall promptly deliver such forms upon the obsolescence or invalidity of any form previously delivered by such Lender. Each Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the United States taxing authorities for such purpose). Any Lender, if requested by the Administrative Agent or the Borrower, shall deliver such other documentation prescribed by or reasonably requested by the Administrative Agent or the Borrower as will enable the Administrative Agent or the Borrower to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

(ii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed pursuant to FATCA if such Lender fails to comply with any requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable Withholding Agent, on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the applicable Withholding Agent, such documentation prescribed by Requirement of Tax Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the applicable Withholding Agent as may be necessary for the applicable Withholding Agent to comply with its obligations under FATCA, to determine whether such Lender has or has not complied with such Lender's obligations under FATCA and to determine the amount to deduct and withhold from such payment. To the extent that the relevant documentation provided pursuant to this paragraph is rendered obsolete or inaccurate in any material respect as a result of changes in circumstances with respect to the status of a Lender, such Lender shall, to the extent permitted by Requirement of Tax Law, deliver to the applicable Withholding Agent revised and/or updated documentation sufficient for the applicable Withholding Agent to confirm as to whether such Lender has complied with its respective obligations under FATCA. Solely for purposes of this clause (e)(ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Notwithstanding any other provision of this Section 2.20, a Lender shall not be required to deliver any form pursuant to this Section 2.20 that such Lender is not legally able to deliver.

(f) Each Lender shall indemnify the Administrative Agent for the full amount of any Taxes imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith. Should the applicable Withholding Agent not deduct or withhold any Taxes imposed by FATCA from a payment under any Loan Document based on the documentation provided by a Lender pursuant to Section 2.20(e)(ii), any amounts subsequently determined by a Governmental Authority to be subject to United States Federal

withholding Tax imposed pursuant to FATCA (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) shall be indemnified by such Lender. A certificate as to the amount of such payment or liability delivered to any Lender by the Withholding Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent under this paragraph (f).

(g) Solely for purposes of determining withholding Taxes imposed under FATCA, from and after the Closing Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loans as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

(h) If the Administrative Agent, or any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which a Loan Party has paid additional amounts pursuant to this Section 2.20, it shall pay over such refund to the applicable Loan Party within a reasonable period (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.20 with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that such Loan Party, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Loan Party pursuant to this Section 2.20(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the Administrative Agent or any Lender be required to pay any amount to a Loan Party pursuant to this paragraph (h) the payment of which would place the Administrative Agent or any Lender in a less favorable net after-Tax position than the such party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This Section 2.20(h) shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to the Borrower or any other Person.

(i) Each party's obligations under this Section 2.20 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender and the repayment, satisfaction or discharge of all other Obligations.

2.21 Payments Generally; Pro Rata Treatment; Sharing of Set-offs. (a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or amounts payable under Section 2.18, 2.19 or 2.20 or otherwise) prior to the time expressly required hereunder for such payment (or if no such time is expressly required, prior to 2:00 p.m. New York City time), on the date when due, in immediately available funds, without

set off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York, except that payments pursuant to Sections 2.18, 2.19, 2.20 or 9.3 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under any Loan Document shall be made in Dollars. Any FILO Term Loans paid or prepaid may not be reborrowed.

(b) If at any time (x) insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees and other Obligations then due hereunder, or (y) during the continuation of an Event of Default and the enforcement of remedies in connection therewith in accordance with Section 7.1, the Administrative Agent or the Collateral Agent receives proceeds of Collateral pledged by the Loan Parties, such funds will be applied,

(1) first, toward payment of any expenses, fees and indemnities due to the Administrative Agent or the Collateral Agent hereunder;

(2) second, on a pro rata basis toward payment of any outstanding obligations owed to Cash Management Banks under any Cash Management Obligations ratably among the parties entitled thereto in accordance with the amounts of such Cash Management Obligations then due to such parties;

(3) third, toward payment of interest, expenses and fees then due from the Borrower hereunder with respect to any FILO Term Loan (including amounts due under Section 9.3), ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties;

(4) fourth, on a pro rata basis, toward payment of principal then due from the Borrower hereunder with respect to any FILO Term Loans, ratably among the parties entitled thereto in accordance with the amounts of such principal then due to such parties;

(5) fifth, to payment of all other Obligations of the Borrower and the Loan Parties then due and payable, ratably among the parties entitled thereto in accordance with the amounts of such Obligations then due to such parties; and

(6) sixth, to the Borrower or as otherwise required pursuant to any Intercreditor Agreement;

provided that the application of such proceeds at all times will be subject to the application of proceeds provisions contained in the Intercreditor Agreements.

(c) If any Lender shall, by exercising any right of set off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant permitted under this Agreement. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.21(d) or 8.7, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

2.22 Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section

2.20, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.20, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable and documented out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender (or any Participant in the Loans held by such Lender) requests compensation under Section 2.18, or if the Borrower is required to pay any amount to any Lender (or its Participant) or any Governmental Authority for the account of any Lender pursuant to Section 2.20, or if any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4 (provided that, if the required Assignment and Assumption is not executed and delivered by such Lender, such Lender will be unconditionally and irrevocably deemed to have executed and delivered such Assignment and Assumption as of the date such Lender receives payment in full of the amounts set forth in clause (i) below)), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees, and all other amounts payable to it hereunder (but, for the avoidance of doubt, not any amounts in respect of contingent reimbursement and indemnification obligations which are not due and payable), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (ii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.20, such assignment will result in a reduction in such compensation or payments in the future. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

(c) If any Lender (such Lender, a "Non-Consenting Lender") has failed to consent to a proposed amendment, waiver, discharge or termination which pursuant to the terms of Section 9.2 requires the consent of all of the Lenders or all affected Lenders, then the Borrower may (unless such Non-Consenting Lender grants such consent), at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, replace such Non-Consenting Lender by requiring such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.4 (provided that, if the required Assignment and Assumption is not executed and delivered by such Non-Consenting Lender, such Non-Consenting Lender will be unconditionally and irrevocably deemed to have executed and delivered such Assignment and Assumption as of the date such Non-Consenting Lender receives payment in full of the amounts set forth in clause (i) below)), all of its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) such Non-Consenting Lender shall have received payment of an amount equal

to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (but, for the avoidance of doubt, not any amounts in respect of contingent reimbursement and indemnification obligations which are not due and payable), from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (ii) the replacement Lender shall grant its consent with respect to the applicable proposed amendment, waiver, discharge or termination.

2.23 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then for so long as such Lender is a Defaulting Lender, the FILO Term Loans of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 9.2); provided, that this clause (a) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby if such amendment, waiver or modification would adversely affect such Defaulting Lender compared to other similarly affected Lenders; provided further that no amendment, waiver or modification that would require the consent of a Defaulting Lender under clause (i), (ii) or (iii) of the first proviso of Section 9.2(b) may be made without the consent of such Defaulting Lender.

2.24 Conversion of Loans. (a) Upon the consummation of an Approved Plan of Reorganization, subject to the satisfaction, or waiver, of the conditions set forth in the Exit ABL Term Sheet and otherwise substantially in accordance with the terms set forth in the Exit ABL Credit Agreement, the Borrower may exercise an option to continue or convert the Loans into an exit FILO term facility financing on the effective date of such Approved Plan of Reorganization (the "Exit Conversion").

(b) If the Borrower elects to exercise the Exit Conversion, subject to the satisfaction or waiver of the conditions contained in the Exit ABL Term Sheet by Lenders holding at least 66⅔% of the aggregate amount of the FILO Term Loans:

(i) each Lender, severally and not jointly, hereby agrees to continue its Loans hereunder outstanding on the effective date of the Approved Plan of Reorganization as Exit FILO Loans under, and subject entirely and exclusively to the terms and provisions of, the definitive documentation to be mutually agreed (including a credit agreement governing the continuation and conversion of the Loans, the "Exit ABL Credit Agreement") and related documentation which documentation shall be substantially consistent with the Exit ABL Facility Term Sheet and is otherwise in form and substance reasonably satisfactory to Lenders holding at least 66⅔% of the aggregate amount of the FILO Term Loans; and

(ii) subject to Section 2.24(a), the Administrative Agent, the Lenders and the Loan Parties agree that, upon the effectiveness of the Exit ABL Credit Agreement:

(A) the Borrower, in its capacity as reorganized "Borrower" and each Guarantor that is a guarantor under the Prepetition Term Loan Agreement (subject to the Approved Plan of Reorganization), in its capacity as a reorganized Guarantor, shall assume all

the Obligations hereunder with respect to the Loans and all other obligations in respect thereof in the manner set forth in the Exit ABL Credit Agreement and related loan documents;

(B) the Loans hereunder shall be continued as or converted to, as the case may be, Exit FILO Loans under the Exit ABL Credit Agreement;

(C) each Lender hereunder shall be a lender under the Exit ABL Credit Agreement in respect of its Loans continued as or converted to, as the case may be, Exit FILO Loans;

(D) the administrative agent and collateral agent under the Exit ABL Credit Agreement shall be selected by the Required Lenders and the Borrower reasonably in advance of the Exit Conversion; and

(E) with respect to the Loans, this Agreement and all Obligations hereunder with respect thereto shall terminate and be superseded and replaced by the Exit ABL Credit Agreement.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Agents and the Lenders to enter into this Agreement, Parent and the Borrower hereby jointly and severally represent and warrant to Agent and each Lender that:

3.1 Financial Condition. The audited consolidated balance sheets of Holdings as at December 31, 2019, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates, reported on by and accompanied by an unqualified report from PricewaterhouseCoopers, present fairly in all material respects the consolidated financial condition of Holdings as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. The unaudited consolidated balance sheet of Holdings as at March 31, 2020, and the related unaudited consolidated statements of income and cash flows for the three-month period ended on such date, present fairly in all material respects the consolidated financial condition of Holdings as at such date and the consolidated results of its operations and its consolidated cash flows for the three-month period then ended (subject to normal year-end audit adjustments). All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP (unless otherwise noted therein) applied consistently throughout the periods involved (except as disclosed therein).

3.2 No Change. Since the Petition Date there has been no development or event that has had or would reasonably be expected to have a Material Adverse Effect.

3.3 Corporate Existence; Compliance with Law. As of the Petition Date, each of the Loan Parties (a) is duly organized, validly existing and in good standing or in full force and effect under the laws of the jurisdiction of its organization (to the extent such concepts exist in such jurisdictions), (b) subject to the entry and terms of the Bankruptcy Court DIP Order and other orders of the Bankruptcy Court, as applicable, has the organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign

organization and in good standing or in full force and effect under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (d) unless stayed by the Chapter 11 Cases, is in compliance with all Requirements of Law, except, in the case of the foregoing clauses (a) (solely with respect to Subsidiaries), (b), (c) and (d), as would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.4 Organizational Power; Authorization; Enforceable Obligations. Subject to the entry and terms of the Bankruptcy Court DIP Order, each Loan Party has the corporate or other organizational power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder. Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party. Other than the Bankruptcy Court DIP Order, no material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Loan Documents, except (i) consents, authorizations, filings and notices that have been obtained or made and are in full force and effect, (ii) the consents, authorizations, filings and notices described in Schedule 3.4, (iii) the filings referred to in Section 3.18, (iv) filings necessary to create or perfect Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties and (v) those consents, authorizations, filings and notices the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto. Subject to the entry and the terms of the Bankruptcy Court DIP Order, this Agreement constitutes, and each other Loan Document upon execution will constitute, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3.5 No Legal Bar. Subject to the entry and terms of the Bankruptcy Court DIP Order, the execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, the borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law applicable to, or any Contractual Obligation of, Parent, the Borrower or any of its Restricted Subsidiaries, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than Permitted Liens).

3.6 No Material Litigation. As of the Petition Date, except as set forth on Schedule 3.6 and except for the Chapter 11 Cases (or matters arising therefrom) and Recognition Proceedings (or matters arising therefrom), no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of Parent or the Borrower, threatened in writing against any Loan Party or against any of their respective

properties or revenues (a) with respect to this Agreement or any of the other Loan Documents or any of the transactions contemplated hereby or thereby, or (b) that would reasonably be expected to have a Material Adverse Effect (after giving effect to indemnification from certain manufacturers and applicable insurance).

3.7 No Default. None of the Loan Parties is in default under or with respect to any of its post-petition material Contractual Obligations in any respect that would reasonably be expected to have a Material Adverse Effect.

3.8 Ownership of Property; Liens. As of the Petition Date, each of the Loan Parties has good title to, or a valid leasehold interest in, all real property and other Property material to the conduct of its business except where the failure to have such title or interests would not reasonably be expected to have a Material Adverse Effect. None of the Pledged Capital Stock is subject to any Lien except for Permitted Liens.

3.9 Intellectual Property. As of the Petition Date, except as would not reasonably be expected to result in a Material Adverse Effect, to the knowledge of Parent and the Borrower, (i) each of the Loan Parties owns, or has a valid license to use, all Intellectual Property necessary for the conduct of its business as currently conducted ("Company Intellectual Property"); (ii) no claim has been asserted in writing and is pending by any Person challenging or questioning the use of any Company Intellectual Property or the validity or effectiveness of any Company Intellectual Property, nor does Parent or the Borrower know of any valid basis for any such claim; and (iii) the use of Company Intellectual Property by the Loan Parties does not infringe on the Intellectual Property rights of any Person.

3.10 Taxes. As of the Petition Date, each of the Loan Parties has filed or caused to be filed all income and all other material tax returns that are required to be filed and has paid all income and all other material Taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets due and payable by it (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the applicable Loan Party, as the case may be) except, in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect. To the knowledge of Parent and the Borrower, no material written claim has been asserted with respect to any Taxes (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the applicable Loan Party, as the case may be, or the payment of which are stayed by the Chapter 11 Cases). No Loan Party is a party to any tax sharing, tax allocation or other similar agreement relating to taxes. No Loan Party has made an election pursuant to Section 965(h) of the Code.

3.11 Federal Regulations. No part of the proceeds of any Loans will be used by any Loan Party for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the Regulations of the Board. On the Closing Date, no Loan Party owns any "margin stock".

3.12 ERISA. Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (i) no ERISA Event has occurred, and (ii) the present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Single Employer Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Single Employer Plan allocable to such accrued benefits by a material amount.

3.13 Investment Company Act. No Loan Party is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.14 Subsidiaries. (a) The Subsidiaries listed on Schedule 3.14(a) constitute all the direct and indirect Subsidiaries of Holdings as of the Closing Date. Schedule 3.14(a) sets forth as of the Closing Date the exact legal name (as reflected on the certificate of incorporation (or formation)) and jurisdiction of incorporation (or formation) of each Subsidiary of Parent and, as to each such Subsidiary, the percentage and number of each class of Capital Stock of such Subsidiary owned by Parent and its Subsidiaries.

(a) As of the Closing Date, except as set forth on Schedule 3.14(b), there are no outstanding subscriptions, options, warrants, calls or similar rights (other than stock options granted to employees, directors, managers and consultants and directors' qualifying shares) relating to any Capital Stock of any Loan Party.

3.15 [Reserved].

3.16 Environmental Matters. Other than exceptions to any of the following that would not, in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) the Loan Parties (i) are in compliance with all applicable Environmental Laws; (ii) hold all Environmental Permits required for any of their current operations or for any property owned, leased, or otherwise operated by any of them; and (iii) are in compliance with all of their Environmental Permits;

(b) to the knowledge of any Loan Party, Hazardous Materials are not present at, on, under or in any real property now or formerly owned, leased or operated by any Loan Party, or, to the knowledge of any Loan Party, at any other location (including, without limitation, any location to which Hazardous Materials have been sent by any Loan Party for re-use or recycling or for treatment, storage, or disposal) which would reasonably be expected to (i) give rise to the imposition of Environmental Liabilities on any Loan Party, (ii) materially interfere with any Loan Party's continued operations, or (iii) materially impair the fair saleable value of any real property owned or leased by any Loan Party;

(c) there is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) pursuant to any Environmental Law to which any Loan Party is named as a party that is pending or, to the knowledge of any Loan Party, threatened in writing;

(d) none of the Loan Parties has received any written request for information, or been notified in writing that it is a potentially responsible party under or relating to the federal

Comprehensive Environmental Response, Compensation, and Liability Act or any similar Environmental Law;

(e) no Loan Party has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, relating to compliance with Environmental Law or Environmental Liability; and

(f) no Loan Party has assumed or retained by contract any Environmental Liability.

3.17 Accuracy of Information, etc. No written statement or written information (other than projections and other forward-looking information and information of a general economic nature or general industry nature) contained in this Agreement, any other Loan Document or any other document, certificate or written statement furnished to the Arranger, the Agents or the Lenders or any of them, by or at the direction and on behalf of any Loan Party for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, taken as a whole with all such other written statements, written information, documents and certificates, contained as of the date such written statement, written information, document or certificate was so dated or certified, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements, in the light of the circumstances under which they were delivered, contained herein or therein not materially misleading (after giving effect to all written updates thereto delivered by or on behalf of any Loan Party).

3.18 Security. The provisions of the Interim DIP Order, the Final DIP Order, and the Canadian Court DIP Recognition Order, as applicable, are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties a legal, valid and enforceable security interest (subject, in the case of any Collateral, to Liens permitted by Section 6.3) on all right, title and interest of the respective Loan Parties in the Collateral described therein (with such priority as provided for in the Bankruptcy Court DIP Order (or, with respect to the Canadian Guarantor, in the Canadian Court DIP Recognition Order)). Except for the Interim DIP Order, the Final DIP Order and the Canadian Court DIP Recognition Order, as applicable, no filing or other action will be necessary to perfect the Liens on any Collateral under the Laws of the United States of America or Canada.

3.19 Budget and Financial Plan. The Budget was prepared in good faith based on assumptions believed by the Loan Parties to be reasonable at the time made and upon information believed by the management of the Borrower to have been accurate based upon the information available to the management of the Borrower at the time such Budget was furnished to the Administrative Agent. On and after the delivery of any Variance Report in accordance with this Agreement, such Variance Report shall be complete and correct in all material respects and fairly represent in all material respects the matters set forth therein for the period covered thereby.

3.20 Patriot Act. To the extent applicable, each Loan Party is in compliance, in all material respects, with the (i) Trading with the Enemy Act, as amended, and each of the

foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (ii) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "Act").

3.21 Anti-Corruption Laws and Sanctions. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance in all material respects by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, and the Borrower and its Subsidiaries, and to the knowledge of the Borrower, its directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower or any of its Subsidiaries or (b) to the knowledge of the Borrower, any director, officer, employee or agent of the Borrower or any of its Subsidiaries that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

3.22 EEA Financial Institution. No Loan Party is an EEA Financial Institution.

3.23 Canadian Welfare and Pension Plans Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) each Loan Party has adopted all Canadian Welfare Plans required pursuant to applicable Requirements of Law and each of such plans has been maintained and each Loan Party is in compliance with such laws in all material respects including, without limitation, all requirements relating to employee participation, funding, investment of funds, benefits and transactions with the Loan Parties and persons related to them, (ii) no Loan Party has a material contingent liability with respect to any post-retirement benefit under a Canadian Welfare Plan, (iii) with respect to Canadian Pension Plans: (a) no Canadian Pension Termination Event has occurred and no steps have been taken to terminate any Canadian Pension Plan (wholly or in part) which could result in any Loan Party being required to make a material additional contribution to any Canadian Pension Plan, (b) no contribution failure has occurred with respect to any Canadian Pension Plan sufficient to give rise to a lien or charge under any applicable pension benefits laws of any other jurisdiction (for certainty, not including payments in respect of contributions payable but not yet due), and (c) no condition exists and no event or transaction has occurred with respect to any Canadian Pension Plan which is reasonably likely to result in any Loan Party incurring any material liability, fine or penalty, (iv) each Canadian Pension Plan is in compliance (other than immaterial non-compliance) with all applicable pension benefits and tax laws, (v) all contributions (other than immaterial amounts) (including employee contributions made by authorized payroll deductions or other withholdings) required to be made to the appropriate funding agency in accordance with all applicable Requirements of Law (other than immaterial non-compliance) and the terms of each such Canadian Pension Plan have been made in accordance with all applicable Requirements of Law (other than immaterial non-compliance) and the terms of such Canadian Pension Plan (other than immaterial non-compliance), (vi) all liabilities under each Canadian Pension Plan are funded in accordance with the terms of the respective Canadian Pension Plans, the requirements of applicable pension benefits laws and of applicable regulatory authorities (other than immaterial non-compliance), (vii) no event has occurred and no conditions exist with respect to any Canadian Pension Plan that has resulted or could reasonably be expected to result

in any such Canadian Pension Plan having its registration revoked or refused by any administration of any relevant pension benefits regulatory authority or being required to pay any taxes (other than taxes the amounts of which are immaterial) or penalties under any applicable pension benefits or tax laws and (viii) no Loan Party contributes to, sponsors or maintains, or has in the past 5 years contributed to, sponsored or maintained, a Canadian Defined Benefit Pension Plan.

3.24 Canadian Anti-Corruption and Canadian Anti-Money Laundering. The Canadian Guarantor has adopted and maintains adequate procedures designed to ensure that it is in compliance in all material respects with all Canadian Anti-Money Laundering Legislation and Canadian Anti-Corruption Laws.

3.25 Borrowing Base Certificate. At the time of delivery of each Borrowing Base Certificate, assuming that any eligibility criteria that requires the approval or satisfaction of the Administrative Agent has been approved by or is satisfactory to the Administrative Agent, each material Account reflected therein as eligible for inclusion in the Borrowing Base is an Eligible Accounts Receivable, an Eligible Credit Card Receivable or an Eligible Gift Card Receivable, the material Inventory reflected therein as eligible for inclusion in the Borrowing Base constitutes Eligible Inventory and the cash and Cash Equivalents reflected therein as eligible for inclusion in the Borrowing Base constitute Borrowing Base Cash.

SECTION 4. CONDITIONS PRECEDENT

4.1 Conditions to the Closing Date. The effectiveness of this Agreement is subject to the satisfaction of the following conditions on the Closing Date:

(a) Loan Documents. The Administrative Agent shall have received (i) this Agreement, executed and delivered by a duly authorized officer of Parent and the Borrower, (ii) an executed signature page from each Lender party to this Agreement on the Closing Date, and (iii) executed copies of the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement.

(b) Closing Certificate. The Administrative Agent shall have received a certificate of each Loan Party, dated the Closing Date, substantially in the form of Exhibit B hereto, with appropriate insertions and attachments as called for in such Exhibit B.

(c) Other Certifications. The Administrative Agent shall have received the following:

(i) if available, a copy of the charter or other similar organizational document of each Loan Party and each amendment thereto, certified (as of a date reasonably near the date of the initial extension of credit) as being a true and correct copy thereof by the Secretary of State or other applicable Governmental Authority of the jurisdiction in which each such Loan Party is organized (or, with respect to the Canadian Guarantor, by a Responsible Officer);

(ii) for Loan Parties other than the Canadian Guarantor, a copy of a certificate of the Secretary of State or other applicable Governmental Authority of the

jurisdiction in which each such Loan Party is organized, dated reasonably near the date of the initial extension of credit, listing the charter or other similar organizational document of such Loan Party and each amendment thereto on file in such office and, if available, certifying that (A) such amendments are the only amendments to such Person's charter on file in such office and (B) such Person is duly organized and (to the extent such certificate exists in the relevant jurisdiction) in good standing or full force and effect under the laws of such jurisdiction; and

(iii) a certificate of a duly authorized officer or director of each Loan Party certifying (i) that the attached copies of such Loan Party's organizational documents are true and complete, and in full force and effect, without amendment except as shown; (ii) that an attached copy of resolutions authorizing execution and delivery of the Loan Documents is true and complete, and that such resolutions are in full force and effect, were duly adopted, have not been amended, modified or revoked, and constitute all resolutions adopted with respect to the Loan Documents; and (iii) to the title, name and signature of each Person authorized to sign the Loan Documents.

(d) [Reserved].

(e) "Know-Your-Customer". The Loan Parties shall have provided or caused to be provided the documentation and other information to the Administrative Agent required by United States and Canadian regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act and Canadian Anti-Money Laundering Legislation, in each case, at least two Business Days prior to the Closing Date, to the extent reasonably requested in writing at least five Business Days prior to the Closing Date.

(f) Budget. The Administrative Agent shall have received the initial Budget, a monthly forecast for the period through the Maturity Date and an opening pro forma balance sheet for the Loan Parties.

(g) Term Loan DIP Credit Agreement. The Administrative Agent shall have received an executed copy of the Term Loan DIP Credit Agreement, and the Interim DIP Order shall have approved the funding to the Borrower by the Term Loan Lenders of at least $30,000,000 in Term Loans.

(h) Commencement of Chapter 11 Cases. The Chapter 11 Cases shall have been commenced and all of the pleadings related to the "first day orders" and "second day orders" entered by the Bankruptcy Court at the time of the commencement of the Chapter 11 Cases and prior to the Interim DIP Order shall be in form and substance reasonably satisfactory to the Required Lenders.

(i) Commencement of Recognition Proceedings. The Recognition Proceedings shall have been commenced.

(j) Interim DIP Order. The Interim DIP Order, substantially in the form of Exhibit J hereto, shall have been entered by the Bankruptcy Court within three (3) Business Days after the Petition Date, subject to the discretion of the Bankruptcy Court, and the Administrative

Agent shall have received a true and complete copy of such order, and such order shall be in full force and effect and shall not have been reversed, modified, amended, stayed or vacated absent prior written consent of the Required Lenders and subject to Required FILO Ad Hoc Group Approval and such order shall not be subject to a stay pending appeal or motion for leave to appeal or other proceeding to set aside any such order or the challenge to the relief provided for in such order, except as consented to by the Required Lenders and subject to Required FILO Ad Hoc Group Approval;

(k) Cash Management Order. An order entered by the Bankruptcy Court pertaining to the Loan Parties' cash management system ("Cash Management Order") and all motions and other documents filed with the Bankruptcy Court prior to the Closing Date in connection therewith shall be in form and substance reasonably satisfactory to the Required Lenders;

(l) No Appointment of Trustee. No trustee or other disinterested person with expanded powers pursuant to Section 1104(c) of the Bankruptcy Code shall have been appointed or designated in any of the Chapter 11 Cases, and no motion shall be pending in the Bankruptcy Court seeking any such relief;

(m) Adequate Protection. The Prepetition ABL Agent and the Prepetition FILO Lenders shall have each received adequate protection in respect of the Liens securing the Prepetition FILO Loans as set forth in the Interim DIP Order;

(n) DIP Financing Protections. The Collateral Agent, for its benefit and the benefit of each Lender, shall have been granted a perfected, valid, enforceable Lien on, and security interest in, the Collateral, in addition to the DIP Superpriority Claim, on the terms and conditions set forth herein and in the Interim DIP Order;

(o) Representations and Warranties. Each of the representations and warranties made by any Loan Party in the Loan Documents shall be true and correct in all material respects on and as of the Closing Date, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date (provided that, in each case, such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified by materiality or Material Adverse Effect);

(p) No Default. No Default or Event of Default shall have occurred and be continuing on the Roll-Up Effective Time or after giving effect to the roll-up of Prepetition FILO Loans on the Roll-Up Effective Time;

(q) Costs and Expenses. All reasonable and documented out-of-pocket costs, fees, expenses (including, without limitation, reasonable and documented legal fees and expenses) set forth in the Loan Documents and required to be paid to the Administrative Agent and the Lenders (and to counsel of the Administrative Agent and the Ad Hoc Committee Advisors) on or before such date shall have been paid; provided that, legal fees shall be limited to the reasonable and documented fees and disbursements of one U.S. counsel for the Administrative Agent (which shall be Simpson Thacher & Bartlett LLP), one Canadian counsel

for the Administrative Agent (which shall be Norton Rose Fulbright Canada LLP), one lead U.S. counsel for the Crossover Ad Hoc Group (which shall be Milbank LLP), one lead Canadian counsel for the Crossover Ad Hoc Group (which shall be Cassels Brock & Blackwell LLP), and one lead U.S. counsel for the FILO Ad Hoc Group (which shall be Paul, Weiss, Rifkind, Wharton & Garrison LLP) including reasonable and documented out-of-pocket costs and expenses of the Agents (including in connection with preparing all documents and enforcing any and all obligations relating to the Facility); and

(r) Responsible Officer Certificate. The Administrative Agent shall have received a certificate of a Responsible Officer of the Borrower certifying compliance with the conditions set forth in clauses (o) and (p) above as of the Closing Date.

For purposes of determining whether the conditions specified in this Section 4.1 have been satisfied on the Closing Date, by executing this Agreement, the Administrative Agent and each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

SECTION 5. AFFIRMATIVE COVENANTS

Holdings, GNC Parent LLC, Parent and the Borrower each hereby jointly and severally agree that, so long as Loan or other amount (excluding Obligations in respect of Cash Management Obligations and contingent reimbursement and indemnification obligations which are not due and payable) is owing to any Lender or any Agent hereunder, it shall and shall cause each of the Loan Parties that are Subsidiary Guarantors to:

5.1 Financial Statements; Budget.

(A) Financial Statements.

Furnish to the Administrative Agent for further delivery to each Lender:

(a) within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures as of the end of and for the previous year, all in reasonable detail and prepared in accordance with GAAP, reported on by PricewaterhouseCoopers or other independent certified public accountants of nationally recognized standing;

(b) within 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures as of the end of and for the corresponding period in the previous year, all in reasonable detail and certified by a Responsible Officer as fairly presenting in all material respects the financial condition, results of

operations and cash flows of the Borrower and its consolidated Subsidiaries in accordance with GAAP (subject to normal year end audit adjustments and the absence of footnotes); and

(c) within 30 days after the end of each month (other than the third fiscal month of any fiscal quarter), a copy of the unaudited consolidated balance sheets of the Borrower and its consolidated Subsidiaries as at the end of such month and the related unaudited consolidated statements of income and of cash flows for such month.

(B) Budget and Other Information.

Furnish to the Administrative Agent for further delivery to each Lender:

(a) concurrently with delivery thereof under the Term Loan DIP Credit Agreement, an updated 13-week statement of the Loan Parties' anticipated cash receipts and Budget Disbursements for the subsequent 13-week period (a "Proposed Budget"). Such Proposed Budget shall on such Wednesday become the "Budget" for all purposes unless the Borrower notifies the Administrative Agent that, in accordance with the terms of the Term Loan DIP Credit Agreement, the Budget then in effect shall continue as the then-effective Budget;

(b) concurrently with delivery thereof under the Term Loan DIP Credit Agreement, a report (each, a "Variance Report") setting forth in reasonable detail (a) the Borrower's actual aggregate cash receipts and aggregate cash Budget Disbursements for the relevant Variance Statement Period (as defined in the Term Loan DIP Credit Agreement) and available cash on hand as of the end of such period and (b) the variance in dollar amounts of the actual aggregate receipts and aggregate cash Budget Disbursements for the relevant Variance Statement Period from those reflected for the corresponding period in the Budget;

(c) on Wednesday of each week (commencing after the first full week after the Petition Date), provide to the Administrative Agent and the Ad Hoc Committee Advisors a report with respect to the immediately prior week setting forth sales and same-store sales (in Dollar amounts) broken down by (i) retail (domestic and franchise), (ii) e-commerce, (iii) U.S. retail segment, (iv) wholesale segment and (v) international segment ("Sales Report");

(d) within seven days after the start of each month commencing after the Petition Date, provide to the Administrative Agent and Ad Hoc Committee Advisors the Sales Report with respect to the immediately prior month;

(e) on Wednesday of each week (commencing after the first full week after the Petition Date), provide to the Administrative Agent and Ad Hoc Committee Advisors a report setting forth, in Dollar amounts, sale proceeds and product margin achieved in the going-out-of-business sale with respect to the immediately prior week; and

(f) on Wednesday of every second week after the Petition Date (commencing after the second full week after the Petition Date), provide to the Administrative Agent and the Ad Hoc Committee Advisors a report containing an update on negotiations with landlords, including a written summary of lease modifications and related savings.

The Borrower shall, to the extent requested by the Ad Hoc Committee Advisors, weekly, at a time mutually agreed with the Administrative Agent that is promptly after the delivery of the information required pursuant to clause (B)(b) above, participate in a conference call for the Ad Hoc Committee Advisors to discuss the financial condition and results of operations of the Loan Parties and the Budget and Variance Report. The Agents and the Lenders acknowledge that the content of such calls will include Nonpublic Information.

Notwithstanding the foregoing, the obligations in paragraphs (A)(a) and (A)(b) of this Section 5.1 may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing (A) the applicable financial statements of any direct or indirect parent company of the Borrower that directly or indirectly owns all of the Capital Stock of the Borrower or (B) the Borrower's (or any direct or indirect parent company thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, with respect to each of clauses (A) and (B), (i) to the extent such information relates to a parent of the Borrower and if requested by the Administrative Agent, such information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to the Borrower (or such parent), on the one hand, and the information relating to the Borrower and the Subsidiaries on a standalone basis, on the other hand (which consolidating information shall be certified by a Responsible Officer of the Borrower as fairly presenting such information unless such consolidating information is contained in the financial statements included in a Form 10-K or 10-Q filed with the SEC), and (ii) to the extent such information is in lieu of information required to be provided under Section 5.1(A)(a), the consolidated financial statements included in the materials provided pursuant to the foregoing clause (A) or (B) are accompanied by a report of PricewaterhouseCoopers or other independent public accountants of recognized national standing.

5.2 Certificates; Other Information. Furnish to the Administrative Agent in each case (other than in the case of clauses (c) and (h) below) for further delivery to each Lender, or, in the case of clause (g) below, to the relevant Lender:

(a) [reserved];

(b) concurrently with the delivery of any financial statements pursuant to Sections 5.1(A)(a), 5.1(A)(b) and 5.1(A)(c), a certificate of a Responsible Officer stating that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate;

(c) [reserved];

(d) to the extent that the Borrower (or a direct or indirect parent company of Borrower) is not otherwise required to file reports on form 10-K or 10-Q with the SEC, within 45 days after the end of each of the first three fiscal quarters of the Borrower in each fiscal year, or within 90 days after the fourth fiscal quarter of the Borrower in each fiscal year, a narrative discussion and analysis of the financial condition and results of operations of the Borrower and its Subsidiaries for such fiscal quarter and for the period from the beginning of the then current fiscal year to the end of such fiscal quarter, as compared to the comparable periods of the previous year;

(e) promptly after the furnishing thereof, copies of any material notices received by any Loan Party from, or material statement or material report furnished to, any holder (which is not an Affiliate of Parent) of Material Debt and not otherwise required to be furnished to the Administrative Agent or the Lenders pursuant to any other clause of this Section 5.2;

(f) within ten days after the same are sent, copies of all reports that Parent or the Borrower or any of its Restricted Subsidiaries sends to the holders of (x) any Material Debt or (y) any class of its public equity securities and, within ten days after the same are filed, copies of all reports that Parent or the Borrower or any of its Restricted Subsidiaries may make to, or file with, the SEC (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered to the Administrative Agent), exhibits to any registration statement and, if applicable, any registration statement on Form S-8), and in any case not otherwise required to be furnished to the Administrative Agent or the Lenders pursuant to any other clause of this Section 5.2; in each case only to the extent such reports are of a type customarily delivered by borrowers to lenders in syndicated loan financings;

(g) promptly, such additional financial and other information regarding the business, legal, financial or corporate affairs of any Loan Party or any Restricted Subsidiary as the Administrative Agent may from time to time reasonably request (on its own behalf or on behalf of any Lender); and

(h) promptly after the same are available and to the extent feasible and reasonably practicable not later than three (3) days prior to the filing thereof with the Bankruptcy Court or the Canadian Court by or on behalf of the Loan Parties, proposed forms of the Bankruptcy Court DIP Order, all other proposed orders and pleadings related to the Facility, any plan of reorganization or liquidation, and any disclosure statement related to such plan.

Concurrently with the delivery of any document or notice required to be delivered pursuant to this Section 5.2 (collectively, the "Borrower Materials"), the Borrower shall indicate in writing whether such document or notice contains Nonpublic Information (which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof if such Borrower Materials may be distributed to "public-side" Lenders). Parent and the Borrower and each Lender acknowledge that certain of the Lenders may be "public-side" Lenders (Lenders that do not wish to receive material non-public information with respect to Holdings, Parent, the Borrower, its Subsidiaries or their securities) and, if documents or notices required to be delivered pursuant to this Section 5.2 or otherwise are being distributed through IntraLinks/IntraAgency, SyndTrak or another relevant website or other information platform (the "Platform"), any document or notice that the Borrower has indicated contains Nonpublic Information shall not be posted on that portion of the Platform designated for such public-side Lenders. All Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "public side". If the Borrower has not indicated whether a document or notice delivered pursuant to this Section 5.2 contains Nonpublic Information, the Administrative Agent shall post such document or notice solely on that portion of the Platform designated for Lenders who do not wish to receive material nonpublic information with respect to Parent, the Borrower, its Subsidiaries and their securities.

5.3 Payment of Obligations. Subject to the Bankruptcy Court DIP Order, pay, discharge or otherwise satisfy before they become delinquent, as the case may be, all its material tax obligations, except (a) where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of Parent, the Borrower or its Restricted Subsidiaries, as the case may be or (b) where the failure to pay, discharge or otherwise satisfy the same would not reasonably be expected to have a Material Adverse Effect.

5.4 Conduct of Business and Maintenance of Existence, etc. (a) (i) Preserve, renew and keep in full force and effect its corporate or other organizational existence and (ii) take all reasonable action to maintain all rights, privileges, franchises, permits and licenses necessary or desirable in the normal conduct of its business, except, in each case, as otherwise permitted by Section 6.4 and except (other than in the case of the preservation of existence of Parent and the Borrower) to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; (b) to the extent not in conflict with this Agreement or the other Loan Documents, comply with all applicable Requirements of Law, except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws.

5.5 Maintenance of Property; Insurance. (a) Except as would not reasonably be expected to have a Material Adverse Effect, keep all Property and systems necessary in its business (in the good faith belief of the Borrower) in good working order and condition, ordinary wear and tear excepted and (b) maintain with financially sound and reputable insurance companies insurance (or, with respect to inventory and equipment at the retail store level, a program of self-insurance) on all its Property meeting the requirements of Section 5.3 of the Guarantee and Collateral Agreement and in at least such amounts and against at least such risks (but including in any event public liability, product liability and business interruption) as are usually insured against in the same geographic regions by companies of similar size engaged in the same or a similar business and as would be carried under similar circumstances; provided that such insurance shall not be required to cover ephedra products or other products for which insurance is not available or is not available on commercially reasonable terms.

5.6 Inspection of Property; Books and Records; Discussions. (a) (i) Keep proper books of records in conformity with GAAP and all material applicable Requirements of Law of all material dealings and transactions in relation to its business activities and (ii) permit representatives of the Administrative Agent, at reasonable business times and upon reasonable prior notice, to visit and inspect any of its properties and examine and, at the Borrower's expense, and make abstracts from any of its books and records as often as may reasonably be desired (subject to the immediately succeeding sentence) and to discuss the business, operations, properties and financial and other condition of Parent, the Borrower and its Restricted Subsidiaries with officers and employees of Parent, the Borrower and its Restricted Subsidiaries and with their respective independent certified public accountants (subject to such accountants' policies and procedures). Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing (in which case there shall be no limits on such visits, inspections and examinations) such visits, inspections and examinations shall be limited to two per fiscal year

(and, (x) so long as no Event of Default has occurred and is continuing, only one time at the Borrower's expense and (y) following the occurrence and during the continuance of an Event of Default, not more than two times at the Borrower's expense); provided, however, that unless an Event of Default exists, (i) such inspections for environmental matters shall be limited to no more than once per fiscal year and (ii) at all times such inspections for environmental matters shall be limited to non-intrusive and non-invasive visual observations. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 5.6, none of Parent, the Borrower or any of the Restricted Subsidiaries will be required to disclose, permit the inspection, examination or making copies or abstracts of, or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by any Requirement of Law or any binding agreement or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

(a) At the Administrative Agent's discretion, no more frequently than once per fiscal year, the Loan Parties will, at their expense and upon the Administrative Agent's request, permit any Persons designated by the Administrative Agent and reasonably satisfactory to the Borrower to conduct a field examination and an inventory appraisal, in each case with respect to Collateral contained in the Borrowing Base, at a reasonable business time and upon reasonable prior notice to the Borrower, and with respect to such inventory appraisal, to be conducted by an Acceptable Appraiser. The Loan Parties will reasonably cooperate with the Administrative Agent and such Persons in the conduct of such field examination and inventory appraisal. The Administrative Agent shall provide a copy of any field examination and/or inventory appraisal prepared after the Closing Date to any Lender upon such Lender's request. Notwithstanding the foregoing, at any time during the continuance of a Specified Event of Default, additional field examinations and inventory appraisals shall be permitted at the request of the Administrative Agent, in each case at the Borrower's expense. The Administrative Agent shall have the right, but not the obligation, from time to time at the Borrower's request and expense, to periodically update the inventory appraisal. With respect to each inventory appraisal made pursuant to this Section 5.6(b), (i) the Administrative Agent and the Loan Parties will each be given a reasonable amount of time to review and comment on a draft form of the inventory appraisal prior to its finalization and (ii) any adjustments to the Net Orderly Liquidation Value or the Borrowing Base hereunder as a result of such inventory appraisal shall be reflected in the Borrowing Base Certificate delivered immediately succeeding such inventory appraisal.

5.7 Notices. Promptly give notice to the Administrative Agent in each case for further delivery to the Collateral Agent and each Lender of:

(a) knowledge by the Borrower or Parent of the occurrence of any Default or Event of Default;

(b) any (i) default or event of default (or alleged default) under any Contractual Obligation (other than the Loan Documents) of any of the Loan Parties or (ii) litigation, investigation or proceeding which may exist at any time between any of the Loan

Parties and any Governmental Authority, that in the case of either of clause (i) or (ii), would reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding against any of the Loan Parties (other than the Chapter 11 Cases and the Recognition Proceedings) that would reasonably be expected to have a Material Adverse Effect;

(d) the following events to the extent such events would reasonably be expected to have a Material Adverse Effect, as soon as possible and in any event within 30 days after the Borrower or any Commonly Controlled Entity knows or has reason to know thereof: (i) the occurrence of any ERISA Event or Canadian Pension Termination Event with respect to any Plan or Canadian Defined Benefit Plan, a failure to make any required contribution to a Single Employer Plan or Multiemployer Plan or a Canadian Pension Plan that would reasonably be expected to give rise to a Lien in favor of the PBGC, the Financial Services Commission of Ontario (or other like provincial entities) ("FSCO") or a Single Employer Plan or Multiemployer Plan or Canadian Pension Plan, the creation of any Lien in favor of any Person including the PBGC, the FSCO or a Single Employer Plan or Multiemployer Plan or Canadian Pension Plan or any withdrawal from, or the termination or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the FSCO or the Borrower or any Loan Party or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the termination or Insolvency of, any Plan or Canadian Defined Benefit Plan; and

(e) any other development or event that results in or would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action (if any) Parent, the Borrower or the relevant Loan Party proposes to take with respect thereto.

5.8 Environmental Laws. (a) Comply in all respects with all applicable Environmental Laws, and obtain, maintain and comply with any and all Environmental Permits, except to the extent the failure to so comply with Environmental Laws or obtain, maintain or comply with Environmental Permits would not reasonably be expected to have a Material Adverse Effect.

(a) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other corrective actions required pursuant to Environmental Laws and promptly comply in all respects with all lawful orders and directives of all Governmental Authorities regarding any violation of or non-compliance with Environmental Laws and any release or threatened release of Hazardous Materials, except, in each case, to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.9 Borrowing Base Certificates. On the Closing Date and on the immediately following Wednesday after the end of each consecutive two-calendar-week period, commencing with Wednesday, July 8 (or, promptly following the Disposition of ABL Priority Collateral or the release of a Loan Party owning ABL Priority Collateral, in either case, constituting

$7,500,000 or more for Collateral other than Borrowing Base Cash in the aggregate in any 30 day period, or $5,000,000 in the case of Borrowing Base Cash as provided in the definition thereof), deliver a Borrowing Base Certificate to the Administrative Agent as of the close of business on Saturday of the immediately preceding week, and covering the period consisting of the two weeks ended on such Saturday (or if delivered pursuant to the preceding parenthetical, update the most recently-delivered Borrowing Base Certificate solely to give pro forma effect to such Disposition or release). Notwithstanding the foregoing, the Borrower may elect to deliver a Borrowing Base Certificate more frequently than every two weeks; provided that, if the Borrower makes such an election, the Borrower shall continue to deliver a Borrowing Base Certificate on such more frequent basis for at least 60 days.

5.10 Opposition to Motions. Promptly oppose (i) any motion filed by any third party in the Bankruptcy Court or Canadian Court to (x) lift the stay on the Collateral (other than motions filed by the Administrative Agent or the Lenders) or (y) terminate the exclusive ability of the Loan Parties to file a plan of reorganization, or (ii) any other motion that, if granted, could reasonably be expected to have a material adverse effect on the Administrative Agent or the Lenders or any Collateral.

5.11 Additional Collateral, etc.. Subject to any applicable limitation in any Intercreditor Agreement:

(a) [reserved].

(b) [reserved].

(c) With respect to any new Subsidiary created or acquired after the Closing Date (other than Excluded Subsidiaries) by the Borrower or a Subsidiary Guarantor promptly cause such new Subsidiary to become a party to the Guarantee and Collateral Agreement.

(d) Notwithstanding the foregoing provisions of this Section 5.11 or any other provision hereof or of any other Loan Document, (i) the Borrower and Guarantors shall not be required to grant a security interest in any Excluded Assets, (ii) Liens required to be granted pursuant to this Section 5.11, and actions required to be taken, including to perfect such Liens, shall be subject to exceptions and limitations consistent with those set forth in the Security Documents on the Closing Date (or as created or amended after the Closing Date with the approval of the Borrower), (iii) other than with respect to (A) the Canadian Guarantor and (B) any other Foreign Subsidiary that becomes a Guarantor after the Closing Date, and in such instance, only with respect to the stock of such Foreign Subsidiary and subject to customary exceptions, limitations and restrictions imposed by local law, no Loan Party shall be required to take any actions outside the United States or under non-United States law to create or perfect any Liens on the Collateral (including, without limitation, any Intellectual Property registered or applied for registration in any jurisdiction outside the United States) and no Security Document shall be governed by the laws of any jurisdiction outside the United States, (iv) the Loan Parties shall not be required to deliver any landlord waivers, estoppels, collateral access agreements or bailee letters, (v) the Loan Parties shall not be required to deliver control agreements or otherwise deliver perfection by "control" (within the meaning of the Uniform Commercial Code or the Securities Transfer Act (Ontario) (or equivalent in any other province or territory))

(including with respect to deposit accounts, securities accounts and commodities accounts), (vi) notices shall not be required to be sent by any Loan Party or any Subsidiary or permitted to be sent by any Secured Party to account debtors or other contractual third parties unless an Event of Default has occurred and is continuing, (vii) no perfection of security interests (except to the extent perfected by the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order) shall be required with respect to letter of credit rights and (viii) in no event shall perfection be required with respect to any Collateral by means other than the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order.

5.12 [Reserved].

5.13 Further Assurances. Upon the exercise by the Administrative Agent, the Collateral Agent or any Lender of any right or remedy pursuant to this Agreement or the other Loan Documents which requires any consent, approval, recording, qualification or authorization of any United States or Canadian Governmental Authority, the Borrower will execute and deliver, or will cause its Restricted Subsidiaries to execute and deliver all applications, certifications, instruments and other documents that such Agent or such Lender may be required to obtain from the Borrower or any of its Restricted Subsidiaries for such governmental consent, approval, recording, qualification or authorization, subject to the terms of Section 5.10 and other than with respect to any Excluded Assets.

