

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

THE HONOURABLE	)	MONDAY, THE 29th
	)	
JUSTICE CONWAY	)	DAY OF JUNE, 2020

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

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

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

**SUPPLEMENTAL ORDER**  
**(FOREIGN MAIN PROCEEDING)**

THIS APPLICATION, made by GNC Holdings, Inc. in its capacity as the foreign representative (the "**Foreign Representative**") of the Debtors, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form enclosed in the Application Record, was heard by judicial videoconference via Zoom at Toronto, Ontario due to the COVID-19 crisis.

ON READING the Notice of Application, the affidavits of Tricia Tolivar sworn June 24, 2020 (the "**GNC Affidavit**") and Suzan Mitchell-Scott sworn June 26, 2020, and on being advised that the secured creditors who are likely to be affected by the charges created herein

were given notice, and on hearing the submissions of counsel for the Foreign Representative, counsel for the proposed information officer; counsel for the DIP Lenders and the Ad Hoc Group of Crossover Lenders (each as defined in the GNC Affidavit); counsel for the Canada Consultant (as defined in the GNC Affidavit); counsel for JPMorgan Chase Bank, N.A., in its capacity as ABL Facility Agent; counsel for Cushman & Wakefield Asset Services ULC, Ivanhoe Cambridge Inc., Morguard Investments Limited, RioCan Real Estate Investment Trust, SmartCentres Real Estate Investment Trust, Blackwood Partners Management Corporation, Brookfield Office Properties and Cominar REIT; and counsel for Oxford Properties and Crombie REIT; no one appearing for any other parties although duly served as appears from the affidavits of service of Cathy Pellegrini and Tina Woo sworn June 24, 2020, and the affidavits of service of Cathy Pellegrini, Tina Woo and Kunalan Shelvarajah and affirmed June 26, 2020;

## **SERVICE**

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

## **INITIAL RECOGNITION ORDER**

2. THIS COURT ORDERS that any capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Initial Recognition Order (Foreign Main Proceeding) dated June 29, 2020 (the “**Recognition Order**”).

3. THIS COURT ORDERS that the provisions of this Supplemental Order shall be interpreted in a manner complementary and supplementary to the provisions of the Recognition Order, provided that in the event of a conflict between the provisions of this Supplemental Order and the provisions of the Recognition Order, the provisions of the Recognition Order shall govern.

## **RECOGNITION OF FOREIGN ORDERS**

4. THIS COURT ORDERS that the following orders (collectively, the “**Foreign Orders**”) of United States Bankruptcy Court for the District of Delaware (the “**U.S. Court**”)

made in the Foreign Proceeding are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) Orders (a) enforcing the protections of 11 U.S.C. §§ 362, 365, 525, and 541(c) and (b) approving notice to customers, suppliers, and other stakeholders of Debtors' non-Debtor global affiliates (“**Automatic Stay Comfort Order for Foreign Entities**”);
- (b) Orders (a) authorizing continued use of existing cash management system, including maintenance of existing bank accounts, checks, and business forms, (b) authorizing continuation of existing deposit practices, (c) authorizing continuation of intercompany transactions, and (d) granting administrative claim status to postpetition intercompany claims (“**Cash Management Order**”);
- (c) Orders (i) authorizing the Debtors to (a) file a consolidated creditor matrix, (b) file a consolidated top 30 creditors list, (c) modify requirements to file a list of, and provide notice to, all equity holders, and (d) redact portions of their consolidated creditor matrix and list of equity interest holders containing personal identification information, and (ii) approving notice procedures for certain customers (“**Consolidated Creditor Matrix Order**”);
- (d) Order authorizing payment of certain prepetition critical vendor claims (“**Critical Vendors Order**”);
- (e) Orders authorizing the Debtors to (i) maintain and administer prepetition customer programs and (ii) pay prepetition obligations related thereto (“**Customer Programs Order**”);
- (f) Interim Orders (i) authorizing the Debtors to (a) obtain senior secured postpetition financing, (b) grant liens and superpriority administrative expense status, (c) use cash collateral of prepetition secured parties, and (d) grant adequate protection to prepetition secured parties; (ii) schedule a final hearing

pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (iii) granting related relief (the “**DIP Order**”);