5.14 Maintenance of Ratings. The Borrower shall use commercially reasonable efforts to obtain, within 90 days following the Closing Date, and if so obtained, will use commercially reasonable efforts to maintain thereafter a private rating (but not any specific rating) from either Moody's or S&P for the FILO Term Loans.

5.15 Fiscal Period. End the Fiscal Year of the Borrower on December 31 and maintain the Borrower's method of determining fiscal quarters as such method is in effect on the Closing Date.

5.16 [Reserved].

5.17 Anti-Corruption and Sanctions. Use, and cause the respective directors, officers, employees and agents of the Borrower and its Subsidiaries to use, the proceeds of any Loan in a manner not (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto. Notwithstanding the foregoing, the covenants in this Section 5.16 shall not be made by nor apply to any Person that qualifies as a corporation that is registered or incorporated under the laws of Canada or any province thereof and that carries on business in whole or in part in Canada within the meaning of Section 2 of the Foreign Extraterritorial Measures (United States) Order, 1992 passed under the Foreign Extraterritorial Measures Act (Canada) in so far as such covenants would result in a violation of or conflict with the Foreign Extraterritorial Measures Act (Canada) or any similar law.

SECTION 6. NEGATIVE COVENANTS

Holdings, GNC Parent LLC, Parent and the Borrower each agree that, so long as any Loan or other amount (excluding Obligations in respect of Cash Management Obligations and contingent reimbursement and indemnification obligations which are not due and payable) is owing to any Lender or any Agent hereunder, it shall not, and shall not permit any of the Loan Parties that are Subsidiary Guarantors to:

6.1 [Reserved].

6.2 Limitation on Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness of the Loan Parties under (i) the Loan Documents, (ii) the Prepetition Loan Documents in effect on the Petition Date, (iii) the Term Loan DIP Credit Agreement, (iv) the LC Cash Collateral Agreement and the Existing Letters of Credit and (v) the Carve Out;

(b) Indebtedness of any Loan Party to any other Loan Party or any Restricted Subsidiary, so long as any such Indebtedness owed to a non-Loan Party is subordinated to the Obligations pursuant to the Bankruptcy Court DIP Order;

(c) Indebtedness (including intercompany Indebtedness) and Guarantee Obligations outstanding on the Closing Date;

(d) Guarantee Obligations by Holdings, the Borrower or any of the Guarantors in respect of Indebtedness of the Borrower or any of the Guarantors otherwise permitted hereunder;

(e) Indebtedness in respect of Cash Management Services in the ordinary course of business and Indebtedness arising from the endorsement of instruments or other payment items for deposit and the honoring by a bank or other financial institution of instruments or other payments items drawn against insufficient funds;

(f) to the extent constituting Indebtedness, indemnification, deferred purchase price adjustments, earn-outs or similar obligations, in each case, incurred or assumed in connection with the acquisition of any business or assets or any Investment permitted to be acquired or made hereunder or any Disposition permitted hereunder;

(g) [reserved];

(h) Indebtedness consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(i) Indebtedness in respect of Hedge Agreements entered into in the ordinary course of business, and not for speculative purposes, to protect against exposure to interest rates, commodity prices or foreign exchange rates;

(j) Indebtedness representing deferred compensation or similar obligations to employees of the Borrower and the Guarantors incurred in the ordinary course of business;

(k) Indebtedness incurred by the Borrower or any of the Guarantors in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims; provided that upon the drawing of such letter of credit or the incurrence of such Indebtedness, such obligations are reimbursed within 90 days (or such longer period as may be agreed upon by the Administrative Agent) unless the amount or validity of such obligations are being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Borrower or the Guarantors, as the case may be; provided further that such Indebtedness shall not exceed $500,000 in the aggregate at any time outstanding;

(l) Indebtedness in respect of performance, bid, release, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of the Guarantors, in each case in the ordinary course of business;

(m) Indebtedness in respect of letters of credit issued for the account of the Borrower or any of the Guarantors to finance the purchase of inventory so long as (x) such Indebtedness is secured only by cash collateral and in accordance with the Budget and (y) the aggregate principal amount of such Indebtedness does not exceed $1,500,000 at any one time outstanding;

(n) Indebtedness incurred in the ordinary course of business with respect to customer deposits and other unsecured current liabilities not the result of borrowing and not evidenced by any note or other evidence of Indebtedness;

(o) unsecured Indebtedness of the Borrower or any of the Guarantors owing to the Borrower or any other Guarantors to the extent expressly contemplated in the Budget and constituting an Investment permitted by Section 6.8;

(p) Indebtedness in an aggregate principal amount not to exceed $2,000,000 at any one time outstanding; and

(q) to the extent constituting Indebtedness, all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in Section 6.2 (a) through (p) above; and

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would

cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased, plus any undrawn commitments with respect thereto and the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses incurred in connection with such refinancing.

To the extent otherwise constituting Indebtedness, the accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall be deemed not to be Indebtedness for purposes of this Section 6.2. The principal amount of any non-interest bearing Indebtedness or other discount security constituting Indebtedness at any date shall be the principal amount thereof that would be shown on a balance sheet of the Borrower dated such date prepared in accordance with GAAP.

6.3 Limitation on Liens. Create, incur, assume or suffer to exist any Lien upon any of its Property, whether now owned or hereafter acquired, except for:

(a) Liens for Taxes, assessments or governmental charges that are not overdue for a period of more than 60 days or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect to such proceedings are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP);

(b) (i) carriers', warehousemen's, landlord's, mechanics', contractor's, materialmen's, repairmen's or other like Liens imposed by law or arising in the ordinary course of business which secure amounts that are not overdue for a period of more than 60 days or if more than 60 days overdue, are unfiled and no action has been taken to enforce such Lien, or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect to such proceedings are maintained in the books of the Borrower or the applicable Subsidiary, as the case may be, in conformity with GAAP), (ii) Liens of customs and revenue authorities to secure payment of customs duties in connection with the importation of goods and (iii) Liens on specific items of inventory or other goods and proceeds thereof of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or such other goods in the ordinary course of business;

(c) subject to the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order (i) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Loan Party or any Subsidiary;

(d) deposits by or on behalf of any Loan Party or any of its Subsidiaries to secure the performance of bids, trade contracts and governmental contracts (other than

Indebtedness for borrowed money), leases, statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and title defects that, in the aggregate, do not materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower and its Subsidiaries taken as a whole;

(f) Liens in existence on the Closing Date and Replacement Liens in respect thereof;

(g) Liens created pursuant to (i) the Loan Documents, (ii) the Prepetition Loan Documents in effect on the Petition Date, (iii) the Term Loan DIP Credit Agreement, (iv) the LC Cash Collateral Agreement and the Existing Letters of Credit, and (v) the Carve Out;

(h) any interest or title of a lessor or sublessor under any lease or sublease or real property license or sub-license entered into by the Borrower or any Guarantor in the ordinary course of its business and covering only the assets so leased, subleased, licensed or sub-licensed and any Liens on such lessor's, sublessor's, licensee's or sub-licensee's interest or title;

(i) Liens in connection with attachments or judgments or orders in circumstances not constituting an Event of Default under Section 7.1(f);

(j) Liens existing on property at the time of its acquisition or existing on the property of a Person which becomes a Subsidiary of the Borrower after the Closing Date; provided that (i) such Liens existed at the time such property was acquired or such Person became a Subsidiary of the Borrower, (ii) such Liens were not granted in connection with or in contemplation of the applicable acquisition or Investment, (iii) any Indebtedness secured thereby is permitted by Section 6.2 and (iv) such Liens are not expanded to cover additional Property (other than proceeds and products thereof); and Replacement Liens in respect thereof;

(k) Liens consistent with those arising by operation of law consisting of customary and ordinary course rights of setoff upon deposits of cash and Cash Equivalents in favor of banks or other financial or depository institutions in the ordinary course of business;

(l) Liens on insurance policies and the proceeds thereof securing insurance premium financing permitted hereunder;

(m) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by the Borrower or any Guarantor in the ordinary course of business;

(n) (i) Liens of a collection bank arising under Section 4-208 or 4-210 of the Uniform Commercial Code on the items in the course of collection, (ii) Liens attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and not for speculative purposes and (iii) bankers' Liens, rights of setoff and

other similar Liens existing solely with respect to accounts and cash and Cash Equivalents on deposit in accounts maintained by the Borrower or any Guarantor, in each case under this clause (iii) granted in the ordinary course of business in favor of the banks or other financial or depositary institution with which such accounts are maintained, securing amounts owing to such Person with respect to Cash Management Services (including, without limitation, operating account arrangements and those involving pooled accounts and netting arrangements); provided that, in the case of this clause (iii), unless such Liens arise by operation of applicable law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness for borrowed money;

(o) non-exclusive licenses and sub-licenses of Intellectual Property granted by the Borrower or any of the Guarantors in the ordinary course of business (and, to the extent in existence on the Closing Date or granted by the Borrower or any of the Guarantors in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States and Canada);

(p) UCC or PPSA financing statements or similar public filings that are filed as a precautionary measure in connection with operating leases or consignment of goods in the ordinary course of business;

(q) Liens on property purportedly rented to, or leased by, the Borrower or any of the Guarantors pursuant to a Sale and Leaseback Transaction; provided, that (i) such Sale and Leaseback Transaction is permitted by Section 6.12, (ii) such Liens do not encumber any other property of the Borrower or the Guarantors, and (iii) such Liens secure only the Attributable Indebtedness incurred in connection with such Sale and Leaseback Transaction;

(r) Liens on the assets of Foreign Subsidiaries that secure only Indebtedness permitted pursuant to Section 6.2 and related obligations of Foreign Subsidiaries;

(s) good faith earnest money deposits made in connection with an Investment (other than Investments under Section 6.8(r)) or letter of intent or purchase agreement permitted hereunder;

(t) Liens in favor of a Loan Party or a Restricted Subsidiary securing intercompany Indebtedness permitted hereunder; provided, that such intercompany Indebtedness, to the extent owed from a Loan Party to a non-Loan Party, shall be subordinated to the Obligations pursuant to the Bankruptcy Court DIP Order;

(u) Liens (i) on an Investment permitted pursuant to Section 6.8 to be applied against the purchase price for such Investment or (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 6.5, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(v) Liens deemed to exist in connection with Investments in repurchase agreements under Section 6.8; provided such Liens do not extend to any assets other than those assets that are the subject of such repurchase agreement;

(w) Liens that are customary contractual rights of setoff relating to purchase orders and other agreements entered into with customers of the Borrower or any of the Subsidiaries in the ordinary course of business;

(x) ground leases in respect of real property on which facilities owned or leased by the Borrower or any of its Subsidiaries are located;

(y) Liens or rights of setoff against credit balances of the Borrower or any of the Guarantors with credit card issuers or credit card processors or amounts owing by such credit card issuers or credit card processors to the Borrower or any of the Guarantors in the ordinary course of business, to secure the obligations of the Borrower or any of the Guarantors to such credit card issuers and credit card processors as a result of fees and chargebacks;

(z) Liens with respect to Capital Stock in joint ventures that arise pursuant to the applicable underlying joint venture agreement;

(aa) Liens securing obligations in an amount not to exceed $2,000,000 at any one time outstanding; and

(bb) Liens in favor of the Prepetition Lenders and Prepetition Agents granted pursuant to the Bankruptcy Court DIP Orders;

provided that, notwithstanding anything to the contrary contained herein, no Liens on ABL Priority Collateral that are senior to or *pari passu* with the Liens securing the Obligations shall be permitted under this Section 6.3 (other than any Lien permitted under Section 6.3(a), 6.3(b), 6.3(c), 6.3(d), 6.3(g) (other than with respect to Prepetition Term Loan Documents), 6.3(h), 6.3(i), 6.3(j), 6.3(k), 6.3(l), 6.3(m) (but only as to such acquired goods), 6.3(n), 6.3(q), 6.3(s), 6.3(u), 6.3(v), 6.3(w) or 6.3(y)).

6.4 Limitation on Fundamental Changes. Consummate any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself, or Dispose of all or substantially all of its Property or business, except that so long as no approval of the Bankruptcy Court is required (or such approval is required and shall have been received):

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving entity) and any Subsidiary of the Borrower may be merged, consolidated or amalgamated with or into any Guarantor (provided that if a Guarantor is a party thereto (i) a Guarantor shall be the continuing, surviving or resulting entity or (ii) simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Guarantor and the Borrower shall comply with Section 5.10 in connection therewith);

(b) any Subsidiary of the Borrower may Dispose of all or substantially all of its Property or business (i) (upon liquidation, windup, dissolution or otherwise) to (x) if such Subsidiary is a Loan Party, the Borrower or any other Loan Party and (y) if such Subsidiary is not a Loan Party, the Borrower or any Subsidiary or (ii) pursuant to a Disposition permitted by Section 6.5;

(c) any Foreign Subsidiary may (i) be merged or consolidated or amalgamated with or into any other Foreign Subsidiary, or (ii) Dispose of any or all of its assets to (upon voluntary liquidation, windup, dissolution or otherwise) any other Foreign Subsidiary;

(d) any merger, amalgamation or consolidation the sole purpose of which is to reincorporate or reorganize a Loan Party or Subsidiary in another jurisdiction; provided that (x) in the case of any such merger, amalgamation or consolidation involving a Loan Party, a Loan Party is the surviving, continuing or resulting Person (or simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Subsidiary Guarantor) and the Borrower shall comply with Section 5.10 in connection therewith and (y) in the case of any such merger or consolidation involving a Loan Party or Subsidiary that is domiciled within the United States (or in the case of the Canadian Guarantor, Canada), the continuing, surviving or resulting entity shall be domiciled within the United States (or in the case of the Canadian Guarantor, Canada);

(e) any Investment permitted by Section 6.8 may be structured as a merger, consolidation or amalgamation; provided that in the case of any such merger, consolidation or amalgamation of a Loan Party, the surviving, continuing or resulting legal entity of such merger, consolidation or amalgamation is a Loan Party (or simultaneously with such transaction, the continuing, surviving or resulting entity shall become a Subsidiary Guarantor) and the Borrower shall comply with Section 5.10 in connection therewith; and

(f) any Loan Party (other than the Borrower) may dissolve, liquidate or wind up its affairs at any time if such dissolution, liquidation or winding up would not reasonably be expected to have a Material Adverse Effect.

6.5 Limitation on Disposition of Property. Dispose of any of its Property (including, without limitation, receivables and leasehold interests), whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary of the Borrower, issue or sell any shares of such Restricted Subsidiary's Capital Stock to any Person, except:

(a) the Disposition of obsolete or worn out property in the ordinary course of business;

(b) the sale of inventory and equipment held for sale in the ordinary course of business or pursuant to a "going out of business" sale;

(c) Dispositions permitted by Section 6.4 (other than Section 6.4(b)(ii));

(d) the sale or issuance of any Loan Party's or any Subsidiary's Capital Stock to the Borrower or any other Loan Party or the sale or issuance of any Excluded Subsidiary's Capital Stock to another Excluded Subsidiary; provided that any Guarantor's ownership interest therein is not diluted;

(e) the sale of assets in connection with the closure of stores and the Disposition of franchises and stores (and related assets) in the ordinary course of business or pursuant to a "going out of business" sale;

(f) the Disposition of cash or Cash Equivalents;

(g) (i) the non-exclusive license or sub-license of Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States and Canada) and (ii) the lapse or abandonment in the ordinary course of business of any registrations or applications for registration of any immaterial Intellectual Property;

(h) the lease, sublease, license or sublicense of property which is described in Section 6.3(h);

(i) the Disposition of surplus or other property no longer used or useful in the business of the Borrower and its Subsidiaries in the ordinary course of business or pursuant to a "going out of business" sale;

(j) the Disposition of other assets having a fair market value not to exceed $2,000,000 in the aggregate; provided that to the extent all or a portion of such Disposition is composed of Eligible Accounts Receivable, Eligible Inventory, Eligible Gift Card Receivables, Eligible Credit Card Receivables, Borrowing Base Cash or Acquired Asset Borrowing Base Cash constituting $750,000 or more for Collateral in the aggregate in any 30 day period, then as a condition precedent to such Disposition, the Borrower shall deliver to the Administrative Agent a Borrowing Base Certificate reflecting such Disposition (recalculating the Borrowing Base after giving effect to solely such Disposition);

(k) the Disposition of assets subject to or in connection with any Recovery Event;

(l) Dispositions consisting of Restricted Payments permitted by Section 6.6;

(m) Dispositions consisting of Investments permitted by Section 6.8;

(n) Dispositions consisting of Liens permitted by Section 6.3;

(o) Dispositions of assets pursuant to Sale and Leaseback Transactions permitted pursuant to Section 6.12;

(p) Dispositions of property to a Loan Party or a Subsidiary; provided that if the transferor of such property is a Loan Party (i) the transferee thereof must be a Loan Party or (ii) such Investment must be a permitted Investment in a Restricted Subsidiary that is not a Loan Party in accordance with Section 6.8;

(q) Dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements;

(r) Dispositions of accounts receivable in connection with the collection or compromise thereof in the ordinary course of business (and not for financing purposes); provided

that to the extent all or a portion of such Disposition is composed of Eligible Accounts Receivable, Eligible Gift Card Receivables or Eligible Credit Card Receivables in an aggregate amount exceeding $7,500,000 or more for Collateral other than Borrowing Base Cash and Acquired Asset Borrowing Base Cash in the aggregate in any 30 day period, or $5,000,000 in the case of Borrowing Base Cash and/or Acquired Asset Borrowing Base Cash, as provided in the definition of Borrowing Base Cash, then as a condition precedent to such Disposition, the Borrower shall deliver to the Administrative Agent a Borrowing Base Certificate reflecting such Disposition (recalculating the Borrowing Base after giving effect to solely such Disposition); and

(s) the unwinding of any Hedge Agreement.

6.6 Limitation on Restricted Payments. Declare or pay any dividend on (other than dividends payable solely in Qualified Capital Stock of the Person making the dividend so long as the ownership interest of any Guarantor in such Person is not diluted), or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of any Loan Party, whether now or hereafter outstanding, or make any other distribution in respect thereof, whether in cash or property (collectively, "Restricted Payments"), except that:

(a) any Loan Party may make Restricted Payments to any other Loan Party;

(b) to the extent provided for in the Budget, any Loan Party may make Restricted Payments;

(c) the Borrower may pay dividends to permit Parent or any direct or indirect parent company of Parent to (i) pay operating costs and expenses and other corporate overhead costs and expenses (including, without limitation, directors' fees and expenses and administrative, legal, accounting, filings and similar expenses and salary, bonus and other benefits payable to officers and employees of Parent or any direct or indirect parent company of Parent), in each case to the extent such costs, expenses, fees, salaries, bonuses and benefits are attributable to the ownership or operations of Parent, the Borrower and the Subsidiaries, are reasonable and incurred in the ordinary course of business, (ii) [reserved], (iii) pay taxes which are not determined by reference to income, but which are imposed on Parent or any direct or indirect parent company of Parent as a result of Parent's or such parent company's ownership of the equity of Parent or the Borrower or any direct or indirect parent company of Parent, as the case may be, but only if and to the extent that Parent or such parent company has not received cash or other property in connection with the events or transactions giving rise to such taxes, (iv) [Reserved], (v) pay franchise taxes and other fees, taxes and expenses required to maintain its corporate existence, (vi) finance any Investment permitted to be made hereunder (so long as (A) such dividends are made substantially concurrently with the closing of such Investment and (B) immediately following the closing thereof (1) all property acquired (whether assets or Capital Stock) shall be contributed to the Borrower or a Subsidiary Guarantor or (2) the Person formed or acquired shall be merged into the Borrower or a Subsidiary Guarantor in order to consummate such Investment (and subject to the provisions of Sections 5.10 and 6.4)), (vii) pay costs, fees and expenses related to any unsuccessful equity or debt offering permitted by this Agreement (other than any such offering intended to benefit Subsidiaries of any such parent company other than the Borrower and its Subsidiaries) and (viii) make payments permitted under Section 6.11

(but only to the extent such payments have not been and are not expected to be made directly by the Borrower or a Subsidiary Guarantor); provided that dividends paid pursuant to this Section 6.6(c) (other than dividends paid pursuant to clause (ii), (iii), or (iv) above) are used by Parent or any direct or indirect parent holding company of Parent for such purpose within 60 days of the receipt of such dividends or are refunded to the Borrower;

(d) any non-Wholly Owned Subsidiary of the Borrower may declare and pay cash dividends to its equity holders generally so long as the Borrower or its respective Subsidiary which owns the equity interests in the Subsidiary paying such dividends receives at least its proportionate share thereof (based upon the relative holding of the equity interests in the Subsidiary paying such dividends);

(e) repurchases of Capital Stock in any Loan Party deemed to occur upon exercise of stock options or warrants or similar rights if such Capital Stock represents a portion of the exercise price of such options or warrants or similar rights (as long as the Loan Parties make no payment in connection therewith that is not otherwise permitted hereunder);

(f) GNC Puerto Rico, LLC may make distributions to GNC Live Well Ireland in an aggregate amount not to exceed $300,000 per fiscal year;

(g) to the extent constituting Restricted Payments, the Borrower and the Subsidiaries may enter into and consummate transactions permitted by Section 6.4 and Section 6.8 (other than Section 6.8(p)); and

(h) the Borrower or any of the Restricted Subsidiaries may pay cash in lieu of fractional Capital Stock in connection with any dividend, split or combination thereof.

6.7 [Reserved].

6.8 Limitation on Investments. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting an ongoing business from, or make any other investment in, any other Person (all of the foregoing, "Investments"), except:

(a) extensions of trade credit or the holding of receivables in the ordinary course of business and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(b) investments in cash and items that were Cash Equivalents at the time such Investment was made;

(c) Investments arising in connection with the incurrence of Indebtedness permitted by Section 6.2(b), 6.2(c) and 6.2(d), to the extent constituting intercompany Indebtedness;

(d) loans and advances to employees, officers, directors, managers and consultants of Parent (or any direct or indirect parent company thereof to the extent relating to the business of Parent, the Borrower and the Subsidiaries), the Borrower or any Subsidiaries of the Borrower in the ordinary course of business (including, without limitation, for travel, entertainment and relocation expenses) in an aggregate principal amount not to exceed $1,000,000 at any one time outstanding;

(e) Investments (other than those relating to the incurrence of Indebtedness permitted by Section 6.8(c)) by any Loan Party in any Person that, prior to or concurrently with such Investment, is or becomes a Loan Party (including any such Investment consisting of the contribution by any Loan Party of Capital Stock held by such Loan Party in any other Person (including a Loan Party));

(f) Investments consisting of notes payable by franchisees to any Loan Party in an aggregate principal amount not to exceed $1,000,000 at any one time outstanding;

(g) Investments received in connection with the bankruptcy or reorganization of, insolvency or liquidation of, or settlement of claims against and delinquent accounts of and disputes with, franchisees, customers and suppliers, or as security for any such claims, accounts and disputes, or upon the foreclosure with respect to any secured Investment;

(h) advances of payroll payments to employees, officers, directors and managers of Parent, the Borrower and the Subsidiaries in the ordinary course of business;

(i) Investments by the any Loan Party in Excluded Subsidiaries and joint ventures in an aggregate amount not to exceed $2,500,000 at any time outstanding;

(j) Investments by any Loan Party in any Person that is a Foreign Subsidiary in an aggregate amount not to exceed $2,500,000;

(k) [Reserved];

(l) Investments consisting of promissory notes and other deferred payment obligations and noncash consideration delivered as the purchase consideration for a Disposition permitted by Section 6.5;

(m) Investments existing on the Closing Date and any modification, replacement, renewal, reinvestment or extension thereof (provided that the amount of the original Investment is not increased except by the terms of such original Investment or as otherwise permitted by this Section 6.8);

(n) any Loan Party may endorse negotiable instruments and other payment items for collection or deposit in the ordinary course of business or make lease, utility and other similar deposits in the ordinary course of business;

(o) Investments consisting of obligations under Hedge Agreements permitted by Section 6.2;

(p) Investments consisting of Restricted Payments permitted by Section 6.6 (other than Section 6.6(e));

(q) Investments of any Person that becomes (or is merged or consolidated or amalgamated with) a Subsidiary of the Borrower on or after the Closing Date on the date such Person becomes (or is merged or consolidated or amalgamated with) a Subsidiary of the Borrower; provided that (i) such Investments exist at the time such Person becomes (or is merged or consolidated or amalgamated with) a Subsidiary, and (ii) such Investments are not made in anticipation or contemplation of such Person becoming (or merging or consolidating or amalgamated with) a Subsidiary;

(r) Investments consisting of good faith deposits made in accordance with Section 6.3(s);

(s) deposits made in the ordinary course of business consistent with past practices to secure the performance of leases or in connection with bidding on government contracts;

(t) advances in connection with purchases of goods or services in the ordinary course of business;

(u) Guarantee Obligations permitted under Section 6.2 and, to the extent not constituting Indebtedness, other Guarantee Obligations entered into in the ordinary course of business;

(v) Investments consisting of Liens permitted under Section 6.3;

(w) Investments consisting of transactions permitted under Section 6.4;

(x) Investments in assets useful in the business of the Borrower and its Restricted Subsidiaries made by the Borrower or any of its Restricted Subsidiaries with the proceeds of any Reinvestment Deferred Amount; provided that if the underlying Recovery Event was with respect to a Loan Party, then such Investment shall be consummated by the Borrower or a Subsidiary Guarantor;

(y) Investments by any Loan Party in any Foreign Subsidiary of such Loan Party to the extent each such Investment is made using assets received by such Loan Party as a distribution from a Foreign Subsidiary of such Loan Party; and

(z) Investments in an aggregate amount not to exceed $2,000,000 at any time outstanding.

For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of all Returns on such Investment up to the original amount of such Investment.

6.9 Prepayments of Indebtedness. Make any payment of principal or interest or otherwise on account of any Prepetition Obligations or payables under the Prepetition Loan Documents, other than (i) payments made in compliance in all material respects with the Budget (subject to Permitted Variances (as defined in the Term Loan DIP Credit Agreement)), (ii) the Revolver Termination, (iii) letter of credit reimbursement payments pursuant to the LC Cash Collateral Agreement in connection with draws under the Existing Letters of Credit, (iv) payments agreed to in writing by the Required Lenders and (v) payments authorized and approved by the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, including adequate protection payments set forth therein.

6.10 Limitation on Modifications of Organizational Documents. Amend, modify or otherwise change (pursuant to a waiver or otherwise), any of the terms of any Organizational Document, other than any such amendment, modification or other change which does not adversely affect the Lenders in any material respect.

6.11 Limitation on Transactions with Affiliates. Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of Property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than any Loan Party, any Restricted Subsidiary or any Person that becomes a Restricted Subsidiary as a result of such transaction) unless such transaction is otherwise permitted under this Agreement and upon fair and reasonable terms no less favorable to the Borrower and its Subsidiaries than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate. Notwithstanding the foregoing, the Borrower and its Subsidiaries may (a) [reserved], (b) enter into and consummate the transactions existing on the Closing Date and, to the extent exceeding $1,000,000 in amount, listed on Schedule 6.11, (c) make Restricted Payments permitted pursuant to Section 6.6 and repayments and prepayments of Indebtedness permitted pursuant to Section 6.9, (d) make Investments permitted by Section 6.8, (e) [reserved], (f) enter into employment and severance arrangements with officers, directors, managers and employees of the Parent, the Borrower and the Subsidiaries and, to the extent relating to services performed for Parent, the Borrower and the Subsidiaries, pay director, officer and employee compensation (including, without limitation, bonuses) and other benefits (including, without limitation, retirement, health, stock option and other benefit plans) and indemnification and expense reimbursement arrangements; provided that any purchase of Capital Stock of Parent (or any direct or indirect holding company of Parent) in connection with the foregoing shall be subject to Section 6.6, and (g) license on a non-exclusive basis Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States and Canada) (1) on an arm's length basis to permit the commercial exploitation of such Intellectual Property between or among Affiliates of the Borrower and (2) to parent companies of the Parent in connection with their ownership of the Parent.

6.12 Limitation on Sales and Leasebacks. Enter into any arrangement with any Person providing for the leasing by any Loan Party of real or personal property which has been or is to be sold or transferred by such Loan Party to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Loan Party (a "Sale and Leaseback Transaction") unless (i) the sale of such

property is made for cash consideration in an amount not less than the fair market value of such property, (ii) the Sale and Leaseback Transaction is permitted by Section 6.5 and is consummated within 180 days after the date on which such property is sold or transferred, (iii) any Liens arising in connection with its use of the property are permitted by Section 6.3(q), (iv) the Sale and Leaseback Transaction would be permitted under Section 6.2, assuming the Attributable Indebtedness with respect to the Sale and Leaseback Transaction constituted Indebtedness under Section 6.2.

6.13 [Reserved].

6.14 Limitation on Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of the Borrower or any of the Guarantors to create, incur, assume or suffer to exist any Lien upon any of its Property or revenues, whether now owned or hereafter acquired, to secure the Obligations or, in the case of any guarantor, its obligations under the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement, other than (a) this Agreement and the other Loan Documents, the Prepetition Loan Documents in effect on the Petition Date, the Term Loan DIP Credit Agreement, the LC Cash Collateral Agreement and the Existing Letters of Credit and the Carve Out (b) customary provisions in joint venture agreements and similar agreements that restrict transfer of or liens on assets of, or equity interests in, joint ventures, (c) non-exclusive licenses or sub-licenses by any Loan Party of Intellectual Property in the ordinary course of business (and, to the extent in existence on the Closing Date or granted by any Loan Party in the ordinary course of business, exclusive licenses and sub-licenses of Intellectual Property within the confines of a particular jurisdiction or territory outside of the United States, Canada and Puerto Rico) (in which case any prohibition or limitation shall only be effective against the Intellectual Property subject thereto), (d) (x) prohibitions and limitations in effect on the Closing Date and (y) to the extent such prohibitions and limitations described in clause (x) are set forth in an agreement evidencing Indebtedness, prohibitions and limitations set forth in any agreement evidencing any permitted modification, replacement, renewal, extension or refinancing of such Indebtedness so long as such modification, replacement, renewal, extension or refinancing does not expand the scope of such prohibitions and limitations, (e) customary provisions in leases, subleases, licenses and sublicenses that restrict the transfer thereof or the transfer of the assets subject thereto by the lessee, sublessee, licensee or sublicensee, (f) prohibitions and limitations arising by operation of law, (g) customary restrictions that arise in connection with any Disposition permitted by Section 6.5 applicable pending such Disposition solely to the assets subject to such Disposition, (h) negative pledges and restrictions on Liens in favor of any holder of Indebtedness permitted under Section 6.2 but solely to the extent any negative pledge relates to the property financed by or the subject of such Indebtedness and the proceeds and products thereof (other than Indebtedness constituting any unsecured Debt) as long as such pledges and restrictions do not restrict or impair the ability of the Parent, the Borrower and the Restricted Subsidiaries to comply with their obligations under the Loan Documents, (i) customary provisions contained in an agreement restricting assignment of such agreement entered into in the ordinary course of business, and (j) customary restrictions on cash or other deposits imposed by customers under contracts entered into in the ordinary course of business.

6.15 Limitation on Restrictions on Restricted Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the

ability of any Restricted Subsidiary to (a) make Restricted Payments in respect of any Capital Stock of such Restricted Subsidiary held by, or pay or subordinate any Indebtedness owed to, Parent, the Borrower or any other Restricted Subsidiary, (b) make Investments in the Borrower or any other Restricted Subsidiary or (c) transfer any of its assets to the Borrower or any other Restricted Subsidiary, except in each case for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions existing under the Term Loan DIP Credit Agreement, Prepetition Loan Documents in effect on the Petition Date, the LC Cash Collateral Agreement and the Existing Letters of Credit, and the Carve Out, (iii) any restrictions with respect to a Restricted Subsidiary imposed pursuant to an agreement that has been entered into in connection with the Disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary, (iv) customary net worth provisions contained in real property leases entered into by the Borrower or any of its Subsidiaries so long as such net worth provisions would not reasonably be expected to impair materially the ability of the Loan Parties to meet their ongoing obligations under this Agreement or any of the other Loan Documents, (v) any restriction with respect to Excluded Subsidiaries in connection with Indebtedness not prohibited hereunder, (vi) to the extent not otherwise permitted under this Section 6.15, agreements, restrictions and limitations described in clauses (a)-(j) of Section 6.14, (vii) restrictions with respect to the transfer of any asset (or the interest in any Person) contained in an agreement that has been entered into in connection with the disposition of such asset (or interest in such Person) permitted hereunder and (viii) prohibitions and limitations arising by operation of law.

6.16 Limitation on Lines of Business. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or that are reasonably related or ancillary thereto or reasonable extensions thereof.

6.17 [Reserved].

6.18 Canadian Pension Plans. Canadian Guarantor shall not, without the consent of the Administrative Agent, maintain, administer, contribute or have any liability in respect of any Canadian Defined Benefit Plan (governed by the province of Ontario) or acquire an interest in any Person if such Person sponsors, maintains, administers or contributes to, or has any liability in respect of any Canadian Defined Benefit Plan (governed by the province of Ontario).

6.19 Use of Proceeds. No portion of the proceeds of the Loans, the Collateral, or the Carve Out may be used:

(a) for any purpose that is prohibited under the Bankruptcy Code or the Bankruptcy Court DIP Order;

(b) subject to the terms of the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, to finance in any way: any contested matter, adversary proceeding, suit, arbitration, application, motion or other litigation of any type adverse to the interests of any or all of the Administrative Agent, the Lenders, the Prepetition Agents or the Prepetition Lenders or their respective rights and remedies under the Loan Documents, the

Bankruptcy Court DIP Order, the Canadian Court DIP Recognition Order or the Prepetition Loan Documents;

(c) subject to the terms of the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, for the payment of fees, expenses, interest or principal under the Prepetition Loan Documents (other than permitted adequate protection payments);

(d) unless the Exit Conversion occurs, to make any distribution under a plan of reorganization confirmed in the Chapter 11 Cases that does not provide for the indefeasible payment of the Loans in full and in cash on the effective date of such plan; and

(e) to make any payment in excess of $1,000,000 in the aggregate in settlement of any claim, action or proceeding before any court, arbitrator or other governmental body without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders;

provided that notwithstanding the foregoing, advisors to the official unsecured creditors' committee, if one is appointed, may investigate the liens granted pursuant to, or any claims under or causes of action with respect to, the Prepetition Loan Documents at an aggregate expense for such investigation not to exceed $75,000, provided that no portion of such amount may be used to prosecute any claims.

Subject to the Restructuring Support Agreement, nothing herein shall in any way prejudice or prevent the Administrative Agent or the Lenders from objecting, for any reason, to any requests, motions, or applications made in the Bankruptcy Court, including any application of final allowances of compensation for services rendered or reimbursement of expenses incurred under Sections 105(a), 330 or 331 of the Bankruptcy Code, by any party in interest.

6.20 Chapter 11 Modifications. Except as permitted pursuant to the terms of this Agreement and the Bankruptcy Court DIP Order or otherwise consented to by the Required Lenders, make or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the Bankruptcy Court DIP Orders.

6.21 Operating Account. Create, incur, assume or suffer to exist any Lien upon the Operating Account other than (i) the first priority Lien created in favor of the Secured Parties under the Loan Documents and (ii) rights of setoff and Liens arising as a matter of law, including bankers' Liens and other similar Liens.

6.22 Right of Subrogation. Assert any right of subrogation or contribution against any other Loan Party until all amounts under this Facility are paid in full in cash and the Commitments are terminated or upon an Exit Conversion.

Notwithstanding anything to the contrary in this Agreement, or in any other Loan Document, any disbursements, Indebtedness, Liens, Investments or other transactions restricted by this Section 6 shall nevertheless be permitted hereunder to the extent set forth in the Budget.

SECTION 7. EVENTS OF DEFAULT

7.1 Events of Default. If any of the following events shall occur and be continuing:

(a) (i) The Borrower shall fail to pay any principal of any Loan when due in accordance with the terms hereof; or (ii) the Borrower shall fail to pay any interest on any Loan, or any Loan Party shall fail to pay any other amount payable hereunder or under any other Loan Document, within three Business Days after any such interest or other amount becomes due in accordance with the terms hereof or thereof; or

(b) Any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate, document or financial or other statement required to be furnished by it at any time under this Agreement (other than a Borrowing Base Certificate) or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made or furnished (provided that, in each case such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified by materiality); or

(c) Any Loan Party shall default in the observance or performance of any covenant contained in clause (i) of Section 5.4(a) (with respect to Parent and the Borrower only), Section 5.7(a) or Section 6; or

(d) Any Loan Party shall default in the observance or performance of any covenant or other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) and (k) of this Section), and such default shall continue unremedied for a period of thirty (30) days following delivery of written notice thereof to the Borrower by the Administrative Agent; or

(e) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan (other than any "prohibited transaction" for which a statutory or administrative exemption is available) that results in liability of the Borrower or any Commonly Controlled Entity, (ii) any ERISA Event shall occur or (iii) any other similar event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (iii) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to have a Material Adverse Effect; or

(f) One or more final judgments or decrees for the payment of money shall be entered against Parent, the Borrower or any of its Restricted Subsidiaries involving for Parent, the Borrower and its Restricted Subsidiaries taken as a whole a liability (not paid or fully covered by insurance as to which the relevant insurance company has not denied coverage in writing) of $5,000,000 or more, and all such judgments or decrees shall not have been satisfied, vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(g) The Interim DIP Order, Interim DIP Recognition Order, and the Final DIP Order or Final DIP Recognition Order, as applicable, together with the Loan Documents shall cease to create a valid and perfected Lien with such priority required by this Agreement; or

(h) The guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents), to be in full force and effect or any Loan Party shall so assert in writing (other than by reason of the express release thereof pursuant to the provisions of the Loan Documents); or

(i) Any Change of Control shall occur; or

(j) The occurrence of a Canadian Pension Plan Termination Event, or any Lien arises (save for contribution amounts not yet due) in connection with any Canadian Pension Plan, that would reasonably be expected to have a Material Adverse Effect; or

(k) The Borrower shall (i) make a material misrepresentation in any Borrowing Base Certificate delivered to the Administrative Agent or (ii) shall fail to deliver any Borrowing Base Certificate within five Business Days of such Borrowing Base Certificate becoming due; or

(l) Any Loan Party shall file a motion in the Chapter 11 Cases without the express written consent of Required Lenders, to obtain additional financing from a party other than Lenders under Section 364(d) of the Bankruptcy Code that does not provide for the payment of the Obligations in full in cash upon the incurrence of such additional financing; or

(m) Any Loan Party shall file a motion seeking, or the Bankruptcy Court shall enter, an order (i) approving payment of any prepetition claim in excess of $1,000,000 in the aggregate other than (x) as provided for in the "first day" or "second day" orders, (y) as contemplated by the Budget (including Permitted Variances), or (z) otherwise as consented to by the Required Lenders in writing, (ii) granting relief from the automatic stay under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of $1,000,000 in the aggregate, or (iii) except with respect to the Prepetition Obligations as provided in the Bankruptcy Court DIP Orders, approving any settlement or other stipulation in excess of $1,000,000 in the aggregate not approved by the Required Lenders and not included in the Budget with any secured creditor of any Loan Party providing for payments as adequate protection or otherwise to such secured creditor; or

(n) An order is entered in any of the Chapter 11 Cases appointing, or any Loan Party, or any Restricted Subsidiary of a Loan Party shall file an application for an order seeking the appointment of, (i) a trustee under Section 1104, or (ii) an examiner with enlarged powers relating to the operation of the Loan Parties' business (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; provided that, for the avoidance of doubt, the appointment of a fee examiner shall not constitute an Event of Default; or

(o) An order shall be entered by the Bankruptcy Court dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code, in each case, which does not contain a provision for termination of the Commitment, and payment in full in cash of all Obligations (other than contingent Obligations

not due and owing) of the Loan Parties hereunder and under the other Loan Documents upon entry thereof; or

(p) Other than as set forth in the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, an order is entered by the Bankruptcy Court in any of the Chapter 11 Cases without the express prior written consent of the Required Lenders (i) to revoke, reverse, stay, modify, supplement or amend the Bankruptcy Court DIP Order in a manner that is inconsistent with this Agreement that adversely affects, and is not otherwise consented to by, the Required Lenders, (ii) to permit any administrative expense or any claim (now existing or hereafter arising, of any kind or nature whatsoever) to have administrative priority as to the Loan Parties equal or superior to the priority of the DIP Superpriority Claim, (iii) to grant or permit the grant of a Lien on the Collateral (other than Liens permitted under Section 6.3); or

(q) At any time after the Final DIP Order Entry Date, an application for any of the orders described in clauses 7.1(m), (n), (o), (p) and (r) shall be made by a Person other than the Loan Parties and such application is not contested by the Loan Parties in good faith or any Person obtains a final order under § 506(c) of the Bankruptcy Code adverse in any material respect to the Administrative Agent or obtains a final order adverse in any material respect to the Administrative Agent or the Lenders or any of their respective rights and remedies under the Loan Documents or in the Collateral; or

(r) The entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of any Loan Party to file a Chapter 11 plan pursuant to Section 1121 of the Bankruptcy Code, without the prior written consent of the Required Lenders; or

(s) At any time after the Final DIP Order Entry Date (i) any Loan Party shall attempt to invalidate, reduce or otherwise impair the Liens or security interests of the Secured Parties, or to subject any Collateral to assessment pursuant to Section 506(c) of the Bankruptcy Code, (ii) the Lien or security interest created by Security Documents or the Bankruptcy Court DIP Orders with respect to the Collateral shall, for any reason, cease to be valid or (iii) any action is commenced by the Loan Parties which contests the validity, perfection or enforceability of any of the Liens and security interests of the Collateral Agent created by any of the Bankruptcy Court DIP Order, Canadian Court DIP Recognition Order, this Agreement, or any Security Document; or

(t) Any Loan Party shall seek to, or shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or Canadian Court), any other Person's motion to, disallow in whole or in part the Lenders' claim in respect of the Obligations or contest any material provision of any Loan Document or any material provision of any Loan Document shall cease to be effective (other than in accordance with its terms); or

(u) (i) The Approved Plan of Reorganization or the Confirmation Order is withdrawn, amended, supplemented or otherwise modified in a manner that materially adversely affects the rights and duties of the Lenders and/or the Administrative Agent without the prior written consent of the Required Lenders or (ii) any plan of reorganization other than an Approved Plan of Reorganization is consummated without the Required Lenders' consent; or

(v) Any Restricted Subsidiary of a Loan Party that is not subject to the Chapter 11 Cases becomes subject to an insolvency proceeding without the consent of the Required Lenders, other than GNC Holdings, Inc. in connection with the Recognition Proceeding; or

(w) The Bankruptcy Court denies entry of the Confirmation Order and such order remains in effect for seven (7) Business Days after entry of such order, provided, that if the Loan Parties subsequently obtain an order of the Bankruptcy Court approving a plan of reorganization and a subsequent recognition order of the Canadian Court recognizing such order, that are in form and substance substantially similar to the Approved Plan of Reorganization or otherwise approved by the Required Lenders, such Event of Default shall be deemed cured or not to have occurred; or

(x) [Reserved]; or

(y) The failure to meet any of the Milestones by the applicable date for such Milestone set forth in the Bankruptcy Court DIP Order.

then, and in any such event, with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent (and for the avoidance of doubt no other Person) shall, by notice to the Borrower, declare the FILO Term Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable, subject to the Bankruptcy Court DIP Order, and the Canadian Court DIP Recognition Order.

SECTION 8. THE AGENTS

8.1 Appointment. Each Lender hereby irrevocably designates, appoints and authorizes the Administrative Agent and the Collateral Agent as the agents of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent and the Collateral Agent, in such capacities, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent and the Collateral Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, each Lender hereby authorizes the Administrative Agent and the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent and the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto and to enter into each Security Document, the Intercreditor Agreements and any other intercreditor or subordination agreements contemplated hereby on behalf of and for the benefit of the Lenders and the other Secured Parties and agrees to be bound by the terms thereof. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent and the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or

otherwise exist against the Administrative Agent or the Collateral Agent. Notwithstanding anything to the contrary herein or in any other Loan Document, (i) each Agent is authorized to take direction from the Required Lender Representative to the extent set forth in Section 1.5(b), (ii) each Agent is authorized to take direction from the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.2) and (iii) the Collateral Agent is authorized to take direction from the Administrative Agent.

Without limiting the powers of the Administrative Agent, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Québec to secure the prompt payment and performance of any and all Obligations by any Loan Party, each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent and, to the extent necessary, ratifies the appointment and authorization of the Administrative Agent, to act as the hypothecary representative of the creditors as contemplated under Article 2692 of the Civil Code of Québec (in such capacity, the "Attorney"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any related deed of hypothec. The Attorney shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Attorney pursuant to any such deed of hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Administrative Agent mutatis mutandis, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders and the Loan Parties. Any person who becomes a Lender shall, by its execution of an Assignment and Assumption Agreement, be deemed to have consented to and confirmed the Attorney as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Lender, all actions taken by the Attorney in such capacity. The substitution of the Administrative Agent pursuant to the provisions of this Section 8 also constitute the substitution of the Attorney.

8.2 Delegation of Duties. Each of the Administrative Agent and the Collateral Agent may execute any of its duties under this Agreement and the other Loan Documents by or through sub-agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No such Agent shall be responsible for the negligence or misconduct of any such sub-agents or attorneys-in-fact selected by it with reasonable care. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each such Agent and any such sub-agent, and shall apply to their respective activities as Arranger and as such Agent. No such Agent shall be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

8.3 Exculpatory Provisions. Neither any Agent, Arranger, nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be:

(a) liable to any other Credit Party for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan

Document (i) with the consent or at the request of the Required Lender Representative in accordance with Section 1.5, the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given in writing to such Agent by the Borrower or a Lender;

(b) responsible in any manner to any other Credit Party for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents or the Arranger under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of any Loan Party party thereto to perform its obligations hereunder or thereunder. The Agents and the Arranger shall not be under any obligation to any other Credit Party to ascertain or to inquire as to the observance or performance of any of the covenants or agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party. Neither the Administrative Agent nor the Collateral Agent nor the Arranger shall be under any obligation to any other Credit Party to ascertain or to inquire as to the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), or the creation, perfection or priority of any Lien purported to be created by the Security Documents, the value or the sufficiency of any Collateral, or the satisfaction of any condition set forth in Section 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent or the Arranger, as applicable;

(c) subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(d) subject to any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent or the Collateral Agent is required to exercise as directed in writing by the Required Lender Representative or the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that such Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(e) subject to a duty or responsibility to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent, the Collateral Agent, an Arranger or any of their respective Affiliates in any capacity, except as expressly set forth herein and in the other Loan Documents;

(f) obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it;

(g) responsible for any unsuitability, inadequacy, expiration or unfitness of any security interest created hereunder or pursuant to any other Loan Document nor shall it be obligated to make any investigation into, and shall be entitled to assume, the adequacy and fitness of any security interest created hereunder or pursuant to any other Loan Document; or

(h) responsible or liable for any failure or delay in the performance of its obligations hereunder or under any other Loan Document arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

8.4 Reliance by Administrative Agent. Each of the Administrative Agent and the Collateral Agent shall be entitled to rely, and shall be fully protected in relying and shall not incur any liability for relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile or email message, statement, order, telephonic or electronic notices or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Loan Parties), independent accountants and other experts selected by such Agent. Each of the Administrative Agent and the Collateral Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with such Agent. Each of the Administrative Agent and the Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lender Representative in accordance with Section 1.5 or the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents or, if so specified by this Agreement, all affected Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Each of the Administrative Agent and the Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lender Representative in accordance with Section 1.5, the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents or, if so specified by this Agreement, all affected Lenders), and such request

and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans. In determining compliance with any condition hereunder to the occurrence of the Closing Date that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the occurrence of the Closing Date. The Administrative Agent and the Collateral Agent may consult with legal counsel (who may be counsel for the Loan Parties), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

8.5 Notice of Default. Neither the Administrative Agent nor the Collateral Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless such Agent has received notice from a Lender, Parent or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent or the Collateral Agent receives such a notice, such Agent shall give notice thereof to the Lenders and the other such Agent. Each of the Administrative Agent and the Collateral Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents or, if so specified by this Agreement, all affected Lenders); provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

8.6 Non-Reliance on Agents, Arranger and Other Lenders. Each Lender expressly acknowledges that none of the Agents, the Arranger nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent or Arranger hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent or Arranger to any Lender. Each Lender represents to the Agents and the Arrangers that it has, independently and without reliance upon any Agent, Arranger or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent, Arranger or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, no Agent or Arranger shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of such

Agent or Arranger or any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

8.7 Indemnification. The Lenders agree to indemnify each Agent and its officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an "Agent Indemnitee") (to the extent not reimbursed by the Loan Parties and without limiting any obligation of the Loan Parties to do so), ratably according to their respective outstanding FILO Term Loans in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such outstanding FILO Term Loans immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, the FILO Term Loans, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee's gross negligence, bad faith or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

8.8 Agent in Its Individual Capacity. Each Agent and its affiliates may make loans to, accept deposits from, own securities of, act as the financial advisor of or in any other advisory capacity for and generally engage in any kind of business with any Loan Party or any Subsidiary or other Affiliate thereof as though such Agent were not an Agent and without any duty to account therefor to the Lenders or provide notice to or consent of the Lenders with respect thereto. With respect to its Loans made or renewed by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms "Lender" and "Lenders" shall include each Agent in its individual capacity.

8.9 Successor Administrative Agent. Either of the Agents may resign as Agent upon 10 days' notice to the Lenders and the Borrower. The Borrower and the Required Lenders, after consultation with the Agent (it being understood that the consent of the Agent shall not be required), may upon 10 days' prior notice remove either or both Agents. If either Agent shall resign or be removed, then the Borrower and the Required Lenders (or, if an Event of Default has occurred and is continuing under Section 7.1(a), the Required Lenders) shall appoint a successor agent for the Lenders, which shall be a financial institution with an office in the United States, or an Affiliate of any such financial institution with an office in the United States, whereupon such successor agent shall succeed to the rights, powers and duties of such Agent, and the term "Administrative Agent" or "Collateral Agent", as applicable, shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Administrative Agent or Collateral Agent, as applicable, shall be

terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has been appointed as Administrative Agent or Collateral Agent, as applicable, by the date that is 10 days following a retiring Agent's notice of resignation or the delivery of such removal notice (or such earlier date as shall be agreed by the Borrower and the Required Lenders) (the "Resignation Effective Date"), the retiring Agent's resignation or removal, as the case may be, shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of such Agent hereunder until such time, if any, as the Borrower and the Required Lenders (or, if an Event of Default has occurred and is continuing under Section 7.1(a), the Required Lenders as set forth above) shall appoint a successor agent as provided for above; provided that in no event shall any successor Agent be a Defaulting Lender or a Disqualified Institution. After any retiring Agent's resignation or removal as Administrative Agent, the provisions of this Section 8 and of Section 9.3 shall continue to inure to its benefit.

8.10 Effect of Resignation or Removal. With effect from the Resignation Effective Date (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Collateral Agent (or its agent or bailee for such purpose) on behalf of the Lenders under any of the Loan Documents, the retiring or removed Collateral Agent (or its agent or bailee for such purpose) shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (ii) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Borrower (or, if an Event of Default has occurred and is continuing under Section 7.1(a), the Required Lenders as set forth above) shall appoint a successor agent as provided for above. Upon the acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Agent (other than any rights to indemnity payments or other amounts owed to the retiring or removed Agent as of the Resignation Effective Date), and the retiring or removed Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Section 8 and Section 9.3 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (i) while the retiring or removed Agent was acting as Agent and (ii) after such resignation or removal for as long as any of them continues to act in any capacity (other than in its capacity as a Lender) hereunder or under the other Loan Documents, including, without limitation, (A) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Secured Parties and (B) in respect of any actions taken in connection with transferring the agency to any successor Agent.

8.11 Collateral and Guarantee Matters. Each of the Lenders hereby irrevocably authorizes the Administrative Agent and the Collateral Agent to, and the Administrative Agent and the Collateral hereby agree:

(a) to take such action and execute such documents as may be reasonably requested by any of the Loan Parties pursuant to Section 9.14 to release any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon the payment in full of the Obligations (other than Obligations in respect of Cash Management Obligations and contingent reimbursement and indemnification obligations) and termination of all Commitments, (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted hereunder or under any other Loan Document, (iii) that is or becomes an Excluded Asset or (iv) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.2;

(b) to subordinate any Lien on any property granted to or held by the Collateral Agent on behalf of the Secured Parties under any Loan Document as set forth in the applicable Intercreditor Agreement; and

(c) to take such action and execute such documents as may be reasonably requested by any of the Loan Parties pursuant to Section 9.14 to release any Guarantor from its Guarantee Obligations and other obligations under the Loan Documents, and to release any Liens granted by it under the Loan Documents, if such Person ceases to be a Subsidiary or is or becomes an Excluded Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent or the Collateral Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's and the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantee Obligations or Liens pursuant to this Section 8.11. In each case as specified in this Section 8.11, the Administrative Agent and the Collateral Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement and to release the Liens granted by such Guarantor under the Loan Documents, in each case in accordance with the terms of this Section 8.11.

Neither the Administrative Agent nor the Collateral Agent shall be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Collateral Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent or the Collateral Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral, any security interests of the Administrative Agent or the Collateral Agent therein or any filings, registrations, or recordings made with respect thereto. Neither the Collateral Agent nor the Administrative Agent shall have any obligation whatsoever to any Lender or any other person to investigate, confirm or assure that the Collateral exists or is owned by any Loan Party or is insured or has been encumbered, or that the liens and security interests granted to the Collateral Agent pursuant hereto or any of the Loan Documents or otherwise have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority.

8.12 Appointment of Borrower. Each of the Loan Parties hereby appoints the Borrower to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Borrower may execute such documents and provide such authorizations on behalf of such Loan Parties as the Borrower deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent or a Lender to the Borrower shall be deemed delivered to each Loan Party and (c) the Administrative Agent, or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Borrower on behalf of each of the Loan Parties.

8.13 Administrative Agent or Collateral Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, including during the pendency of the Chapter 11 Cases, each of the Administrative Agent and Collateral Agent (irrespective of whether the principal of any Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent or Collateral Agent shall have made any demand on the Loan Parties) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, Administrative Agent and Collateral Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of Lenders, Administrative Agent, Collateral Agent and their respective agents and counsel and all other amounts due Lenders, Administrative Agent and Collateral Agent hereunder) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to pay to Administrative Agent or Collateral Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent, Collateral Agent and their respective agents and counsel, and any other amounts due Administrative Agent or Collateral Agent hereunder. To the extent that the payment of any such compensation, expenses, disbursements and advances of Administrative Agent, Collateral Agent and their respective agents and counsel, and any other amounts due Administrative Agent or Collateral Agent under this Agreement out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Lenders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise.

8.14 Agent Duties. If any of the rights, responsibilities or duties of the Agents conflict with such Agents' rights, responsibilities or duties under the Prepetition ABL Agreement, this Agreement shall supersede the Prepetition ABL Agreement.

8.15 Arranger. Anything herein to the contrary notwithstanding, the Arranger shall have no duties or responsibilities hereunder in its capacity as such.

8.16 The Collateral Agent. The Collateral Agent shall be entitled to all rights, protections, immunities and indemnities granted to it in the Security Documents as if set forth herein.

SECTION 9. MISCELLANEOUS

9.1 Notices. (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent electronically or by facsimile, as follows:

(i) if to Parent or the Borrower, to it at:

General Nutrition Centers, Inc.
300 Sixth Avenue
Pittsburgh, PA 15222
Attention: Tricia Tolivar
Telephone: (412) 288 4641
Email: Tricia-Tolivar@gnc-hq.com

with copies (which shall not constitute notice) to:

Michèle O. Penzer
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Facsimile: (212) 751-4864
Telephone: (212) 906-1245
Email: michele.penzer@lw.com

and

Latham & Watkins LLP
330 North Wabash, Suite 2800
Chicago, IL 60611
Attention: Rick Levy and Caroline Reckler
Telephone: (312) 876-7692 (Rick Levy); (312) 876-7663 (Caroline Reckler)
Email: Richard.Levy@lw.com; Caroline.Reckler@lw.com

(ii) if to the Administrative Agent :

JPMorgan Chase Bank, N.A.
Loan and Agency Services Group
500 Stanton Christiana Rd.
NCC5 / 1st Floor
Newark, DE 19713
Attention: Mark Postupack
Telephone: 302-634-1005
Email: mark.postupack@chase.com

with a copy to:

JPMorgan Chase Bank, N.A.
270 Park Avenue, 43rd Floor
New York, New York 10017
Attention: James A. Knight
Facsimile: 917-464-7000
Telephone: 212-622-8486
Email: james.a.knight@jpmorgan.com

(iii) if to any Lender, to it at its address (or facsimile number or email address) set forth in its Administrative Questionnaire

(iv) notices and other communications delivered under any Loan Document to all Lenders shall also be delivered to (but which delivery shall not constitute delivery to any Lender):

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, California 90067-3019
Attention: Mark Shinderman
Telephone: (424) 386-4411
Email: MShinderman@Milbank.com

and

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew Rosenberg; Jacob Adlerstein
Telephone: (212) 373-3158 (Andrew Rosenberg); (212) 373-3142 (Jacob Adlerstein)
Email: arosenberg@paulweiss.com; jadlerstein@paulweiss.com

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the

Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent, the Collateral Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

(d) THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the Platform, any other electronic platform or electronic messaging service, or through the Internet, other than for direct or actual damages to the extent resulting from the gross negligence, bad faith or willful misconduct of such party or its Related Parties as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(e) The Administrative Agent, the Collateral Agent and the Lenders shall be entitled to rely and act upon any notices (including, without limitation, telephonic or electronic notices) purportedly given by or on behalf of any Loan Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrower shall indemnify the Administrative Agent, the Collateral Agent, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of a Loan Party in accordance with Section 9.3. All telephonic notices to and other telephonic communications with the Administrative Agent or the Collateral Agent may be recorded by the Administrative Agent or the Collateral Agent, as applicable, and each of the parties hereto hereby consents to such recording.

9.2 Waivers; Amendments. (a) No failure or delay by the Administrative Agent, the Collateral Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or

any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by Parent or the Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Collateral Agent or any Lender may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby (except in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Required Lenders)), (ii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.1, Section 4.2 or the waiver of any Default, mandatory prepayment or mandatory reduction of Commitments shall not constitute a postponement of the scheduled date of expiration of any Commitment of any Lender), (iii) change Section 2.21(b) or (c) in a manner that would alter the pro rata sharing of payments required thereby or the "waterfall" contained therein without the written consent of each Lender directly and adversely affected thereby, (iv) change any of the provisions of this Section or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or grant any consent hereunder, or release all or substantially all of the Collateral or release Guarantors from their guarantee obligations under the Guarantee and Collateral Agreement and the Canadian Guarantee and Collateral Agreement representing all or substantially all of the value of such guarantees, taken as a whole, in each case, without the written consent of each Lender directly and adversely affected thereby, (v) increase the advance rates set forth in the definition of "Borrowing Base" without the consent of the Lenders holding at least 66 ⅔% of the aggregate amount of FILO Term Loans, (vi) change the definition of the "Borrowing Base" without the consent of the Lenders holding at least 66 ⅔% of the aggregate amount of FILO Term Loans, (vii) amend the Exit ABL Term Sheet or the conditions precedent to Exit Conversion set forth in Section 2.24, in each case without the consent of the Lenders holding at least 66 ⅔% of the aggregate amount of FILO Term Loans (provided that consent of each Lender directly and adversely affected thereby shall be required with respect to modifications of the terms of Exit FILO Loans that would require the consent of each directly and adversely affected Lender if such Exit FILO Loans were FILO Term Loans), (viii) permit the incurrence by any Loan Party of Indebtedness for borrowed money that is secured by (A) Liens on ABL Priority

Collateral that rank senior in priority to or *pari passu* with the Liens thereon in favor of the Lenders or (B) Liens on Term Priority Collateral that rank senior in priority to the Liens thereon in favor of the Lenders, in each case without the consent of the Lenders holding at least 66 ⅔% of the aggregate amount of FILO Term Loans, (ix) permit the Bankruptcy Court DIP Order to be amended or modified to change the priority, as between the Lenders and the Term Loan Lenders, of their respective claims or of the Liens on the ABL Priority Collateral or the Term Priority Collateral in a manner materially adverse to the Lenders without the consent of the Lenders holding at least 66 ⅔% of the aggregate amount of FILO Term Loans, or (x) permit the Bankruptcy Court DIP Order to be amended or modified in a manner materially adverse to the FILO Ad Hoc Group or the Lenders taken as a whole without the consent of the Lenders holding at least 66 ⅔% of the aggregate amount of FILO Term Loans; provided that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent in a manner adverse to the Administrative Agent or the Collateral Agent, respectively, without the prior written consent of the Administrative Agent or the Collateral Agent, as the case may be.

(c) Notwithstanding anything to the contrary contained in this Section 9.2, the Administrative Agent and the Borrower, in their discretion, may amend, modify or supplement any provision of this Agreement or any other Loan Document to (i) cure any ambiguity, omission, mistake, error, defect or inconsistency, so long as such amendment, modification or supplement does not directly and adversely affect the rights or obligations of any Lender, (ii) to permit additional affiliates of the Borrower to guarantee the Obligations and/or provide Collateral therefor and (iii) to add covenants and other terms for the benefit of the Lenders as provided herein. Subject to Section 1.5, such amendments shall become effective without any further action or consent of any other party to any Loan Document.

(d) Notwithstanding anything to the contrary contained in this Section 9.2 or any other Loan Document, guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any other Lender if such amendment or waiver is delivered in order (i) to comply with local Requirements of Law or advice of local counsel, (ii) to cure ambiguities or defects or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement or any other Loan Documents.

9.3 Expenses; Indemnity; Damage Waiver. (a) The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Agent and its Affiliates, including the reasonable and documented out-of-pocket fees, charges and disbursements of the Ad Hoc Committee Advisors and of legal counsel for the Administrative Agent and the other Agents in connection with the preparation and administration of this Agreement or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and the Collateral Agent, or all Lenders collectively, including the reasonable and documented out-of-pocket fees, charges and disbursements of the Ad Hoc Committee Advisors and of legal counsel for the Administrative Agent and the Collateral Agent, or all Lenders collectively, in connection with the enforcement

or protection of its rights in connection with this Agreement, including its rights under this Section, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans; provided that the Borrower's obligations under this Section 9.3(a) for fees and expenses of legal counsel shall be limited to fees and expenses of (x) (I) one outside legal counsel for each Agent and its Affiliates, taken as a whole, and (II) one outside legal counsel for all Indemnitees described in clauses (i) and (ii) above, taken as a whole, (y) in the case of any conflict of interest, one outside legal counsel for such affected Indemnitee or group of Indemnitees and (z) if necessary, (I) one local or foreign legal counsel in each relevant jurisdiction for each Agent and its Affiliates, taken as a whole, and (II) one local or foreign legal counsel in each relevant jurisdiction for all other Indemnitees described in clauses (i) and (ii) above, taken as a whole.

(b) The Borrower shall indemnify the Administrative Agent, each other Agent, the Arranger, each Lender and the Required Lender Representative, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related reasonable and documented out-of-pocket expenses (including the reasonable and documented out-of-pocket fees, charges and disbursements of (i) one outside legal counsel to the Administrative Agent and one outside legal counsel to the other Indemnitees taken as a whole, (ii) in the case of any conflict of interest, one outside legal counsel for the affected Lender or group of Lenders and (iii) if necessary, one local or foreign legal counsel in each relevant jurisdiction), which may at any time be imposed on, incurred by or asserted or awarded against any such Indemnitee arising out of, in connection with, or as a result of (w) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or any other transactions contemplated hereby, (x) any Loan or the use of the proceeds therefrom, (y) any actual or alleged presence or release of Hazardous Materials at, on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability of the Borrower or any of its Subsidiaries, or (z) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (1) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or material breach of its obligations under the Loan Documents or willful misconduct of such Indemnitee or its Primary Related Parties, (2) arise out of any claim, litigation, investigation or proceeding that does not involve an act or omission by the Borrower or any of its Affiliates and that is brought by an Indemnitee against any other Indemnitee (provided that in the event of such a claim, litigation, investigation or proceeding involving a claim or proceeding brought against the Arranger (in its capacity as such), the Administrative Agent (in its capacity as such) or the Collateral Agent (in its capacity as such) by other Indemnitees, the Arranger (in its capacity as such), the Administrative Agent (in its capacity as such) or the Collateral Agent (in its capacity as such) shall be entitled (subject to the other limitations and exceptions set forth above) to the benefit of the indemnities set forth above) or (3) are in respect of indemnification payments made pursuant to Section 8.7, to the extent the Borrower would not have been or was not required to make such indemnification payments directly pursuant to the provisions of this Section 9.3(b). This Section 9.3 shall not apply to Taxes, except any Taxes that represent losses,

claims, damages or liabilities arising from a non-Tax claim. As used herein, the "Primary Related Parties" of an Indemnitee are its Affiliates with direct involvement in the negotiation of the Facilities under this Agreement and such Indemnitee's and Affiliates' respective directors, officers and employees.

(c) To the extent permitted by applicable law, none of Parent, the Borrower nor any Indemnitee shall assert, and Parent, the Borrower and each Indemnitee hereby waives, any claim against Parent, the Borrower or any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any agreement or instrument contemplated hereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and, to the extent permitted by applicable law, Parent, the Borrower and each Indemnitee hereby waive, release and agree not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor; provided that nothing contained in this paragraph shall limit the obligations of the Borrower under Section 9.3(b) in respect of any such damages claimed against the Indemnitees by Persons other than Indemnitees.

(d) All amounts due under this Section shall be payable not later than thirty days after written demand therefor.

9.4 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that (i) subject to Section 6.4, the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender or if an Event of Default has occurred and is continuing under Section 7.1(a), to any other Eligible Assignee; and provided, further, that the Borrower shall be deemed to have consented to any such assignment unless the Borrower shall have objected thereto by written notice to the Administrative Agent not later than the tenth

Business Day following the date the Borrower acknowledges its receipt of notice of the proposed assignment; and

(B) the Administrative Agent, provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a FILO Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Loans, the amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000 unless each of the Borrower and the Administrative Agent otherwise consent, provided that no such consent of the Borrower shall be required if an Event of Default under Section 7.1(a) has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with (unless waived by the Administrative Agent in its sole discretion) a processing and recordation fee of $3,500;

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the Loan Parties and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;

(E) no such assignment shall be made to a natural person; and

(F) such assignment does not violate Section 9.4(g).

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its

obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 9.3). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.4 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.4(b)(vi).

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and principal amount and stated interest of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and, if an Event of Default has occurred and is continuing, any Lender (but only with respect to the entries related to such Lender), at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section (unless waived by the Administrative Agent in its sole discretion) and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.21(d) or 8.7, the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) Subject to compliance with Section 9.4(g), any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to

approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.2(b) that (1) requires the consent of each Lender or each directly and adversely affected Lender and (2) directly and adversely affects such Participant. Subject to paragraph (c)(ii) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.8 as though it were a Lender, provided such Participant agrees to be subject to Section 2.21(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Loans, or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Loan or other obligation is in registered form under Section 5f.103-1(c) and Proposed Section 1.163-5(b) (and any amended or successor version) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. The portion of the Participant Register relating to any Participant requesting payment from the Borrower under the Loan Documents shall be made available to the Borrower upon request.

(vii) A Participant shall not be entitled to receive any greater payment under Section 2.18, 2.19 or 2.20 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (A) the Borrower is notified of the participation sold to such Participant and the sale of the participation to such Participant is made with the Borrower's prior written consent or (B) such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.20 unless such Participant agrees, for the benefit of the Borrower, to comply (and actually complies) with Section 2.20(e) as though it were a Lender.

(c) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(d) [Reserved].

(e) [Reserved].

(f) [Reserved].

(g) No assignment or participation shall be made to any Person that is a Disqualified Institution to the extent the list thereof has been provided to any Lender requesting the same as of the date (the "Trade Date") on which such Lender entered into a binding agreement to sell and assign or participate all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any Assignee that becomes a Disqualified Institution after the applicable Trade Date, (x) such Assignee shall not retroactively be disqualified from becoming a Lender and (y) the execution by the Borrower of an Assignment and Acceptance with respect to such Assignee will not by itself result in such Assignee no longer being considered a Disqualified Institution. Any assignment in violation of this paragraph (g) shall not be void, but the other provisions of this paragraph (g) shall apply.

(h) If any assignment or participation is made to any Disqualified Institution without the Borrower's prior written consent in violation of clause (g)(i) above, or if any Person becomes a Disqualified Institution after the applicable Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, require such Disqualified Institution to assign, without recourse (in accordance with and subject to the restrictions contained in this Section 9.4), all of its interest, rights and obligations under this Agreement to one or more Assignees at the lower of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations.

(i) Notwithstanding anything to the contrary contained in this Agreement, (A) Disqualified Institutions will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrower, any other Loan Party, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization, each Disqualified Institution party hereto hereby agrees (1) not to vote on such plan of reorganization, (2) if such Disqualified Institution does vote on such plan of reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has

accepted or rejected such plan of reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(j) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to provide the list of Disqualified Institutions to each Lender requesting the same and to post such list to the Platform. Each Lender shall have the right, and the Borrower hereby authorizes each Lender, to provide the list of Disqualified Institutions to any of such Lender's actual or prospective transferees (including any actual or prospective assignee or participant).

(k) The Administrative Agent, in its capacity as such, shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions; provided that without limiting the generality of the foregoing, the Administrative Agent, in its capacity as such, shall not (a) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Institution or (b) have any liability with respect to or arising out of any assignment or participation of loans, or disclosure of confidential information in connection therewith, to any Disqualified Institution; it being agreed that the foregoing shall not relieve the Administrative Agent, to the extent constituting a Lender, from its obligations in respect of Disqualified Institutions in connection with assignments and participations, and disclosure of confidential information in connection therewith, by it.

9.5 Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement (excluding Obligations in respect of Cash Management Obligations and contingent reimbursement and indemnification obligations that are not then due and payable at the time all other Obligations hereunder are discharged) is outstanding and unpaid. The provisions of Sections 2.18, 2.19, 2.20 and 9.3 and Section 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans or the termination of this Agreement or any provision hereof.

9.6 Counterparts; Integration; Electronic Signatures.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and

supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.1), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Indemnitee for any losses, claims (including intraparty claims), demands, damages or liabilities of any kind arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or

transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any losses, claims (including intraparty claims), demands, damages or liabilities of any kind arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

9.7 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.8 Right of Setoff. Subject to the terms of the Bankruptcy Court DIP Order, the Canadian Court DIP Recognition Order and the Carve Out, if an Event of Default shall have occurred and be continuing, each Lender is hereby authorized at any time and from time to time with the prior written consent of the Administrative Agent, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) (excluding payroll, tax withholding and trust accounts maintained in the ordinary course of business) at any time held and other obligations at any time owing by such Lender to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have but subject to the terms of the Bankruptcy Court DIP Order, the Canadian Court DIP Recognition Order and the Carve Out. Each Lender shall notify the Administrative Agent and the Borrower promptly after any such setoff.

9.9 Governing Law; Jurisdiction; Consent to Service of Process. (a) EXCEPT TO THE EXTENT SUPERSEDED BY THE BANKRUPTCY CODE, THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT IN THE BANKRUPTCY COURT, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH LOAN PARTY HEREBY IRREVOCABLY ACCEPTS IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE BANKRUPTCY COURT. EACH LOAN PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF THE BANKRUPTCY COURT AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER AT ITS ADDRESS FOR NOTICES AS SET FORTH HEREIN. THE LOAN PARTIES AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT AND THE LENDERS

TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN SUCH COURT AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT ANY LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(c) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 9.1. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

9.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.12 Confidentiality. (a) Each of the Administrative Agent, the Arranger and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (i) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (ii) to the extent requested by any regulatory authority claiming jurisdiction over it, (iii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that the applicable Agent or such Lender, as applicable, shall notify the Borrower as soon as practicable in the event of any such disclosure by such Person (other than at the request of a regulatory authority claiming jurisdiction over it) unless such notification is prohibited by applicable law, rule or regulation), (iv) to any other party to this Agreement, (v) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (vi) to any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Loans or any participations therein or by any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations (provided, such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 9.12 or other provisions at least as restrictive as this Section 9.12), (vii) with the prior written consent of the Borrower or (viii) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Section 9.12 or (B) becomes available other than as a result of a breach of this Section 9.12 to the Administrative Agent, the Arranger or any Lender on a nonconfidential basis from a source other than the Borrower or any of its Affiliates. For the purposes of this Section, "Information" means all information received from Parent, the Borrower or any of their Affiliates relating to Parent or the Borrower or any of its Subsidiaries or businesses, other than any such information that is available other than as a result of a breach of this Section 9.12 to the Administrative Agent, the Arranger or any Lender on a nonconfidential basis prior to disclosure by the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section 9.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information which shall in no event be less than commercially reasonable care. To the extent the list of Disqualified Institutions has been provided to any Lender requesting the same, Information shall not be disclosed to a Disqualified Institution that constitutes a Disqualified Institution at the time of such disclosure without the Borrower's prior written consent.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12(a) FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) **ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWER OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS AND WARRANTS TO THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.**

9.13 USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act") and the Administrative Agent and the Collateral Agent (in each case for themselves and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Act, it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender or such Agent, as applicable, to identify the Borrower in accordance with the Act.

9.14 Release of Liens and Guarantees. (a) In the event that any Loan Party conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of any of the Capital Stock or assets of any Loan Party to a Person that is not (and is not required hereunder to become) a Loan Party in a transaction permitted under this Agreement, the Liens created by the Loan Documents in respect of such Capital Stock or assets shall automatically terminate and be released without the requirement for any further action by any Person, and the Administrative Agent and the Collateral Agent shall promptly (and the Lenders hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of Liens created by any Loan Document in respect of such Capital Stock or assets, and, in the case of a transaction permitted under this Agreement the result of which is that a Loan Party would cease to be a Subsidiary or would become an Excluded Subsidiary, the Guarantee Obligations created by the Loan Documents in respect of such Loan Party (and all security interests granted by such Guarantor under the Loan Documents) shall automatically terminate and be released without the requirement for any further action by any Person, and the Administrative Agent and the Collateral Agent shall promptly (and the Lenders hereby authorize the Administrative Agent and the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of such security interests and such Loan Party's Guarantee Obligations in respect of the Obligations (including, without limitation, its Guarantee Obligations under the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement). Any representation, warranty or covenant contained in any Loan Document relating to any such Capital Stock, asset or subsidiary of any Loan Party shall no longer be deemed to be made with respect thereto once such Capital Stock or asset or Subsidiary is so conveyed, sold, leased, assigned, transferred or disposed of.

(b) Upon the payment in full of the Obligations (excluding Obligations in respect of Cash Management Obligations and contingent reimbursement and indemnification obligations that are not then due and payable), all Liens created by the Loan Documents shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of Liens created by the Loan Documents, and the Guarantee Obligations created by the Loan Documents in respect of the Guarantors shall automatically terminate and be released without the requirement for any further action by any Person, and the Collateral Agent shall promptly (and the Lenders hereby authorize the Collateral Agent to) take such action and execute any such documents as may be reasonably requested by Parent or the Borrower and at the Borrower's expense to further document and evidence such termination and release of the Guarantors' Guarantee Obligations in respect of the Obligations (including, without limitation, the Guarantee Obligations under the Guarantee and Collateral Agreement or the Canadian Guarantee and Collateral Agreement).

9.15 Enforcement Matters. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against Parent, the Borrower, any of its Restricted Subsidiaries or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 7.1 for the benefit of the Required Lenders; provided that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any Lender from exercising setoff rights in accordance with Section 9.8 (subject to the terms of Section 2.21(c)), or (c) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then the Required Lenders (and no other Person) shall have the rights otherwise ascribed to the Administrative Agent at the instruction of the Required Lenders pursuant to Section 7.1.

9.16 No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lender Parties") may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender Parties, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lender Parties, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender Parties have assumed any advisory, agent (other than to the extent set forth in Section 9.4(b)(iv)) or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with

respect thereto) or the process leading thereto (irrespective of whether any Lender Parties have advised, are currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents, (y) the Administrative Agent, the Collateral Agent, their respective Affiliates and the Lenders may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent, the Collateral Agent, any of their respective Affiliates nor any Lender has any obligation to disclose any of such interests to the Borrower, any other Loan Party or any of their respective Affiliates and (z) the Lender Parties are acting solely as principals and not as the agents or fiduciaries of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate, that it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that the Lender Parties have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto. To the fullest extent permitted by law, each of the Borrower and each other Loan Party hereby waives and releases any claims that it may have against the Administrative Agent, the Collateral Agent, any of their respective Affiliates or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

9.17 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If any Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Administrative Agent or any Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

9.18 Security Documents and Intercreditor Agreements. The parties hereto acknowledge and agree that any provision of any Loan Document to the contrary notwithstanding, prior to the discharge in full of all "Obligations" (as defined in the Term Loan DIP Credit Agreement and in the Prepetition Term Loan Agreement), the Loan Parties shall not be required to act or refrain from acting under any Security Document with respect to the Term Loan Priority Collateral in any manner that would result in a "Default" or "Event of Default" (as defined in the Term Loan DIP Credit Agreement and the Prepetition Term Loan Agreement) under the terms and provisions of the "Loan Documents" (as defined in the Term Loan DIP Credit Agreement and the Prepetition Term Loan Agreement). Additionally, each Lender hereunder:

(a) consents to the subordination of Liens provided for in the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order; and

(b) agrees that it will be bound by and will take no actions contrary to the provisions of the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order.

The foregoing provisions are intended as an inducement to the lenders under the Term Loan DIP Credit Agreement to enter into the Term Loan DIP Credit Agreement and such lenders are intended third party beneficiaries of such provisions.

9.19 Canadian Anti-Money Laundering Legislation. (a) Each Loan Party acknowledges that, pursuant to Canadian Anti-Money Laundering Legislation and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Lenders may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Loan Parties, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender or any Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent has ascertained the identity of any Loan Party or any authorized signatories of the Loan Parties for the purposes of applicable AML Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that neither the Administrative Agent nor any other Agent has any obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

9.20 Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the "Original Currency") into another currency (the "Second Currency"), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase, in the New York foreign exchange market, the Original Currency with the Second Currency on the date two (2) Business Days preceding that on which judgment is given. The Borrower agrees that its obligation in respect of any Original Currency due from it hereunder shall, notwithstanding any judgment or payment in such other currency, be discharged

only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased or could have been so purchased is less than the amount originally due in the Original Currency, the Borrower agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss; and if the amount of the Original Currency so purchased or could have been so purchased is greater than the amount originally due in the Original Currency, the Administrative Agent agrees to remit such excess amount to the Borrower. The term "rate of exchange" in this Section 9.19 means the spot rate at which the Administrative Agent, in accordance with normal practices, is able on the relevant date to purchase the Original Currency with the Second Currency, and includes any premium and costs of exchange payable in connection with such purchase.

9.21 Electronic Execution. The words "delivery," "execute," "execution," "signed," "signature," and words of like import in any Loan Document or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; provided further, without limiting the foregoing, upon the request of the Administrative Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

9.22 Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(b) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(c) the effects of any Bail-in Action on any such liability, including (without limitation), if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

9.23 Conflicts. If any provision in this Agreement or any other Loan Document expressly conflicts with any provision in the Interim DIP Order or Final DIP Order, the provisions in the Bankruptcy Court DIP Order shall govern and control.

9.24 Revolver Termination. The parties hereto acknowledge and agree that the Revolver Termination has been consummated notwithstanding that the Borrower provided fewer than the three Business Days' notice specified for termination of commitments and prepayment of loans in Sections 2.11 and 2.13 of the Prepetition ABL Agreement.

9.25 Amendment and Restatement. This Agreement constitutes an amendment to and restatement of the Prepetition ABL Agreement. The parties hereto hereby agree to the terms of this Agreement and in furtherance thereof, further agree that, on the Closing Date, this Agreement shall be amended and restated as set forth herein. The FILO Term Loan Lenders (as defined in the Prepetition ABL Agreement) holding at least 66 ⅔% of the FILO Term Loans (as defined in the Prepetition ABL Agreement) hereby authorize and instruct the Administrative Agent and the Collateral Agent to execute and deliver the other Loan Documents contemplated to be executed and delivered on the date hereof, and shall be deemed to have consented to, approved or accepted or to be satisfied with each such Loan Document or other matter required thereunder to be consented to, approved or accepted or satisfactory to the FILO Term Loan Lenders (as defined in the Prepetition ABL Agreement) holding at least 66 ⅔% of the FILO Term Loans (as defined in the Prepetition ABL Agreement).

9.26 Termination of Certain Provisions of that certain Second Amendment, dated as of May 15, 2020, and that certain Third Amendment, dated as of June 12, 2020. Section 2 and Section 3 of that certain Second Amendment, dated as of May 15, 2020, and Section 2 of that certain Third Amendment, dated as of June 12, 2020, in each case to the Prepetition ABL Agreement are hereby deleted and of no further force or effect.

9.27 Operating Account. The parties hereto acknowledge and agree that the Operating Account does not constitute (a) ABL Priority Collateral or (b) Collateral for the Obligations.

SECTION 10. SECURITY AND PRIORITY

10.1 Collateral; Grant of Lien and Security Interest.

(a) Pursuant to, and otherwise subject to the terms of, the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order and in accordance with the terms thereof and subject to the Carve Out, as security for the full and timely payment and performance

of all of the Obligations, the Loan Parties hereby pledge and grant to the Collateral Agent (for the benefit of the Secured Parties), a security interest in and to, and a Lien on, all of the Collateral.

(b) Notwithstanding anything herein to the contrary (i) all proceeds received by the Collateral Agent and the Lenders from the Collateral subject to the Liens granted in this Section 10.1 and in each other Loan Document and by the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order shall be subject in all respects to the Carve Out and (ii) no Person entitled to amounts in respect of the Carve Out shall be entitled to sell or otherwise dispose, or seek or object to the sale or other disposition, of any Collateral.

10.2 Priority and Liens Applicable to Loan Parties.

(a) Upon entry of the Interim DIP Order or Final DIP Order and subject to the terms thereof, as the case may be, the Obligations, Liens and security interests in favor of the Secured Parties shall, subject in all respects to the Carve Out, at all times, pursuant to the Bankruptcy Code, be secured by a perfected Lien on and security interest in all of the Collateral of the Loan Parties.

(b) The relative priorities of the Liens with respect to the Collateral shall be as set forth in the Interim DIP Order (and, when entered, the Final DIP Order).

(c) Each Loan Party hereby confirms and acknowledges that, pursuant to the Interim DIP Order (and, when entered, the Final DIP Order), the Liens in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties in all of the Collateral shall be created and perfected, to the maximum extent permitted by law, without the execution or the recordation or filing in any land records or filing offices of, any mortgage, assignment, security agreements, mortgages, control agreements, pledge agreements, financing statements or other similar documents, or the possession or control by the Collateral Agent of, or over, any Collateral, as set forth in the Interim DIP Order (and, when entered, the Final DIP Order).

10.3 Grants, Rights and Remedies. The Liens and security interests granted pursuant to Section 10.1 hereof and the administrative claim priority and lien priority granted pursuant to Section 10.2 hereof may be independently granted in the Loan Documents. This Agreement, the Bankruptcy Court DIP Order and such other Loan Documents supplement each other, and the grants, priorities, rights and remedies of the Agents and the Lenders hereunder and thereunder are cumulative; provided that to the extent of conflict the Bankruptcy Court DIP Order controls.

10.4 No Filings Required. The Liens and security interests referred to herein shall be deemed valid and perfected by entry of the Interim DIP Order or the Final DIP Order, as the case may be, and entry of the Interim DIP Order shall have occurred on or before the date of the initial Borrowing hereunder. The Collateral Agent shall not be required to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office, take possession or control of any Collateral, or take any other action in order to validate or perfect the Lien and security interest granted by or pursuant to this Agreement, the Interim DIP Order or the Final DIP Order, as the case may be, or any other Loan Document.

10.5 Survival. Except as set forth in the Bankruptcy Court DIP Order and the Canadian Court DIP Recognition Order, the Liens, lien priority, administrative priorities and other rights and remedies granted to the Collateral Agent and the Lenders pursuant to this Agreement, the Bankruptcy Court DIP Orders and the other Loan Documents (specifically including, but not limited to, the existence, perfection and priority of the Liens and security interests provided herein and therein, and the administrative priority provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of Indebtedness by the Borrower (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by any dismissal or conversion of any of the Chapter 11 Cases, or by any other act or omission whatsoever.

(signature pages follow)

[Filed Version]

Exhibit J[1]

NEW REVOLVER BASKET AND EXIT FILO FACILITY TERM SHEET

Set forth below is a summary of the principal terms and conditions for the New Revolver Facility and the Exit FILO Facility (each as defined below). Unless otherwise noted below, capitalized terms used but not defined in this Exhibit J shall have the meanings set forth in the Restructuring Support Agreement or the Debtor-in-Possession ABL Credit Agreement (the "DIP ABL FILO Credit Agreement"), to which this Exhibit J is attached.

Summary of Principal Terms and Conditions

Borrower:	Either (i) a new entity as contemplated by the Restructuring Support Agreement or (ii) reorganized General Nutrition Centers, Inc., a Delaware corporation, formerly a debtor and debtor-in-possession in the Chapter 11 Cases (the "Company" or the "Borrower"); *provided* that the Borrower shall be the same as the borrower under Exit Term Loan Facility (as defined in the Restructuring Support Agreement).
Guarantors:	Either (i) new entities as contemplated by the Restructuring Support Agreement or (ii) each of the entities listed on Exhibit A-1 hereof (collectively, the "Guarantors" and, together with the Borrower, the "Loan Parties"); *provided* that the Guarantors shall be the same as the guarantors under the Exit Term Loan Facility. All obligations of the Borrower under the Exit FILO Facility will be unconditionally guaranteed on a joint and several basis by the Guarantors. [In addition, [TaxFilerCo] shall provide a limited guarantee and security agreement pledging Tax Refunds (as defined below) to the Agent for the benefit of the Secured Parties, or alternatively, shall enter into an exit tax sharing agreement.] For the avoidance of doubt, each of the affiliates of the Borrower listed on Exhibit A-2 hereof will not be a Guarantor.
New Revolver Facility Basket:	A secured revolving credit facility on a "first-out" basis (the "New Revolver Facility") of new money revolving loans and letter of credit obligations (collectively, the "New Revolver Loans", and the lenders thereof, the "New Revolver Lenders"). Such facility will be on market terms, will have the same lien priority on the Collateral (as defined below) as the Exit FILO Facility (as defined below) and will be paid prior to the Exit FILO Facility in the payment waterfall. For the avoidance of doubt, the consummation of the New Revolver Facility shall not be a condition precedent to the effectiveness and consummation of the Plan (as defined below), the Exit FILO Facility or the Exit Term Loan Facility. The New Revolver Facility shall operate as a basket for future debt of the Company, it being understood that the Borrower shall be permitted, whether at the Exit Date or thereafter, to add the New Revolver Facility if, after giving effect thereto, (a) the New Revolver Facility availability (not

[1] This Term Sheet will also be Exhibit B to the Exit Term Loan Facility Term Sheet.

	the commitments therefor) does not exceed the remainder of (x) the Borrowing Base (without giving effect to the Availability Cushion (as defined below)) less (y) the aggregate principal amount of Exit FILO Loans then outstanding and (b) as a condition to drawing on such New Revolver Facility, the Borrower shall be in compliance with the Borrowing Base (without giving effect to the Availability Cushion) after giving effect to such borrowing.
Exit FILO Facility:	A $275 million secured term loan credit facility (the "Exit FILO Facility") comprised of FILO Term Loans (as defined in the DIP ABL FILO Credit Agreement) (the "DIP FILO Loans") converted on a dollar-for-dollar basis on the Exit Date (as defined below) (the "Exit FILO Loans", and the lenders thereof, the "Exit FILO Lenders"). The Exit FILO Loans will be incurred on a "last out" basis with payment priority behind the New Revolver Facility (at any time that a New Revolver Facility is in effect). For the avoidance of doubt, the Exit FILO Loans shall include all unpaid amounts due and payable (including interest and fees) in respect of the DIP FILO Loans (the "DIP FILO Unpaid Amounts"). The "Plan" means the Chapter 11 Plan of Reorganization and the related disclosure statement of the Debtors to be filed with the Bankruptcy Court, in form and substance reasonably satisfactory to the Required FILO Lenders (as defined below). The reorganization contemplated by the Plan is referred to herein as the "Reorganization."
Conversion of Claims and Use of Proceeds:	On the Exit Date, the DIP FILO Loans and the DIP FILO Unpaid Amounts will be converted dollar-for-dollar into Exit FILO Loans.
Exit Date:	The date (the "Exit Date") on which the Exit FILO Loans are issued under the Exit FILO Facility and all Closing Conditions (as defined below) have been satisfied or waived by lenders holding more than 66 2/3% of the loans under the Exit FILO Facility (the "Required FILO Lenders").
Maturity:	With respect to the Exit FILO Loans, the date that is four (4) years after the Exit Date.
Collateral:	The New Revolver Facility and the Exit FILO Facility will both be secured by a perfected lien on, with the priority described below under the caption "Priority," substantially all of the Loan Parties' tangible and intangible assets (collectively, the "Collateral"), including owned and ground leased real property, tax refunds, the equity interests of the Guarantors and other majority owned subsidiaries (subject to customary exclusions) and all deposit and security accounts (which shall be subject to control agreements to the extent set forth in the Pre-Existing FILO Facility Documentation (as defined below)), with materiality thresholds and exceptions to be agreed.
Priority:	The New Revolver Facility and the Exit FILO Facility will both have (i) a first priority lien on ABL Priority Collateral, subject to certain customary baskets and exceptions to be agreed ("Permitted Liens"), and (ii) a second priority lien on Term Priority Collateral, subject to Permitted Liens, which ABL Priority Collateral and Term Priority Collateral shall be as defined in and subject to ranking and intercreditor arrangements substantially

consistent with the Prepetition Intercreditor Agreement or otherwise reasonably satisfactory to the Required FILO Lenders, subject to any agreed post-closing perfection requirements and subject to thresholds, exceptions and exclusions substantially identical to the Pre-Existing FILO Facility Documentation.

The Exit Term Loan Facility will have (i) a first priority lien on Term Priority Collateral, subject to Permitted Liens, and (ii) a second priority lien on ABL Priority Collateral, subject to Permitted Liens.

Exit FILO Facility Documentation: The loan documents governing the Exit FILO Facility shall contain terms substantially similar to the terms of that certain ABL Credit Agreement dated as of February 28, 2018, (as amended by that certain First Amendment dated as of March 20, 2018 and as in effect on such date) among GNC Corporation, a Delaware corporation, as parent, General Nutrition Centers, Inc., a Delaware corporation, as borrower, each other borrower from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (the "Pre-Existing FILO Facility Documentation"), with modifications to reflect this term sheet and other adjustments reasonably satisfactory to the Borrower and the Required FILO Lenders (such loan documents, the "Exit FILO Facility Documentation").

Conditions to Closing: Limited to the following (collectively, the "Closing Conditions"):

A. The negotiation, execution and delivery of the Exit FILO Facility Documentation by the Loan Parties.

B. The following documents shall be reasonably satisfactory to the Borrower and the Required FILO Lenders:

- the Plan;
- the terms of the Exit Term Loan Facility, which terms shall be deemed reasonably satisfactory to the Required FILO Lenders if substantially consistent with the Exit Term Loan Facility Term Sheet in the form attached hereto as Exhibit B; and
- the confirmation order with respect to the Plan, and corresponding recognition order of the Canadian Court.

C. To the extent that the Borrower or any Guarantor is a new entity formed as contemplated by the Restructuring Support Agreement, all assets that are to be owned by such new entity under the Plan shall have been transferred to such new entity pursuant to documentation in form and substance reasonably acceptable to the Agent.

D. Substantial consummation (as defined in Section 1101 of the Bankruptcy Code) of the Plan (all conditions precedent set forth therein having been satisfied or waived in accordance with the terms thereof).

E. Immediately after the Exit Date, the Loan Parties shall have outstanding no indebtedness for borrowed money other than indebtedness outstanding under the New Revolver Facility (if any), the

Exit FILO Facility, the Exit Term Loan Facility and indebtedness contemplated by the Plan.

F. Accuracy in all material respects (or, in the case of representations and warranties that are qualified by materiality, in all respects) on the Exit Date (except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date) of representations and warranties contained in the Exit FILO Facility Documentation which shall be no more burdensome to the Company that those set forth in the Pre-Existing FILO Facility Documentation and absence of an Event of Default under the Exit FILO Facility Documentation.

G. Compliance with customary documentation conditions for a facility of this size, type, and purpose, including the delivery of customary legal opinions and closing certificates (including a customary solvency certificate in substantially the form provided under the Pre-Existing FILO Facility Documentation), good standing certificates and certified organizational documents, in each case, in form and substance reasonably satisfactory to the Required FILO Lenders.

H. The Agent shall have a perfected lien on the Collateral of the Loan Parties, subject to Permitted Liens and any post-closing perfection requirements, with the priority set forth under the heading "Priority" hereunder; *provided* that security interests will not be required to be perfected on the Exit Date other than by (A) filings of UCC and PPSA financing statements in the office of the secretary of state or provincial ministry (or similar central filing office) of the Loan Parties, and (B) delivery to the Agent, for the benefit of the secured parties, of promissory notes representing material intercompany indebtedness for borrowed money and equity certificates (other than equity issued by GNC Holdings, Inc.) representing equity issued by Loan Parties, in each case, together with customary transfer powers executed in blank.

I. Receipt by the Agent of reasonably satisfactory results of customary lien searches.

J. The Loan Parties shall have used commercially reasonable efforts to obtain a public corporate credit rating (but not a specific rating) from either Standard & Poor's, a division of S&P Global, Inc., or Moody's Investors Service, Inc. in respect of the Exit FILO Facility.

K. All requisite governmental and material third party approvals shall have been obtained, and there shall be no litigation, governmental, administrative or judicial action against the Loan Parties, in each case, the failure to obtain or existence of which would reasonably be expected to restrain, prevent or impose materially burdensome restrictions on the substantial consummation of the Plan or the Exit FILO Facility.

L. Delivery of all documentation and other information required by bank regulatory authorities under applicable "know-your-customer", anti-money laundering rules and regulations, and the Patriot Act that has

been reasonably requested by the Exit FILO Lenders at least ten (10) business days prior to the closing date of the Exit FILO Facility.

M. Payment by the Borrower on the Exit Date of all reasonable and documented out-of-pocket costs, fees and expenses owed or otherwise required to be paid pursuant to the Exit FILO Facility to the Agent and Lenders (including reasonable and documented fees and expenses of counsel and one financial advisor (which shall be Alix Partners for the FILO Ad Hoc Group); *provided*, that legal fees shall be limited to the reasonable and documented fees and disbursements of one counsel for the Agent and one U.S. counsel for the FILO Ad Hoc Group (which shall be Paul, Weiss, Rifkind, Wharton & Garrison LLP) and, in addition, local counsel for each in each appropriate jurisdiction), including reasonable and documented out-of-pocket costs and expenses of (a) the Agent administering the Exit FILO Facility and (b) preparing all documents relating to the Exit FILO Facility.

N. The Company shall file with the SEC a Form 15 to deregister the outstanding securities of the Company under the Exchange Act and will not be a reporting company under the Exchange Act immediately following the effective date of the Plan.

Interest Rate: With respect to the Exit FILO Loans, (i) initially, LIBOR + 9.00% *per annum* paid in cash and (ii) upon elimination of the Availability Cushion, LIBOR + 7.00% per annum paid in cash.

LIBOR will be subject to a 1.00% "floor".

During the continuance of a payment or bankruptcy Event of Default, past due amounts under the Exit FILO Facility will bear interest at an additional 2.00% *per annum* above the interest rate otherwise applicable.

The Borrower shall also have the right to elect that the Exit FILO Loans bear interest at a rate determined by reference to an "alternate base rate", and the interest rate margin with respect to Exit FILO Loans bearing interest at the alternate base rate shall be reduced by 1.00% *per annum*.

Borrowing Base: On the Exit Date, to be substantially identical (including with respect to advance rates, reserves and cash dominion) to the DIP ABL FILO Credit Agreement, including the component of the Borrowing Base thereunder consisting of an amount equal to $17.5 million (the "Availability Cushion"), which Availability Cushion shall be eliminated beginning July 1, 2021. The Borrower may, at its option elect to reduce the Availability Cushion, in whole or in part and on one or more occasions, earlier than set forth in the preceding sentence (the date that the Availability Cushion is reduced to zero is referred to herein as the "Availability Cushion Termination Date"). The Exit FILO Facility shall not include "cash dominion" provisions. Any "reserves" shall (i) prior to the occurrence of the Availability Cushion Termination Date, be calculated as set forth in the DIP ABL FILO Credit Agreement, and (ii) on and after the occurrence of the Availability Cushion Termination Date, be calculated as set forth in the Pre-Existing FILO Facility Documentation.

Financial Covenant:	None.
Agency Fees:	As agreed with the Agent.
Scheduled Amortization:	None.
Call Protection:	None.
Lender Voting:	To be substantially identical to the Pre-Existing FILO Facility Documentation, with such modifications as may be reasonably agreed by the Required FILO Lenders and the Company. For the avoidance of doubt, modifications with respect to customary sacred rights provisions shall require consent of each affected lender and modifications with respect to the Borrowing Base (including advance rates and components thereof) shall require supermajority lenders consent.
Covenants:	To be substantially identical to the Pre-Existing FILO Facility Documentation (including, without limitation, a covenant to use commercially reasonable efforts to obtain a public rating for the Exit FILO Facility (but no requirement to obtain or maintain a specific rating)), except that baskets based on "payment conditions" or "distribution conditions" will be replaced by the baskets that were included in the Prepetition Term Loan Documents (but were not included in the Pre-Existing FILO Facility Documentation), with such modifications as may be reasonably agreed by the Required FILO Lenders and the Company.
Events of Default:	To be substantially identical to the Pre-Existing FILO Facility Documentation (collectively, the "Events of Default").
Mandatory Prepayments:	Mandatory prepayments of the borrowings under the Exit FILO Facility shall be made at par, without premium or penalty, subject to certain provisions, including rights with respect to Term Priority Collateral, substantially similar to those under the Pre-Existing FILO Facility Documentation and others to be agreed, modified as appropriate to reflect the proposed exit facility, including, subject to the following paragraph, with respect to receipt of tax refunds by the Loan Parties (the "Tax Refunds") at the end of the fiscal quarter in which such proceeds are received; *provided* that (1) the amount of such Tax Refunds prepayment at such quarter end shall be limited to the lesser of (x) the amount of net cash proceeds so received and (y) the amount that would not cause Liquidity (as defined below) (after giving effect to such prepayment and any prepayment of the Exit Term Loan Facility) to be less than $75 million (the difference between clauses (x) and (y), the "Holdback Amount"; and the difference between clause (x) and the Holdback Amount, the "Refund Prepayment") and (2) if there is a Holdback Amount, then at the end of each subsequent fiscal quarter a mandatory prepayment shall be made in an amount equal to the lesser of (i) the Holdback Amount less any portion of the Holdback Amount so applied pursuant to this clause (2) in prior fiscal quarters and (ii) the amount that would not cause Liquidity (after giving effect to such prepayment and any prepayment of the Exit Term Loan Facility) to be less than $75 million (any such prepayment pursuant to this clause (2), a

"Holdback Prepayment"; and Holdback Prepayments and Refund Prepayments are collectively referred to herein as "Tax Prepayments").

Any mandatory prepayment relating to Tax Prepayments shall be applied as follows: a percentage to be agreed to prepay loans under the Exit Term Loan Facility; and a percentage to be agreed to prepay the Exit FILO Loans (but not the New Revolver Loans) (with such percentages to be agreed among the Borrower, the Required FILO Lenders and the "Required Exit Lenders" (as defined the Exit Term Loan Facility Term Sheet)).

Mandatory prepayments and the application of such proceeds at all times will be subject to the intercreditor arrangements consistent with the Prepetition Intercreditor Agreement, the Pre-Existing FILO Facility Documentation, and the Prepetition Term Loan Documents, or otherwise reasonably satisfactory to the Borrower, the Required FILO Lenders and the "required lenders" under the Exit Term Loan Facility.

For purposes hereof, "Liquidity" shall mean unrestricted cash of the Loan Parties and their restricted subsidiaries (other than cash held by foreign subsidiaries that are not Guarantors, cash included in the Borrowing Base and cash supporting letters of credit) and amounts available to be drawn under any revolving credit facility.

Application of Payments: To be substantially similar to the Pre-Existing FILO Facility Documentation as reasonably agreed by the Required FILO Lenders and the Company, with the New Revolver Loans taking the position of the Revolving Credit Exposure (as defined in the Prepetition ABL Agreement) and the Exit FILO Loans taking the position of the FILO Term Loan (as defined in the Prepetition ABL Agreement) and subject to the terms and conditions of the intercreditor arrangements between the New Revolver Lenders and the Exit FILO Lenders.

Voluntary Prepayments: Voluntary prepayments of the borrowings under the Exit FILO Facility will be permitted at any time at par, without premium or penalty, subject to the reimbursement of the Exit FILO Lenders' redeployment costs in the case of a prepayment of LIBOR borrowings other than on the last day of the relevant interest period.

Governing Law: State of New York.

Agent: To be agreed between the Borrower and the Required FILO Lenders.

Expenses and Indemnification: To be substantially consistent with the Pre-Existing FILO Facility Documentation.

EXHIBIT A-1
TO
NEW REVOLVER BASKET AND EXIT FILO FACILITY TERM SHEET

Guarantor Entities*

* To be supplemented by adding the names of affiliates that provide collateral under the DIP FILO.

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 Headquarters LLC

Gustine Sixth Avenue Associates, Ltd.

GNC China Holdco LLC

GNC Puerto Rico Holdings, Inc.

GNC Puerto Rico, LLC

EXHIBIT A-2
TO
NEW REVOLVER BASKET AND EXIT FILO FACILITY TERM SHEET

Non-Guarantor Entities

Nutra Insurance Company

GNC Korea Limited

GNC Hong Kong Limited

GNC (Shanghai) Trading Co., Ltd.

GNC China JV Holdco Limited

GNC (Shanghai) Food Technology Limited

GNC South Africa (Pty) Ltd.

GNC Jersey One Limited

GNC Jersey Two Unlimited

THSD

GNC Live Well Ireland

GNC Colombia SAS

GNC Newco Parent, LLC

Nutra Manufacturing, LLC

GNC Supply Purchaser, LLC

GNC Intermediate IP Holdings, LLC

GNC Intellectual Property Holdings, LLC

EXHIBIT B
TO
NEW REVOLVER BASKET AND EXIT FILO FACILITY TERM SHEET

Exit Term Loan Facility Term Sheet

[See attached].

Exhibit D

Form of Joinder Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Restructuring Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of [___], 2020 by and among (i) GNC Holdings, Inc. ("***GNC***"), 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 Headquarters LLC, Gustine Sixth Avenue Associates, Ltd., General Nutrition Centres Company, GNC Government Services, LLC, GNC Canada Holdings, Inc., GNC Puerto Rico Holdings, Inc., GNC Puerto Rico, LLC, and GNC China Holdco, LLC (each, together with GNC, a "***Company Entity***," and collectively, and together with GNC, the "***Company***"), and (ii) the Consenting Creditors, and agrees to be bound as a Consenting Creditor by the terms and conditions thereof binding on the Consenting Creditors with respect to all Claims and Interests held by the undersigned.[1]

The undersigned hereby makes the representations and warranties of the Consenting Creditors set forth in the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____

[CONSENTING CREDITOR]

By:_____
Name:_____
Title:_____
Address:_____

Claims under the [_____]: $_____

Other Claims: $_____

[1] Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

EXHIBIT B

Notice of Confirmation and Effective Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF (A) ENTRY OF ORDER CONFIRMING AND (B) EFFECTIVE DATE OF SEVENTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF GNC HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. On **[●]**, 2020, the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") entered an order (the "**Confirmation Order**") confirming the *Seventh Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 1398 (as modified or amended, the "**Plan**"), in the Chapter 11 Cases of the above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order. This Notice is intended solely to provide notice of the entry of the Confirmation Order and it does not, and shall not be construed to, limit, modify or interpret any of the provisions of the Confirmation Order. The following paragraphs identify some of the provisions of the Confirmation Order for the convenience of creditors; however, creditors should refer to the full text of the Confirmation Order and should not rely upon the summary provided below.

2. Effective Date of the Plan. On [●], 2020, the Effective Date of the Plan occurred. All conditions precedent to the Effective Date enumerated in Article VIII of the Plan were satisfied or waived in accordance with the Plan as of [●], 2020. Pursuant to the

[1] The debtors in these chapter 11 cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

Confirmation Order and the Plan, the releases, exculpation, and injunction provisions set forth in Article IX of the Plan are now in full force and effect.

3. Convenience Class Election Deadline. The last date for Holders of Allowed Claims in Class 4 to elect to have such Claims reclassified as Class 4A Convenience Class Claims is [●] (i.e., thirty calendar days after the Effective Date). A Class 4A Convenience Class Claim is a General Unsecured Claim that is either (a) an Allowed Claim in an amount that is equal to or less than $50,000 or (b) an Allowed Claim in an amount that is greater than $50,000, but with respect to which the Holder of such Allowed Claim agrees in writing to voluntarily and irrevocably reduce the aggregate amount of such Allowed Claim to $50,000 or less. To elect to have an Allowed Claims in Class 4 voluntarily and irrevocably reduced to an amount of $50,000 or less and reclassified as a Class 4A Convenience Class Claim pursuant to Article III.B.5.b. of the Plan, a Holder of an Allowed Claim in Class 4 should submit a Convenience Class Election Form (a form of which is attached hereto as **Exhibit 1**) online at cases.primeclerk.com/gnc by **no later than [_____] at 5:00 p.m. (prevailing Eastern Time).]**

4. Bar Dates.

a. *Fee Claims*. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed no later than 45 days after the Effective Date. Objections to any final requests for payment of Professional Fee Claims must be filed no later than 20 days from the date of the filing of such final requests for payment of Professional Fee Claims. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders. The Reorganized Debtors shall pay Professional Fee Claims owing to the Retained Professionals in Cash to such Retained Professionals in the amount the Bankruptcy Court Allows from funds held in the Professional Fee Escrow Account, as soon as reasonably practicable after such Professional Fee Claims are Allowed by entry of an order of the Bankruptcy Court; provided that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the Allowed amount of Professional Fee Claims owing to the Retained Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

b. *Administrative Claims*. All requests for payment of an Administrative Claim (other than DIP Facilities Claims (including DIP Expenses), Cure Costs, Professional Fee Claims, Transaction Expenses, or U.S. Trustee quarterly fees payable pursuant to Article II.E of the Plan) that accrued on or before the Effective Date that were not otherwise accrued in the ordinary course of business must be filed with the Bankruptcy Court and served on the Debtors no later than the date that is the 30th day after the Effective Date (the "**Administrative Claims Bar Date**").

If a Holder of an Administrative Claim (other than DIP Facilities Claims (including DIP Expenses), Cure Costs, Professional Fee Claims, Transaction Expenses, or U.S. Trustee quarterly fees payable pursuant to Article II.E of the Plan) that is required to, but does

not, file and serve a request for payment of such Administrative Claim by the Administrative Claims Bar Date shall be forever barred, estopped and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors and their respective Estates and property and such Administrative Claims shall be deemed discharged as of the Effective Date.

c. *Rejection Damages Claims*. Unless otherwise provided by a Bankruptcy Court order, any Proofs of Claim asserting Claims arising from the rejection of the Executory Contracts and Unexpired Leases pursuant to the Plan or otherwise must be filed with the Notice and Claims Agent within thirty days after the date of the effectiveness of the rejection of the applicable Executory Contract or Unexpired Lease. Any Proofs of Claim arising from the rejection of the Executory Contracts and Unexpired Leases that are not timely filed shall be subject to disallowance by further order of the Bankruptcy Court upon objection on such grounds. All Allowed Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall constitute General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan.

5. Bankruptcy Court Address. For purposes of Filing requests for payment of Administrative Expense Claims and applications for allowance of Professional Fee Claims, the address of the Bankruptcy Court is 824 North Market Street, 5th Floor, Wilmington, Delaware 19801.

6. Notices. To continue to receive pleadings and other documents filed in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, you must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. Commencing [●], 2020, (i.e., 30 calendar days after the Effective Date), the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 will be limited to those Entities who have filed such renewed requests (including any Entities that file such renewed requests after such date).

7. Copies of Confirmation Order. Copies of the Confirmation Order, the Plan, and any pleadings filed in these Chapter 11 Cases may be obtained by (a) visiting the Debtors' restructuring website at https://cases.primeclerk.com/GNC; (b) sending an email to gncinfo@primeclerk.com; and/or (c) calling the Debtors' restructuring hotline at +1.844.974.2132 (or +1.347.505.7137 for international calls). The Confirmation Order and the Plan may also be examined by any party in interest during normal business hours at the Office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court, 824 Market Street, 5th Floor, Wilmington, Delaware 19801. You may also obtain copies of the Confirmation Order or of any pleadings filed in these Chapter 11 Cases for a fee at http://www.deb.uscourts.gov.

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ [DRAFT] .
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Kara Hammond Coyle (No. 4410)
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Counsel for Debtors and Debtors in Possession

Exhibit 1

Convenience Class Election Form

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)

CLASS 4 GENERAL UNSECURED CLAIMS
CONVENIENCE CLASS ELECTION FORM

THE DEADLINE TO SUBMIT A CONVENIENCE CLASS ELECTION IS 5:00 PM, EASTERN TIME, ON NOVEMBER [XX], 2020 (THE "CONVENIENCE CLASS ELECTION DEADLINE"), UNLESS EXTENDED BY THE REORGANIZED DEBTORS OR PLAN ADMINISTRATOR

This form (the "***Convenience Class Election Form***") is provided to you to capture your election to voluntarily and irrevocably reduce the aggregate amount of your Allowed Class 4 General Unsecured Claim to $50,000 or less (the "***Convenience Class Election***") in connection with the *Seventh Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and*

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The Debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code [Docket No. 1398] (as amended, modified, or supplemented from time to time, the "***Plan***") for GNC Holdings, Inc. ("***GNC***") and certain of its affiliates (such affiliates, together with GNC, the "***Debtors***").[2]

The Plan and Disclosure Statement provide additional information related to the treatment of Convenience Class Claims and General Unsecured Claims. These documents can be accessed online by visiting Prime Clerk's website at https://cases.primeclerk.com/GNC. If you have any questions related to this form, please contact Prime Clerk LLC (the "***Voting Agent***") by: (i) calling 347-505-7137 (international) or 844-974-2132 (domestic, toll free) or (ii) sending an electronic message to GNCBallots@primeclerk.com with "GNC Convenience Class Election" in the subject line. You should review the Disclosure Statement and the Plan before making a Convenience Class Election. You may wish to seek independent legal advice concerning the Plan and the classification and treatment of your Claim under the Plan. If you believe you have received this Convenience Class Election Form in error, please contact the Voting Agent ***immediately*** at the address, telephone number, or email address set forth below.

PLEASE READ THE BELOW INSTRUCTIONS BEFORE COMPLETING THIS CONVENIENCE CLASS ELECTION FORM.

PLEASE COMPLETE ALL APPLICABLE ITEMS BELOW. PLEASE FILL IN ALL OF THE INFORMATION REQUESTED UNDER ITEM 3. IF THIS CONVENIENCE CLASS ELECTION FORM HAS NOT BEEN PROPERLY SIGNED IN THE SPACE PROVIDED, YOUR CONVENIENCE CLASS ELECTION MAY NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

---

[2] Capitalized terms used in this Convenience Class Election Form that are not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Item 1. Principal Amount of Claim. The undersigned hereby certifies that it is the Holder (or authorized signatory of such Holder) of a General Unsecured Claim in the aggregate unpaid **principal** amount inserted into the box below, without regard to any accrued but unpaid interest.

$_____
Claim Number:_____

Item 2. Convenience Class Election.

By checking the box below, regardless of the amount of your Allowed Class 4 General Unsecured Claim, you elect to have your Claim reduced to $50,000 or less and to have such Claim treated as a Class 4A Convenience Class Claim. Except to the extent that a Holder of an Allowed Convenience Class Claim agrees to a less favorable treatment, as soon as practicable following the Effective Date, each Holder of an Allowed Convenience Class Claim shall receive, in full and final satisfaction, compromise, settlement, release and discharge of and in exchange for such Allowed Convenience Class Claim, its Pro Rata Share of such amount of Cash from the Class 4/4A Distribution Amount as is allocated to Class 4A pursuant to the Committee Election.

❑
The undersigned elects to have its Allowed Class 4 General Unsecured Claim identified in Item 1 treated as a Class 4A Convenience Class Claim and acknowledges that any valid Claim will be Allowed in an amount not to exceed $50,000.

Any Convenience Class Election Form returned without checking the box above shall be treated as NOT having made the Convenience Class Election.

Item 3. Acknowledgments.

By signing this Convenience Class Election Form, the Holder (or authorized signatory of such Holder) certifies that (i) it has the power and authority to make the election made in this Convenience Class Election Form, (ii) it is the Holder (or is entitled to elect on behalf of such

Holder) of the General Unsecured Claim described in Item 1 above, (iii) the Holder understands and acknowledges that if multiple Convenience Class Election Forms are submitted with respect to the Claim set forth in Item 1, only the last properly completed Convenience Class Election Form received by the Voting Agent before the Convenience Class Election Deadline shall be deemed to reflect the holder's intent and thus to supersede and revoke any prior Convenience Class Election Form received by the Voting Agent, and (iv) all authority conferred or agreed to be conferred pursuant to this Convenience Class Election Form, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that an otherwise properly completed, executed, and timely returned Convenience Class Election Form failing to indicate a Convenience Class Election, will not be counted.

_____
Name of Holder

_____
Signature

_____
Name of Signatory and Title

_____
Street Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Email Address

_____
Date Completed

PLEASE COMPLETE, SIGN, AND DATE THIS CONVENIENCE CLASS ELECTION FORM AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

GNC Holdings, Inc. Convenience Class Election Processing
c/o Prime Clerk LLC
One Grand Central Place
60 East 42nd Street, Suite 1440
New York, NY 10165

If you would like to coordinate hand delivery of your Convenience Class Election Form, please send an email to gncballots@primeclerk.com and provide the anticipated date and time of your delivery.

OR

Submit your Ballot via the Voting Agent's online portal at https://cases.primeclerk.com/GNC. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Convenience Class Election Form.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Convenience Class Election Form:

Unique Convenience Class Election ID#:_____

The Voting Agent's online portal is the sole manner in which Convenience Class Election Forms will be accepted via electronic or online transmission. Convenience Class Election Forms submitted by facsimile, email or other means of electronic transmission will not be counted.

Each Convenience Class Election ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Convenience Class Election Form. Please complete and submit an electronic Convenience Class Election Form for each Convenience Class Election ID# you receive, as applicable. Holders of General Unsecured Claims who cast a Convenience Class Election using the Voting Agent's online portal should NOT also submit a paper Convenience Class Election Form.

IF THE VOTING AGENT DOES NOT ***ACTUALLY RECEIVE*** THIS CONVENIENCE CLASS ELECTION FORM **ON OR BEFORE NOVEMBER [XX], 2020, AT 5:00 PM,** EASTERN TIME, (AND IF THE CONVENIENCE CLASS ELECTION DEADLINE IS NOT EXTENDED), YOUR CONVENIENCE CLASS ELECTION TRANSMITTED BY THIS CONVENIENCE CLASS ELECTION FORM MAY BE COUNTED ONLY IN THE DISCRETION OF THE REORGANIZED DEBTORS OR PLAN ADMINISTRATOR.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CONVENIENCE CLASS ELECTION FORM, PLEASE CONTACT THE VOTING AGENT BY CALLING 347-505-7137 (INTERNATIONAL) OR 844-974-2132 (DOMESTIC, TOLL FREE) OR BY SENDING AN EMAIL TO GNCBALLOTS@PRIMECLERK.COM WITH "GNC" IN THE SUBJECT LINE.

Schedule "B"
Personal Property Security Registrations

Province of Registration	Secured Party	Debtor	Registration No	Collateral Description
British Columbia	Shape Properties (Lougheed) Corp 2020 Burrard Street, Ste 505 Vancouver, BC V7X 1M6	General Nutrition Centres, Company	Base Reg No.: 134833J Control No.: D3622991	All present and after-acquired personal property of the debtor.

Schedule "C"
34th Assignment Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1244**

THIRTY-FOURTH (34th) OMNIBUS ORDER AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS

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

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon all of the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtors are authorized to assume and assign the Additional Contracts, identified on **Schedule 1** attached hereto, to the Assignee, effective upon the Closing of the Sale of the Debtors' assets to the Buyer. For the avoidance of doubt, the assumption and assignment of the Additional Contracts, and the payment of applicable cure costs in connection therewith, shall be subject to the terms and conditions set forth in the Sale Order entered on September 18, 2020 [Docket No. 1202], including with respect to any resolutions reached between the Debtors and applicable Contract Counterparties as memorialized therein.

3. Except as specifically set forth herein, nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or a waiver of the rights of the Debtors and the estates, or shall impair the ability of the Debtors and their estates, to contest the validity and amount of any payment made pursuant to this Order.

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

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

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

Dated: September 30th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27091119.1

GNC

Executory Contracts - Schedule 1

	Counterparty	Contract Type / Name	Address	Category
1)	APPLIED MERCHANDISING CONCEPTS LLC	THIRD PARTY PRODUCT CONTRACT	15 BEECHWOOD AVENUE NEW ROCHELLE NY 10801 USA	VENDOR - PROFESSIONAL SERVICES
2)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004300	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
3)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004301	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
4)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004302	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
5)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004303	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
6)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004305	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
7)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004306	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
8)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004307	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
9)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004308	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
10)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004309	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
11)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004311	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
12)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004312	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
13)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004313	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
14)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004314	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
15)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004315	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
16)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004316	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
17)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004318	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
18)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004320	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
19)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004324	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
20)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004325	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
21)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004327	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
22)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004328	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED

	Counterparty	Contract Type / Name	Address	Category
23)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004330	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
24)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004331	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
25)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004334	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
26)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004336	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
27)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004337	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
28)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004342	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
29)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004343	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
30)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004348	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
31)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004350	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
32)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004357	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
33)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004365	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
34)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004366	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
35)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004367	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
36)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004368	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
37)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004369	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
38)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004376	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
39)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004379	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
40)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004380	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
41)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004381	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
42)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004382	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
43)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004383	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
44)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004384	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
45)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004385	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
46)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004386	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
47)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004387	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED

	Counterparty	Contract Type / Name	Address	Category
48)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004388	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
49)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004389	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
50)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004390	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
51)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004391	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
52)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004392	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
53)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004393	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
54)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004395	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
55)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004396	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
56)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004408	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
57)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004409	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
58)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004410	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
59)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004411	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
60)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004432	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
61)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004434	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
62)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004436	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
63)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004444	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
64)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004447	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
65)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004454	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
66)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004458	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
67)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004464	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
68)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004471	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
69)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004479	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
70)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004481	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
71)	ARMY & AIR FORCE EXCHANGE SERVICE	MILITARY STORE LEASE AGREEMENT - 004483	3911 SOUTH WALTON WALKER BLVD DALLAS TX 75236 USA	VENDOR - STORE RELATED
72)	ATHLETIC ALLIANCE SPORTS SUPPLEMENT	THIRD PARTY PRODUCT CONTRACT	12597 23 AVE	VENDOR - PRODUCT

	Counterparty	Contract Type / Name	Address	Category
73)	BELFINT LYONS SHUMAN	FINANCIAL STATEMENT SERVICE AGREEMENT - GENERAL NUTRITION INVESTMENT	1011 CENTRE RD #310, WILMINGTON, DE 19805	VENDOR - PROFESSIONAL SERVICES
74)	BELFINT LYONS SHUMAN	FINANCIAL STATEMENT SERVICE AGREEMENT - GNC FUNDING, INC.	1011 CENTRE RD #310, WILMINGTON, DE 19805	VENDOR - PROFESSIONAL SERVICES
75)	BSI (BUSINESS SOFTWARE INC)	PAYROLL TAX SOFTWARE	155 TECHNOLOGY PARKWAY, SUITE 100 PEACHTREE CORNERS, GA 30092	VENDOR - OTHER
76)	CIGNA HEALTH AND LIFE INSURANCE COMPANY	GROUP MEDICAL INSURANCE POLICY (3341166)	900 COTTAGE GROVE ROAD BLOOMFIELD CT 06002	VENDOR - OTHER
77)	CIGNA HEALTH AND LIFE INSURANCE COMPANY	GROUP IN-NETWORK MEDICAL BENEFITS INSURANCE POLICY (3341166)	900 COTTAGE GROVE ROAD BLOOMFIELD CT 06002	VENDOR - OTHER
78)	CIGNA HEALTH AND LIFE INSURANCE COMPANY	DENTAL CHOICE INSURANCE POLICY (2500512)	900 COTTAGE GROVE ROAD BLOOMFIELD CT 06002	VENDOR - OTHER
79)	CIGNA HEALTH AND LIFE INSURANCE COMPANY	DENTAL PREFERRED PROVIDER INSURANCE POLICY (2500512)	900 COTTAGE GROVE ROAD BLOOMFIELD CT 06002	VENDOR - OTHER
80)	CIGNA HEALTH AND LIFE INSURANCE COMPANY	DENTAL PREFERRED PROVIDER INSURANCE POLICY	900 COTTAGE GROVE ROAD BLOOMFIELD CT 06002	VENDOR - OTHER
81)	CIGNA HEALTH AND LIFE INSURANCE COMPANY	CIGNA DENTAL CARE INSURANCE POLICY (2500512)	900 COTTAGE GROVE ROAD BLOOMFIELD CT 06002	VENDOR - OTHER
82)	CONSUMERLAB.COM LLC	BUSINESS DEVELOPMENT	333 MAMARONECK AVENUE WHITE PLAINS NY 10605 USA	VENDOR - OTHER
83)	CORPORATION SERVICE COMPANY	CREDIT AND COLLECTIONS	2150 LELARAY ST. COLORADO SPRINGS, CO 80909	VENDOR - OTHER
84)	DCOY	DIGITAL CONTENT	15 WEST 28TH STREET, 8TH FLOOR NEW YORK, NY 10001	VENDOR - ADVERTISING
85)	DELOITTE TAX SERVICES	PROFESSIONAL SERVICES	2200 ROSS AVENUE SUITE 1600 DALLAS TX 75207 USA	VENDOR - PROFESSIONAL SERVICES
86)	DSM NUTRITIONAL PRODUCTS INC	PRODUCT- GNC AGREES TO SELL THEM VITAMIN E AND FISH OIL UNDER THE LABEL SPRING VALLEY	C/O BANK OF AMERICA 3927 COLLECTIONS CENTER DRIVE	VENDOR - OTHER
87)	DYNAMIC NETWORK SERVICES, INC.	MASTER SERVICE LEVEL AGREEMENT	1230 ELM STREET, 5TH FLOOR MANCHESTER, NH 03101	VENDOR - INFORMATION TECHNOLOGY
88)	EMPOWER MEDIAMARKETING, INC.	SOW - Q2 2020 SOCIAL ACTIVATION	15 EAST 14TH STREET CINCINNATI OH 45202 USA	VENDOR - ADVERTISING
89)	EMPOWER MEDIAMARKETING, INC.	2019 MEDIA SERVICES (1 MONTH EXTENSION)	15 EAST 14TH STREET CINCINNATI OH 45202 USA	VENDOR - ADVERTISING
90)	EMPOWER MEDIAMARKETING, INC.	MARKETING	15 EAST 14TH STREET CINCINNATI OH 45202 USA	VENDOR - ADVERTISING
91)	ERNST & YOUNG US LLP	PROFESSIONAL SERVICES	PO BOX 640382 PITTSBURGH PA 152640382 USA	VENDOR - PROFESSIONAL SERVICES
92)	FACEBOOK	ADVERTISING	1601 WILLOW RD. MENLO PARK, CA 94025	VENDOR - ADVERTISING
93)	GARDEN OF LIFE CANADA	THIRD PARTY PRODUCT CONTRACT	3500 BOULEVARD DE MAISONNEUVE O. SUITE 2405	VENDOR - PRODUCT
94)	GOOGLE LLC	GOOGLE ADVERTISING SERVICE AGREEMENT ("ASA")	ATTN: SUNDAR PICHAI, CEO 1600 AMPHITEATRE PARKWAY MOUNTAIN VIEW CA 94043	VENDOR - OTHER
95)	IMPACT TECH, INC.	MASTER SUBSCRIPTION & SERVICES AGREEMENT	223 E DE LA GUERRA SANTA BARBARA CA 93101	VENDOR - INFORMATION TECHNOLOGY
96)	JAMEISON LABORATORIES LTD, WINDSOR RESEARCH LABORATORIES, INC & NUTRICORP INTERNATIONAL	MANUFACTURING AGREEMENT	4025 RHODES DRIVE WINDSOR ON N8W5B5 CANADA	VENDOR - PRODUCT

	Counterparty	Contract Type / Name	Address	Category
97)	JAMEISON LABORATORIES LTD, WINDSOR RESEARCH LABORATORIES, INC & NUTRICORP INTERNATIONAL	CONSULTING AGREEMENT	4025 RHODES DRIVE WINDSOR ON N8W5B5 CANADA	VENDOR - PRODUCT
98)	KENNEDY HORTON	IRE RELOCATION AGREEMENT	300 SIXTH AVENUE PITTSBURGH PA 15222 USA	EMPLOYMENT AGREEMENTS
99)	KENNEDY HORTON	RELOCATION REPAYMENT AGREEMENT	300 SIXTH AVENUE PITTSBURGH PA 15222 USA	EMPLOYMENT AGREEMENTS
100)	KNOWBE4	SECURITY	33 N. GARDEN AVE. SUITE 1200 CLEARWATER FL 33755 USA	VENDOR - PROFESSIONAL SERVICES

Schedule "D"
35th Assignment Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1245**

THIRTY-FIFTH (35th) OMNIBUS ORDER AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS

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

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon all of the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtors are authorized to assume and assign the Additional Contracts, identified on **Schedule 1** attached hereto, to the Assignee, effective upon the Closing of the Sale of the Debtors' assets to the Buyer. For the avoidance of doubt, the assumption and assignment of the Additional Contracts, and the payment of applicable cure costs in connection therewith, shall be subject to the terms and conditions set forth in the Sale Order entered on September 18, 2020 [Docket No. 1202], including with respect to any resolutions reached between the Debtors and applicable Contract Counterparties as memorialized therein.

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

limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle's express prior written consent.

4. Except as specifically set forth herein, nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or a waiver of the rights of the Debtors and the estates, or shall impair the ability of the Debtors and their estates, to contest the validity and amount of any payment made pursuant to this Order.

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

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

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

Dated: September 30th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

GNC

Executory Contracts - Schedule 1

	Counterparty	Contract Type / Name	Address	Category
1)	KPMG	TAX SERVICES (UNCLAIMED PROPERTY)	BNY MELLON CENTER SUITE 3400 500 GRANT STREET PITTSBURGH PA 15219 USA	VENDOR - PROFESSIONAL SERVICES
2)	LEGAL SYSTEMS HOLDING COMPANY DBA SERENGETI LAW	LEGAL BILLING	2018 156 AVE NE SUITE 100	VENDOR - ADVERTISING
3)	LEVEL AGENCY	ADVERTISING	235 FORT PITT BLVD. PITTSBURGH, PA 15222	VENDOR - OTHER
4)	LYNEER STAFFING SOLUTIONS LLC	PROFESSIONAL SERVICES	PO BOX 75414 CHICAGO IL 606755414 USA	VENDOR - PROFESSIONAL SERVICES
5)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004345	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
6)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004353	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
7)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004440	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
8)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004461	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
9)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004466	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
10)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004482	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
11)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004496	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
12)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004378	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
13)	MARINE CORPS COMMUNITY SERVICES	MILITARY STORE LEASE AGREEMENT - 004439	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
14)	MERCER	SELF INSURANCE BROKER AGREEMENT	SIX PPG PLACE SUITE 400 PITTSBURGH PA 15222 USA	VENDOR - PROFESSIONAL SERVICES
15)	MICHAEL LAW	INDEPENDENT SALES REP	B67 BALL AVENUE EAST BEAVERTON ON LOK 1AO CANADA	VENDOR - PROFESSIONAL SERVICES
16)	MICROBILT	CREDIT REPORTING	PO BOX 1473 ENGLEWOOD CO 80150 USA	VENDOR - OTHER
17)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004310	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
18)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004319	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
19)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004326	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
20)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004332	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
21)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004346	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
22)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004347	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED

	Counterparty	Contract Type / Name	Address	Category
23)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004377	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
24)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004437	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
25)	NAVY EXCHANGE SERVICE COMMAND	MILITARY STORE LEASE AGREEMENT - 004445	3280 VIRGINIA BEACH BLVD VIRGINIA BEACH VA 23452 USA	VENDOR - STORE RELATED
26)	NEW NORDIC US INC	THIRD PARTY PRODUCT CONTRACT	1000 N.W. STREET SUITE 1200	VENDOR - PRODUCT
27)	ORACLE DATABASE	ONLINE TRANSACTIONAL ORACLE MASTER AGREEMENT	ORACLE CORPORATION 500 ORACLE PKWY REDWOOD CITY, CA	VENDOR - INFORMATION TECHNOLOGY
28)	PREDICTSPRING	PMO	5050 W. EL CAMINO REAL SUITE 226 LOS ALTOS CA 94022 USA	VENDOR - INFORMATION TECHNOLOGY
29)	RAEDER LANDREE	PROFESSIONAL SERVICES	300 MT LEBANON BLVD #301, PITTSBURGH, PA 15234	VENDOR - OTHER
30)	RAHUL MALHOTRA, CEO RETAIL C/O GUARDIAN HEALTHCARE SERVICES PRIVATE LIMITED	DISTRIBUTION AGREEMENT - INDIA	UNIT NO. 410 & 411, 4TH FLOOR, VIPUL PLAZA, SECTOR 54 CHOWK, GURGAON, HARYANA-122009, INDIA	FRANCHISE AGREEMENT
31)	SONOMA NUTRACEUTICALS INC.	SECOND PARTY PRODUCT CONTRACT	130 MCLEVIN AVENUE UNIT 5 CANADA ON M1B 3 CANADA	VENDOR - PRODUCT
32)	STEPHEN GOULD CORPORATION	SECOND PARTY PRODUCT CONTRACT	35 SOUTH JEFFERSON ROAD WHIPPANY NJ 07981 USA	VENDOR - PRODUCT
33)	TOSHIBA SERVICE CONTRACT	PROCUREMENT	3901 SOUTH MIAMI BLVD DURHAM NC 27703 USA	VENDOR - INFORMATION TECHNOLOGY
34)	TRICORBRAUN, INC.	SUPPLY AGREEMENT (CUSTOM MOLDS) 82OZ EZ SCOOP	6 CITYPLACE DR SUITE 1000 ST LOUIS MI 63141 USA	VENDOR - OTHER
35)	TRICORBRAUN, INC.	SUPPLY AGREEMENT (CUSTOM MOLDS) 77CC/36CC EZ SCOOP	6 CITYPLACE DR SUITE 1000 ST LOUIS MI 63141 USA	VENDOR - OTHER
36)	TRICORBRAUN, INC.	SUPPLY AGREEMENT (CUSTOM MOLDS) 72OZ EZ SCOOP	6 CITYPLACE DR SUITE 1000 ST LOUIS MI 63141 USA	VENDOR - OTHER
37)	TRICORBRAUN, INC.	SUPPLY AGREEMENT (CUSTOM MOLDS) 100CC EZ SCOOP	6 CITYPLACE DR SUITE 1000 ST LOUIS MI 63141 USA	VENDOR - OTHER
38)	TURN TO	ECOMMERCE OPERATIONS	330 7TH AVENUE, SUITE 1203 NEW YORK, NY 10001	VENDOR - OTHER
39)	TURNTO NETWORKS, INC.	ECOMMERCE AGREEMENT	30 7TH AVENUE, SUITE 1203 NEW YORK, NY 10001	VENDOR - ADVERTISING
40)	UNITEDHEALTH GROUP	A GROUP DENTAL HMO CONTRACT BETWEEN DENTAL BENEFIT PROVIDERS OF CALIFORNIA, INC. AND GENERAL NUTRITION CENTERS, INC. WITH AN EFFECTIVE DATE OF JANUARY 1, 2020	P.O. BOX 1459 MINNEAPOLIS MN 55440-1459	VENDOR - OTHER
41)	USMC MCCS HQ	CONTRACT AWARD	3044 CATLIN AVENUE QUANTICO VA 22134 USA	VENDOR - STORE RELATED
42)	W. B. MASON COMPANY	CONSTRUCTION	59 CENTRE STREET BROCKTON MA 2301 USA	VENDOR - OTHER
43)	ZOHO CORPORATION	INFORMATION TECHNOLOGY	PO BOX 894926 LOS ANGELES CA 901894926 USA	VENDOR - INFORMATION TECHNOLOGY

Schedule "E"
36th Lease Rejection Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1279**

THIRTY-SIXTH (36TH) OMNIBUS ORDER (A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE AS OF SEPTEMBER 29, 2020 AND (B) GRANTING RELATED RELIEF

Upon the motion (the "***Motion***")[2] of the Debtors for an order (this "***Order***"), (a) authorizing the Debtors to reject certain unexpired leases or occupancy agreements of nonresidential real property (each, a "***Rejection Lease***," and collectively, the "***Rejection Leases***"), a list of which is annexed as **Schedule 1** hereto, effective as of September 29, 2020 (the "***Rejection Date***"); and (b) authorizing the Debtors to abandon the Remaining Property located at the Premises as of the Rejection Date; and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order*

[1] The debtors in these Chapter 11 Cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and Bankruptcy Rule 6006, the Rejection Leases identified in **Schedule 1** attached hereto, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected effective as of the Rejection Date.[3]

3. The Debtors are authorized, but not directed, to abandon the Remaining Property that is owned by the Debtors and located on the Premises. Any furniture, fixtures, and equipment, or other personal property remaining on the Premises as of the Rejection Date is deemed abandoned effective as of the Rejection Date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances. The Landlords to each Rejection Lease are authorized to use or dispose of any such property in their sole discretion, without notice or liability to the Debtors or any third party and without further notice or order of this Court and, to the extent

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

applicable, the automatic stay is modified to allow such disposition. The Debtors shall have removed from the Premises any property leased by the Debtors from third parties on or prior to the Rejection Date.

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

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

6. Nothing in the Motion or this Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

7. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

8. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Dated: October 13th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27151396.1

Schedule 1

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
1)	005396	280 METRO LIMITED PARTNERSHIP KIMCO REALTY CORPORATION KIMBERLY COVINO 1621 B SOUTH MELROASE VISTA, CA 92081	GENERAL NUTRITION CORPORATION	280 METRO CENTER 17 COLM BLVD COLMA, CA
2)	004287	4173015 CANADA INC. 2300 YONGE ST SUITE 500 TORONTO, ON M4P 1E4	GENERAL NUTRITION CENTRES COMPANY	RIO-CAN MILTON 1155 MAPLE AVENUE MILTON, ON CANADA
3)	001729	487 FULTON ST. REALTY INC. 1412 BROADWAY 3RD FLOOR NEW YORK, NY 10018	GENERAL NUTRITION CORPORATION	487 FULTON STREET BROOKLYN, NY
4)	006884	ABP KAILUA ROAD, LLC COLLIERS INTERNATIONAL LARISSA NORDYKE C/O COLLIERS INTERNATIONAL PO BOX 4857 PORTLAND , OR 972084857	GENERAL NUTRITION CORPORATION	KAILUA VILLAGE SHOPS 600 KAILUA ROAD KAILUA, HI
5)	007237	ACF PROPERTY MANAGEMENT ERIC SCHNEIDER WASHINGTON POINT 04 LLC C/O ACF PROPERTY MANAGEMENT INC 12411 VENTURA BLVD STUDIO CITY , CA 91604	GENERAL NUTRITION CORPORATION	JEFFERSON VILLAGE 9956 W REMINGTON PLAZA LITTLETON, CO
6)	006705	ACP PENNSVILLE ASSOCIATES GIANCARLO BOCCATO ACP PENNSVILLE ASSOCIATES C/O AMERICAN CONTINENTAL PROPERTY 460 PARK AVENUE NEW YORK , NY 100221906	GENERAL NUTRITION CORPORATION	PENNSVILLE MARKETPLACE 709 SOUTH BROADWAY PENNSVILLE, NJ
7)	007889	ACS AMBERWOD CENTER OH, LLC. BRANDI NORWOOD PO BOX 12410 BEAUMONT , TX 777262410	GENERAL NUTRITION CORPORATION	AMBERWOOD CENTER 85 AMBERWOOD PKWY ASHLAND, OH

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
8)	000109	ADRIAN MALL REALTY HOLDING LLC ADAM GOODMAN C/O MID AMERICA ASSET MGMNT INC ONE PARKVIEW PLAZA 9TH FLOOR OAKBROOK TERRACE , IL 60181	GENERAL NUTRITION CORPORATION	ADRIAN MALL 1357 SOUTH MAIN STREET ADRIAN, MI
9)	009812	ALEA PROPERTIES LLCALEA PROPERTIES 5725 DRAGON WAY SUITE 400 CINCINNATI , OH 45227	GENERAL NUTRITION CORPORATION	SATTLER SQUARE740 PERRY STBIG RAPIDS, MI
10)	004510	ALGOMA CENTRAL PROPERTIES INC STATION MALL STATION MALL MERCHANTS ASSOCIATION 293 BAY STREET SAULT STE MARIE, ON P6A 1X3	GENERAL NUTRITION CENTRES COMPANY	STATION MALL 293 BAY STREET SAULT STE MARIE, ON CANADA
11)	001241	AMALGAMATED FINANICAL EQUITIES, VI, LLC DOMENIC CARPIONATO AMALGAMATED FINANCIAL EQUITIES, VI, LLC C/O CARPIONATO GROUP 1414 ATWOOD AVE JOHNSTON , RI 02919	GENERAL NUTRITION CORPORATION	JOHNSTON PLAZA 11 COMMERCE WAY JOHNSTON, RI
12)	003505	ARRIS PARTNERS LLC REILEY O'CONNOR ATTN JOSEPH SWAN 300 POND ST RANDOLPH , MA 02368	GENERAL NUTRITION CORPORATION	NAHATAN PLACE 111 LENOX STREET NORWOOD, MA
13)	003095	ASHKENAZY ACQUISITION CORP AAC FORT LEE PLAZA LLC JULIE FOX 150 EAST 58TH STREET 39TH FLOOR NEW YORK , NY 10155	GENERAL NUTRITION CORPORATION	WASH BRIDGE PLAZA 2151 LEMOINE AVE FORT LEE, NJ
14)	008621	AVC PROPERTY SERVICES STEVE BEVERLY SPE LLC C/O SPERRY COMMERCIAL INC PO BOX 80588 CITY OF INDUSTRY , CA 917168588	GENERAL NUTRITION CORPORATION	TARGET CENTER 1094 SOUTH 300 WEST SALT LAKE CITY, UT

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
15)	002609	BADGER PROPERTY SERVICES INVESTMENTS ALLISEN LASSE MORGAN SQUARE LLC 400 MIDLAND COURT STE 101 JANESVILLE , WI 53546	GENERAL NUTRITION CORPORATION	MORGAN SQUARE HEALTHWAY II BELOIT, WI
16)	004267	BANKERS HALL GP INC., AS THE TRUSTEE OF BANKERS HALL GP TRUST, THE SOLE GENERAL PARTNER OF BANKERS HALL LP AND BCIMC REALTY CORPORATION C/O BROOKFIELD PROPERTIES CANADA MANAGEMENT LP SUITE 1210, 225-6TH AVE SW ATTN: LAW DEPARTMENT ALBERTA, AB T2P1N2	GENERAL NUTRITION CENTRES COMPANY	BANKERS HALL 315 8TH AVENUE SW STE 345 CALGARY, AB CANADA
17)	000008	BATON ROUGE(MILLERVILLE) INVESTMENT PARTNERS, LLCSTEPHEN THORNE BATON ROUGE(MILLERVILLE) INVESTMENT PARTNERS, LLC 2460 PAEO VERDE PARKWAY SUITE 145 HENDERSON , NV 89074	GENERAL NUTRITION CORPORATION	TARGET MILLERVILLE OUTPAR2121 MILLERVILLE ROADMILLERVILLE, LA
18)	004075	BCIMC REALTY CORP C/O BENTALL RETAIL SERVICES CLOVERDALE MALL ADMIN OFFICE 250 THE EAST MALL TORONTO, ON M9B 3Y8	GENERAL NUTRITION CENTRES COMPANY	CLOVERDALE MALL 250 THE EAST MALL TORONTO, ON CANADA
19)	001751	BELTERRA LOT 3E-1, LTD 5507 RANCH DR. STE. 201 HOT SPRINGS NATIONAL PARK, AR 71913	GENERAL NUTRITION CORPORATION	DOGWOOD LANDING 3954 CENTRAL AVENUE HOT SPRINGS, AR
20)	001610	BENDERSON BUFFALO-MARINE ASSOCIATES ERIC RECOON BENDERSON 8441 COOPER CREEK BLVD UNIVERSITY PARK, FL 34201	GENERAL NUTRITION CORPORATION	SHOPS AT PARADISE BAY 7362 CORTEZ ROAD WEST BRADENTON, FL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
21)	008962	BENDERSON MAIN STREET STOP, LLC PO BOX 823201 PHILADELPHIA , PA 191823201	GENERAL NUTRITION CORPORATION	VICTOR CROSSING 400 COMMERCE DRIVE VICTOR, NY
22)	001273	BERWICK MARKETPLACE I, LLC BERWICK MARKETPLACE I LLC C/O AVISON YOUNG 500 W CYPRESS CREEK ROAD FT LAUDERDALE , FL 33309	GENERAL NUTRITION CORPORATION	BERWICK MARKETPLACE 5730 OGEECHEE ROAD SAVANNAH, GA
23)	005270	BLUE BELL MZL, LLC. GARRETT SECREST BLUE BELL MZL LLC 254 WEST 31ST STREET 4TH FLOOR NEW YORK , NY 10001	GENERAL NUTRITION CORPORATION	SHOPPERS AT BLUEBELL 1740 DEKALB PIKE BLUE BELL, PA
24)	002711	BLUM BOULDERS ASSOCIATES 505 SANSOME ST SUITE 900 SAN FRANCISCO , CA 94111	GENERAL NUTRITION CORPORATION	VILLAGE OF THE BOULDERS PRESCOTT, AZ
25)	000975	BOILING SPRINGS (BOILING SPRINGS) WMS, LLC BRIAN ERNENWEIN 8816 SIX FORKS ROAD SUITE 201 RALEIGH, NC 27615	GENERAL NUTRITION CORPORATION	BOILING SPRINGS CENTRE 4022 HIGHWAY 9 BOILING SPRINGS, SC
26)	001676	BOND STREET MANAGEMENT GROUPBRYAN A. WYKER BOND STREET FUND 3 LLC 701 EAST BAY STREET SUITE 515 CHARLESTON , SC 29403	GENERAL NUTRITION CORPORATION	SIX MILE COMMONS10092 CHARLOTTE HIGHWAYFORT MILL, SC
27)	006757	BOSCACCI GROUP, LLC WILMA M. HOLGERSON RETAIL CALIFORNIA RETAIL CALIFORNIA 870 W EL MONTE WAY DINUBA, CA 93618	GENERAL NUTRITION CORPORATION	WALMART DINUBA 870 W EL MONTE WAY DINUBA, CA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
28)	002993	BOSTON PROPERTIES BP 1330 CONNECTICUT AVENUE LLC STEPHANIE FREIDMAN BOSTON PROPERTIES LIMITED PARTNERSHIP PROPERTY 4 PO BOX 742841 LOS ANGELES , CA 900742841	GENERAL NUTRITION CORPORATION	DUPONT CIRCLE 1330 CONNECTICUT AVE NW WASHINGTON, DC
29)	004506	BRADFORD SHOPPING CENTRES INC ATTN ACCOUNTS RECEIVABLE CURBEX MEDIA DIV OF 9003088 CANADA CORP 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SMART CENTRES BRADFORD 547 HOLLAND ST WEST BRADFORD, ON CANADA
30)	005576	BRANCH BURNT STORE ASSOCIATES, LP ATTN: TERRY M. HAMPEL C/O BRANCH PROPERTIES, LLC 3340 PEACHTREE ROAD NE, SUITE 2775 ATLANTA, GA 30226	GENERAL NUTRITION CORPORATION	BURNT STORE PROMENADE 3941 TAMIAMI TRAIL PUNTA GORDA, FL
31)	003303	BRIXMOR OPERATING PARTNERSHIP LP 450 LEXINGTON AVE 13TH FLOOR NEW YORK, NY 10017	GENERAL NUTRITION CORPORATION	TRI CITY PLAZA 160 TRI CITY ROAD SOMERSWORTH, NH
32)	005260	BRIXMOR PROPERTY GROUP INC. BROOKSVILLE SQUARE PLAZA SCOTT HILEMAN BRIXMOR PROPERTY OWNER II LLC C/O BRIXMOR PROPERTY GROUP PO BOX 645351 CINCINNATI , OH 452645351	GENERAL NUTRITION CORPORATION	BROOKSVILLE SQUARE 19498 CORTEZ BOULEVARD BROOKSVILLE, FL
33)	005064	BRIXMOR PROPERTY GROUP INC. PERLIS PLAZA REGIONNA FOSTER BRIXMOR PROPERTY OWNER II LLC C/O BRIXMOR PROPERTY GROUP PO BOX 645351 CINCINNATI , OH 452645351	GENERAL NUTRITION CORPORATION	PERLIS PLAZA 1524 EAST FORSYTH ST AMERICUS, GA
34)	006114	BROOKFIELD PROPERTY PARTNERS L.P.HILARY BRANSFORD 330 MARSHALL ST SUITE 200 SHREVPORT, LA 77101	GENERAL NUTRITION CORPORATION	HUNTINGTON PARK6715 PINES ROADSHREVEPORT, LA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
35)	001888	BROWMAN DEVELOPMENT CO JENNY BOWMAN 1556 PARKSIDE DRIVE WALNUT CREEK , CA 94596	GENERAL NUTRITION CORPORATION	TIKAHTNU COMMONS 1106 NORTH MULDOON RD ANCHORAGE, AK
36)	002551	BVMC FORT SMITH, LLC CHRISTIAN TAYLOR PO BOX 51298 IDAHO FALLS , ID 83405	GENERAL NUTRITION CORPORATION	MASSARD CROSSING SC 8389 ROGERS AVENUE FORT SMITH, AR
37)	009930	C.F. SMITH PROPERTIES, INC. JYOTI PATEL TRG IMP LLC PO BOX 674979 DETROIT , MI 482674979	GENERAL NUTRITION CORPORATION	RICHMOND PLAZA 1800 ROCKINGHAN RD ROCKINGHAM, NC
38)	004204	CALLOWAY REAL ESTATE INVESTMENT TRUST INC. 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SMARTCENTRES ST. CATHARIN 420 VANSICKLE ROAD ST. CATHERINES, ON CANADA
39)	004296	CALLOWAY REIT (BROCKVILLE) INC. RYAN MITZ 3200 HIGHWAY 7 VAUGHAN , ON L4K 5Z5	GENERAL NUTRITION CENTRES COMPANY	BROCKVILLE 1981 PARKEDALE AVE BROCKVILLE, ON CANADA
40)	004268	CALLOWAY REIT (CHARLOTTETOWN) INC. RYAN MITZ 3200 HIGHWAY 7 VAUGHAN , ON L4K 5Z5	GENERAL NUTRITION CENTRES COMPANY	BUCHANAN PLAZA 161C BUCHANAN DRIVE CHARLOTTETOWN, PQ CANADA
41)	004200	CALLOWAY REIT (DARTMOUTH) INC. 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	COLBY VILLAGE 920 COLE HARBOUR ROAD DARTMOUTH, NS CANADA
42)	004150	CALLOWAY REIT (SUDBURY) INC. 700 APPLEWOOD CRES VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SUDBURY S SHOPPING CENTER 2408 LONG LAKE RD SUDBURY, ON CANADA
43)	002828	CAPREF LLOYD II LLC WELLER MEYER CAPLACO NINE INC C/O CAPITOL LAND CO PO BOX 419121 ST LOUIS , MO 63141	GENERAL NUTRITION CORPORATION	LLOYD CENTER 1129 LLOYD CENTER PORTLAND, OR

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
44)	000098	CASCADES OF BRIMFIELD SHOPPING CTRMARTIN DELLEBOVI CASCADES OF BRIMFIELD SHOPPING CTR C/O BENCHMARK MANAGEMENT CORP 4053 MAPLE ROAD AMHERST , NY 142261058	GENERAL NUTRITION CORPORATION	THE CASCADES OF BRIMFIELD4050 CASCADES BOULEVARD RBRIMFIELD, OH
45)	008431	CBRE GROUP, INC. JON WEISIGER C/O CBRE FAMECO 625 W RIDGE PIKE BUILDING A SUITE 100 CONSHOHOCKEN , PA 19428	GENERAL NUTRITION CORPORATION	THE SHOPS AT CENTERRA 6055 SKY POND DRIVE LOVELAND, CO
46)	001442	CE REAL ESTATE SERVICES STEVEN CALKINS CE REAL ESTATE SERVICES 5200 SW MEADOWS ROAD SUITE 150 LAKE OSWEGO, OR 97035	GENERAL NUTRITION CORPORATION	MCMINNVILLE MARKET CENTER 667 SW KECK DRIVE MCMINNVILLE, OR
47)	006104	CENTERCAL PROPERTIES, LLC EDITH PETROVICS C/O CENTERCAL PROPERTIES LLC 1600 EAST FRANKLIN AVE EL SEGUNDO , CA 90245	GENERAL NUTRITION CORPORATION	STATION PARK 166 N. CENTRAL AVENUE FARMINGTON, UT
48)	004000	CENTERCORP ATTN: JULIA MINNICK 1 PROMENADE CIRCLE SUITE 316 VAUGHAN, ON L4J 4P8	GENERAL NUTRITION CENTRES COMPANY	THE PROMENADE MALL 1 PROMENADE CIRCLE THORN HILL, ON CANADA
49)	000538	CHENEY MATHES PROPERTIES JOHN MATHES FM LUBBOCK SC LP PO BOX 678424 DALLAS , TX 752678424	GENERAL NUTRITION CORPORATION	MANSFIELD SHOPPING CENTER 2891 MATLOCK ROAD MANSFIELD, TX
50)	006088	CITI CENTRE STATION LLC / PHILLIPS EDISON AND COMPANY LAURA RITTER 33340 COLLECTION CENTER DRIVE CHICAGO , IL 606930333	GENERAL NUTRITION CORPORATION	CITICENTRE PLAZA 803 US HWY 30 W CARROLL, IA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
51)	007614	CLARKSON/CLAYTON PLAZA, LLC JIM J OTIS OSTER BERGENFIELD PROPERTIES LLC 429 SYLVAN AVE ENGLEWOOD CLIFFS , NJ 07632	GENERAL NUTRITION CORPORATION	CLARKSON/CLAYTON CENTER 1372 CLARKSON CLAYTON CEN ELLISVILLE, MO
52)	009638	COBBLESTONE SUB MARC LEWIN C/O TCII PROPERTY MANAGEMENT 20980 NE 30TH AVE, STE 307 MIAMI, FL 33180	GENERAL NUTRITION CORPORATION	COBBLESTONE CROSSING 2771 MONUMENT RD JACKSONVILLE, FL
53)	000620	COLEJAMES CHUNG 49 GEARY STREET CUSHMAN & WAKEFIELD PO BOX 45257 SAN FRANCISCO , CA 941450257	GENERAL NUTRITION CORPORATION	THE PLANT91 CURTNER AVESAN JOSE, CA
54)	001580	COLLIERS INTERNATIONAL ALLEN WEINSTOCK 101 2ND ST SAN FRANCISCO, CA 94105	GENERAL NUTRITION CORPORATION	SANTA MONICA CENTER 8603 SANTA MONICA BLVD WEST HOLLYWOOD, CA
55)	003707	COLLIERS INTERNATIONAL CLAIRE GALPERN COLLIERS INTERNATIONAL PO BOX 70870 CM 3472 ST PAUL , MN 551703472	GENERAL NUTRITION CORPORATION	THE PAVILLION ON LOVERS L 5600 WEST LOVERS LANE DALLAS, TX
56)	000130	COLUMBUS OUTLETS, LLC 3200 NORTHLINE AVENUE STE. 360 GREENSBORO, NC 27408	GENERAL NUTRITION CORPORATION	TANGER OUTLETS 400 SOUTH WILSON ROAD SUNBURY, OH
57)	008850	COMBINED PROPERTIES, INC. RESEDA SHOPPING CENTER II LLC PO BOX 402947-027 ATLANTA , GA 303842947	GENERAL NUTRITION CORPORATION	GREENWAY CENTER 7531 GREENBELT ROAD GREENBELT, MD
58)	008841	COPLEY INVESTMENTS 10 NEWBIRY STREET BOSTON, MA 02116	GENERAL NUTRITION CORPORATION	349 NEWBURY STREET 349 NEWBURY ST BOSTON, MA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
59)	002322	CPBP-V ASSOCIATES, L.P. DEAN SHAUGER C/O AMCAP INC 950 CHERRY ST #1120 DENVER , CO 80246	GENERAL NUTRITION CORPORATION	BRINTON LAKE SC 100 EVERGREEN DR GLEN MILLS, PA
60)	008674	CROMWELL SQUARE PARTNERS, LIMITED PARTNERSHIP ANDREW NITKIN 230 MASON ST GREENWICH , CT 06830	GENERAL NUTRITION CORPORATION	CROMWELL SQUARE 51-25 SHUNPIKE ROAD CROMWELL, CT
61)	008609	CURETON STATION LLC / PHILLIPS EDISON AND COMPANY LAURA RITTER 310 WEST 11TH STREET VANCOUVER , WA 98660	GENERAL NUTRITION CORPORATION	CURETON TC 8133 KENSINGTON DR WAXHAW, NC
62)	007124	CUSHMAN & WAKEFIELD ASSET SERVICES, INC. DORREEN FRANCO 49 GEARY STREET CUSHMAN & WAKEFIELD PO BOX 45257 SAN FRANCISCO , CA 941450257	GENERAL NUTRITION CORPORATION	277 PARK AVENUE NEW YORK, NY
63)	003901	DAR DEVELOPMENT INC.ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 606542200 MITCHELL LLC 525 W WARWICK DR STE A ALMA MI 48801	GENERAL NUTRITION CORPORATION	LAKELAND SQUARE2120 N. MITCHELL DRIVECADILLAC, MI
64)	008630	DDR MORGAN TRIBLE 910 SOUTH MAIN 724 WEST 500 SOUTH WEST BOUNTIFUL , UT 84087	GENERAL NUTRITION CORPORATION	THE RETAIL SHOPS AT VIRGI 9853 BROOKS RD GLEN ALLEN, VA
65)	007254	DDR DEER PARK TOWN CENTER LLC KEITH LAIRD C/O POAG SHOPPING CENTER LP 2650 THOUSAND PAKS BLVD SUITE 2200 MEMPHIS , TN 38118	GENERAL NUTRITION CORPORATION	DEER PARK TOWN CENTER 20530 NORTH RAND ROAD DEER PARK, IL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
66)	001576	DDRM DERBY SQUARE LLC KEVIN COHEN DDR CORP. SITE CENTERS CORP. 3300 ENTERPRISE PL BEACHWOOD, OH 44122	GENERAL NUTRITION CORPORATION	DERBY SQUARE 2183 STRINGTOWN ROAD GROVE CITY, OH
67)	000852	DEHOFF DEVELOPMENT COMPANY 1840 W STATE STREET SUITE B ALLIANCE , OH 44601	GENERAL NUTRITION CORPORATION	GATEWAY AT MOUNT UNION 320 W STATE ST ALLIANCE, OH
68)	002098	DELAPORTE 2012 FAMILY TRUST C/O DALTON REID LLC 64 FULTON STREET RM 803 NEW YORK , NY 10038	GENERAL NUTRITION CORPORATION	163 WEST 72ND STREET NEW YORK, NY
69)	004185	DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY C/O COLONNADE BRIDGEPORT 200-16 CONCOURSE GATE OTTAWA, ON K2E 7S8	GENERAL NUTRITION CENTRES COMPANY	KEMPTVILLE COLONNADE RETA 304 COLONNADE DR KEMPTVILLE, ON CANADA
70)	006417	DONAHUE SCHRIBER REALTY GROUP, LP JORDAN DUFAULT 200 EAST BAKER STREET COSTA MESA, CA 92626	GENERAL NUTRITION CORPORATION	ORCHARD WALK 3318 DINUBA BLVD VISALIA, CA
71)	005367	DRAIMAN PROPERTIES 4 ADAM DRAINMAN DRAIMAN PROPERTIES 4 LLC 5091 NICHOLSON LANE ROCKVILLE , MD 20852	GENERAL NUTRITION CORPORATION	SHOPS OF BETHESDA 4925 ELM STREET BETHESDA, MD
72)	006582[1]	EAST BELTLINE DEVELOPMENT, LLC C/O LORMAX STERN DEVELOPMENT COMPANY, 38500 WOODWARD AVENUE, SUITE 200, BLOOMFIELD HILLS, MICHIGAN 48304	GENERAL NUTRITION CORPORATION	KNAPPS CROSSING 2036 E BELTLINE AVE NE GRAND RAPIDS, MI
73)	001570	EAST BROOK F. LLC.BENJAMIN FELDMAN EAST BROOK F LLC 147 WALLABOUT STREET BROOKLYN , NY 11206	GENERAL NUTRITION CORPORATION	EAST BROOK MALL95 STORRS ROADWILLIMANTIC, CT

[1] By agreement of the Debtors and the applicable Landlord, the Rejection Date for this lease shall be October 8, 2020.

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
74)	000118	ELDERSBURG/BEVARD, LLC MIKE NEU ELDERSBURG/BEVARD, LLC C/O PARAGON MGMT GROUP LLC ELDERSBURG/BEVARD, LLC 276 POST ROAD SUITE 201 WESTPORT , CT 06880	GENERAL NUTRITION CORPORATION	LONDONTOWN SQUARE 1311 LONDONTOWN BLVD ELDERSBURG, MD
75)	009609	FAIRVIEW OAKS STATION LLC / PHILLIPS EDISON AND COMPANY LAURA RITTER 33340 COLLECTION CENTER DRIVE CHICAGO , IL 606930333	GENERAL NUTRITION CORPORATION	FAIRVIEW OAKS SHOPPING CE 103 FAIRVIEW ROAD ELLENWOOD, GA
76)	002370	FINARD PROPERTIES LLC CONNIE HULL FINARD POPLAR PO BOX 1377 DEPT 200 COLLIERVILLE , TN 38027	GENERAL NUTRITION CORPORATION	KEY BISCAYNE SHOPS 658 CRANDON BLVD # 100 KEY BISCAYNE, FL
77)	003981	FLETCHER BRIGHT COMPANY ANN MCGRAW 5119 MAGAZINE ST NEW ORLEANS, LA 70115	GENERAL NUTRITION CORPORATION	FRANKLIN COMMONS SHOPPING 131 COMMONS DRIVE FRANKLIN, NC
78)	002504	FOURTH STOCKTON COMPANY LLC ASHLEY HURTEAU 230 CHISWICK ROAD CHARLOTTE , NC 28211	GENERAL NUTRITION CORPORATION	WALMART TROY 1408 OLD HIGHWAY 231 S TROY, AL
79)	005102	FULLERTON TUCSON MARKETPLACE, LLC 4750 N ORACLE RD STE 210 TUCSON, AZ 85705	GENERAL NUTRITION CORPORATION	BRIDGES AT TUCSON MARKETP NWC I-10 & KINO PARKWAY TUCSON, AZ
80)	006324	G. J. GREWE, INC. GARY GREWE WATSON PLAZA LLC 639 GRAVOIS BLUFFS BLVD FENTON , MO 63026	GENERAL NUTRITION CORPORATION	WATSON PLAZA 185 WATSON PLAZA CRESTWOOD, MO
81)	001223	G.L. HARRIS D/B/A MARLEY STATION MALL CHRIS ANDERSON MARLEY STATION MALL, LLC C/O GOODMAN PROPERTIES C/O MACKENZIE MANAGEMENT CORP 636 OLD YORK ROAD 2ND FLOOR JENKINTOWN, PA 19046	GENERAL NUTRITION CORPORATION	GLEN BURNIE MALL 6711 RITCHIE HIGHWAY GLEN BURNIE, MD

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
82)	002375	GALESBURG HOLDINGS GALESBURG HOLDINGS INC PO BOX 856695 MINNEAPOLIS , MN 55485	GENERAL NUTRITION CORPORATION	SHOPS AT SEMINARY 503 E KNOX SQUARE DR GALESBURG, IL
83)	005866	GATEWAY PLAZA 31,LLCAL TWAINY C/O INVESTEC MGMT CORP 200 EAST CARRILLO STREET SUITE 200 SANTA BARBARA , CA 93101	GENERAL NUTRITION CORPORATION	LAKE MEAD AND BUFFALO CENTER7500 W LAKE MEAD BLVDLAS VEGAS, NV
84)	006745	GEMSTONE RESOURCES L.P. AND WALLINGFORD ONE HOLDINGS, L.P. HARRISON LYSS 3 MANHATTANVILLE ROAD SUITE 202 PURCHASE, NY 10577	GENERAL NUTRITION CORPORATION	NORTHHAMPTON CROSSINGS 3792 EASTON NAZERETH HWY PALMER, PA
85)	000258	GERRITY GROUP, LLC JOHN DESCO CRVI SBP, LLC 10100 SANTA MONICA BLVD. SUITE 1000 LOSA ANGELES, CA 90067	GENERAL NUTRITION CORPORATION	SOUTHBAY PAVILION AT #680 20700 AVALON BLVD CARSON, CA
86)	005735	GILLAM AND ASSOCIATES HEATHER POULNOT PO BOX 535659 ATLANTA, GA 30353	GENERAL NUTRITION CORPORATION	GRANDVIEW STATION 2845 SUGAR HILL RD MARION, NC
87)	008664	GRAND MALL & OFFICE CENTER, INC PO BOX 2027 LONG BEACH , CA 90801	GENERAL NUTRITION CORPORATION	GRAND MALL 12821 S. SAGINAW RD GRAND BLANC, MI
88)	003980	GRASSLAND CROSSING STATION LLC / PHILLIPS EDISON AND COMPANY LAURA RITTER PO BOX 645414 PITTSBURGH , PA 152645414	GENERAL NUTRITION CORPORATION	GRASSLAND SHOPPING CENTER 5665 ATLANTA HIGHWAY ALPHARETTA, GA
89)	006009	GREAT PLAINS REAL ESTATE DEVELOPMENTS, LLC J. TODD EWING PO BOX 191116 BROOKLYN , NY 11219	GENERAL NUTRITION CORPORATION	MEADOW BROOK MALL 202 EAST CENTENNIAL DRIVE PITTSBURG, KS

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
90)	000426	GRIER METCALF LLC MIKE SCHLUP 7300 E GAINEY SUTED DR SUITE 169 SCOTTSDALE , AZ 85258	GENERAL NUTRITION CORPORATION	CORBIN PARK 6645 W 135TH STREET OVERLAND PARK, KS
91)	009336	GWINNETT PLACE MALL MANAGEMENT OFFICE 43 BRADFORD LANE OAK BROOK, IL 60523	GENERAL NUTRITION CORPORATION	HOMER TOWN SQUARE 14144 SOUTH BELL ROAD HOMER GLEN, IL
92)	005265	H.E. BUTT GROCERY COMPANY JESSICA CAIN 646 S.FLORES STREET SAN ANTONIO, TX 78204	GENERAL NUTRITION CORPORATION	HEB SHOPPING CENTER 651 SOUTH WALNUT AVENUE NEW BRAUNFEL, TX
93)	009175	HARTFORD CORNERS OWNERSHIP, LLCANDREA KYRIACOU PO BOX 310300 PROPERTY: 282210 DES MOINES , IA 503310300	GENERAL NUTRITION CORPORATION	HARTFORD CORNERS1361 FAIRVIEW STREETDELRAN, NJ
94)	002436	HIGHLAND MANAGEMENT ASSOCIATES, INC HENRY HAYS ELMHURST PLAZA S/C C/O HIGHLAND MGMT ASSOC 1 EAST 22ND ST LOMBARD , IL 60148	GENERAL NUTRITION CORPORATION	HIGHLAND PLAZA 3605 SANDY PLAINS RD MARIETTA, GA
95)	000312	HIGHLANDS MALL ASSOCS SAM ROSSI 4041 LIBERTY AVENUE SUITE 201 PITTSBURGH, PA 15224	GENERAL NUTRITION CORPORATION	HIGHLANDS MALL 96 HIGHLANDS MALL NATRONA HEIGHTS, PA
96)	000191	HIGHPOINT VILLAGE STATION LLC / PHILLIPS EDISON AND COMPANY LAURA RITTER 33340 COLLECTION CENTER DRIVE CHICAGO , IL 606930333	GENERAL NUTRITION CORPORATION	HIGH POINT VILLAGE 2123 S. MAIN ST BELLEFONTAINE, OH

Schedule "F"
37th Lease Rejection Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1280**

THIRTY-SEVENTH (37TH) OMNIBUS ORDER (A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE AS OF SEPTEMBER 29, 2020 AND (B) GRANTING RELATED RELIEF

Upon the motion (the "***Motion***")[2] of the Debtors for an order (this "***Order***"), (a) authorizing the Debtors to reject certain unexpired leases or occupancy agreements of nonresidential real property (each, a "***Rejection Lease***," and collectively, the "***Rejection Leases***"), a list of which is annexed as **Schedule 1** hereto, effective as of September 29, 2020 (the "***Rejection Date***"); and (b) authorizing the Debtors to abandon the Remaining Property located at the Premises as of the Rejection Date; and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order*

[1] The debtors in these Chapter 11 Cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and Bankruptcy Rule 6006, the Rejection Leases identified in **Schedule 1** attached hereto, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected effective as of the Rejection Date.[3]

3. The Debtors are authorized, but not directed, to abandon the Remaining Property that is owned by the Debtors and located on the Premises. Any furniture, fixtures, and equipment, or other personal property remaining on the Premises as of the Rejection Date is deemed abandoned effective as of the Rejection Date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances. The Landlords to each Rejection Lease are authorized to use or dispose of any such property in their sole discretion, without notice or liability to the Debtors or any third party and without further notice or order of this Court and, to the extent

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

applicable, the automatic stay is modified to allow such disposition. The Debtors shall have removed from the Premises any property leased by the Debtors from third parties on or prior to the Rejection Date.

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

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

6. Nothing in the Motion or this Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

7. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

8. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Dated: October 13th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27151397.1

Schedule 1

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
1)	004020	HOOPP REALTY INC. 1000 FORT WILLIAM ROAD SUITE 203 BOX 3 THUNDER BAY, ON P7B 6B9	GENERAL NUTRITION CENTRES COMPANY	INTERCITY S/C 1000 FORT WILLIAM RD THUNDER BAY, ON CANADA
2)	003945	HP RETAIL, LLC 315 EAST 70TH STREET APR 7G NEW YORK, NY 10021	GENERAL NUTRITION CORPORATION	FOOD FOR THOUGHT 45 NORTHERN BOULEVARD GREENVALE, NY
3)	004208	IC SPG POC AT EDMONTON LP 1 OUTLET COLLECTION WAY #1 ADMINISTRATION OFFICE EDMONTON AIRPORT, AB T9E 1J5	GENERAL NUTRITION CENTRES COMPANY	PREMIUM OUTLET COLLECTION #1 OUTLET COLLECTION WAY EDMONTON, AB CANADA
4)	006493	IRC AURORA COMMONS, L.L.C. ATTN: LEGAL DEPARTMENT C/O PINE TREE COMMERCIAL REALTY, LLC 814 COMMERCE DRIVE, SUITE 300 OAK BROOK, IL 60523 IRC AURORA COMMONS, L.L.C. C/O PINE TREE COMMERCIAL REALTY, LLC ATTN: LEGAL DEPARTMENT 814 COMMERCE DRIVE, STE. 300 OAK BROOK IL 60523	GENERAL NUTRITION CORPORATION	AURORA COMMONS 1242 NORTH LAKE STREET AURORA, IL
5)	004199	IVANHOE CAMBRIDGE II INC. 5000 CANOE PASS WAY TSAWWASSEN, BC V4M 0B3	GENERAL NUTRITION CENTRES COMPANY	TSAWWASSEN MILLS 5000 CANOE PASS WAY VANCOUVER, BC CANADA
6)	006921	JONES GUFFEY, LLC KEVIN GUFFEY 5720 STAGE ROAD STE E BARTLETT , TN 38134	GENERAL NUTRITION CORPORATION	BISHOP COMMONS 201 S BISHOP AVE ROLLA, MO
7)	001638	KEK, LLC ANTHONY GAMEZ KEK, LLC KE MANAGEMENT LLC 1112 LAKE STREET OAK PARK, IL 60301	GENERAL NUTRITION CORPORATION	THE DRESCHLER BUILDING 1112 LAKE STREET OAK PARK, IL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
8)	005311	LAJOLLA MANAGEMENT COMPANY TED PETERSON LA HABRA ASSOCIATES LLC 60 SOUTH MARKET STREET SAN JOSE , CA 95113	GENERAL NUTRITION CORPORATION	PACIFIC PLAZA II 1824 GARNET AVENUE PACIFIC BEACH, CA
9)	000013	LAS ESTANCIAS RANDALL PARISH 6801 JEFFERSON ST NE SUITE 100 ALBUQUERQUE, NM 87109	GENERAL NUTRITION CORPORATION	LAS ESTANCIAS LOT 15 SHOP 3715 LAS ESTANCIAS WAY SW ALBUQUERQUE, NM
10)	008858	LERNER RETAIL2000 TOWER OAKS BLVD ROCKVILLE, MD 20852	GENERAL NUTRITION CORPORATION	NORTH POINT VILLAGE1456 NORTH POINT VILLAGERESTON, VA
11)	005610	LIVINGSTON PROPERTIES MANAGEMENT, INC. BILL LIVINGSTON LIVINGSTON MALL PO BOX 772838 CHICAGO , IL 606772838	GENERAL NUTRITION CORPORATION	PERRY MARKET PLACE 1365 NUNN BLVD. PERRY, GA
12)	002919	LLOYD CROSSING SHOPPING CENTER, LLC ATTN: SPENCER KNOTTS, VICE PRESIDENT AND GENERAL COUNSEL LLOYD CROSSING SHOPPING CENTER, LLC C/O GERSHMAN PARTNERS 350 MASSACHUSETTS AVENUE SUITE 400 INDIANAPOLIS, IN 46204	GENERAL NUTRITION CORPORATION	LLOYDS CROSSING 133 N BURKHARDT ROAD EVANSVILLE, IN
13)	004144	LONDONDERRY SHOPPING CENTRE INC. 280 GUELPH STREET UNIT 1 HALTON HILLS, ON L7G 4B1	GENERAL NUTRITION CENTRES COMPANY	GEORGETOWN MARKET PLACE 280 GUELPH STREET GEORGETOWN, ON CANADA
14)	004032	LOUGHEED PROMOTION FUND SHAPE PROPERTY MANAGEMENT CORP 106-9855 AUSTIN AVE BURNABY, BC V3J 1N4	GENERAL NUTRITION CENTRES COMPANY	LOUGHEED MALL 9855 AUSTIN AVE BURNABY, BC CANADA
15)	009049	M&H VI PROJECTS, LLC SORAYA SHARIFI-SLAUGHTER C/O MERLONE GEIER MGMNT 3191 ZINFANDEL DRIVE SUITE 23 RANCHO CORDOVA, CA 95670	GENERAL NUTRITION CORPORATION	DELTA SHORES 8166 DELTA SHORE CIRCLE S SACRAMENTO, CA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
16)	003265	MARTIN FINANCIAL ASSOCIATES LLLP BEVERLY DOBROCHOWSKI 2800 QUARRY LAKE DRIVE SUITE 340 BALTIMORE MD 21209, WI 53228	GENERAL NUTRITION CORPORATION	MARTIN PLAZA 1406 MARTIN BLVD BALTIMORE, MD
17)	003617	MARX COMMERCIAL REALTY RICH HOHMANN BLOCK & KAHAN PROPERTIES BLOCK & KAHAN PROPERTIES 1225 W. MORTON JACKSONVILLE, IL 62650	GENERAL NUTRITION CORPORATION	WALMART PLAZA 1225 W. MORTON JACKSONVILLE, IL
18)	000066	MATHIAS SHOPPING CENTERS HOLDING #1, LLC ARTHUR THURMAN PO BOX 6485 SPRINGDALE , AR 72766	GENERAL NUTRITION CORPORATION	FIESTA SQUARE 3019 N COLLEGE FAYETTEVILLE, AR
19)	000137	MERCED MALL, LPMAX WHITLEY C/O CODDING INVESTMENTS 3510 UNOCAL PLACE SUITE 300 SANTA ROSA , CA 95403	GENERAL NUTRITION CORPORATION	MERCED MALL360 MERCED MALLMERCED, CA
20)	003136	MGP X PROPERTIES, LLC TAYLOR PHAM C/O MERLONE GEIER MGMNT 425 CALIFORNIA ST 11TH FLOOR UNIT# 603-24 SAN FRANCISCO , CA 94104	GENERAL NUTRITION CORPORATION	47TH STREET PAVILION 38045 47 STREET EAST PALMDALE, CA
21)	005091	MID AMERICA ASSET MANAGEMENT INC MICHAEL MAZZA C/O MID AMERICA ASSET MGMNT INC ONE PARKVIEW PLAZA 9TH FLOOR OAKBROOK TERRACE , IL 60181	GENERAL NUTRITION CORPORATION	WASHINGTON PARK PLAZA 17816 S. HALSTEAD ST HOMEWOOD, IL
22)	002231	MID-AMERICA REAL ESTATE GROUP RICHARD SILVERMAN C/O MID AMERICA ASSET MGMNT INC ONE PARKVIEW PLAZA 9TH FLOOR OAKBROOK TERRACE , IL 60181	GENERAL NUTRITION CORPORATION	FOUNTAIN SQUARE OR WAUEKG 3933 FOUNTAIN SQUARE WAUKEGAN, IL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
23)	005007	MIKES PLACE LLC MARK SCHLAG C/O THORTON OLIVER KELLER 250 S FIFTH AVENUE 2ND FLOOR BOISE , ID 83702	GENERAL NUTRITION CORPORATION	GREENHURST PLAZA 2310 12TH AVE RD NAMPA, ID
24)	001643	MILESTONE PROPERTIES INC MICHELLE PILGRIM 9800 RICHMOND AVE ST 490 HOUSTON, TX 77042	GENERAL NUTRITION CORPORATION	LANGHAM CREEK SHOPPING CE 18044 FM 529 CYPRESS, TX
25)	000444	MONTCLAIR 5060 MONTCLAIR PLAZA LANE MONCLAIR, CA 91763	GENERAL NUTRITION CORPORATION	MONTCLAIR PLAZA 5090 MONTCLAIR PLAZA LANE MONTCLAIR, CA
26)	001423	MONTEBELLO TOWN CENTER INVESTORS LLC PETER MOERSCH PO BOX 21159 NEW YORK , NY 100871159	GENERAL NUTRITION CORPORATION	MONTEBELLO TWN CT 1845 MONTEBELLO TWN CENTR MONTEBELLO, CA
27)	009807	MPDKNY, LLC ERIC RECOON RONALD BENDERSON 1995 TRUST PO BOX 823201 PHILADELPHIA , PA 191823201	GENERAL NUTRITION CORPORATION	TOPS PLAZA 3951 VINEYARD DRIVE DUNKIRK, NY
28)	006407	MVPJL, LLC GREG GIACOPUZZI 5850 CANOGA AVENUE SUITE 650 NEWMARK MERRILL COMPANIES WOODLAND HILLS, CA 91367	GENERAL NUTRITION CORPORATION	MORENO BEACH PLAZA 12831 MORENO BEACH DR MORENO VALLEY, CA
29)	008585	NAI MICHAEL10100 BUSINESS PARKWAY LANHAM, MD 20706	GENERAL NUTRITION CORPORATION	COLLEGE PARK MARKETPLACE4744 CHERRY HILL RDCOLLEGE PARK, MD
30)	002059	NC-GARNER WHITE-DDP TIC, LLC BRIAN ERNENWEIN C/O RIVERCREST REALTY ASSOCIATES, LLC 8816 SIX FORKS RD, STE 201 RALEIGH, NC 27615	GENERAL NUTRITION CORPORATION	WHITE OAK CROSSING 128 SHENSTONE BLVD GARNER, NC

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
31)	006011	NED LITTLE ROCK LLC PENN KOUTROUMANIS OUTLETS OF LITTLE ROCK PO BOX 419207 BOSTON , MA 22419207	GENERAL NUTRITION CORPORATION	OUTLETS OF LITTLE ROCK 11201 BASS PRO PARKWAY LITTLE ROCK, AR
32)	001299	NEW CENTER LLC JEANNE GROSS NAI COMMERCE ONE NAI COMMERCE ONE 3031 WEST GRAND BLVD. DETROIT, MI 48202	GENERAL NUTRITION CORPORATION	NEW CENTER ONE 3031 WEST GRAND BLVD. DETROIT, MI
33)	007504	NEWMARKET PLAZA ASSOCIATES, LLC ROBERT BROWN NEWMARK MERRILL COMPANIES, LLC 5850 CANOGA AVENUE WOODLAND HILLS , CA 91367	GENERAL NUTRITION CORPORATION	NEW MARKET PLAZA 605 NEW MARKET DRIVE NEWPORT NEWS, VA
34)	006048	NORTHCROSS II, LLC KRISTEN ERVIN NORTHCROSS II LLC 5950 FAIRVIEW ROAD SUTIE 800 CHARLOTTE , NC 28210 SHANNON P. O'DONNELL, GENERAL COUNSEL AND EXECUTIVE VICE PRESIDENT AMERICAN ASSET CORPORATION 5950 FAIRVIEW ROAD, SUITE 800 CHARLOTTE NORTH CAROLINA 28210	GENERAL NUTRITION CORPORATION	NORTH CROSS VILLAGE 10011 BIDDICK LANE HUNTERSVILLE, NC
35)	003840	NORTHPARK PARTNERS, LP DEREK WOOD NORTH BRANCH OUTLET PARTNER LLC C/O NORTHMARQ REAL PO BOX 86 MINEAPOLIS , MN 554862659	GENERAL NUTRITION CORPORATION	NORTHPARK CENTER 8687 N. CENTRAL EXPRESSWA DALLAS, TX
36)	002965	NP UPTOWN, LLC RICHELLE EVANS C/O NORTHPOND PARTNERS 445 N WELLS ST SUITE 302 CHICAGO, IL 60654	GENERAL NUTRITION CORPORATION	CALHOUN SQUARE 3001 HENNEPIN AVE SOUTH MINNEAPOLIS, MN

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
37)	008004	OAK TREE THREE INVESTMENT, LLCMICHAEL PROCHELO 1900 AVENUE OF THE STARS SUITE 2475 LOS ANGELES, CA 90067	GENERAL NUTRITION CORPORATION	AGUA FRIA TOWNE CENTER5122 N 95 AVEGLENDALE, AZ
38)	003036	OMNIFEROUS VENTURES LLC BI JIANG LIU OMNIFEROUS VENTURES LLC C/O BI JIANG LIU PO BOX 78273 BATON ROUGE , LA 70837	GENERAL NUTRITION CORPORATION	10218 SULLIVAN ROAD CENTRAL, LA
39)	003806	PACIFIC CVM HOLDINGS, LLC PACIFIC CVM MANAGEMENT LLC C/O PACIFIC RETAIL CAPITAL PARTNERS 100 N PACIFIC SOAST HWY, STE 1925 ATTN: MICHAEL MORGAN EL SEGUNDO, CA 90245	GENERAL NUTRITION CORPORATION	CRABTREE VALLEY MALL 4325 GLENWOOD AVE. RALEIGH, NC
40)	000319	PADDOCK PLACE GP JIM STADLER 3309 FAIRMONT DRIVE NASHVILLE, TN 37203	GENERAL NUTRITION CORPORATION	PADDOCK PLACE SC 73 WHITE BRIDGE ROAD NASHVILLE, TN
41)	003850[1]	PAPPAS UNION CITY NO. 2, L.P. C/O INVERNESS MANAGEMENT 2020 L STREET 5TH FLOOR SACRAMENTO, CA 95811	GENERAL NUTRITION CORPORATION	UNION LANDING 31075 COURTHOUSE DRIVE UNION CITY, CA
42)	005290	PARADISE MARKETPLACE LLC AL TWAINY PARADISE MARKET PLACE, LLC C/O INVESTMENT CONCEPTS, INC 1667 E. LINCOLN AVENUE ORANGE , CA 92865	GENERAL NUTRITION CORPORATION	PARADISE MARKETPLACE 3830 EAST FLAMINGO ROAD LAS VEGAS, NV
43)	009810	PARKWAY VENTURE, LLC SHEILA EISENBERG PARKWAY VENTURE LLC C/O JOHN SASSARIS MB FINANCIAL BANK 800 W MADISION ST 3RD FLOOR CHICAGO , IL 60607	GENERAL NUTRITION CORPORATION	2740 CLARK STREET CHICAGO, IL

[1] By agreement of the Debtors and the applicable Landlord, the Rejection Date for this lease shall be October 8, 2020.

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
44)	000787	PETRIE RICHARDSON VENTRUES, LLC KIM CROSS THE CENTRE AT FORESTVILLE LLC C/O PETRIE ROSS VENTURES 1919 WEST STREET SUITE 100 ATTN ACCOUNTS RECEIVABLE ANNAPOLIS , MD 21401	GENERAL NUTRITION CORPORATION	THE CENTRE AT FORESTVILLE 3229 DONNELL DR FORESTVILLE, MD
45)	000074	PGIM REAL ESTATE DAVID FASANO PRII NEW TAMPA CENTER, LLC C/O SEC COMMERCIAL REALTY GROUP 3815 PLEASANT HILL ROAD KISSIMMEE , FL 34746	GENERAL NUTRITION CORPORATION	NEW TAMPA CENTER 19036 BRUCE B. DOWNS BLVD TAMPA, FL
46)	008076	PGIM REAL ESTATENED BROOKS TLS GROUP LLC C/O HAMPTON PROPERTIES INC PO BOX 780225 PHILADELPHIA , PA 191780225	GENERAL NUTRITION CORPORATION	HAMPTON TOWNE CENTER23 TOWNE CENTER WAYHAMPTON, VA
47)	006747	PLYMOUTH CENTER LIMITED PARTNERSHIP BRENDON RUTH C/O CHASE PROPERTIES PO BOX 92317 CLEVELAND , OH 44193	GENERAL NUTRITION CORPORATION	PILGRIMS PLACE 1422 PILGRIM LANE PLYMOUTH, IN
48)	003261	PLYMOUTH RETAIL PARTNERS, LLC REBEKAH BUCK PLYMOUTH RETAIL PARTNERS LLC C/O SOUTHSIDE COMMERCIAL PARTNERS L 2550 UNIVERSITY AVE WEST ST PAUL , MN 55114	GENERAL NUTRITION CORPORATION	PLYMOUTH COMMONS S.C. 2617 EASTERN AVE. PLYMOUTH, WI
49)	007406	POST & WICKHAM CORP 901 SOUTH FEDERAL HIGHWAY SUITE 101 FORT LAUDERDALE, FL 33316	GENERAL NUTRITION CORPORATION	POST COMMONS 4100 NORTH WICKHAM RD MELBOURNE, FL
50)	004058	PRIMARIS MANAGEMENT INC LEIGH MURRAY 501 1ST AVENUE SOUTH UNIT 131 PARK PLACE SHOPPING CENTRE LETHBRIDGE , AB T1J 4L9	GENERAL NUTRITION CENTRES COMPANY	PARK PLACE 501 FIRST AVENUE LETHBRIDGE, AB CANADA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
51)	006865	PRING CORPORATION 15404 E SPRINGFIELD AVE SUITE 200 VERADALE, WA 99037	GENERAL NUTRITION CORPORATION	BANNER CENTER 509 N SULLIVAN RD SPOKANE VALLEY, WA
52)	006597	PSM NORTH CAROLINA HOLDINGS, LLC TOMMY TRIMBLE 3300 PUBLIX CORPORATE PARKWAY LAKELAND, FL 33811	GENERAL NUTRITION CORPORATION	MINT HILL COMMONS 6820 MATTHEWS-MINT HILL R MINT HILL, NC
53)	002290	PUBLIX SUPER MARKETS, INC. TJ HOFFMANN 3300 PUBLIX CORPORATE PARKWAY LAKELAND, FL 33811	GENERAL NUTRITION CORPORATION	PLANTATION PLAZA 2750 RACE TRACK RD JACKSONVILLE, FL
54)	007734	PUBLIX SUPER MARKETS, INC. ALLISON DAVIS 3300 PUBLIX CORPORATE PARKWAY LAKELAND, FL 33811	GENERAL NUTRITION CORPORATION	VENICE COMMONS 1435 EAST VENICE AVE VENICE, FL
55)	004159	QUARTIER DIX30 MANAGEMENT LP 9160 LEDUC BOULEVARD SUITE 210 BROSSARD, QC J4Y 0E3	GENERAL NUTRITION CENTRES COMPANY	QUARTIER DIX 30 8900 BLVD LEDUC BROSSARD, QC CANADA
56)	001138	RANCHO CORDOVA PROPERTY HOLDCO, LLCRYAN SCHNELL RANCHO CORDOVA PROPERTY HOLDCO LLC PO BOX 740551 LOS ANGELES , CA 900740551	GENERAL NUTRITION CORPORATION	RANCHO CORDOVA10897 OLSON DR #15RANCHO CORDOVA, CA
57)	007662	RAPPAPORT MANAGEMENT COMPANIES ZACH ELCANO C/O RAPPAPORT MANAGEMENT COMPANY 8405 GREENSBORO DRIVE SUITE 830 MCLEAN , VA 22102	GENERAL NUTRITION CORPORATION	COLONADE @ UNION MALL 5732 UNION MILL ROAD CLIFTON, VA
58)	002027	REAL SUB, LLC COURTNEY STONE 3300 PUBLIX CORPORATE PARKWAY LAKELAND, FL 33811	GENERAL NUTRITION CORPORATION	LOCH LEVEN LANDING 19005 US HIGHWAY 441 MOUNT DORA, FL
59)	005739	REAL SUB, LLC TJ HOFFMANN 3300 PUBLIX CORPORATE PARKWAY LAKELAND, FL 33811	GENERAL NUTRITION CORPORATION	MAHAN VILLAGE 3122 MAHAN DR TALLAHASSE, FL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
60)	007766	REGENCY CENTERS CORP REGENCY CENTERS INC DAN BRANDON 380 N. CROSS POINTE BLVD. EVENSVILLE, IN 47715	GENERAL NUTRITION CORPORATION	RIVER POINTE SHOPPING CEN 449 E. CLIFTY DRIVE MADISON, IN
61)	003996	REGENCY OXFORD II LLC DAN BRANDON 380 N. CROSS POINTE BLVD. EVENSVILLE, IN 47715	GENERAL NUTRITION CORPORATION	GRANVILLE CORNERS S.C. 302 GRANVILLE CORNERS OXFORD, NC
62)	001704	RETAIL MANAGEMENT AND DEVELOPMENT ATTN: LEASING 875 EAST STREET TEWKSBURY, MA 01876 GOLDMAN & CURTIS 144 MERRIMACK STREET ATTN: CORNELIA C. ADAMS, ESQ. LOWELL MA 01852	GENERAL NUTRITION CORPORATION	THE SHOPS AT BIDDEFORD CR 310 MARINER WAY BIDDEFORD, ME
63)	001187	RIVER OAKS REALTY LLC GIGI GREGORIO C/O NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 GREAT NECK , NY 11021	GENERAL NUTRITION CORPORATION	RIVER OAKS CENTER 64 RIVER OAKS CENTER DR. CALUMET CITY, IL
64)	004195	RIVER REALTY DEVELOPMENT ATTN: JOHN MESTEK 6265 MORRISON STREET NIAGRA FALLS, ON L2E 6V2	GENERAL NUTRITION CENTRES COMPANY	OPTIMIST SQUARE 4725 DORCHESTER RD NIAGARA FALLS, ON CANADA
65)	003323	RIVERSIDEENTERPRISES LLCKELLY SEBASTIAN C/O TKG MANAGEMENT 211 N STADIUM BOULEVARD SUITE 201 COLUMBIA , MO 65203	GENERAL NUTRITION CORPORATION	RIVERSIDE CENTER765 HORATIO DRIVEUTICA, NY

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
66)	006538	RIVERWALK MARKETPLACE (NEW ORLEANS) LLC MICHELLE WAAK C/O DOWNTOWN SUMMERLIN PO BOX 205206 DEPY 205202 DALLAS , TX 753205206	GENERAL NUTRITION CORPORATION	OUTLET COLLECTION 500 PORT OF NEW ORLEANS P NEW ORLEANS, LA
67)	004026	RK (BURLINGTON MALL) INC. 2300 YONGE ST SUITE 500 TORONTO, ON M4P 1E4	GENERAL NUTRITION CENTRES COMPANY	BURLINGTON MALL 777 GUELPH LINE BURLINGTON, ON CANADA
68)	002567	ROBERT PERRY INVESTMENTS TERESA SALAS 6500 SOUTH QUEBEC STREET SUITE 300 ENGLEWOOD , CO 80111	GENERAL NUTRITION CORPORATION	CORONADO PLAZA 569 32 ROAD GRAND JUNCTION, CO
69)	001855	ROSEVILLE SHOPPINGTOWN LLC MICHAEL ESPOSITO 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	GENERAL NUTRITION CORPORATION	GALLERIA AT ROSEVILLE 1151 GALLERIA BLVD ROSEVILLE, CA
70)	009343	ROUTE 146 MILLBURY LLC ANDREW MALVEZZI 33 BOYLSTON STREET SUITE 3000 CHESTNUT HILL, MA 02467	GENERAL NUTRITION CORPORATION	THE SHOPPES AT BLACKSTONE 70 WORCESTER PROVIDENCE T MILLBURY, MA
71)	003278	RPAI US MANAGEMENT LLC SARA KAMALSKY C/O THE SHOPPING CTR GR LLC 300 GALLERIA PKWY 12TH FLOOR ATLANTA , GA 30339	GENERAL NUTRITION CORPORATION	UNIVERSITY TOWN CENTER 1130 UNIVERSITY BLVD TUSCALOOSA, AL
72)	000449	RPI CARLSBAD, L.P. JOSH DECKELBAUM 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654	GENERAL NUTRITION CORPORATION	THE SHOPPES AT CARLSBAD 2525 EL CAMINO REAL CARLSBAD, CA
73)	002720	RPT REALTY, L.P. DAVID ROTH PO BOX 350018 BOSTON , MA 022410518	GENERAL NUTRITION CORPORATION	NAGAWAUKEE CENTER 3219 GOLF ROAD DELAFIELD, WI

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
74)	004194	RUTHERFORD PROPERTIES LTD. 55 CITY CENTRE DRIVE SUITE 800 BRANDON, ON L5B 1M3	GENERAL NUTRITION CENTRES COMPANY	410 AT STEELES 35 RESOLUTION DR BRAMPTON, ON CANADA
75)	008026	S & H EQUITIES NY INCMARK HILL MARK HILL FIRST AVENUE LLC C/O S&H EQUITIES 98 CUTTER MILL ROAD SUITE 390 GREAT NECK , NY 11021	GENERAL NUTRITION CORPORATION	THE SHOP OF HARLEYSVILLE619 MAIN STREETHARLEYSVILLE, PA
76)	006881	SAMPSON CROSSING, LLP PETER HOGAN 270 W NEW ENGLAND AVE WINTER PARK , FL 32789	GENERAL NUTRITION CORPORATION	SAMPSON CROSSING 1351-I SUNSET AVE CLINTON, NC
77)	006679	SAR ENTERPRISES BEN NURSE SALK TRAIN COMMONS LLC SALK TRAIN COMMONS LLC 340 WALMART WAY DAHLONEGA, GA 30533	GENERAL NUTRITION CORPORATION	GOLDMINE VILLAGE SC 340 WALMART WAY DAHLONEGA, GA
78)	004207	SEASONS RETAIL CORP. AND THE OUTLET COLLECTION AT WINNIPEG LIMITED 555 STERLING LYON PARKWAY WINNIPEG, MB R3P 2T3	GENERAL NUTRITION CENTRES COMPANY	OUTLET COLLECTION WINNIPE 555 STERLING LYON PARKWAY WINNIPEG, MB CANADA
79)	002875	SEMINOLE SHOPPES, LLC WILL DAMRATH 380 N. CROSS POINTE BLVD. EVENSVILLE, IN 47715	GENERAL NUTRITION CORPORATION	SEMINOLE SHOPPES 630 ATLANTIC BLVD NEPTUNE BEACH, FL
80)	001568	SERITAGE SRC FINANCE LLC ATTENTION: EVP. LEASING AND OPERATIONS WITH CC TO EVP, GENERAL COUNSEL 500 FIFTH AVENUE SUITE 1530 NEW YOK, NY 10110	GENERAL NUTRITION CORPORATION	SHOPPES AT POPLAR COMMONS 4562 POPLAR AVENUE MEMPHIS, TN
81)	008037	SFP POOL SEVEN, LLC SARA CHAIKEN MIDDLEBELT PLYMOUTH VENTURE LLC 17800 LAUREL PARK DRIVE NORTH LIVONIA , MI 48152	GENERAL NUTRITION CORPORATION	WASHINGTON SHOPPING CENTE 1717 S STATE RD 57 WASHINGTON, IN

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
82)	004239	SHAPE PROPERTY MANAGEMENT CORP 700 APPLEWOOD CRESCENT SUITE 200 VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	DEERFOOT MALL #107 951 64 AV NE CALGARY, AB CANADA
83)	007387	SHAWNICK NAPLES, LLC PATRICK FRALEY C/O STILES CORPORATION 301 EAST LOS OLAS BLVD FT LAUDERDALE , FL 33301	GENERAL NUTRITION CORPORATION	SHOPS AT HAMMOCK COVE 4380 THOMASSAN DRIVE NAPLES, FL
84)	001809	SHOVLIN COMPANIES TERRISON QUINN SHOVIN COMPANIES PO BOX 100153 BROOKLYN , NY 11210	GENERAL NUTRITION CORPORATION	ONE ELEVEN LAQUINTA S/C 78-670 HWY 111 LA QUINTA, CA
85)	001997	SIERRA REALTY & MANAGEMENTWILLOW CREEK CROSSING CENTER OUTLOT I LLC C/O SIERRA REALTY & MGMT 8410 GROSS POINT RD SKOKIE , IL 60077	GENERAL NUTRITION CORPORATION	WILLOW CREEK CROSSING4199 4TH STREET SOUTHWESTMASON CITY, IA
86)	007098	SIERRA VISTA REALTY LLC GIGI GREGORIO C/O NAMCO REALTY LLC 1500 GREAT NECK RD, STE 304 GREAT NECK, NY 11021	GENERAL NUTRITION CORPORATION	SIERRA VISTA MALL 1050 SHAW AVENUE #1003 CLOVIS, CA
87)	008684	SIMON KONOVER 342 NORTH MAIN STREET WEST HARTFORD, CT 06117	GENERAL NUTRITION CORPORATION	TRI STATE MALL 10 E ROUTE 23 N MONTAGUE, NJ
88)	000536	SIMON PROPERTY GROUP, INC. JAMIE CHRISTMAN 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	GENERAL NUTRITION CORPORATION	BREA MALL 1044 BREA MALL BREA, CA
89)	000816	SIMON PROPERTY GROUP, INC. 225 WEST WASHINGTON STREET INDIANAPOLIS , IN 46204	GENERAL NUTRITION CORPORATION	STONERIDGE MALL 1304 STONERIDGE MALL ROAD PLEASANTON, CA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
90)	005047	SIMON PROPERTY GROUP, INC. 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	GENERAL NUTRITION CORPORATION	ROOSEVELT FIELD MALL 630 OLD COUNTRY ROAD GARDEN CITY, NY
91)	006158	SINGING HILLS 4, LLC KIMBERLY GATLEY 8023 VANTAGE DRIVE SUITE 1200 SAN ANTONIO, TX 78230-4726	GENERAL NUTRITION CORPORATION	SINGING HILLS 20248 STATE HIGHWAY 46 W BULVERDE, TX
92)	004008	SOUTH HILL SHOPPING CENTRES LTD 700 APPLEWOOD CRESCENT SUITE 100 VAUGHAN, ON L4K 5X3	GENERAL NUTRITION CENTRES COMPANY	SOUTHHILL SHOPPING CENTRE 9325 YONGE STREET RICHMOND HILL, ON CANADA
93)	007997	TUSKAWILLA PARK SC LLC 1425 TUSKAWILLA RD., #173 WINTER SPRINGS, FL 32708	GENERAL NUTRITION CORPORATION	PROMENADE AT TUSKAWILLA 1425 TUSKAWILLA ROAD WINTER SPRINGS, FL
94)	008016	STARBUCKS CORPORATION ATTENTION: PROPERTY MANAGEMENT DEPARTMENT 2401 UTAH AVENUE SOUTH SEATTLE, WA 98134	GENERAL NUTRITION CORPORATION	10 UNION SQUARE EAST NEW YORK, NY
95)	002486	STARWOOD RETAIL PARTNERS LLCPATRICK CAIRNS 1 EAST WACKER STREET SUITE 3600 CHICAGO , IL 60601	GENERAL NUTRITION CORPORATION	THE MALL AT PARTRIDGE CRE17340 HALL ROADCLINTON TWP, MI
96)	007557	STARWOOD RETAIL PARTNERS LLC PATRICK CAIRNS 1 EAST WACKER STREET SUITE 3600 CHICAGO , IL 60601	GENERAL NUTRITION CORPORATION	THE MALL AT WELLINGTON GR 10300 W FOREST HILL BLVD WELLINGTON, FL
97)	007739	STATE STREET LACI RAVINA 472 WALKER ST OAKLAND, CA 94607	GENERAL NUTRITION CORPORATION	BLOCK 37 108 N STATE STRE STE 29 CHICAGO, IL

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
98)	003394	STILES REALTY KEN STILES 300 W SUMMIT AVE SUITE 230 CHARLOTTE , NC 28203	GENERAL NUTRITION CORPORATION	SHOPS AT SOUTHLINE 2222 SOUTH BLVD CHARLOTTE, NC

Schedule "G"
38th Lease Rejection Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1281**

THIRTY-EIGHTH (38TH) OMNIBUS ORDER (A) AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES EFFECTIVE AS OF SEPTEMBER 29, 2020 AND (B) GRANTING RELATED RELIEF

Upon the motion (the "***Motion***")[2] of the Debtors for an order (this "***Order***"), (a) authorizing the Debtors to reject certain unexpired leases or occupancy agreements of nonresidential real property (each, a "***Rejection Lease***," and collectively, the "***Rejection Leases***"), a list of which is annexed as **Schedule 1** hereto, effective as of September 29, 2020 (the "***Rejection Date***"); and (b) authorizing the Debtors to abandon the Remaining Property located at the Premises as of the Rejection Date; and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order*

[1] The debtors in these Chapter 11 Cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and Bankruptcy Rule 6006, the Rejection Leases identified in **Schedule 1** attached hereto, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected effective as of the Rejection Date.[3]

3. The Debtors are authorized, but not directed, to abandon the Remaining Property that is owned by the Debtors and located on the Premises. Any furniture, fixtures, and equipment, or other personal property remaining on the Premises as of the Rejection Date is deemed abandoned effective as of the Rejection Date without further order of this Court, free and clear of all liens, claims, interests, or other encumbrances. The Landlords to each Rejection Lease are authorized to use or dispose of any such property in their sole discretion, without notice or liability to the Debtors or any third party and without further notice or order of this Court and, to the extent

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

applicable, the automatic stay is modified to allow such disposition. The Debtors shall have removed from the Premises any property leased by the Debtors from third parties on or prior to the Rejection Date.

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

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

6. Nothing in the Motion or this Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

7. The requirements set forth in Bankruptcy Rules 6006 and 6007 are satisfied.

8. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Dated: October 13th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27151395.1

Schedule 1

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
1)	003084	STIRLING PROPERTIES DONNA SMITH C/O STIRLING PEOPERTIES LLC PO BOX 54098 NEW ORLEANS , LA 701544098	GENERAL NUTRITION CORPORATION	WALMART PLAZA 929 KEYSER AVENUE NATCHITOCHES, LA
2)	001239	STREETMAC ALAINA H BOREN 799 CENTRAL AVE ST 300 HIGHLAND PARK, IL 60035	GENERAL NUTRITION CORPORATION	SHAWNEE MALL 4901 N. KICKAPOO SHAWNEE, OK
3)	009881	STUART FRANKEL DEVELOPMENT DARREN FRANKEL 1334 MAPLELAWN TROY , MI 48084	GENERAL NUTRITION CORPORATION	THE HEIGHTS 26384 FORD ROAD DEARBORN HEIGHTS, MI
4)	007077	SUP I PALM VALLEY MARKETPLACE, LLC JORDAN FRIED ONE INDEPENDENT DRIVE SUITE 114 JACKSONVILLE, FL 32202	GENERAL NUTRITION CORPORATION	PALM VALLEY MRKETPLACE 14175 W INDIAN SCHOOL RD GOODYEAR, AZ 85395
5)	001606	TANGER FACTORY OUTLET CENTERS, INC. PO BOX 414225 BOSTON , MA 022414225	GENERAL NUTRITION CORPORATION	TANGER OUTLETS 350 84TH ST, SW BYRON CENTER, MI
6)	001364	TCB-WHITNALL, LLC C/O NEWPORT CAPITAL PARTNERS 353 N. CLARK ST SUITE 3625 CHICAGO, IL 60654	GENERAL NUTRITION CORPORATION	WHITNALL SQUARE 4698 S WHITNALL AVENUE MILWAUKEE, WI
7)	001366	THE ONTARIO MARKETPLACE, LLC SUSAN HUEY THE ONTARIO MARKETPLACE LLC PO BOX 35143 SEATTLE , WA 981245143	GENERAL NUTRITION CORPORATION	THE ONTARIO MARKETPLACE 253 EAST LANE NORTH ONTARIO, OR
8)	001860	THE WILDER COMPANIES, LTD. GARY ROBINSON C/O WILDER COMPANIES, LTD 800 BOYLSTON STREET SUITE 1300 BOSTON , MA 02199	GENERAL NUTRITION CORPORATION	SILVER SPRING SQUARE 6416 CARLISLE PIKE MECHANICSBURG, PA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
9)	000475	THF ARNOLD TRIANGLE DEV KELLY SEBASTIAN THE KROENKE GROUP C/O TKG MANAGEMENT INC 211 N STADIUM BLVD COLUMBIA , MO 65203	GENERAL NUTRITION CORPORATION	ARNOLD COMMONS 868 ARNOLD COMMONS DRIVE ARNOLD, MO
10)	000968	THF WENTZVILLEDEVELOPMENTKELLY SEBASTIAN THF WENTZVILLE DEVELOPMENT, LLC C/O TKG MANAGEMENT INC 211 N STADIUM BLVD COLUMBIA , MO 65203	GENERAL NUTRITION CORPORATION	WENTZVILLE CROSSROADS MAR1921 WENTZVILLE PARKWAYWENTZVILLE, MO
11)	002321	TISHMAN REAL ESTATE SERVICES JAMES FITZGERALD BUILDING ID 275SEV PO BOX 6124 HICKSVILLE , NY 118026124	GENERAL NUTRITION CORPORATION	275 SEVENTH AVE NEW YORK, NY
12)	006130	TKG EL CON CENTER, LLC KELLY SEBASTIAN C/O TKG MANAGEMENT 211 N STADIUM BOULEVARD SUITE 201 COLUMBIA , MO 65203	GENERAL NUTRITION CORPORATION	EL CON CENTER 3421 E. BROADWAY BLVD TUCSON, AZ
13)	003682	TKG FAIRHAVEN COMMONS LLC KELLY SEBASTIAN 211 NORTH STADIUM BLVD SUITE 201 COLUMBIA , MO 65203	GENERAL NUTRITION CORPORATION	FAIRHAVEN COMMONS 10 FAIRHAVEN COMMONS WAY FAIRHAVEN, MA
14)	002843	TOIBB ENTERPRISES TERRY DALY ELSINORE VETO LLC C/O TOIBB ENTERPRISES 6355 TOPANGA CANYON BLVD#335 WOODLAND HILLS , CA 91367	GENERAL NUTRITION CORPORATION	NUGGET MALL 8745 GLACIER HIGHWAY JUNEAU, AK
15)	007426	TOK COMMERCIAL REAL ESTATE BRENT WILSON C/O THORTON OLIVER KELLER 250 S FIFTH AVENUE 2ND FLOOR BOISE , ID 83702	GENERAL NUTRITION CORPORATION	RIVERGATE CROSSING 208 E. 5TH STREET NORTH BURLEY, ID

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
16)	001575	TORRINGTON COMMONS IMPROVEMENTS LLC 211-255 HIGH ST TORRINGTON, CT 06790	GENERAL NUTRITION CORPORATION	TORRINGTON COMMONS 225 HIGH STREET TORRINGTON, CT
17)	000096	TRADEMARK PROPERTY COMPANY JOSH DECKELBAUM BRIDGEWATER COMMONS MALL II, LLC BRIDGEWATER COMMONS MANAGEMENT OFFICE JP MORGAN INVESTMENT MANAGEMENT INC. 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654	GENERAL NUTRITION CORPORATION	BRIDGEWATER COMMONS 400 COMMONS WAY BRIDGEWATER, NJ
18)	004049	VALIANT RENTAL PROPERTIES LIMITED ERIKA BRADBURY PO BOX 1531 DEERFIELD , IL 60015	GENERAL NUTRITION CENTRES COMPANY	CLARINGTON CENTRE 2377 HIGHWAY 2 BOWMANVILLE, ON CANADA
19)	001194	VALLEY PLAZA MALL, LPJOSH DECKELBAUM 350 N ORLEANS ST. SUITE 300 CHICAGO, IL 60654	GENERAL NUTRITION CORPORATION	VALLEY PLAZA2701 MING AVEBAKERSFIELD, CA
20)	006848	VANDERVERT DEVELOPMENTS EQUITY ALLIANCE OF CANTON DEVELOPERS PARCEL C/O GRAND SAKWA MGMNT LLC PO BOX 252018 WEST BLOOMFIELD , MI 48325	GENERAL NUTRITION CORPORATION	CROSSPOINTE PLAZA 10414 W HIGHWAY 2 AIRWAY HEIGHTS, WA
21)	004183	VANTAGE LAND CORPORATION 12420-102 AVENUE COCHRANE, AB T5N 0M1	GENERAL NUTRITION CENTRES COMPANY	THE QUARRY 20 QUARRY STREET EAST COCHRANE, AB CANADA
22)	006651	W-ADP UNIVERSITY SQUARE OWNER VII, LLC SCOTT HALL W-ADP UNIVERSITY SQUARE OWNER VII LLC PO BOX 674053 DALLAS , TX 752674053	GENERAL NUTRITION CORPORATION	UNIVERSITY SQUARE 2664 11TH AVENUE GREELEY, CO
23)	004188	WALKER SOUTH LANDS LP 10180-111 STREET EDMONTON, AB T5K 1K6	GENERAL NUTRITION CENTRES COMPANY	HARVEST POINTE SC 5233 ELLERSLIE RD SW EDMONTON, AB CANADA

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
24)	006907	WEB PROPERTIES, INC PO BOX 21469, SPOKANE, WA 99201	GENERAL NUTRITION CORPORATION	BOULEVARD PLAZA 2525 E 29TH STREET SPOKANE, WA
25)	001830	WESTFIELD TOPANGA OWNER LLC MICHAEL ESPOSITO 2049 CENTURY PARK EAST 41ST FLOOR LOS ANGELES, CA 90067	GENERAL NUTRITION CORPORATION	WESTFIELD TOPANGA 6600 TOPANGA CANYON BLVD. CANOGA PARK, CA
26)	800600[1]	WHITEROCK 6299 & 6303 AIRPORT ROAD MISSISSAUGA INC. STATE STREET FINANCIAL CENTRE 30 ADELAIDE STREET EAST SUITE 1600 TORONTO, ON M5C 3HI	GENERAL NUTRITION CENTRES COMPANY	CANADA OFFICE 6299 AIRPORT ROAD MISSISSAUGA, ON CANADA
27)	005266	WHITESTONE REIT DENNIS YOUNES WHITESTONE REIT DEPARTMENT 234 PO BOX 4869 HOUSTON , TX 772104869	GENERAL NUTRITION CORPORATION	WILLIAMS TRACE SHOPPING C 3372 HIGHWAY 6 SUGARLAND, TX
28)	009177	WILSON GARDENS HAVANA LLC 950 CHERRY ST #1120 DENVER , CO 80246	GENERAL NUTRITION CORPORATION	GARDENS ON HAVANA 10650 E. GARDEN DR AURORA, CO
29)	007216	WINKLERS MILL, LLC.PAT CROSBY P.O. BOX 410 WILKESBORO , NC 28697	GENERAL NUTRITION CORPORATION	WINKLERS MILL S/C1824 WINKLER STREETWILKESBORO, NC
30)	003432	WM ASSOCIATES LP MARK MITTENTHAL C/O GREENBERG GIBBONS COMMERCIAL PO BOX 823695 PHILADELPHIA , PA 191823695	GENERAL NUTRITION CORPORATION	WHITE MARLIN MALL 12641-204 OCEAN GATEWAY OCEAN CITY, MD
31)	004015	WOODBINE MALL HOLDINGS KAREN APILAN 1550 N 40TH STREET UNIT 10 MESA , AZ 85205	GENERAL NUTRITION CENTRES COMPANY	WOODBINE CENTRE 500 REXDALE BLVD ETOBICOKE, ON CANADA

[1] This number is the lease number that corresponds to the Mississauga Office.

	Store No.	Counterparty Landlord and Address	Debtor Counterparty	Leased Location
32)	000651	WOOLBRIGHT DEVELOPMENT INC JASON K. GALLELLI SOUTH DADE SHOPPING LLC PO BOX 310300 DES MOINES , IA 503310300	GENERAL NUTRITION CORPORATION	PETALUMA PLAZA 277 N. MCDOWELL BLVD PETALUMA, CA
33)	001745	WRS INC COMPANY HEATHER POULNOT 500 LONG POINT ROAD MT. PLEASANT, SC 29464	GENERAL NUTRITION CORPORATION	HUDSON BRIDGE CROSSING 1526 HUDSON BRIDGE ROAD STOCKBRIDGE, GA
34)	005051	YELM PLAZA LLC 18230 EAST VALLEY HIGHWAY SUITE 195 KENT, WA 98032	GENERAL NUTRITION CORPORATION	NISQUALLY PLAZA 1010 YELM AVE E YELM, WA
35)	005774	YOSEMITE SPRINGS LLC ATTENTION THRIVE MANAGEMENT PARTNERS PO BOX 1329 COLORADO SPRINGS, CO 80901	GENERAL NUTRITION CORPORATION	HERITAGE HILLS 9231 E LINCOLN AVE LONE TREE, CO
36)	008951	ZAMIAS SERVICES INC, PZ SOUTHERN LP C/O ZAMIAS SERVICES PO BOX 5540 JOHNSTOWN , PA 15904	GENERAL NUTRITION CORPORATION	GREAT SOUTHERN S.C. 1155 WASHINGTON PIKE BRIDGEVILLE, PA
37)	003196	ZAMIAS SERVICES, INC CINDY LINDROSE C/O ZAMIAS SERVICES PO BOX 5540 JOHNSTOWN , PA 15904	GENERAL NUTRITION CORPORATION	COLLEGE PLAZA 881 HILLS PLAZA DR EBENSBURG, PA

Schedule "H"
Case Caption Amendment Order

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)
	)	**Ref. Docket No. 1294**

ORDER (A) DISMISSING CASE OF
GNC CHINA HOLDCO, LLC AND (B) AMENDING DEBTORS' CASE CAPTION

Upon consideration of the motion (the "Motion")[2] of the Debtors for the entry of an order (a) dismissing GNC China Holdco, LLC's chapter 11 case and (b) amending the case caption used in each of the Debtors' jointly administered Chapter 11 Cases; and it appearing that the Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334(b) and 157, 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 it appearing that venue of the Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate under the

[1] The debtors in these Chapter 11 Cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

circumstances and no other or further notice need be given; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED, as set forth herein.

2. The chapter 11 case of GNC China Holdco, LLC (Case No. 20-11671 (KBO)) is hereby dismissed. Within fifteen (15) days after the entry of this Order, GNC China Holdco, LLC shall pay all outstanding United States Trustee fees pursuant to 28 U.S.C. § 1930.

3. Each chapter 11 professional retained by GNC China Holdco, LLC in its chapter 11 case is terminated without the need for further action on the part of this Court or GNC China Holdco, LLC. For the avoidance of doubt, this Order is not terminating the retention of any chapter 11 professionals in connection with any other Debtors.

4. The new caption of the Chapter 11 Cases shall read as follows:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Vitamin OldCo Holdings, Inc., (f/k/a GNC Holdings, Inc.), *et al.*,	Case No. 20-11662 (KBO)
	(Jointly Administered)
Debtors.[1]	

[1] The debtors in these Chapter 11 Cases, along with the last four digits of each debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: Vitamin OldCo Holdings, Inc. (f/k/a GNC Holdings, Inc.) (6244); Vitamin OldCo Parent LLC (f/k/a GNC Parent LLC) (7572); Vitamin OldCo Corporation (f/k/a GNC Corporation) (5170); Vitamin OldCo Centers, Inc. (f/k/a General Nutrition Centers, Inc.) (5168); Vitamin OldCo, Inc. (f/k/a General Nutrition Corporation) (4574); Vitamin OldCo Investment Company (f/k/a General Nutrition Investment Company) (3878); Vitamin OldCo Lucky Corporation

(f/k/a Lucky Oldco Corporation) (7141); Vitamin OldCo Funding, Inc. (f/k/a GNC Funding, Inc.) (7837); Vitamin OldCo International Holdings, Inc. (f/k/a GNC International Holdings, Inc.) (9873); Vitamin OldCo Headquarters LLC (f/k/a GNC Headquarters LLC) (7550); Vitamin HoldCo Associates, Ltd. (f/k/a Gustine Sixth Avenue Associates, Ltd.) (0731); Vitamin OldCo Canada Holdings, Inc. (f/k/a GNC Canada Holdings, Inc.) (3879); Vitamin OldCo Centres Company (f/k/a General Nutrition Centres Company) (0939); Vitamin OldCo Government Services, LLC (f/k/a GNC Government Services, LLC) (2226); Vitamin OldCo Puerto Rico Holdings, Inc. (f/k/a GNC Puerto Rico Holdings, Inc.) (4559); and Vitamin OldCo Puerto Rico, LLC (f/k/a GNC Puerto Rico, LLC) (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

5. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11662 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Holdings, Inc. to Vitamin OldCo Holdings, Inc. (f/k/a GNC Holdings, Inc.)."

6. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11663 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Parent LLC to Vitamin OldCo Parent LLC (f/k/a GNC Parent LLC)."

7. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11664 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Corporation to Vitamin OldCo Corporation (f/k/a GNC Corporation)."

8. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11665 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of General Nutrition Centers, Inc. to Vitamin OldCo Centers, Inc. (f/k/a General Nutrition Centers, Inc.)."

9. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11666 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name

change of General Nutrition Corporation to Vitamin OldCo, Inc. (f/k/a General Nutrition Corporation)."

10. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11667 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of General Nutrition Investment Company to Vitamin OldCo Investment Company (f/k/a General Nutrition Investment Company)."

11. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11668 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of Lucky Oldco Corporation to Vitamin OldCo Lucky Corporation (f/k/a Lucky Oldco Corporation)."

12. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11669 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Funding, Inc. to Vitamin OldCo Funding, Inc. (f/k/a GNC Funding, Inc.)."

13. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11670 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC International Holdings, Inc. to Vitamin OldCo International Holdings, Inc. (f/k/a GNC International Holdings, Inc.)."

14. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11672 (KBO) which states substantially as follows: "An order has been entered in these

cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Headquarters LLC to Vitamin OldCo Headquarters LLC (f/k/a GNC Headquarters LLC)."

15. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11673 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of Gustine Sixth Avenue Associates, Ltd. to Vitamin OldCo Associates, Ltd. (f/k/a Gustine Sixth Avenue Associates, Ltd.)."

16. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11674 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Canada Holdings, Inc. to Vitamin OldCo Canada Holdings, Inc. (f/k/a GNC Canada Holdings, Inc.)."

17. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11675 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of General Nutrition Centres Company to Vitamin OldCo Centres Company (f/k/a General Nutrition Centres Company)."

18. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11676 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Government Services, LLC to Vitamin OldCo Government Services, LLC (f/k/a GNC Government Services LLC)."

19. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11677 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Puerto Rico Holdings, Inc. to Vitamin OldCo Puerto Rico Holdings, Inc. (f/k/a GNC Puerto Rico Holdings, Inc.)."

20. The Clerk of the Court is authorized and directed to make a docket entry in case number 20-11678 (KBO) which states substantially as follows: "An order has been entered in these cases directing that the caption of these cases be changed, in accordance with the corporate name change of GNC Puerto Rico, LLC to Vitamin OldCo Puerto Rico, LLC (f/k/a GNC Puerto Rico, LLC)."

21. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this order.

22. This Court shall retain jurisdiction with respect to all matters relating to the implementation or interpretation of this order.

Dated: October 14th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Schedule "I"
Corrected 31st Assignment Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
GNC HOLDINGS, INC., *et al.*,	Case No. 20-11662 (KBO)
Debtors.[1]	(Jointly Administered)
	Docket Ref. Nos. 1225 & 1271

CORRECTED[2] THIRTY-FIRST (31st) OMNIBUS ORDER AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN CERTAIN UNEXPIRED LEASES

Upon the motion (the "***Motion***")[3] of the Debtors for an order (this "***Order***"), pursuant to section 365 of the Bankruptcy Code, authorizing the Debtors to assume and assign the Additional Leases listed on **Schedule 1** attached hereto to GNC Holdings, LLC (the "***Assignee***"), effective as of the Closing; and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

[2] For the avoidance of doubt, no changes have been made to the Order itself, but solely with respect to certain landlord counterparty information for Store Nos. 3554 and 4511, respectively, listed on Schedule 1 attached hereto.

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

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. The Debtors are authorized to assume and assign the Additional Leases, identified on **Schedule 1** attached hereto, to the Assignee, which assignments shall be effective upon the Closing of the Sale of the Debtors' assets to the Buyer.

3. For the avoidance of doubt, the assumption and assignment of the Additional Leases, and the payment of applicable cure costs in connection therewith, shall be subject to the terms and conditions set forth in the Sale Order entered on September 18, 2020 [Docket No. 1202], including with respect to any resolutions reached between the Debtors and applicable Landlords as memorialized therein.

4. Any assignment approved by this Order shall occur on or prior to the deadline set forth in section 365(d)(4) of the Bankruptcy Code, as the same may be extended in accordance with the terms of the Bankruptcy Code or upon order of this Court. For the avoidance of doubt, no Landlord subject to this Order has consented at this time to any assignment of its applicable Additional Lease beyond the date that is 210 days following the Petition Date.

5. Except as specifically set forth herein, nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or a waiver of the rights of the Debtors and the estates, or shall impair the ability of the Debtors and their estates, to contest the validity and amount of any payment made pursuant to this Order.

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

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

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

Karen B. Owens

Dated: October 8th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27122553.1

Schedule 1

	Store KK #	Premises	Landlord Counterparty to Lease to be Assumed and Assigned	Landlord Address
1)	004297	HILLSIDE SHOPPING CENTRE 1644 HILLSIDE AVENUE VICTORIA, BC CANADA	HILLSIDE CENTRE HOLDINGS INC HILLSIDE CENTRE	21-1644 HILLSIDE AVENUE VICTORIA, BC V8T 2C5
2)	009589	HINESVILLE CENTRAL 755 WEST OGLETHORPE HGWY HINESVILLE, GA	HINESVILLE CENTRAL, LLC	LOUIS LIPSITZ C/O DAVID CARFUNKEL & COMPANY LLC 400 MALL BLVD SUITE M-1 SAVANNAH , GA 31406
3)	004140	DEVONSHIRE MALL 3100 HOWARD AVE WINDSOR, ON CANADA	HOOPP REALTY INC.	LORI STUART 1 BASS PRO MILLS DRIVE VANGHAN , ON L4K 5W4
4)	005332	SINGLETON SQUARE 6050 SINGLETON ROAD NORCROSS, GA	HRP SINGLETON SQUARE, LLP	FRASER GOUGH HRP SINGLETON SQUARE LLC C/O RETAIL PLANNING CORP 35 JOHNSON FERRY ROAD MARIETTA , GA 30068
5)	001184	HYDE PARK BANK BLVD. 1519 E. 53RD STREET CHICAGO, IL	HYDE PARK FACILITIES, INC	CHRIS BERTUCCI AEGIS PROPERTIES AGENT 1525 E 53RD ST SUITE 400 CHICAGO , IL 60615
6)	004250	COMPLEXE LES AILES 677 SAINT-CATHERINE QUEST MONTREAL, PQ CANADA	IMMEUBLE 677 SAINTE-CATHERINE INC.	REYNALD MENARD 1 BASS PRO MILLS DRIVE VANGHAN , ON L4K 5W4
7)	005006	IRVINE SPECTRUM CENTER 810 SPECTRUM CENTER DRIVE IRVINE, CA	IRVINE COMPANY	BUTCH KNERR THE IRVINE COMPANY LLC RETAIL CENTER PO BOX 840360 CROSSROADS 000015 LOS ANGELES , CA 900840360
8)	004017	UPPER CANADA MALL 17600 YONGE ST NEWMARKET, ON CANADA	IVANHOE CAMBRIDGE	1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5
9)	004043	SUNRIDGE MALL 2525-36TH STREET NE CALGARY, AB CANADA	IVANHOE CAMBRIDGE	1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5
10)	004088	METROTOWN CENTRE 135-4800 KINGSWAY BURNABY, BC CANADA	IVANHOE CAMBRIDGE II INC.	THERESA MOY METROPOLIS AT METROTOWN SUITE 604 4720 KINGSWAY BURNABY , BC V5H 4N2
11)	004117	VAUGHAN MILLS1 BASS PRO MILLS DRVAUGHAN, ON CANADA	IVANHOE CAMBRIDGE II INC.	1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5

	Store KK #	Premises	Landlord Counterparty to Lease to be Assumed and Assigned	Landlord Address
12)	004184	OSHAWA CENTRE 419 KING STREET WEST OSHAWA, ON CANADA	IVANHOE CAMBRIDGE II INC. AND 7503067 CANADA INC.	1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5
13)	004283	SOUTHCENTRE MALL 100 ANDERSON RD. S.E. CALGARY, AB CANADA	IVANHOE CAMBRIDGE OXFORD	1001 RUE DU SQUARE-VICTORIA QUEBEC, QB H2Z 2B5
14)	001078	WATERWORKS S.C. 938 R FREEPORT ROAD PITTSBURGH, PA	J.J. GUMBERG COMPANY	DAN CZERWINSKI C/O JJ GUMBERG CO PROPERTY CODE 258 TN CODE 1160 1051 BRINTON RD PITTSBURGH , PA 15221
15)	005162	ORMOND TOWNE CENTER 1458 W. GRANADA ORMOND BEACH, FL	J-7 LAND PARTNERS LLLP	SAM JAFFE J-3 LAND PARTNERS LTD C/O THE JAFFE CORPORATION 300 NORTH NOVA ROAD ORMOND BEACH , FL 32174
16)	000202	PANORAMA PLAZA 1601 PENFIELD ROAD ROCHESTER, NY	JADD MANAGEMENT, LLC	SHANE SEABURG C/O JADD MANAGEMENT LLC 415 PARK AVE ROCHESTER , NY 14607
17)	000309	BURLESON TOWN CENTER 855 NORTH E ALSBURY BLVD BURLESON, TX	JAHCO BURLESON TOWN CENTER, LLC	WILLIAM ROSATTI C/O JAH REALTY LP PO BOX 14586 OKLAHOMA CITY , OK 731130586
18)	003893	COLLEGE SOUTH PLAZA 6505 SOUTH 27TH STREET FRANKLIN, WI	JANECEK INVESTMENT INC	JANECEK INVESTMENT INC PO BOX 25336 TAMPA , FL 33622
19)	000893	FINDLAY VILLAGE MALL 1800 TIFFON AVENUE FINDLAY, OH	JJ GUMBERGO CO	DAN CZERWINSKI C/O JJ GUMBERG CO PROPERTY CODE 258 TN CODE 1160 1051 BRINTON RD PITTSBURGH , PA 15221
20)	002448	DISTRICT AT HOWELL MILL 1801 HOWELL MILL RD ATLANTA, GA	JONES LANG LASALLE INC.	KATIE WARRA C/O JONES LANG LASALLE AMERICAS IN ATTN: BILLING FOR HOUSTON COUNTY GA PO BOX 95028 CHICAGO , IL 606945028
21)	007911	COUNTRY CLUB SHOPPING CEN 400 SW 29TH TOPEKA, KS	K1 REALTY INVESTMENTS LLC	JEFF FRANKLIN JW FRANKLIN CO 123 E GAY STREET P.O. BOX 573 WARRENSBURG , MO 64093
22)	003579	SAN JOSE MARKETCENTER 695 COLEMAN AVE SAN JOSE, CA	KATO AND ASSOCIATES, LLC	SHARLENE HASSLER C/O JONES LANG LASALLE AMERICAS IN ATTN: BILLING FOR HOUSTON COUNTY GA PO BOX 95028 CHICAGO , IL 606945028
23)	007897	OAKLEAF TOWN CENTER9610 APPLECROSSJACKSONVILLE, FL	KATZ PROPERTIES RETAIL	MICHAEL ZIEJA JACKSONVILLE MZL LLC 254 WEST 31ST STREET 4TH FLOOR NEW YORK , NY 10001
24)	001481	KENWOOD TOWNE CENTRE 7875 MONTGOMERY RD CINCINNATI, OH	KENWOOD MALL L.L.C.	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654

	Store KK #	Premises	Landlord Counterparty to Lease to be Assumed and Assigned	Landlord Address
25)	004289	SAINTE CATHERINES 1244-A STE-CATHERINE ST W MONTREAL, QC CANADA	KEYSTONE BUILDING MANAGEMENT	ROSE TRAN RUMPF 1237 DE LA MONTAGNE SUITE 400 MONTREAL , QUEBEC H3G 1Z2
26)	004146	WOODHILL CENTRE 9045 AIRPORT RD BRAMPTON, ON CANADA	KF MANAGEMENT WOODHILL CENTRE ATTN DIRECTOR OF PRPTY MGMNT C/O KF	BRIAN DEWITTE C/O FIELDGATE COMMERCIAL PROPERTIES 5400 YONGE STREET SUITE 300 TORONTO , ON M2N 5R5
27)	003554	KING OF PRUSSIA TOWN CENT 230 VILLAGE DRIVE KING OF PRUSSIA, PA	CPUS KOP TOWN CENTER LP	c/o CBRE GLOBAL INVESTORS LLC AAF 3333 NEW HYDE PARK ROAD, SUITE 100 NEW HYDE PARK, NY 11042
28)	001016	TACOMA CENTRAL 3208 SOUTH 23RD STREET TACOMA, WA	KIMCO REALTY CORPORATION TW ASSOCIATES, LLC	DAVID WILLIS KIMCO REALTY CORPORATION TW ASSOCIATES, LLC C/O BIANCO PROPERTIES 680 CRAIG ROAD #240 CREVE COEUR , MO 63141
29)	004033	KINGSWAY GARDEN MALL 714-1 KINGSWAY GARDEN MAL EDMONTON, AB CANADA	KINGSWAY GARDEN HOLDINGS INC	TORI NIXON #320 KINGSWAY GARDEN MALL 109 ST & PRINCESS ELIZABETH AVE EDMONTON , AB T5G 3A6
30)	002097	TRADERS POINT II 5650 W 86TH ST INDIANAPOLIS, IN	KITE WEST 86TH STREET II, LLC	BLAKE BEAVER 33251 COLLECTIONS CENTER DR CHICAGO , IL 60693
31)	000080	688 ROUTE 17 NORTH PARAMUS, NJ	KRAWIEC FAMILY LLC AND DE WITTE FAMILY FLP, RICHARD KRAWIEC, PHD	ROGER DEWITTE KRAWIEC FAMILY LLC AND DE WITTE FAMILY FLP, RICHARD KRAWIEC, PHD 9552 WELK VIEW COURT ESCONDIDO, CA 92026
32)	000498	DRAPER CROSSING 264 EAST 12300 SOUTH DRAPER, UT	KRG DRAPER CROSSING, LLC	BLAKE BEAVER KRG DRAPER CROSSING LLC 15961 COLLECTIONS CENTER DRIVE CHICAGO , IL 60693
33)	001129	KUKUI GROVE CENTER 3-2600 KAUMUALII HIGHWAY LIHUE, HI	KUKUI GROVE CENTER INVESTMENT GROUP, INC	LAUREN STILLEY C/O JONES LANG LASALLE AMERICAS IN ATTN: BILLING FOR HOUSTON COUNTY GA PO BOX 95028 CHICAGO , IL 606945028
34)	009890	LAKEWOOD CITY COMMONS 7740 WEST ALMEDA AVE LAKEWOOD, CO	LAKE CITY COMMONS LP	CAROLYN MARTINEZ CLPF WEST HOLLYWOOD LP PO BOX 27757 NEW YORK , NY 100877757
35)	001056	LAKESIDE MALL3301 VETERANS MEMORIAL BLMETAIRIE, LA	LAKESIDE SHOPPING CENTER	TRICIA PHILLPOT LAKESIDE SHOPPING CENTER GREATER LAKESIDE CORP PO BOX 7001 METAIRIE , LA 70010
36)	003747	OVERSEAS MARKET 2766 NORTH ROOSEVELT BLVD KEY WEST, FL	LANDLORD OVERSEAS MARKET REALTY LLC	WILL LANGLEY 665 ANOTNE ST NW ATLANTA , GA 303182371
37)	004034	SMART CENTRES OTTAWA SW 1331 CLYDE AVENUE OTTAWA, ON CANADA	LAURENTIAN PLACE OTTAWA INC.	ADRIANA FRITSCH 3200 HIGHWAY 7 VAUGHAN , ON L4K 5Z5

	Store KK #	Premises	Landlord Counterparty to Lease to be Assumed and Assigned	Landlord Address
38)	005801	ARROYO MARKETPLACE 7290 ARROYO CROSSING PKWY LAS VEGAS, NV	LAURICH PROPERTIES, INC.	LAURA GROSETH C/O LAURICH PROPERTIES INC 10655 PARK RUN DRIVE SUITE 160 LAS VEGAS , NV 891444590
39)	008229	COLONIAL PROMENADE @ FULT 3441 LOWERY PARKWAY FULTONDALE, AL	LBX FULTONDALE, LLC.	TILMAN RAYON LBX FULTONDALE LLC C/O THE SHOPPING CENTER GROUP LLC 300 GALLERIA PKWY 12TH FLOOR ATLANTA , GA 30339
40)	004511	CENTRAL CITY MALL 10153 KING GEORGE BOULEVA SURREY, BC CANADA	LE CARREFOUR LAVAL 2013 INC ADMINISTRATION OFFICE SURREY CC PROPERTIES INC C/O BLACKWOOD PARTNERS MGMNT CORP	DANIELLA LECK C/O RYAN CO - RE TRUST 2153 CENTRAL CITY 10153 KING GEORGE BLVD. SURREY, BC, CANADA, V3T 2W1
41)	003223	THE SHOPPES @ GOOSE CREEK 607 ST. JAMES AVENUE CHARLESTON, SC	LEE & ASSOCIATES	JENNIFER WINTER C/O LEE & ASSOCIATES 960 MORRISON DR STE 400 CHARLESTON , SC 29403
42)	008634	VILLAGE AT LEE AIRPARK 11 LEE AIRPARK DRIVE EDGEWATER, MD	LEE REGENCY, LLC	VILLAGE AT LEE AIRPARK C/O REGENCY CENTERS LP PO BOX 644019 LEASE 75515 PITTSBURGH , PA 152644019
43)	008181	LEGENDS OUTLETS KANSAS CI 1803 VILLAGE WEST PKWY KANSAS CITY, KS	LEGACY DEVELOPMENT	DAVID LOWE W-LD LEGENDS OWNER VII LLC PO BOX 505333 ST LOUIS , MO 63150
44)	000724	PLAZA DEL SOL 2205 AVENUE F DEL RIO, TX	LEVCOR INC.	LOUIE TIJERINA C/O LEVCOR INC 7800 WASHINGTON AVE #800 HOUSTON , TX 770071046
45)	005601	THE SHOPS @ LIBERTY PLAZA 1625 CHESTNUT STREET PHILADELPHIA, PA	LIBERTY PLACE RETAIL ASSOCIATES, LP - GENERAL MANAGER	MIKE GORMAN C/O METRO COMMERCIAL MGMNT 307 FELLOWSHIP ROAD SUITE 300 MOUNT LAUREL , NJ 08054
46)	002386	THORNDALE CENTER 3431 LINCOLN HIGHWAY THORNDALE, PA	LONGVIEW PROPERTY GROUP	ARNE ANDERSON C/O LONGVIEW MGMNT LP 1055 WESTLAKES DRIVE SUITE 170 BERWYN , PA 19312
47)	000257	EAGLE ROCK PLAZA MALL2700 COLORADO BLVDLOS ANGELES, CA	LPMCC 2006-LDP7 CENTRO ENFIELD	BRIAN YOSHIMURA LPMCC 2006-LDP7 CENTRO ENFIELD C/O CBRE GROUP INC. 400 S. HOPE STREET 25TH FLOOR LOS ANGELES, CA 90071
48)	007179	WOODMEN PLAZA 3578 HARTSEL DRIVE COLORADO SPRINGS, CO	M & KS WOODMEN DEVELOPMENT LLC	WILL DAMRATH 380 N. CROSS POINTE BLVD. EVENSVILLE, IN 47715
49)	004021	MANULIFE CENTRE 55 BLOOR STREET WEST TORONTO, ON CANADA	MANULIFE FINANCIAL REAL ESTATE DIVISION	11 WEST 20TH ST 4TH FLOOR NEW YORK, NY 10011
50)	006278	PHILADELPHIA MARKETPLACE 211 N LEWIS AVE PHILADELPHIA, MS	MANULIFE INSURANCE COMPANY	RYAN GEORGE MANULIFE INSURANCE COMPANY MANULIFE INSURANCE COMPANY 211 N LEWIS AVE PHILADELPHIA, MS 39350

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51)	003026	MAY FAIR MALL 2500 MAYFAIR ROAD WAUWATOSA, WI	MAYFAIR MALL, LLC	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
52)	009857	BLACK OAKS PLAZA 6917 MAYNARDVILLE PIKE KNOXVILLE, TN	MAYNARDVILLE PIKE LP	JOHN HARRICKS KEYBANK LOCKBOX OPERATIONS ATTN SLATE RETAIL HOLDING (#4) HEN001 PO BOX 74773 CLEVELAND , OH 441944773
53)	006885	SHOPPING @ THE ROSE 1941 NORTH ROSE AVENUE OXNARD, CA	MCGRATH-RHD PARTNERS, LP	TANYA KESHISHIAN PO BOX 845740 LOS ANGELES , CA 900845723
54)	007720	ROSEDALE SHOPPING CENTER 9919 ROSE COMMONS DRIVE HUNTERSVILLE, NC	MEPT ROSEDALE SHOPPING CENTER LP	ANDY BURGER ROSEDALE SHOPPING CENTER 29974 NETWORK PLACE CHICAGO , IL 606731299
55)	006464	WAIPAHU TOWN CENTER 94050 FARRINGTON HIGHWAY WAIPAHU, HI	MERIDIAN PACIFIC	LOU LEBEAU MERIDIAN PACIFIC 94-050 FARRINGTON HWY SUITE E1-3 WAIPAHU , HI 96797
56)	008411	STOCKYARDS PLAZA 3453 L STREET OMAHA, NE	MFP MID-AMERICA SHOPPING CENTERS LLC	WENDY CHAPMAN MFP MID-AMERICA SHOPPING CENTERS LLC FOR THE STOCKYARD PLAZA HOLDINGS PERKINS PROPERTIES 608 N 114TH ST OMAHA , NE 68154
57)	007768	SUGARLOAF CROSSING 4850 SUGAR LOAF PARKWAY LAWRENCEVILLE, GA	MGA VENTURES, INC.	AMANDA BRIDGES 146 HIGHWAY 138 #376 MONROE , GA 30655
58)	008276	BLUE OAKS TOWN CENTER 6688 LONETREE BLVD ROCKLIN, CA	MGP X PROPERTIES, LLC	JANET GRISSANTI C/O MERLONE GEIER MGMNT 425 CALIFORNIA ST UNIT# 603-24 SAN FRANCISCO , CA 94104
59)	001031	ALAMEDA TOWNE CENTRE2215 S SOUTH SHORE CENTERALAMEDA, CA	MGP XII SOUTH SHORE CENTER, LLC	BRETT CHRISTOPOULOS MGPXII SOUTH SHORE CENTER, LP C/O MERLONE GEIER MGMNT 425 CALIFORNIA ST 11TH FLOOR UNIT# 603-24 SAN FRANCISCO , CA 94104
60)	003859	MAYSVILLE MARKET SQUARE 415B MARKET SQUARE DRIVE MAYSVILLE, KY	MID ATLANTIC PROPERTIES	JULIE KRAUSE C/O MIDLAND ATLANTIC PROP PO BOX 645495 CINCINNATI , OH 45264
61)	006871	MATTESON SHOPPING CENTER 4854 LINCOLN HIGHWAY MATTESON, IL	MILTON MATTESON LLC	SOL REICHENBERG MATTESON CENTER LEASING LLC 911 EAST COUNTY LINE ROAD SUITE 206 LAKEWOOD , NJ 08701
62)	006134	MOHAVE CROSSROADS 3699 HWY 95 BULLHEAD CITY, AZ	MOHAVE CROSSROADS LLC	TAMI LORD DEVELOPMENT LLC 13091 POND SPRINGS ROAD SUITE 350B AUSTIN , TX 78729
63)	001587	MORENO VALLEY MALL 22500 TOWN CIRCLE MORENO VALLEY, CA	MORENO VALLEY MALL HOLDING LLC	JARED DAVIS MORENO VALLEY MALL HOLDING LLC 3344 PEACHTREE ROAD SUITE 1200 ATLANTA, GA 30326

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64)	007623	TOWN & COUNTRY SHOPPING C 153 TOWN & COUNTRY DRIVE PALATKA, FL	MORGUARD REAL ESTATE INVESTMENT TRUST	JOSHUA NOLAN ADMINISTRATION OFFICE SHOPPERS MALL 1570 18TH ST BRANDON , MB R7A 5C5
65)	009706	SOUTHLAND SHOPPING CENTER 24112 EAST ORCHARD RD AURORA, CO	MORNINGSIDE MEDICAL BUILDING LLC	ERIK CHRISTOPHER BERJAS REALTY CO C/O ABC REALTY 152 WEST 57TH STREET NEW YORK , NY 10019
66)	003641	THE MALL OF ST MATTHEWS 5000 SHELBYVILLE ROAD LOUISVILLE, KY	MSM PROPERTY L.L.C.	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
67)	000895	MT SHASTA MALL 900 DANA DR REDDING, CA	MT. SHASTA MALL, LLC	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
68)	003037	NATICK MALL 1245 WORCESTER ROAD NATICK, MA	NATICK MALL, LLC	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
69)	001468	UNIVERSITY PLAZA 4706 VESTAL PARKWAY VESTAL, NY	NEWMAN DEVELOPMENT CO	GEORGE AKEL VESTAR PARK LLC PO BOX 678 VESTAL , NY 138510678
70)	002230	BROWNSBURG STATION 600 WEST NORTHFIELD BROWNSBURG, IN	NHSE QUESNEL LAKE, LLC AND HUNTER RETAIL, LLC	JUSTIN ELLER TOWER STAR CORPORATION C/O CASE POMEROY PROPERTIES PO BOX 863509 ORLANDO , FL 328863509
71)	007525	WILTON CENTER 3039 ROUTE 50 SARATOGA SPRINGS, NY	NIGRO COMPANIES	STEVE POWERS MALTA ASSOCIATES LLC C/O NIGRO COMPANIES 20 CORPORATE WOOES BOULDVARD ALBANY , NY 12211
72)	003418	NORTH PLAINS MALL2809 NORTH PRINCE ST #159 CLOVIS, NM	NORTH PLAINS MALL, LLC	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
73)	005248	NORTH STAR MALL 7400 SAN PEDRO ROAD SAN ANTONIO, TX	NORTH STAR MALL, LLC	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
74)	003122	PIER 37 6514 MONONA DR MONONA, WI	NORTHMARQ	KEVIN DEXTER NORTH BRANCH OUTLET PARTNER LLC C/O NORTHMARQ REAL SDS-12-2659 PO BOX 86 MINEAPOLIS , MN 554862659
75)	007956	1625 K STREET NW K STREET NW & 16TH STREET WASHINGTON, DC	NORTHPOINT POWELL PARTNERS	SETH BENHARD C/O JONES LANG LASALLE AMERICAS IN ATTN: BILLING FOR HOUSTON COUNTY GA PO BOX 95028 CHICAGO , IL 22102
76)	008240	FIRST & MAIN NORTH 3775 BLOOMINGTON STREET COLORADO SPRINGS, CO	NORTON NORTON SRX LLC	FRED VEITCH C/O RIVERCREST REALTY ASSOC LLC 8816 SIX FORKS RD SUITE 201 RALEIGH , NC 27615

	Store KK #	Premises	Landlord Counterparty to Lease to be Assumed and Assigned	Landlord Address
77)	000521	THE OAKS MALL 6379 NEWBERRY ROAD GAINESVILLE, FL	OAKS MALL GAINESVILLE LIMITED PARTNERSHIP	JOSH DECKELBAUM 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
78)	003042	OAKWOOD MALL 4800 GOLF ROAD EAU CLAIRE, WI	OAKWOOD SHOPPING CENTER, LLC	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
79)	009888	OCALA CORNERS S/C 800 OCALA RD TALLAHASSEE, FL	OCALA CORNERS LLC	WILL DAMRATH 380 N. CROSS POINTE BLVD. EVENSVILLE, IN 47715
80)	004053	POLO PARK S. C. #840 8180-11 STREET SE WINNIPEG, MB CANADA	ONTREA INC.	OREN RUBIN C/O CADILLAC FAIRVIEW CORP. LIMITED 66Q-1485 PORTAGE AVENUE WINNIPEG , MB R3G 0W4
81)	004071	CHINOOK CENTRE 6455 MACLEOD TRAIL SW CALGARY, AB CANADA	ONTREA INC.	OREN RUBIN RE: CF TORONTO EATON CENTRE 220 YONGE STREET SUITE 110 BOX 511 TORONTO , ON M5B 2H1
82)	004245	LIME RIDGE MALL 999 UPPER WENTWORTH STREE HAMILTON, ON CANADA	ONTREA INC.	OREN RUBIN C/O CADILLAC FAIRVIEW CORP. LIMITED 66Q-1485 PORTAGE AVENUE WINNIPEG , MB R3G 0W4
83)	004061	LONDONDERRY MALL 137TH AVE & 66TH ST EDMONTON, AB CANADA	OPB REALTY INC.	#243 1 LONDONDERRY MALL NW EDMONTON, AB T5C 3C8
84)	007890	ORANGE PROMENADE80 BOSTON POST RDORANGE, CT	ORANGE IMPROVEMENTS PARTNERSHIP	BROOKE STEVENS C/O DLC MANAGEMENT CORP PO BOX 5122 WHITE PLAINS , NY 10602
85)	004505	HEARTLAND POWER CENTER 6045 MAVIS RD MISSISSAUGA, ON CANADA	ORLANDO CORPORATION	DAN HYDE ORCHARD MARKET PARTNERS LP C/O LS CAPITAL INC 13949 VENTURA BLVD SUITE 300 SHERMAN OAKS , CA 91423
86)	008107	SOUTH SHORE COMMONS 2935 VETERANS ROAD STATEN ISLAND, NY	OTTER CREEK, LLC	JAMES PRENDAMANO OTTER CREEK SHOPPING CENTER LLC 75 REMITTANCE DRIVE SUITE 3041 CHICAGO , IL 606753041
87)	009625	OWATONNA COMMONS 1100 WEST FRONTAGE ROAD OWATONNA, MN	OWANTONNA PROPERTIES LLC	BRENT FRIENDSHUH PO BOX 194 CLEARWATER , MN 55320
88)	003073	MOUNTAIN LAUREL PLAZA 1054 MOUNTAIN LAUREL PLAZ LATROBE, PA	OXFORD DEVELOPMENT	ARTHUR DIDONATO SOUTHCENTRE MALL 100 ANDERSON ROAD SE UNIT 142 MALL ADMIN OFFICE CALGARY , AB T2J 3V1

	Store KK #	Premises	Landlord Counterparty to Lease to be Assumed and Assigned	Landlord Address
89)	004011	SQUARE ONE S.C. 100 CITY CENTRE DRIVE MISSISSAUGA, ON CANADA	OXFORD IN TRUST FOR SQUARE ONE SQUARE ONE SHOPPING CENTRE	TORI NIXON 10025-102A AVENUE SUITE 1700 OXFORD TOWNER EDMONTON , AB T5J 2Z2
90)	003992	CHAMBERSBURG SQUARE 964 NORLAND AVENUE CHAMBERSBURG, PA	PALISADES DEVELOPMENT	BRAD ROHRBAUGH RL GVS PARTNERS LLC C/O BENNETT WILLIAMS REALTY INC 3528 CONCORD ROAD YORK , PA 17402
91)	006395	PALM BAY WEST 190 SW MALABAR ROAD PALM BAY, FL	PALM BAY WEST, LLC	ALBERTO DAYAN PALM BAY WEST LLC 361 NE 167TH STREET NORTH MIAMI BEACH , FL 33162
92)	005849	PALM SRINGS MILE SHOPPING 587 WEST 49TH STREET HIAELA, FL	PALM SPRINGS MILE ASSOCIATION, LTD	BEN BRODY C/O PHILIPS INTERNATIONAL HOLDING C 295 MADISON AVENUE 2ND FLOOR NEW YORK , NY 10017
93)	006448	HILL ROAD PLAZA 1203 HILL ROAD NORTH PICKERINGTON, OH	PARADIGM PROPERTIES	HALLE GREENHUT C/O PARADIGM PROPERTIES OF OHIO 2600 CORPORATE EXCHANGE DRIVE COLUMBUS , OH 43231
94)	002921	214-220 WEST WASHINGTON S 214-220 W. WASHINGTON ST CHICAGO, IL	PARK MADISON PROPERTY MANAGEMENT	RUSSELL FREEMAN SUSO 4 WEST VALLEY LP SLATE RETAIL HOLDING NO 4 LP PO BOX 74773 CLEVELAND , OH 441944773
95)	001480	PARKS AT ARLINGTON 3811 S COOPER ST ARLINGTON, TX	PARKS AT ARLINGTON, LLC	JOSH DECKELBAUM 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
96)	006818	GRAND VILLAGE CENTER14515 GRAND AVESURPRISE, AZ	PATHFINDER 315 LLC	JOHN APPELBE 9690 DEBARTOLO CAPITAL PARTNERSHIP 1361 MOMENTUM PLACE CHICAGO , IL 606895311
97)	007819	THE PAVILIONS @ TURKEY CR 11152 PARKSIDE DRIVE KNOXVILLE, TN	PAVILION OF TURKEY CREEK	RANDY GIRALDO C/O PENCE GROUP INC 11708 BOWMAN GREEN DR RESTON , VA 201903501
98)	001544	SHOPS @ BUCKLAND HILLS 194 BUCKLAND HILLS DRIVE MANCHESTER, CT	PAVILIONS AT BUCKLAND HILLS L.L.C	JOSH DECKELBAUM 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
99)	000325	PEACHTREE MALL 3131 MANCHESTER EXPWY COLUMBUS, GA	PEACHTREE MALL L.L.C.	ATTN: JULIA MINNICK 350 N ORLEANS ST SUITE 300 CHICAGO , IL 60654
100)	005810	WASHINGTON SQUARE MALL 771 WASHINGTON SQUARE WASHINGTON, NC	PEARL BRITTAIN,INC.	CYNTHIA FLETCHER ATTN CYNTHIA FLETCHER 1422 BURTONWOOD DRIVE GASTONIA , NC 28054

Schedule "J"
First Omnibus Claims Rejection Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
GNC HOLDINGS, INC., *et al.*,	)	Case No. 20-11662 (KBO)
Debtors.[1]	)	(Jointly Administered)
	)	**Docket Ref. No. 1238**

ORDER SUSTAINING DEBTORS' FIRST OMNIBUS OBJECTION TO PROOFS OF CLAIM SOLELY FOR PURPOSES OF VOTING ON THE THIRD AMENDED JOINT PLAN OF REORGANIZATION FOR GNC HOLDINGS, INC. AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Upon the objection (the "***Objection***")[2] of the Debtors for entry of an order (this "***Order***"), temporarily allowing, for voting purposes only, the Claims filed by the Claimants, each in the amount of $1.00 General Unsecured Claims entitled to vote in Class 4, and this Court having reviewed the Objection and the Del Genio Declaration; and this Court having determined that the relief requested in the Objection 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 Objection 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

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

Delaware dated as of February 29, 2012; and consideration of the Objection 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 Objection has been given and that no other or further notice is necessary; and upon all of the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Objection is SUSTAINED as set forth herein.

2. The Claimants shall be entitled to vote on the Plan on account of the Claims in the amount of $1.00. The Claims shall be classified as General Unsecured Claims entitled to vote in Class 4.

3. Nothing in the Objection or this Order, nor any actions or payments made by the Debtors pursuant to this Order, shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

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

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

Ka B. Ow

Dated: October 13th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Debtor	Name of Creditor	Claim No.	Total Asserted Amount	Basis for Objection
GNC Holdings, Inc.	Crescimanno, Sharon	1969	$2,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Doa, Vincent	2967	$2,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	E.S. a minor through her parent Reli Sengul	2534	$10,000,000.00	Debtors dispute all liability in the underlying action. Claimant only denotes that it purportedly suffered injury due to the Debtors' product but provides no factual basis for the claim or the amounts asserted.
GNC Holdings, Inc.	Fair, Misty as Class Representative	2794	$18,000,000.00	Debtors dispute all liability in the underlying action. No basis for the amounts asserted. Claim appears to be redundant.
General Nutrition Corporation	Fair, Misty as Class Representative	2800	$18,000,000.00	Debtors dispute all liability in the underlying action. No basis for the amounts asserted. Claim appears to be redundant.

Debtor	Name of Creditor	Claim No.	Total Asserted Amount	Basis for Objection
Gustine Sixth Avenue Associates, Ltd.	Fair, Misty as Class Representative	2827	$18,000,000.00	Debtors dispute all liability in the underlying action. No basis for the amounts asserted. Claim appears to be redundant.
General Nutrition Investment Company	Fair, Misty as Class Representative	3077	$18,000,000.00	Debtors dispute all liability in the underlying action. No basis for the amounts asserted. Claim appears to be redundant.
GNC Corporation	Farina, Elizabeth	1003	$3,400,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "personal injury" and provides a case caption as the basis for the claim. There is no other supporting evidence of the claim or asserted amounts.
General Nutrition Corporation	Farina, Elizabeth	1004	$3,400,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "personal injury" and provides a complaint as the basis for the claim. There is no other supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Felipa, Terrance	1964	$15,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Ford, Jawuan	1977	$5,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only

Debtor	Name of Creditor	Claim No.	Total Asserted Amount	Basis for Objection
				"[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Franks, Steven	2091	$5,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Hearst, Robert	2151	$2,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Kuczmarski, John	1941	$20,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Malik, Tahir	1966	$2,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of

Debtor	Name of Creditor	Claim No.	Total Asserted Amount	Basis for Objection
				ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Maxwell, William	2101	$5,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
General Nutrition Corporation	Molina, Jennifer on behalf of herself and all others similarly situated	2228	$97,150,728.20	Debtors dispute all liability in the underlying action. Calculations used for asserted claim are "estimates" and are without sufficient factual basis.
GNC Holdings, Inc.	Naranjo, Elizabeth as Private Attorney General	2816	$31,901,050.00	Debtors dispute all liability in the underlying action and the calculations asserted. Claim appears to be redundant.
Gustine Sixth Avenue Associates, Ltd.	Naranjo, Elizabeth as Private Attorney General	3058	$31,901,050.00	Debtors dispute all liability in the underlying action and the calculations asserted. Claim appears to be redundant.
GNC Corporation	Naranjo, Elizabeth as Private Attorney General	3082	$31,901,050.00	Debtors dispute all liability in the underlying action and the calculations asserted. Claim appears to be redundant.
General Nutrition Investment Company	Naranjo, Elizabeth as Private Attorney General	3088	$31,901,050.00	Debtors dispute all liability in the underlying action and the calculations asserted. Claim appears to be redundant.
GNC Holdings, Inc.	Perry, Robert	1976	$7,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only

Debtor	Name of Creditor	Claim No.	Total Asserted Amount	Basis for Objection
				"[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Pitre, Dennis	2064	$2,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
GNC Holdings, Inc.	Ramirez, Pablo	1968	$7,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.
General Nutrition Corporation	Right Way Nutrition LLC	3312	$16,712,782.00	Debtors dispute all liability in the underlying action though the relevant court has granted partial summary judgment in favor of the Claimant and the matter is pending a ruling with regards to potential damages. The Debtors dispute the asserted damages amount and the Claimant does not provide a basis for the amounts asserted.

Debtor	Name of Creditor	Claim No.	Total Asserted Amount	Basis for Objection
General Nutrition Centers, Inc.	Sanders, Sr., Todd D.	3319	$20,058,500.00	Debtors dispute all liability in the underlying action. No factual basis for the asserted claim amount.
GNC Holdings, Inc.	Smith, Eric	1978	$5,000,000.00	Debtors dispute all liability in the underlying action. Claimant lists only "[p]ersonal injury sustained as a result of ingestion of GNC products" as the basis for the claim and does not provide any supporting evidence of the claim or asserted amounts.

Schedule "K"
Section 365(d)(4) Order

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)
	Ref. Docket No. 1229

ORDER, PURSUANT TO SECTION 365(d)(4) OF THE BANKRUPTCY CODE, EXTENDING THE DEADLINE BY WHICH THE DEBTORS MUST ASSUME OR REJECT REMAINING UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY

Upon consideration of the motion (the "***Motion***")[2] filed by the above-captioned debtors and debtors in possession (collectively, the "***Debtors***") for the entry of an order, pursuant to section 365(d)(4) of the Bankruptcy Code, granting the Debtors an extension, through and including February 28, 2019, of the statutory deadline by which the Debtors must assume or reject the Remaining Real Property Leases; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, 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 this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that notice of the

[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 them in the Motion.

Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and upon the record of these Chapter 11 Cases; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the deadline under section 365(d)(4) of the Bankruptcy Code for the Debtors to assume or reject the Remaining Real Property Leases is hereby extended through and including the earlier of (i) January 19, 2021, and (ii) the date of entry of an order confirming a plan (the "***Assumption/Rejection Period***").

3. This Order shall be without prejudice to the rights of the Debtors and their estates to seek a further extension of the Assumption/Rejection Period with the consent of an affected Lessor(s) to a Remaining Real Property Lease.

4. To the extent that the Debtors and any Lessor under a Remaining Real Property Lease agree to a further extension of the time by which the Debtors must assume or reject an applicable Remaining Real Property Lease, the Debtors may submit to this Court a consensual form of order approving such further extension, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, under certification of counsel without the need for further notice or hearing.

5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

Dated: October 8th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

26988479.2

Schedule "L"
Global Settlement Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
GNC HOLDINGS, INC., *et al.*,	Case No. 20-11662 (KBO)
Debtors.[1]	(Jointly Administered)
	Re: Docket No. 1235

ORDER APPROVING
(A) GLOBAL SETTLEMENT, (B) STALKING HORSE
AGREEMENT AMENDMENT, AND (C) PLAN SUPPORT AGREEMENT

Upon the motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***") approving the Settlement between the Debtors, Harbin Pharmaceutical Group Holding Co. Ltd., the Ad Hoc Group of Crossover Lenders, the Committee, and the Ad Hoc Group of Convertible Notes, as documented in the Settlement Documentation (attached hereto as **Annex 1**); and this Court having reviewed the Motion and Settlement Documentation; 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*

[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.

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 record of 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 section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019, the Settlement and Settlement Documentation are approved as fair, reasonable, and adequate, and the terms and conditions of the Settlement Documentation are incorporated into this Order as if fully set forth herein; *provided* that approval of the Amended Plan is subject to entry of an order confirming the Amended Plan.

3. The Parties are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Karen B. Owens

Dated: October 8th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

27077349.1

Annex 1

Plan Support Agreement

EXECUTION VERSION

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this "***PSA***" and, together with the Exhibits hereto, this "***Agreement***"), dated as of September 18, 2020 (the "***Agreement Effective Date***"), is entered into by and among the following parties:

(i) GNC Holdings, Inc. ("***GNC***"), 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 Headquarters LLC, Gustine Sixth Avenue Associates, Ltd., General Nutrition Centres Company, GNC Government Services, LLC, GNC Canada Holdings, Inc., GNC Puerto Rico Holdings, Inc., GNC Puerto Rico, LLC, and GNC China Holdco, LLC (each, together with GNC, a "***Company Entity***," and collectively, together with GNC, the "***Company***" or the "***Debtors***");

(ii) each of the undersigned members of the Ad Hoc Group of Convertible Unsecured Notes (the "***Consenting Convertible Noteholders***"); and

(iii) the Official Committee of Unsecured Creditors appointed in the Debtors' chapter 11 bankruptcy cases (the "***Committee***").

The Company, the Consenting Convertible Noteholders and the Committee are referred to as the "***Parties***" and individually as a "***Party***."

WHEREAS, the Company has filed the *Third Amended Joint Chapter 11 Plan of Reorganization of GNC Holdings, Inc. and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code* [Docket No. 849] (the "***Plan***") intended to be consummated in connection with these Chapter 11 Cases.

WHEREAS, the Debtors are seeking Bankruptcy Court approval of the Stalking Horse Agreement in connection with the Sale Transaction intended to be consummated under the Amended Plan (as defined herein), and the other Parties hereto have each agreed to support such Sale Transaction.

WHEREAS, the Parties have in good faith and at arm's length negotiated and agreed to the modifications and amendments to the Plan set forth in the term sheet attached hereto as Exhibit A (the "***Plan Amendment Term Sheet***"; and the Plan as so modified and amended consistent in all respects with the Plan Amendment Term Sheet, the "***Amended Plan***").

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters discussed in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, agree as follows:

1. Certain Definitions.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan. The following terms have the following meanings:

a. "***Agreement***" has the meaning set forth in the preamble hereto.

b. "***Agreement Effective Date***" has the meaning set forth in the preamble hereto.

c. "***Amended Plan***" has the meaning set forth in the recitals to this Agreement.

d. "***Alternative Transaction***" means any dissolution, winding up, liquidation, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets, financing (debt or equity), restructuring, repurchase, refinancing, extension or repayment of a material portion of the Company's funded debt or similar transaction of or by any of the Company Entities, other than the transactions contemplated by and in accordance with this Agreement.

e. "***beneficial ownership***" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, the applicable Claims or Interests or the right to acquire such Claims or Interests.

f. "***Challenge***" has the meaning set forth in the Final DIP Order.

g. "***Committee***" has the meaning set forth in the preamble hereto.

h. "***Committee Termination Event***" has the meaning set forth in Section 6.a of this Agreement.

i. "***Company Termination Event***" has the meaning set forth in Section 6.c of this Agreement.

j. "***Confidentiality Agreement***" has the meaning set forth in Section 3.b(iv) of this Agreement.

k. "***Consenting Convertible Noteholder Termination Event***" has the meaning set forth in Section 6.b of this Agreement.

l. "***Consenting Creditors***" means the Consenting Convertible Noteholders and the Committee.

m. "***Definitive Documents***" has the meaning set forth in Section 2 of this Agreement.

n. "***DIP Liens***" has the meaning set forth in the Final DIP Order.

o. "***DIP Obligations***" has the meaning set forth in the Final DIP Order.

p. "***Effective Date***" means the date on which the Amended Plan becomes effective in accordance with its terms.

q. "***FILO/Term RSA***" means that certain Restructuring Support Agreement, dated as of June 23, 2020, by and among the Company and the Consenting Creditors (as defined in the Plan), as amended, modified or supplemented from time to time.

r. "***General Unsecured Claims***" has the meaning set forth in the Plan.

s. "***Joinder Agreement***" means the form of joinder agreement attached hereto as Exhibit B.

t. "***Mutual Termination Event***" has the meaning set forth in Section 6.d of this Agreement.

u. "***New Convertible Unsecured Notes Indenture***" means that certain indenture to be entered into pursuant to the Stalking Horse Agreement on substantially the terms set forth in the New Convertible Unsecured Notes Term Sheet.

v. "***New Convertible Unsecured Notes Term Sheet***" means the New Convertible Unsecured Notes Term Sheet attached as Exhibit C.

w. "***Party(ies)***" has the meaning set forth in the recitals to this Agreement.

x. "***Permitted Transfer***" has the meaning set forth in Section 3.b of this Agreement.

y. "***Permitted Transferee***" has the meaning set forth in Section 3.b of this Agreement.

z. "***Person***" means an individual, firm, corporation (including any non-profit corporation), partnership, limited partnership, limited liability company, joint venture, association, trust, governmental entity, or other entity or organization.

aa. "***Plan***" has the meaning set forth in the recitals to this Agreement.

bb. "***Plan Amendment Term Sheet***" has the meaning set forth in the recitals to this Agreement.

cc. "***Prepetition Liens***" has the meaning set forth in the Final DIP Order.

dd. "***Prepetition Secured Obligations***" has the meaning set forth in the Final DIP Order.

ee. "***Prepetition Secured Parties***" has the meaning set forth in the Final DIP Order.

ff. "***PSA***" has the meaning set forth in the preamble to this Agreement.

gg. "***Qualified Marketmaker***" has the meaning set forth in Section 3.b(ii) of this Agreement.

hh. "***Representatives***" means, with respect to any Person, such Person's directors, officers, members, partners, managers, employees, agents, investment bankers, attorneys, accountants, advisors, and other representatives.

ii. "***Required Consenting Convertible Noteholders***" means those Consenting Convertible Noteholders holding at least 50.1% in aggregate principal amount of the Convertible Unsecured Notes held by all Consenting Convertible Noteholders, the approval of which may be communicated to the Debtors by email from counsel to the Ad Hoc Group of Convertible Notes, and the Debtors shall be entitled to rely on such email.

jj. "***SHA Fourth Amendment***" means the Fourth Amendment to Stalking Horse Agreement entered into as of Agreement Effective Date in the form attached hereto as Exhibit D.

kk. "***Support Period***" means, with respect to any Party, the period commencing on the Agreement Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated by or with respect to such Party in accordance with Section 6 hereof and (ii) the Effective Date.

ll. "***Termination Events***" has the meaning set forth in Section 6.e of this Agreement.

mm. "***Transfer***" has the meaning set forth in Section 3.b of this Agreement.

2. Definitive Documents.

The following definitive documents shall be subject to the approval of the Debtors, Required Consenting Convertible Noteholders and the Committee (the "***Definitive Documents***"): (a) the Amended Plan (including any amendments, supplements or modifications thereof), but only to the extent inconsistent in any material respect with the Plan Amendment Term Sheet in a manner that is adverse to the Consenting Creditors or the holders of General Unsecured Claims, *provided* that the Committee, through its advisors, shall also have a reasonable opportunity to comment on and revise the Amended Plan, as otherwise necessary, *provided, further*, that such comments and proposed revisions by the Committee shall not be adverse to the underlying material terms of the settlement set forth in this Agreement; (b) the Stalking Horse Agreement (including any amendments, supplements or modifications thereof), but only to the extent inconsistent in any material respect with the terms of the SHA Fourth Amendment in a manner adverse to the Consenting Creditors or the holders of General Unsecured Claims; and (c) the New Convertible Unsecured Notes Indenture (including any amendments, supplements or modifications thereof), but only to the extent inconsistent in any material respect with the New Convertible Unsecured Notes Term Sheet in a manner adverse to the Consenting Creditors or the holders of General Unsecured Claims.

3. Agreements of the Consenting Creditors.

a. Restructuring Support. During the Support Period, subject to the terms and conditions hereof, each Consenting Creditor agrees, severally and not jointly, that it shall:

(i) negotiate in good faith with the Company, its Representatives, and other Consenting Creditors and their respective Representatives, and use commercially reasonable efforts to consummate the transactions contemplated by the Definitive Documents for which its approval or consent is required;

(ii) support and not object (and withdraw any objection or reservation of rights pending on the Agreement Effective Date) to the Amended Plan, including the transactions contemplated by the Amended Plan, the Stalking Horse Agreement (including the SHA Fourth Amendment), and the Sale Transaction, and use commercially reasonable efforts to take any reasonable action necessary or reasonably requested by the Company in a timely manner to effectuate the Sale Transaction or the transactions contemplated by the Amended Plan, *provided* that the Committee's obligation to support the Amended Plan shall not obligate the Committee to file any pleading or document or otherwise affirmatively take any action other than to state its support for the Amended Plan and the Sale Transaction on the record at the hearings thereon; *provided further* that all rights of all Consenting Creditors to assert that any amendment, supplement, or modification of the Definitive Documents is inconsistent with this Agreement or the Plan Amendment Term Sheet are preserved;

(iii) not, directly or indirectly, seek, solicit, support, encourage, propose, assist, consent to, vote for, or enter or participate in any discussions or any agreement regarding any Alternative Transaction;

(iv) support and not object to the continuing validity and enforceability of the Disclosure Statement Order with respect to the Amended Plan and entry of the Confirmation Order in accordance with this Agreement;

(v) not, directly or indirectly, or encourage any other Person to, directly or indirectly, (A) object to, delay, postpone, challenge, oppose, impede, or take any other action or any inaction to interfere with or delay the acceptance, implementation, or consummation of the Stalking Horse Agreement, the Amended Plan and the transactions contemplated by the Stalking Horse Agreement and the Amended Plan including commencing or joining with any Person in commencing any litigation or involuntary case for relief under the Bankruptcy Code against any Company Entity or any subsidiary thereof; (B) solicit, negotiate, propose, file, support, enter into, consummate, file with the Bankruptcy Court, vote for, or otherwise knowingly take any other action in furtherance of any restructuring, workout, plan of arrangement, or plan of reorganization for the Company that is materially inconsistent with the Stalking Horse Agreement or the Amended Plan and the transactions contemplated by this Agreement; (C) exercise any right or remedy for the enforcement, collection, or recovery of any claim against the Company or any direct or indirect subsidiaries of the Company that do not file for chapter 11 relief under the Bankruptcy Code, except in a manner consistent with this Agreement or (D) object to or oppose, or support any other Person's efforts to object to or oppose, any motions filed by the Company that are consistent with this Agreement;

(vi) waive all actual or potential Challenges in respect of the Prepetition Secured Obligations and the DIP Obligations and the related Prepetition Liens of the Prepetition Secured Parties and the DIP Liens of the DIP Agents and the DIP Lenders, and consent to the releases provided in the Final DIP Order in favor of the Prepetition Secured Parties and DIP Agents and DIP Lenders;

(vii) in the case of the Consenting Creditors other than the Committee, who hereby acknowledge prior receipt of the Disclosure Statement (and the other Solicitation Materials) in accordance with the Disclosure Statement Order, (A) timely vote or cause to be voted

any Claims it holds to accept the Amended Plan (to the extent permitted to vote) by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Amended Plan on a timely basis following commencement of the solicitation of acceptances of the Amended Plan in accordance with sections 1125(g) and 1126 of the Bankruptcy Code; (B) except as set forth in this Agreement, not change or withdraw such vote or the elections described below (or cause or direct such vote or elections to be changed or withdrawn) during the Support Period; *provided, however*, that nothing in this Agreement shall prevent any Party from changing, withholding, amending, or revoking (or causing the same) its timely election or vote with respect to the Amended Plan if this Agreement has been duly terminated with respect to such Party; and (C) to the extent it is permitted to elect whether to opt into or opt out of the releases set forth in the Amended Plan, elect to opt into or not elect to opt out of the releases, as applicable, set forth in the Amended Plan by timely delivering its duly executed and completed ballot or ballots indicating such election;

(viii) in the case of the Committee, use commercially reasonable efforts to encourage each of its members to timely vote or cause to be voted any Claims it holds to accept the Amended Plan (to the extent permitted to vote);

(ix) in the case of the Consenting Convertible Noteholders, not direct New York Mellon Trust Company, N.A., the Trustee under the Convertible Unsecured Notes Indenture, to take any action inconsistent with such Consenting Creditor's obligations under this Agreement, and, if such trustee takes any action inconsistent with such Consenting Creditor's obligations under this Agreement, such Consenting Creditor shall use its commercially reasonable efforts (which shall exclude the provision of any indemnity) to request that such trustee cease and refrain from taking any such action; and

(x) to the extent any legal or structural impediment arises that would prevent, hinder or delay the consummation of the Stalking Horse Agreement or the Amended Plan, negotiate with the Ad Hoc Group of Crossover Lenders, the FILO Ad Hoc Group, the Committee and the Debtors in good faith appropriate additional or alternative provisions to address any such impediment.

b. Transfers.

(i) During the Support Period, each Consenting Creditor other than the Committee agrees, solely with respect to itself, that it shall not sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, donate, permit the participation in, or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions) (each, a "***Transfer***") any ownership (including any beneficial ownership) interest in its Claims against any Company Entity, or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in such Claims into a voting trust or by entering into a voting agreement with respect to such Claims), unless (1) the intended transferee is another Consenting Creditor, (2) as of the date of such Transfer, the Consenting Creditor controls such transferee, or (3) the intended transferee executes and delivers to counsel to the Company an executed Joinder Agreement before such Transfer is effective (it being understood that any Transfer shall not be effective as against the Company until notification of such Transfer and a copy of the executed Joinder Agreement (if applicable) is received by counsel to the Company) (each such transfer, a "***Permitted Transfer***" and such party to such Permitted Transfer,

a "***Permitted Transferee***"). Upon satisfaction of the foregoing requirements in this Section 3.b (i) the Permitted Transferee shall be deemed to be a Consenting Creditor hereunder to the same extent as such Permitted Transferee's transferor (it being understood that, for purposes of the foregoing, to the extent the Claims transferred to the Permitted Transferee were transferred by a Qualified Marketmaker (as defined below), the transferor shall be deemed to be the Consenting Party that last held such Claims prior to the Qualified Marketmaker), and, for the avoidance of doubt, a Permitted Transferee is bound as a Consenting Creditor under this Agreement with respect to any and all Claims against, in, any of the Company Entities, whether held at the time such Permitted Transferee becomes a Party or later acquired by such Permitted Transferee, and each Permitted Transferee is deemed to make all of the representations and warranties of a Consenting Creditor set forth in this Agreement, and (ii) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations.

(ii) Notwithstanding anything to the contrary herein, a Consenting Creditor may Transfer any ownership in its Claims against any Company Entity, or any option thereon or any right or interest therein, to a Qualified Marketmaker that acquires Claims against any Company Entity with the purpose and intent of acting as a Qualified Marketmaker for such Claims, and such Qualified Marketmaker shall not be required to execute and deliver to counsel to any Party a Joinder Agreement in respect of such Claims if (A) such Qualified Marketmaker subsequently Transfers such Claims within ten (10) Business Days of its acquisition to an entity that is not an affiliate, affiliated fund, or affiliated entity with a common investment advisor of such Qualified Marketmaker, (B) the transferee otherwise is a Permitted Transferee, and (C) the Transfer otherwise is a Permitted Transfer. To the extent that a Consenting Creditor is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title, or interest in any Claims against any Company Entity that such Consenting Creditor acquires in its capacity as a Qualified Marketmaker from a holder of such Claims who is not a Consenting Creditor without regard to the requirements set forth in Section 3.b hereof. As used herein, the term "***Qualified Marketmaker***" means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company Entities (or enter with customers into long and short positions in claims against the Company Entities), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

(iii) This Agreement shall in no way be construed to preclude the Consenting Creditors from acquiring additional Claims against any Company Entity; *provided*, that (A) if any Consenting Creditor acquires additional Claims against any Company Entity during the Support Period, such Consenting Creditor shall report its updated holdings to the Company within five (5) Business Days of such acquisition, which notice may be deemed to be provided by the filing of a statement with the Bankruptcy Court as required by Rule 2019 of the Federal Rules of Bankruptcy Procedures, including revised holdings information for such Consenting Creditor, and (B) any acquired Claims shall automatically and immediately upon acquisition by a Consenting Creditor be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given).

(iv) This Section 3.b shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Creditor to Transfer any Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a "cleansing letter" or other public disclosure of information (each such executed agreement, a "***Confidentiality Agreement***"), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreement.

(v) Any Transfer made in violation of this Section 3.b shall be void *ab initio*.

(vi) Notwithstanding anything to the contrary in this Section 3, the restrictions on Transfer set forth in this Section 3.b shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

c. Ad Hoc Group of Convertible Unsecured Notes Composition. At the request of the Company or the Committee, which shall not be more frequent than once per month during the Support Period, counsel to the Ad Hoc Group of Convertible Unsecured Notes shall provide counsel to the Company and the Committee with a list of each member of Ad Hoc Group of Convertible Unsecured Notes and such member's holdings of Convertible Unsecured Notes.

4. Additional Provisions Regarding Consenting Creditor Commitments.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall:

a. be construed to prohibit any Consenting Creditor from appearing as a party-in-interest in any matter arising in the Chapter 11 Cases;

b. be construed to prohibit any Consenting Creditor from enforcing any right, remedy, condition, consent, or approval requirement under this Agreement or any Definitive Documents;

c. affect the ability of any Consenting Creditor to consult with any other Consenting Creditor, the Company Entities, or any other party in interest in the Chapter 11 Cases (including any official committee or the United States Trustee) so as long as such consultation and any communications in connection therewith are not materially inconsistent with the Amended Plan, the Stalking Horse Agreement or this Agreement and are not for the purpose of delaying, interfering, impeding, or taking any other action to delay, interfere, or impede, directly or indirectly, the Restructuring or the Sale Transaction, except to the extent such action is to enforce this Agreement or as otherwise permitted under this Agreement;

d. impair or waive the rights of any Consenting Creditor to assert or raise any objection permitted under this Agreement in connection with the Restructuring or the Sale Transaction;

e. prevent any Consenting Creditor from enforcing this Agreement or any other Definitive Document (to the extent it has rights thereunder), or from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, such documents;

f. prohibit any Consenting Creditor from withdrawing its vote to support the Amended Plan from and after a Termination Event as to such Consenting Creditor (other than a Termination Event as a result of the occurrence of the Effective Date); or

g. prevent any Consenting Creditor from taking any action as is necessary to preserve or defend the validity or existence of its Claims against the Company;

provided that, in each case, any such action is not inconsistent with such Consenting Creditor's obligations hereunder. The Parties agree that upon a Termination Event as to a Consenting Creditor (other than a Termination Event as a result of the occurrence of the Effective Date), such Consenting Creditor's vote on the Amended Plan shall automatically be deemed void *ab initio*.

5. Agreements of the Company.

a. Restructuring Support. During the Support Period, subject to the terms and conditions hereof (including Section 9 hereof), the Company shall, and shall cause each of its direct and indirect subsidiaries to implement and consummate the Amended Plan in a timely manner and take any and all commercially reasonable and appropriate actions in furtherance of the Amended Plan, as contemplated under this Agreement.

b. Negative Covenants. The Company agrees that, for the duration of the Support Period, the Company shall not:

(i) take any action materially inconsistent with, or omit to take any action required by, this Agreement or the Amended Plan;

(ii) object to, delay, impede, or take any other action or inaction that could reasonably be expected to interfere with or prevent acceptance, approval, implementation, or consummation of the Restructuring;

(iii) take any action that is inconsistent in any material respect with, or is intended or could reasonably be expected to frustrate or impede approval, implementation and consummation of the Restructuring or the Sale Transaction;

(iv) modify and Definitive Document in any manner requiring the approval of the Required Consenting Convertible Noteholders and the Committee without obtaining such approval; and

(v) file any pleading, motion, declaration, supporting exhibit or Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement, the Amended Plan, or other Definitive Documents, or that could reasonably be expected to frustrate or impede confirmation of the Amended Plan or implementation and consummation of the Restructuring.

6. Termination of Agreement.

a. Committee Termination Events. This Agreement may be terminated by the Committee by the delivery to the Company and the Consenting Creditors of a written notice in accordance with Section 20 hereof upon the occurrence and continuation of any of the following events (each, a "***Committee Termination Event***"):

(i) the breach by any Company Entity of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such breaching Company Entity set forth in this Agreement, in each case, in any material respect and which breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from counsel to the Committee pursuant to Section 20 hereof;

(ii) any representation or warranty in this Agreement made by any Company Entity shall have been untrue in any material respect when made, and such breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from counsel to the Committee pursuant to Section 20 hereof;

(iii) the FILO/Term RSA shall have been terminated;

(iv) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of any material portion of the Restructuring (other than the Sale Transaction) or rendering illegal the Amended Plan or any material portion thereof, and either (A) such ruling, judgment, or order has been issued at the request of or with the acquiescence of any Company Entity, or (B) in all other circumstances, such ruling, judgment, or order has not been reversed or vacated within ten (10) calendar days after such issuance; *provided* that this termination right may not be exercised if the Committee sought or requested such ruling or order in contravention of any obligation set forth in this Agreement;

(v) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner (other than an independent fee examiner) with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) the effect of which would render the Amended Plan incapable of consummation on the terms set forth in this Agreement;

(vi) any Company Entity files or supports (or fails to timely object to) another Person in filing any plan of reorganization, liquidation, dissolution, administration, moratorium, receivership, winding up, bankruptcy, or sale of all or substantially all of the Company's assets other than the Amended Plan or the Stalking Horse Agreement, or takes any corporate action for the purpose of authorizing any of the foregoing, which event remains uncured for a period of five (5) Business Days following the Company's receipt of notice from the Committee pursuant to Section 20 hereof;

(vii) any Company Entity (A) applies for or consents to the appointment of a receiver, monitor, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to any Company Entity or for a substantial part of such

Company Entity's assets, (B) makes a general assignment or arrangement for the benefit of creditors, or (C) takes any corporate action for the purpose of authorizing any of the foregoing;

(viii) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(ix) the Company Entities (i) withdraw the Amended Plan, (ii) publicly announce their intention not to support the Restructuring, (iii) provide notice to counsel to the Consenting Creditors pursuant to Section 9, or (iv) publicly announce, or execute a definitive written agreement with respect, to an Alternative Transaction.

b. Consenting Convertible Noteholder Termination Events. This Agreement may be terminated with respect to the Consenting Convertible Noteholders by the Required Consenting Convertible Noteholders by the delivery to the Company and the Committee of a written notice in accordance with Section 20 hereof upon the occurrence and continuation of any of the following events (each, a "***Consenting Convertible Noteholder Termination Event***"):

(i) the breach by any Company Entity of (A) any affirmative or negative covenant contained in this Agreement or (B) any other obligations of such breaching Company Entity set forth in this Agreement, in each case, in any material respect and which breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from the Required Consenting Convertible Noteholders pursuant to Section 20 hereof;

(ii) any representation or warranty in this Agreement made by any Company Entity shall have been untrue in any material respect when made, and such breach remains uncured (to the extent curable) for a period of five (5) Business Days following the Company's receipt of notice from the Required Consenting Convertible Noteholders pursuant to Section 20 hereof;

(iii) the FILO/Term RSA shall have been terminated;

(iv) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of any material portion of the Restructuring (other than the Sale Transaction) or rendering illegal the Amended Plan or any material portion thereof, and either (A) such ruling, judgment, or order has been issued at the request of or with the acquiescence of any Company Entity, or (B) in all other circumstances, such ruling, judgment, or order has not been reversed or vacated within ten (10) calendar days after such issuance; *provided* that this termination right may not be exercised if a Consenting Convertible Noteholder sought or requested such ruling or order in contravention of any obligation set forth in this Agreement;

(v) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner (other than an independent fee examiner) with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) the effect of which would render the Amended Plan incapable of consummation on the terms set forth in this Agreement;

(vi) any Company Entity files or supports (or fails to timely object to) another Person in filing any plan of reorganization, liquidation, dissolution, administration, moratorium, receivership, winding up, bankruptcy, or sale of all or substantially all of the Company's assets other than the Amended Plan, or takes any corporate action for the purpose of authorizing any of the foregoing, which event remains uncured for a period of five (5) Business Days following the Company's receipt of notice from the Ad Hoc Group of Convertible Unsecured Notes or counsel to the Ad Hoc Group of Convertible Unsecured Notes pursuant to Section 20 hereof;

(vii) any Company Entity (A) applies for or consents to the appointment of a receiver, monitor, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official with respect to any Company Entity or for a substantial part of such Company Entity's assets, (B) makes a general assignment or arrangement for the benefit of creditors, or (C) takes any corporate action for the purpose of authorizing any of the foregoing;

(viii) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable; or

(ix) the Company Entities (i) withdraw the Amended Plan, (ii) publicly announce their intention not to support the Restructuring, (iii) provide notice to counsel to the Consenting Creditors pursuant to Section 9, or (iv) publicly announce, or execute a definitive written agreement with respect, to an Alternative Transaction.

c. Company Termination Events. This Agreement may be terminated by the Company by the delivery to Committee and the Consenting Creditors (or counsel on their behalf) of a written notice in accordance with Section 20 hereof, upon the occurrence and continuation of any of the following events (each, a "***Company Termination Event***"), provided, that the Company is not in breach in any material respect at such time of any of its obligations set forth in this Agreement:

(i) the breach in any material respect by the Committee or one or more of the Consenting Creditors of any of the representations, warranties, or covenants of such Consenting Creditor(s) set forth in this Agreement, which breach remains uncured for a period of ten (10) Business Days after the receipt by the Committee or the applicable Consenting Creditor from the Company of written notice of such breach, which written notice will set forth in reasonable detail the alleged breach;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment, or order enjoining the consummation of or rendering illegal the Amended Plan or any material portion thereof, and either (A) such ruling, judgment, or order has been issued at the request of (or agreement by) a Consenting Creditor, or (B) in all other circumstances, such ruling, judgment, or order has not been reversed or vacated within thirty (30) calendar days after such issuance; *provided* that this termination right may not be exercised by the Company if any Company Entity sought or requested such ruling or order in contravention of any obligation set forth in this Agreement;

(iii) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner (other than an independent fee examiner) with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, or (D) the effect of which would render the Amended Plan incapable of consummation on the terms set forth in this Agreement;

(iv) the board of directors or managers or similar governing body, as applicable, of any Company Entity reasonably and in good faith determines (after consulting with counsel) (A) that continued performance under this Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law or (B) in the exercise of its fiduciary duties to pursue an Alternative Transaction;

(v) the Bankruptcy Court denies entry of the Confirmation Order and such order remains in effect for three (3) Business Days after entry of such order, or the Confirmation Order, the Disclosure Statement Order or any of the orders approving the Definitive Documents are reversed, dismissed, stayed, vacated, reconsidered, modified or amended in a manner that could reasonably be expected to materially interfere with or prevent acceptance, approval, implementation, or consummation of the Restructuring;

(vi) the FILO/Term RSA shall have been terminated; or

(vii) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable.

d. Mutual Termination. This Agreement may be terminated in writing by mutual agreement of the Company Entities, the Committee, and the Required Consenting Convertible Noteholders, each in its respective sole discretion (a "***Mutual Termination Event***").

e. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice upon the occurrence of the Effective Date (collectively with the Committee Termination Events, the Consenting Convertible Noteholder Termination Events, the Company Termination Events, and the Mutual Termination Event, the "***Termination Events***").

f. Effect of Termination. Upon any termination of this Agreement in accordance with this Section 6, this Agreement shall forthwith become null and void and of no further force or effect as to any Party, and each Party shall, except as provided otherwise in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Amended Plan or otherwise, that it would have been entitled to take had it not entered into this Agreement; *provided* that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder that arose prior to the date of such termination or any obligations hereunder that expressly survive termination of this Agreement under Section 14 hereof, and *provided further*, that notwithstanding anything to the contrary herein, the right to

terminate this Agreement under this Section 6 shall not be available to any Party whose failure to fulfil any material obligation under this Agreement has been the cause of, or resulted in, the occurrence of the applicable Termination Event. Upon the termination of this Agreement that is limited in its effectiveness as to an individual Party or Parties in accordance with Section 6: (i) this Agreement shall become null and void and of no further force or effect with respect to the terminated Party or Parties, who shall be immediately released from its or their liabilities, obligations, commitments, undertakings, and agreements under or related to this Agreement and shall have all the rights and remedies that it or they would have had and such Party or Parties shall be entitled to take all actions, whether with respect to the Amended Plan or otherwise, that it or they would have been entitled to take had it or they not entered into this Agreement; *provided,* the terminated Party or Parties shall not be relieved of any liability for breach or non-performance of its or their obligations hereunder that arose prior to the date of such termination or any obligations hereunder that expressly survive termination of this Agreement under Section 14 hereof; and (ii) this Agreement shall remain in full force and effect with respect to all Parties other than the terminated Party or Parties.

g. If the Restructuring is not consummated, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights, and the Parties expressly reserve any and all of their respective rights. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict any right of any Party, or the ability of any Party, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any other Party. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

7. Definitive Documents; Good Faith Cooperation; Further Assurances.

Subject to the terms and conditions described herein, during the Support Period, each Party, severally and not jointly, hereby covenants and agrees to reasonably cooperate with the other Parties in good faith in connection with the negotiation, drafting, execution (to the extent such Party is a party thereto), and delivery of the Definitive Documents. Furthermore, subject to the terms and conditions hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings (*provided* that no Consenting Creditor shall be required to incur any material cost, expense, or liability in connection therewith).

8. Representations and Warranties.

a. Each Party, severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct, and complete as of the date hereof (or, in the case of any Consenting Creditor who becomes a party hereto after the date hereof, as of the date such Consenting Creditor becomes a party hereto):

(i) for each Party other than the Committee, such Party is validly existing and in good standing, to the extent such concept exists in the relevant jurisdiction, under

the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company, or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) for the Committee, the Committee has duly authorized its entry into and execution of this Agreement and performance of its obligations contemplated hereunder;

(iii) the execution, delivery, and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule, or regulation applicable to it, its charter, or bylaws (or other similar governing documents), or (B) conflict with, result in a breach of, or constitute a default under any material contractual obligation to which it is a party (*provided*, *however*, that with respect to the Company, it is understood that commencing the Chapter 11 Cases may result in a breach of or constitute a default under such obligations);

(iv) this Agreement is, and each of the other Definitive Documents to which such Party is a party prior to its execution and delivery will be, duly authorized;

(v) the execution, delivery, and performance by such Party of this Agreement does not and will not require any registration or filing with, consent or approval of or notice to, or other action with or by, any federal, state, or governmental authority or regulatory body, except such filings as may be necessary and/or required by the Bankruptcy Court; and

(vi) this Agreement, and each of the Definitive Documents to which such Party is a party or will be a party following execution and delivery thereof, is or will be (as applicable) the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

b. Each Consenting Convertible Noteholder severally (and not jointly) represents and warrants to the Company that, as of the date hereof (or, if later, as of the date such Consenting Convertible Noteholder becomes a party hereto), (i) such Consenting Convertible Noteholder is the beneficial owner (including following the settlement or consummation of any unsettled trade, agreement or other arrangement to purchase or otherwise acquire any Claims that has been initiated or entered into as of the date hereof and that is separately identified on its signature page hereto) of (or investment manager, advisor, or subadvisor to one or more beneficial owners of) the Claims set forth below its name on the signature page hereto (or below its name on the signature page of a Joinder Agreement for any Consenting Convertible Noteholder that becomes a Party hereto after the date hereof), (ii) such Consenting Convertible Noteholder has (or, following the settlement or consummation of any unsettled trade, agreement or other arrangement to purchase or otherwise acquire any Claims that has been initiated or entered into as of the date hereof, will have), with respect to the beneficial owners of such Claims (as may be set forth on a schedule to such Consenting Convertible Noteholder's signature page hereto), (A) sole investment or voting discretion with respect to such Claims, (B) full power and authority to vote on and

consent to matters concerning such Claims, and to exchange, assign, and transfer such Claims, and (C) full power and authority to bind or act on the behalf of such beneficial owners, (iii) other than pursuant to this Agreement, such Claims are free and clear of any pledge, lien, security interest, charge, claim, option, proxy, voting restriction, right of first refusal, or other limitation on disposition or encumbrance of any kind, that would prevent in any way such Consenting Convertible Noteholder's performance of its obligations contained in this Agreement at the time such obligations are required to be performed, and (iv) such Consenting Convertible Noteholder is not the beneficial owner of (or investment manager, advisor, or subadvisor to one or more beneficial owners of) any other Claims against any Company Entity.

c. Each of the Company Parties (including, as applicable, in their respective capacities as Debtors and reorganized Company Entities) represents and warrants, jointly and severally, that as of the date hereof: except as would not materially adversely affect consummation of the transactions contemplated by this Agreement and the Definitive Documents, there are no legal, regulatory or governmental proceedings pending or, to the knowledge of the Company, threatened to which any Company Entity is or could be a party or to which any of their respective property is or could be subject.

9. Additional Provisions Regarding Company Entities' Commitments.

a. Nothing in this Agreement shall require any director, manager or officer of any Company Entity to violate his, her or its fiduciary duties to such Company Entity. No action or inaction on the part of any director, manager or officer of any Company Entity that such directors, managers or officers reasonably and in good faith believe is required by their fiduciary duties to such Company Entity shall be limited or precluded by this Agreement; *provided, however*, that no such action or inaction shall be deemed to prevent any of the Consenting Creditors from taking actions that they are permitted to take as a result of such actions or inactions, including terminating their obligations hereunder.

b. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 9.a, each Company Entity and its respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (i) consider, respond to, and facilitate Alternative Transactions, (ii) provide access to non-public information concerning any Company Entity to any person or enter into confidentiality agreements or nondisclosure agreements with any person, (iii) maintain or continue discussions or negotiations with respect to Alternative Transactions, (iv) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Transactions, and (v) enter into discussions or negotiations with holders of Claims or Interests, any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other person regarding the Plan or any Alternative Transactions, *provided* that the Company shall promptly inform the Committee of any proposed Alternative Transaction and any discussions or negotiations related to a potential Alternative Transaction.

c. Nothing in this Agreement shall: (i) impair or waive the rights of any Company Entity to assert or raise any objection permitted under this Agreement in connection with the Restructuring or (ii) prevent any Company Entity from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

10. Amendments and Waivers.

During the Support Period, this Agreement, including any exhibits or schedules hereto, may not be waived, modified, amended, or supplemented except in a writing signed by the Company Entities, counsel to the Committee, the Required Consenting Term Lenders, the Required FILO Ad Hoc Group Members, and the Required Consenting Convertible Noteholders, each in its respective sole discretion; *provided* that: (a) any waiver, modification, amendment, or supplement to (i) this Section 10 shall require the prior written consent of each Party in its respective sole discretion; and (ii) the definition of the Required Consenting Convertible Noteholders shall require the prior written consent of each Consenting Convertible Noteholder. Amendments to any Definitive Document shall be governed as set forth in such Definitive Document and pursuant to Section 2. Any consent required to be provided pursuant to Section 2 or this Section 10 may be delivered by email from the applicable Part(ies).

11. Effectiveness.

This Agreement shall become effective and binding on the Parties on the Agreement Effective Date; *provided* that signature pages executed by Consenting Creditors shall be delivered to (a) other Consenting Creditors, and counsel to other Consenting Creditors (if applicable), in a redacted form that removes such Consenting Creditors' holdings of Claims and any schedules to such Consenting Creditors' holdings (if applicable) and (b) the Company and the legal and financial advisors to the Company and the Consenting Creditors in an unredacted form.

12. Governing Law; Jurisdiction; Waiver of Jury Trial.

a. Except to the extent superseded by the Bankruptcy Code, this Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, without giving effect to the conflicts of law principles thereof.

b. Each of the Parties irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in (a) the Bankruptcy Court, for so long as the Chapter 11 Cases are pending, and (b) otherwise, any federal or state court in the Borough of Manhattan, the City of New York, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in the courts described above, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Subject to the foregoing, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any proceeding arising out of or relating to this Agreement, any claim (i) that it is not personally subject to the jurisdiction of the courts as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment

prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (iii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper, or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

c. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. Specific Performance/Remedies.

The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each Party shall be entitled to seek an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party from pursuing other rights and remedies to the extent available under this Agreement, at law, or in equity.

14. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 6 hereof, the agreements and obligations of the Parties set forth in Sections 6.e, 10, 12 through 23 (inclusive), and 24 hereof (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof; *provided* that any liability of a Party for failure to comply with the terms of this Agreement also shall survive such termination.

15. Headings.

The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

16. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators, and representatives; provided that nothing contained in this Section 16 shall be deemed to permit Transfers of interests

in any Claims against any Company Entity other than in accordance with the express terms of this Agreement. If any provision of this Agreement, or the application of any such provision to any person or entity or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. Notwithstanding anything to the contrary in this Agreement, the Parties agree that (a) the representations and warranties of each Consenting Creditor made in this Agreement are being made on a several, and not joint, basis, (b) the obligations of each Consenting Creditor under this Agreement are several, and not joint, obligations of each of them and (c) no Consenting Creditor shall have any liability for the breach of any representation, warranty, covenant, commitment, or obligation by any other Consenting Creditor. For the avoidance of doubt, the obligations arising out of this Agreement are several and not joint with respect to each Consenting Creditor, in accordance with its proportionate interest hereunder, and the Parties agree not to proceed against any Consenting Creditor for the obligations of another.

17. Third-Party Beneficiaries.

The Parties acknowledge that (i) each of the members of the Ad Hoc Group of Crossover Lenders, (ii) each of the members of the FILO Ad Hoc Group, and (iii) Harbin Pharmaceutical Group Holding Co., Ltd., are each a third-party beneficiary to this Agreement and entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. Except as set forth herein, this Agreement shall be solely for the benefit of the Parties, the members of the Ad Hoc Group of Crossover Lenders, the members of the FILO Ad Hoc Group and Harbin Pharmaceutical Group Holding Co., Ltd., and no other person or entity shall be a third-party beneficiary hereof.

18. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto, constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Company and any Consenting Creditor shall continue in full force and effect in accordance with their terms.

19. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

20. Notices.

All notices hereunder shall be deemed given if in writing and delivered, by electronic mail, courier or by registered or certified mail (return receipt requested), to the following addresses (or at such other addresses as shall be specified by like notice), and in all instances shall include a concurrent copy via e-mail to the e-mail addresses set forth below:

(1) If to the Company, to:

GNC Holdings, Inc.
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Tel: (412) 288-4600
Attn: Susan M. Canning, SVP and General Counsel
Email: susan-canning@gnc-hq.com

with a copy to:

Latham & Watkins LLP
330 North Wabash, Suite 2800
Chicago, IL 60611
Attention: Rick Levy (richard.levy@lw.com)
Caroline Reckler (caroline.reckler@lw.com)

with a copy to:

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, California 90067-3019
Attention: Mark Shinderman; Brett Goldblatt
Email address:
MShinderman@Milbank.com
BGoldblatt@Milbank.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew Rosenberg; Jacob Adlerstein
Email Address: arosenberg@paulweiss.com; jadlerstein@paulweiss.com

(2) If to a Consenting Convertible Noteholder, to the addresses or facsimile numbers set forth below such Consenting Convertible Noteholder's signature to this Agreement or the applicable Joinder Agreement, as the case may be,

with a copy to:

DLA Piper LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Thomas R. Califano; R. Craig Martin
Email Address: thomas.califano@us.dlapiper.com; craig.martin@us.dlapiper.com

(3) If to the Committee, to:

Lowenstein Sandler LLP
Attn: Michael S. Etkin; Jeffrey Cohen
1251 Avenue of the Americas, 17th Floor
New York, New York 10020
Email Address: metkin@lowenstein.com; jcohen@lowenstein.com

Any notice given by electronic mail, facsimile, delivery, mail, or courier shall be effective when received.

21. Reservation of Rights; No Admission.

a. Nothing contained herein shall (i) limit (A) the ability of any Party to consult with other Parties, or (B) the rights of any Party under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, including the right to appear as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as such consultation or appearance is consistent with such Party's obligations hereunder; (ii) limit the ability of any Consenting Creditor to sell or enter into any transactions in connection with the Claims, or any other claims against or interests in the Company, subject to the terms of Section 3.b hereof; or (iii) constitute a waiver or amendment of any provision of any applicable credit agreement or indenture or any agreements executed in connection with such credit agreement or indenture.

b. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Company or any of its affiliates and subsidiaries. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence, and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

22. Relationship Among Consenting Creditors.

It is understood and agreed that no Consenting Creditor has any duty of trust or confidence in any kind or form with any other Consenting Creditor, and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Consenting Creditor may trade in the debt of the Company without the consent of the Company or any other Consenting Creditor, subject to applicable securities laws, the terms of this Agreement, and any Confidentiality Agreement entered into with the Company; *provided* that no Consenting Creditor shall have any responsibility for any such trading by any other Consenting Creditor by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Consenting Creditors shall in any way affect or negate this understanding and agreement.

23. No Solicitation; Representation by Counsel; Adequate Information.

a. This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Amended Plan in the Chapter 11 Cases. The acceptances of the Consenting Creditors with respect to the Amended Plan will not be solicited until such Consenting Creditors have received the Disclosure Statement and Solicitation Materials.

b. Each Party acknowledges that it has had an opportunity to receive information from the Company and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

c. Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation or acceptance of a chapter 11 plan of reorganization or an offering of securities, each Consenting Creditor (other than the Committee) acknowledges, agrees, and represents to the other Parties that it (i) is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act of 1933, (ii) understands that any securities to be acquired by it pursuant to the Amended Plan have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Creditor's representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available, and (iii) has such knowledge and experience in financial and business matters that such Consenting Creditor is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Amended Plan and understands and is able to bear any economic risks with such investment.

24. Interpretation.

For purposes of this Agreement:

a. in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

b. capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

c. unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

d. unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

e. unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribe or allowed herein. If any payment, distribution, act or deadline under the Amended Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act, or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date;

f. unless otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

g. the words "herein," "hereof," and "hereto" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

h. captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

i. references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company laws; and

j. the use of "include" or "including" is without limitation, whether stated or not.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

COMPANY ENTITIES

GNC Holdings, Inc.
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 Headquarters LLC
Gustine Sixth Avenue Associates, Ltd.
General Nutrition Centres Company
GNC Government Services, LLC
GNC Canada Holdings, Inc.
GNC Puerto Rico Holdings, Inc.
GNC Puerto Rico, LLC
GNC China Holdco, LLC

By: Tricia Tolivar
Name: Tricia Tolivar
Title: Chief Financial Officer

COMMITTEE:

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF GNC HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN POSSESSION

By: _____

LOWENSTEIN SANDLER LLP
Counsel to the Committee

CONSENTING CONVERTIBLE NOTEHOLDER:

By: _____

Name: Lee Choo Hak

Title: Authorized signatory

Notice Address:

c/o Cowell & Lee Capital Management Limited
Room 1501 Ruttonjee House, 11 Duddell Street, Central,
Hong Kong

Email address(es):
chlee@cowellandlee.com
operations@cowellandlee.com

Aggregate Principal Amounts Beneficially Owned or Managed on Account of: Cowell & Lee Asia Credit Opportunities Fund	
Convertible Unsecured Notes	[redacted]
Other Company Claims	

CONSENTING CONVERTIBLE NOTEHOLDER:

By: CREDIT SUISSE (HONG KONG) LIMITED

Name: DALLAS LEE

Title: Alexander Jeffery
Authorised Signatory
DALLAS LEE
Authorised signatory

Notice Address:
Level 91 International Commerce Centre
1 Austin Road West, Kowloon, HONG KONG

Email address(es): atul.ghorde@credit-suisse.com
chris.howe@credit-suisse.com
dallas.lee@credit-suisse.com

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
Convertible Unsecured Notes Principal + Accrued Interest	[redacted]
Other Company Claims	

CONSENTING CONVERTIBLE NOTEHOLDER:

By: _____

Mounir MATI
Signataire autorisé - Authorized Signatory
Crédit Industriel et Commercial

Name:Mati Mounir

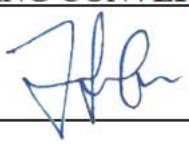
Title:In house lawyer

Notice Address:To the attention of Steve Grubor
Credit Industriel et Commercial
CIC-Marchés
31 rue Jean Wenger Valentin
F-67000 Strasbourg
France

Email address(es): steve.grubor@cic.fr;david.weyland@cic.fr;mounir.mati@cic.fr

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
Convertible Unsecured Notes	[redacted]
Other Company Claims	

CONSENTING CONVERTIBLE NOTEHOLDER:

By: 

Name: Jonathan Green

Title: Partner

Notice Address: 1114 Avenue of the Americas, Fl. 28
New York, NY 10036

Email address(es): jgreen@luxorcap.com

Aggregate Principal Amounts Beneficially Owned or Managed on Account of:	
Convertible Unsecured Notes	[redacted]
Other Company Claims	

EXHIBIT A

Plan Amendment Term Sheet

IN RE GNC HOLDINGS, INC., *ET AL.*

PLAN AMENDMENT TERM SHEET

THIS PLAN AMENDMENT TERM SHEET (THIS "TERM SHEET") SUMMARIZES CERTAIN MODIFICATIONS AND AMENDMENTS TO BE MADE TO THAT CERTAIN THIRD AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF THE DEBTORS [DOCKET NO. 849] (INCLUDING ALL EXHIBITS AND SUPPLEMENTS THERETO, AND AS MODIFIED OR AMENDED FROM TIME TO TIME, THE "PLAN") IN RESPECT OF A SETTLEMENT AND COMPROMISE OF ALL CLAIMS AND CAUSES OF ACTION ASSERTED BY AND AMONG THE COMMITTEE, THE AD HOC GROUP OF CROSSOVER LENDERS, THE FILO AD HOC GROUP, THE AD HOC GROUP OF CONVERTIBLE NOTES AND THE DEBTORS, INCLUDING, WITHOUT LIMITATION, A RELEASE AND WAIVER OF ALL CHALLENGES (AS DEFINED IN THE FINAL DIP ORDER) THAT THE COMMITTEE HAS OR COULD HAVE ASSERTED IN RESPECT OF THE PREPETITION SECURED OBLIGATIONS AND DIP OBLIGATIONS (INCLUDING THE ROLL-UP DIP TERM CLAIMS AND THE ABL FILO ROLL-UP AMOUNT; EACH AS DEFINED IN THE FINAL DIP ORDER) AND THE RELATED PREPETITION LIENS OF THE PREPETITION SECURED PARTIES AND THE DIP LIENS OF THE DIP AGENTS AND THE DIP LENDERS (EACH AS DEFINED IN THE FINAL DIP ORDER), AND SHALL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN, INCLUDING THE FILING OF A MODIFIED PLAN CONSISTENT WITH THIS TERM SHEET.

Unless otherwise indicated, capitalized terms used but not defined in this Term Sheet shall have the meanings ascribed to them in the Plan.

SUMMARY OF PLAN AMENDMENTS	
Cash For Distribution to Holders of General Unsecured Claims; Convenience Class	In the event of a Sale Transaction, $4.5 million of cash shall be distributed pursuant to the Committee's election after payment of allowed Ad Hoc Group of Convertible Notes Professional Fees up to a cap of $750,000 (in excess of the first $250,000 of such fees that are to be allowed and paid by the Debtors' estates or the Tranche B-2 Term Lenders). The remainder of the $4.5 million of cash shall be divided as directed by the Committee between (i) the holders of Class 4 General Unsecured Claims (but not holders of Tranche B-2 Term Loan Deficiency Claims, which shall be waived for purposes of distribution under the Plan, or holders of Convertible Unsecured Notes Claims that are members of the Ad Hoc Group of Convertible Notes, which shall not be entitled to share in such cash distributions), and (ii) a new convenience class (the "Convenience Class") to include general unsecured claims of $30,000 or less (including any general unsecured claim in a greater amount for which the holder elects to be included in the Convenience Class by reducing its claim to $30,000), *provided* that the Committee may elect to reallocate any portion of the $4.5 million of cash to increase the Wind-Down Amount. In the event of a Restructuring, (i) the cash component of Class 4 Contingent Rights shall be increased to $4.0 million (from $2.5 million), and (ii) the cash distribution to Class 4 claimants shall be increased to $2.5 million (from $1.0 million presently

	set forth in Art. III.B.4(c)(i)(B) of the Plan) to be distributed as directed by the Committee (but not to holders of Tranche B-2 Term Loan Deficiency Claims, which shall be waived for purposes of distribution under the Plan). In addition, in the event, after good faith negotiations between the Committee and the Ad Hoc Group of Convertible Notes, a portion of the $2.5 million of cash distributions to Class 4 claimants is agreed to be used for payment of Ad Hoc Group of Convertible Notes Professional Fees in excess of the first $250,000 of such fees that are to be allowed and paid by the Debtors' estates or the Tranche B-2 Term Lenders, the amount of any such payment shall be paid from said $2.5 million.
Class 4 Conditions	The Class 4 Conditions shall be eliminated, *provided* that each of the members of the Committee (solely in their capacity as members of the Committee), by and through counsel for the Committee, and each of the members of the Ad Hoc Group of Convertible Notes shall execute a plan support agreement reasonably acceptable to the Ad Hoc Group of Crossover Lenders, the FILO Ad Hoc Group and the Debtors (the "Committee/Converts PSA"), which shall provide that (i) each party shall support the Sale Transaction and the Plan (as modified to reflect the terms of this Term Sheet), (ii) each member of the Ad Hoc Group of Convertible Notes shall vote all of its claims to accept the Plan, and (iii) the Committee and Ad Hoc Group of Convertible Notes shall each waive all actual or potential Challenges that the Committee and Ad Hoc Group of Convertible Notes each has or could have asserted in respect of the Prepetition Secured Obligations and the DIP Obligations (including the Roll-Up DIP Term Claims and the ABL FIL Roll-Up Amount) and the related Prepetition Liens of the Prepetition Secured Parties and the DIP Liens of the DIP Agents and the DIP Lenders, and each shall consent to the releases provided in the Final DIP Order in favor of the Prepetition Secured Parties and DIP Agents and DIP Lenders (each defined term used in this clause (iii) as defined in the Final DIP Order).
Tranche B-2 Term Loan Deficiency Claims	Holders of Tranche B-2 Term Loan Deficiency Claims that are party to the Restructuring Support Agreement shall vote all of their claims to accept the Plan, but all holders of Tranche B-2 Term Loan Deficiency Claims shall or shall be deemed to waive any distribution under the Plan in respect of such claims.
Convertible Unsecured Notes Claims	In the event of a Sale Transaction, the holders of Convertible Unsecured Note Claims that are members of the Ad Hoc Group of Convertible Notes shall receive their ratable share of the non-cash portion of the distributions to be made to holders of Class 4 Claims, but shall not receive, and shall be deemed to have waived any right to receive, any portion of the cash portion of the distribution to holders of Class 4 Claims.
Professional Fees of Advisors to Ad Hoc Group of Convertible Notes	The professional fees of Jefferies and DLA Piper, as advisors to the Ad Hoc Group of Convertible Notes (the "Ad Hoc Group of Convertible Notes Professional Fees") shall be treated as follows: (i) $250,000 of the Ad Hoc Group of Convertible Notes Professional Fees shall be allowed and shall be paid by the Debtors' estates or the Tranche B-2 Term Lenders; and (ii) in the event of a Sale Transaction, (x) any amounts in excess of $250,000, but not to exceed an additional $750,000 (for an aggregate cap of $1,000,000) shall be allowed and shall be paid from the $4.5 million of cash allocated for general unsecured creditors and to be distributed pursuant to the Committee's election as set forth above, and (y) in the event of a Restructuring, payment of any amounts in excess of $250,000 shall be negotiated in

	good faith by the Committee and the Ad Hoc Group of Convertible Notes and, to the extent agreed, paid from the $2.5 million in cash distributions to Class 4 claimants. In no circumstance shall additional amounts be funded by the Debtors' estates for the payment of Ad Hoc Group of Convertible Notes Professional Fees, whether in connection with a Sale Transaction or a Restructuring, and the rights of the Ad Hoc Group of Convertible Notes and its professionals to seek payment of any portion of the Ad Hoc Group of Convertible Notes Professional Fees shall be reserved in all circumstances other than with respect to a Sale Transaction or a Restructuring.
Wind-Down Matters	The Wind-Down Amount shall be capped at $3.0 million (increased from a minimum of $2.5 million) and shall be used to pay the types of disbursements set forth in the Wind-Down Budget, which shall be in form and substance reasonably acceptable to the Committee and shall include, without limitation, the costs of claims reconciliation and administration. The Committee shall select the Plan Administrator, who shall be charged with the winding down of the Chapter 11 Cases. The Plan Administrator shall be responsible for filing the final tax returns and otherwise discharging the responsibilities set forth in the Plan and Wind-Down Budget. The compensation of the Plan Administrator shall be determined by the Committee.
Amendment to APA; Franchisee Agreements	The Stalking Horse Agreement shall be amended on the terms set forth in the Fourth Amendment to Stalking Horse Agreement, which shall be attached as an exhibit to the Committee/Converts PSA and shall provide for issuance by ZT Biopharmaceutical LLC of the non-cash consideration in the form of the "Regular Note" and the "Convertible Notes" as agreed to by the Committee, the Debtors and Harbin. In addition, the Stalking Horse Agreement and the Plan shall provide that, if a franchisee cannot provide adequate assurance of future performance satisfactory to the landlord, Harbin has the option to (i) take an assignment of the applicable primary lease and the franchise agreement, or (ii) reject the primary lease, the sublease and the corresponding franchise agreement.

EXHIBIT B

Form of Joinder Agreement

The undersigned hereby acknowledges that it has reviewed and understands the Plan Support Agreement (as amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "***Agreement***") dated as of [___], 2020 by and among (i) GNC Holdings, Inc. ("***GNC***"), 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 Headquarters LLC, Gustine Sixth Avenue Associates, Ltd., General Nutrition Centres Company, GNC Government Services, LLC, GNC Canada Holdings, Inc., GNC Puerto Rico Holdings, Inc., GNC Puerto Rico, LLC, and GNC China Holdco, LLC (each, together with GNC, a "***Company Entity***," and collectively, and together with GNC, the "***Company***"), and (ii) the Consenting Creditors, and agrees to be bound as a Consenting Creditor by the terms and conditions thereof binding on the Consenting Creditors with respect to all Claims and Interests held by the undersigned.[1]

The undersigned hereby makes the representations and warranties of the Consenting Creditors set forth in the Agreement to each other Party, effective as of the date hereof.

This joinder agreement shall be governed by the governing law set forth in the Agreement.

Date: _____

[CONSENTING CREDITOR]

By:_____
Name:_____
Title:_____
Address:_____

Claims under the [_____]: $_____

Other Claims: $_____

[1] Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

EXHIBIT C

New Convertible Unsecured Notes Term Sheet

Notes Term Sheet

2.25% PIK Subordinated Convertible Notes

2.25% PIK Subordinated Notes

Set forth below is a summary of indicative terms relating to the proposed 2.25% PIK Subordinated Convertible Notes due 2028 (the "**Convertible Notes**") and the 2.25% PIK Subordinated Notes due 2028 (the "**Regular Notes**" and, together with the Convertible Notes, the "**Notes**"). This Term Sheet is for discussion and settlement purposes and is subject to the provisions and protections of Rule 408 of the Federal Rules of Evidence and other similar applicable statutes or doctrines protecting against the disclosure of confidential information and information exchanged in the context of settlement discussions (in each case, whether legal, equitable, or otherwise and whether federal, state, or otherwise). Nothing in this Term Sheet is (nor shall it be construed as) an admission of fact or liability, a stipulation or a waiver, or binding on ZT Biopharmaceutical LLC or its affiliates. Each statement contained herein is made without prejudice, with a full reservation of all rights, remedies, claims and defenses. This Term Sheet is not (nor shall it be construed as) (i) an offer or a solicitation of an offer with respect to any security, option, commodity, future, loan or currency, (ii) a commitment to underwrite any security, to loan any funds or to make any investment, or (iii) a solicitation of acceptance or rejection of a Chapter 11 Plan of reorganization pursuant to the Bankruptcy Code. Any such offer or solicitation will be made only in compliance with all applicable laws (including, without limitation, securities laws and provisions of the bankruptcy code). This Term Sheet and the transactions described herein are subject in all respects to, among other things, negotiation, execution and delivery of definitive documentation and satisfaction or waiver of the conditions precedent set forth herein and therein.

Issuer.....	ZT Biopharmaceutical LLC (the "**Issuer**"), a Delaware limited liability company, which holds 100% of the equity interests of [GNC Holdings, LLC].
Guarantors.....	None.
Notes	$15,000,000 aggregate principal amount of 2.25% PIK Subordinated Convertible Notes due 2028 (the "**Convertible Notes**"). $5,000,000 aggregate principal amount of 2.25% PIK Subordinated Notes due 2028 (the "**Regular Notes**").
Maturity Date.....	October 15, 2028, unless earlier repurchased, redeemed or converted (the "**Maturity Date**").
Interest	2.25% per annum payable annually in arrears, which shall be paid by increasing the principal amount of the outstanding Notes on October 15 of each year, beginning October 15, 2021. Interest will accrue from the issue date of the Notes.
Conversion of Convertible Notes	On or after June 30, 2023 and until the close of business on the business day immediately preceding the Maturity Date, the Issuer may convert all or any portion of the Convertible Notes, in multiples of $1,000 principal amount, at the option of the Issuer regardless of the foregoing circumstances. On the Maturity Date, the Convertible Notes will be mandatorily convertible into the Issuer's shares of common stock of the Issuer (the "Shares"). On any date of determination, the conversion rate per $1,000 principal amount of Convertible Notes shall be, subject to adjustment to be agreed in the transaction documentation, equal to the quotient of $1,000 *divided* by the Conversion Price. Upon conversion, the Issuer will deliver the number of Shares to the converting holders at the conversation rate per $1,000 principal amount of Convertible Notes (including any PIK interest) held by such holders and, upon conversion, the Convertible Notes will be cancelled. The "**Conversion Price**" means, as of any date of determination, the quotient of $2.25 billion *divided* by the fully-diluted outstanding number of Shares (subject to the anti-dilution

provisions to be agreed by the Issuer and the holder of the Convertible Notes or its designated or authorized agent in the transaction documents).

In addition, following certain corporate events that occur prior to the Maturity Date, the Issuer will increase the conversion rate for a holder to the extent the Issuer elects to convert the Notes in connection with such a corporate event in certain circumstances.

The holders will not receive any additional cash payment, additional Notes or additional Shares representing accrued and unpaid interest, if any, upon conversion of a Note, except in limited circumstances. Instead, interest will be deemed to be paid by the Shares delivered to holders upon conversion of a Note.

Redemption.....	At any time and from time to time after the six-year anniversary of the issue date, the Issuer may redeem or repurchase the (i) Convertible Notes and/or the converted Shares if such Shares have been issued, at the fair market value of such Convertible Notes or Shares (which fair market value shall be determined by an independent third-party appraiser experienced in the valuation of debt and equity securities and reasonably selected by the Issuer and the holder of the Convertible Notes or its designated or authorized agent) and (ii) the Regular Notes at the face value of such Regular Notes, plus accrued and unpaid interest.
Fundamental Change	If the Issuer undergoes a "fundamental change" (to be defined in a manner no more restrictive to the Issuer than the "change of control" definition in the BOC Facilities Agreement and the Second Lien Credit Agreement), subject to certain conditions and the subordination arrangements with respect to the BOC Facilities Agreement and the Second Lien Credit Agreement, holders may require the Issuer to repurchase for cash all or part of their Notes in principal amounts of $1,000 or an integral multiple thereof. The fundamental change repurchase price for each series of Notes will be equal to 100% of the principal amount of Notes of such series to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.
Ranking.....	The Notes will be the Issuer's unsecured obligations and will rank: • junior in right of payment to its indebtedness and other liabilities under the BOC Facilities Agreement (and related finance documents) pursuant to contractual subordination terms to be agreed with and acceptable to the creditors of such financial indebtedness and to the Issuer's indebtedness and other liabilities under the Second Lien Credit Agreement (and related finance documents) and the IVC Junior Subordinated Loan (and related finance documents); • equal in right of payment to any of its unsecured indebtedness that also so subordinated; • effectively junior in right of payment to any of its secured indebtedness to the extent of the value of the assets securing such indebtedness; and • structurally junior to all indebtedness and other liabilities (including trade payables) of the Issuer's subsidiaries.
Covenants.....	None, other than with respect to payment of principal and interest when due.
No Registration Rights; Transfer Restrictions.....	None. The Issuer is not required and does not intend to register for the resale the Notes or the Shares issuable upon conversion of the Notes under the Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction. As a result, the Notes will be subject to restrictions on transferability and resale and holders may only resell the Notes or Shares issued upon conversion of the Notes, if any, pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws.

Absence of a Public Market for the Notes	The Notes are new securities and there is currently no established market for the Notes. Accordingly, the Issuer cannot assure you as to the development or liquidity of any market for the Notes. The Issuer is not required and does not intend to apply for a listing of the Notes on any securities exchange or any automated dealer quotation system.
Trustee, Paying Agent and Conversion Agent	To be selected by the Issuer in its reasonable discretion.
Governing Law	New York law will govern the indenture and the Notes.

EXHIBIT D

SHA Fourth Amendment

EXECUTION VERSION

FOURTH AMENDMENT
TO
STALKING HORSE AGREEMENT

This Fourth Amendment to Stalking Horse Agreement (this "Amendment"), is made and entered into as of September 17, 2020 by and among GNC Holdings, Inc., a Delaware corporation (the "Seller"), on behalf of itself and the other Selling Entities, and Harbin Pharmaceutical Group Holding Co., Ltd., a corporation incorporated in the People's Republic of China (the "Buyer", together with the Seller and the other Selling Entities, the "Parties" and each, a "Party"), and amends the Stalking Horse Agreement, dated as of August 7, 2020, by and among the Selling Entities and the Buyer, as amended by that certain First Amendment dated as of August 15, 2020, that certain Second Amendment dated as of August 19, 2020 and that certain Third Amendment dated as of September 8, 2020 (collectively, the "Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Parties, in accordance with Section 10.1 of the Agreement, wish to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Addition of Exhibit G**. The Agreement is hereby amended by adding the exhibit attached hereto as Exhibit A as the new Exhibit G to the Agreement.

2. **Amendments to Section 1.1**.

   (a) The definition of "Convertible Notes Issuance" is hereby deleted in its entirety and replaced with:

   "Notes Issuance" means the issuance by ZT Biopharmaceutical LLC of $20 million in aggregate principal amount of subordinated PIK notes, which shall be on the terms set forth in Exhibit G and otherwise in form and substance reasonably acceptable to the Buyer and the Official Committee of Unsecured Creditors, that shall be available for distribution to the unsecured creditors under a plan of reorganization on terms consistent with the Plan Support Agreement, dated as of September 17, 2020 (the "PSA" and the Plan Amendment Term Sheet (as defined in the PSA)).

   (b) The definition of "Unsecured Creditor Consideration Trigger Event" in hereby deleted in its entirety.

3. **Amendment to Section 3.1(a)(iii)**. Section 3.1(a)(iii) of the Agreement is hereby amended by deleting the bolded text with strikethrough (indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

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

4. **Amendment to Section 3.1(c)**. Section 3.1(c) of the Agreement is hereby amended by (x) adding the double-underlined bolded text (indicated textually in the same manner as the following example: **double-underlined bolded text**) and (y) deleting the bolded text with strikethrough

(indicated textually in the same manner as the following example: ~~**bolded text with strikethrough**~~), as follows:

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

5. **Addition of Section 7.21**. Article VII of the Agreement is hereby amended by adding a new Section 7.21 immediately after Section 7.20 as follows:

> Section 7.21. At the Closing, Buyer shall acquire and/or assume Real Property Leases for no fewer than 1,400 retail stores; provided, however, Buyer shall have no obligation to keep such retail stores open after the Closing Date.

6. **Effect of Amendment**. Expect as expressly amended by the foregoing, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect. Whenever the Agreement is referred to in the Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Agreement as amended by this Amendment. Notwithstanding the foregoing, references to the date of the Agreement, and references to "the date hereof" and "the date of this Agreement" or words of like import shall continue to refer to August 7, 2020.

7. **Counterparts**. This Amendment may be executed by facsimile or other electronic signature (including portable document format) and in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, electronic mail or otherwise) to the other Parties.

8. **Governing Law; Jurisdiction**. The terms set forth in each of Section 10.1 (*Amendment and Modification*), Section 10.3 (*Notices*), Section 10.4 (*Assignment*), Section 10.5 (*Severability*), Section 10.6 (*Governing Law*), Section 10.9 (*Submission to Jurisdiction; WAIVER OF JURY TRIAL*), Section 10.12 (*Entire Agreement*), Section 10.13 (*Remedies*) and Section 10.17 (*Mutual Drafting*) of the Agreement are incorporated herein by reference *mutatis mutandis* as if set forth herein.

[*Signature pages follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to the Stalking Horse Agreement to be executed as of the date first written above.

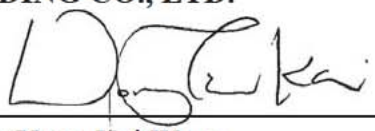
GNC HOLDINGS, INC., on behalf of itself and the other Selling Entities

By: Tricia K. Tolivar

Name: Tricia K. Tolivar

Title: Executive Vice President and Chief Financial Officer

HARBIN PHARMACEUTICAL GROUP HOLDING CO., LTD.

By: 

Name: Yong Kai Wong
Title: General Manager

EXHIBIT G

Subordinated PIK Notes Term Sheet

[To come]

Notes Term Sheet

2.25% PIK Subordinated Convertible Notes

2.25% PIK Subordinated Notes

Set forth below is a summary of indicative terms relating to the proposed 2.25% PIK Subordinated Convertible Notes due 2028 (the "**Convertible Notes**") and the 2.25% PIK Subordinated Notes due 2028 (the "**Regular Notes**" and, together with the Convertible Notes, the "**Notes**"). This Term Sheet is for discussion and settlement purposes and is subject to the provisions and protections of Rule 408 of the Federal Rules of Evidence and other similar applicable statutes or doctrines protecting against the disclosure of confidential information and information exchanged in the context of settlement discussions (in each case, whether legal, equitable, or otherwise and whether federal, state, or otherwise). Nothing in this Term Sheet is (nor shall it be construed as) an admission of fact or liability, a stipulation or a waiver, or binding on ZT Biopharmaceutical LLC or its affiliates. Each statement contained herein is made without prejudice, with a full reservation of all rights, remedies, claims and defenses. This Term Sheet is not (nor shall it be construed as) (i) an offer or a solicitation of an offer with respect to any security, option, commodity, future, loan or currency, (ii) a commitment to underwrite any security, to loan any funds or to make any investment, or (iii) a solicitation of acceptance or rejection of a Chapter 11 Plan of reorganization pursuant to the Bankruptcy Code. Any such offer or solicitation will be made only in compliance with all applicable laws (including, without limitation, securities laws and provisions of the bankruptcy code). This Term Sheet and the transactions described herein are subject in all respects to, among other things, negotiation, execution and delivery of definitive documentation and satisfaction or waiver of the conditions precedent set forth herein and therein.

Issuer.....	ZT Biopharmaceutical LLC (the "**Issuer**"), a Delaware limited liability company, which holds 100% of the equity interests of [GNC Holdings, LLC].
Guarantors.....	None.
Notes	$15,000,000 aggregate principal amount of 2.25% PIK Subordinated Convertible Notes due 2028 (the "**Convertible Notes**"). $5,000,000 aggregate principal amount of 2.25% PIK Subordinated Notes due 2028 (the "**Regular Notes**").
Maturity Date.....	October 15, 2028, unless earlier repurchased, redeemed or converted (the "**Maturity Date**").
Interest	2.25% per annum payable annually in arrears, which shall be paid by increasing the principal amount of the outstanding Notes on October 15 of each year, beginning October 15, 2021. Interest will accrue from the issue date of the Notes.
Conversion of Convertible Notes	On or after June 30, 2023 and until the close of business on the business day immediately preceding the Maturity Date, the Issuer may convert all or any portion of the Convertible Notes, in multiples of $1,000 principal amount, at the option of the Issuer regardless of the foregoing circumstances. On the Maturity Date, the Convertible Notes will be mandatorily convertible into the Issuer's shares of common stock of the Issuer (the "Shares"). On any date of determination, the conversion rate per $1,000 principal amount of Convertible Notes shall be, subject to adjustment to be agreed in the transaction documentation, equal to the quotient of $1,000 *divided* by the Conversion Price. Upon conversion, the Issuer will deliver the number of Shares to the converting holders at the conversation rate per $1,000 principal amount of Convertible Notes (including any PIK interest) held by such holders and, upon conversion, the Convertible Notes will be cancelled. The "**Conversion Price**" means, as of any date of determination, the quotient of $2.25 billion *divided* by the fully-diluted outstanding number of Shares (subject to the anti-dilution

provisions to be agreed by the Issuer and the holder of the Convertible Notes or its designated or authorized agent in the transaction documents).

In addition, following certain corporate events that occur prior to the Maturity Date, the Issuer will increase the conversion rate for a holder to the extent the Issuer elects to convert the Notes in connection with such a corporate event in certain circumstances.

The holders will not receive any additional cash payment, additional Notes or additional Shares representing accrued and unpaid interest, if any, upon conversion of a Note, except in limited circumstances. Instead, interest will be deemed to be paid by the Shares delivered to holders upon conversion of a Note.

Redemption.....	At any time and from time to time after the six-year anniversary of the issue date, the Issuer may redeem or repurchase the (i) Convertible Notes and/or the converted Shares if such Shares have been issued, at the fair market value of such Convertible Notes or Shares (which fair market value shall be determined by an independent third-party appraiser experienced in the valuation of debt and equity securities and reasonably selected by the Issuer and the holder of the Convertible Notes or its designated or authorized agent) and (ii) the Regular Notes at the face value of such Regular Notes, plus accrued and unpaid interest.
Fundamental Change	If the Issuer undergoes a "fundamental change" (to be defined in a manner no more restrictive to the Issuer than the "change of control" definition in the BOC Facilities Agreement and the Second Lien Credit Agreement), subject to certain conditions and the subordination arrangements with respect to the BOC Facilities Agreement and the Second Lien Credit Agreement, holders may require the Issuer to repurchase for cash all or part of their Notes in principal amounts of $1,000 or an integral multiple thereof. The fundamental change repurchase price for each series of Notes will be equal to 100% of the principal amount of Notes of such series to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.
Ranking.....	The Notes will be the Issuer's unsecured obligations and will rank: • junior in right of payment to its indebtedness and other liabilities under the BOC Facilities Agreement (and related finance documents) pursuant to contractual subordination terms to be agreed with and acceptable to the creditors of such financial indebtedness and to the Issuer's indebtedness and other liabilities under the Second Lien Credit Agreement (and related finance documents) and the IVC Junior Subordinated Loan (and related finance documents); • equal in right of payment to any of its unsecured indebtedness that also so subordinated; • effectively junior in right of payment to any of its secured indebtedness to the extent of the value of the assets securing such indebtedness; and • structurally junior to all indebtedness and other liabilities (including trade payables) of the Issuer's subsidiaries.
Covenants.....	None, other than with respect to payment of principal and interest when due.
No Registration Rights; Transfer Restrictions.....	None. The Issuer is not required and does not intend to register for the resale the Notes or the Shares issuable upon conversion of the Notes under the Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction. As a result, the Notes will be subject to restrictions on transferability and resale and holders may only resell the Notes or Shares issued upon conversion of the Notes, if any, pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws.

Absence of a Public Market for the Notes	The Notes are new securities and there is currently no established market for the Notes. Accordingly, the Issuer cannot assure you as to the development or liquidity of any market for the Notes. The Issuer is not required and does not intend to apply for a listing of the Notes on any securities exchange or any automated dealer quotation system.
Trustee, Paying Agent and Conversion Agent	To be selected by the Issuer in its reasonable discretion.
Governing Law	New York law will govern the indenture and the Notes.

Schedule "M"
Litigation Removal Extension Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
GNC HOLDINGS, INC., *et al.*,	Case No. 20-11662 (KBO)
Debtors.[1]	(Jointly Administered)
	Docket Ref. No. 1231

ORDER (I) EXTENDING THE DEADLINE BY WHICH THE DEBTORS MAY REMOVE CERTAIN ACTIONS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "***Motion***")[2] of the Debtors for an order (this "***Order***"), for entry of an order (i) extending by 120 days the deadline by which the Debtors may file notices of removal (the "***Removal Deadline***") from September 21, 2020 through and including January 19, 2021, without prejudice to the Debtors' ability to request additional extensions to the Removal Deadline should it become necessary to do so and (ii) granting related relief, and this Court having reviewed the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2226); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors' mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

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

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

2. All objections to entry of this Order, to the extent not withdrawn or settled, are overruled.

3. The Removal Deadline is extended by 120 days through and including January 19, 2021.

4. This Order is without prejudice to (a) any position the Debtors may take on whether section 362 of the Bankruptcy Code stays any litigation pending against the Debtors and (b) the Debtors' right to seek further extensions of the Removal Deadline.

5. Nothing in the Motion or this Order, nor any actions or payments made by the Debtors pursuant to this Order, shall be construed as: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other

encumbrance on property of the Debtors' estates; or (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

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

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

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

Dated: October 8th, 2020
Wilmington, Delaware

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

RECOGNITION ORDER
(RECOGNITION OF CONFIRMATION ORDER AND ADDITIONAL U.S. ORDERS AND GRANTING RELATED RELIEF IN FOREIGN MAIN PROCEEDING)

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