- (g) Order establishing certain notice and hearing procedures for transfers of, or worthlessness deductions with respect to, common stock and convertible preferred stock of GNC Holdings (“**Equity Trading NOL Order**”);
- (h) Order authorizing GNC Holdings to act as foreign representative of the Debtors (“**Foreign Representative Order**”);
- (i) Orders authorizing the Debtors to (a) pay prepetition insurance obligations and prepetition bonding obligations and (b) maintain their postpetition insurance coverage and bonding program (“**Insurance Order**”);
- (j) Order authorizing joint administration of Chapter 11 Cases (“**Joint Administration Order**”);
- (k) Orders (a) authorizing payment of prepetition lien claims and import claims and (b) confirming administrative expense priority of outstanding orders (“**Lien and Import Claims Order**”);
- (l) Order for appointment of Prime Clerk LLC as claims and noticing agent (“**Prime Clerk – Claims Agent Order**”);
- (m) Orders authorizing payment of prepetition taxes and fees (“**Tax Order**”);
- (n) Orders (a) prohibiting utility companies from altering or discontinuing service on account of prepetition invoices, (b) approving deposit as adequate assurance of payment, (c) establishing procedures for resolving requests by utility companies for additional assurance of payment, and (d) authorizing payment of any prepetition service fees (“**Utilities Order**”); and
- (o) Orders (a) authorizing payment of certain prepetition workforce obligations, (b) authorizing continuance of workforce programs, (c) authorizing payment of withholding and payroll-related taxes, and (d) authorizing payment of

prepetition claims owing to workforce program administrators (“**Wages Order**”).

attached, collectively, as Schedule A to this Order,

provided, however, that in the event of any conflict between the terms of the Foreign Orders and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property (as defined below) in Canada.

#### **APPOINTMENT OF INFORMATION OFFICER**

5. THIS COURT ORDERS that FTI Consulting Canada Inc. (the “**Information Officer**”) is hereby appointed as an officer of this Court, with the powers and duties set out herein.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

6. THIS COURT ORDERS that until such date as this Court may order (the “**Stay Period**”) no proceeding or enforcement process in any court or tribunal in Canada (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Debtors or affecting their business (the “**Business**”) or their current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”), except with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the Debtors or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

7. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Debtors, or affecting the Business or the Property, are hereby stayed and suspended except with leave of this Court, provided that nothing in this Order shall (i) prevent the assertion of or the exercise of rights and remedies outside of Canada, (ii) empower any of the Debtors to carry on any business in Canada which that Debtor is not lawfully entitled to carry

on, (iii) affect such investigations or Proceedings by a regulatory body as are permitted by section 11.1 of the CCAA, (iv) prevent the filing of any registration to preserve or perfect a security interest, (v) prevent the registration of a claim for lien, (vi) prevent the DIP ABL FILO Lenders under the post-filing financing approved in the Foreign Proceedings pursuant to the DIP Order (the “**DIP ABL FILO Credit Agreement**”) or the agent thereunder (the “**DIP ABL FILO Agent**”) from making any filing or any registration contemplated by or consistent with the DIP ABL FILO Credit Agreement or the DIP Order, or (vii) prevent the DIP Term Lenders under the post-filing financing approved in the Foreign Proceedings pursuant to the DIP Order (the “**DIP Term Credit Agreement**”) or the agent thereunder (the “**DIP Term Agent**”) from making any filing or any registration contemplated by or consistent with the DIP Term Credit Agreement or the DIP Order.

#### **NO INTERFERENCE WITH RIGHTS**

8. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate, or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by any of the Debtors and affecting the Business in Canada, except with leave of this Court.

#### **ADDITIONAL PROTECTIONS**

9. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services in Canada, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, or other services provided in respect of the Property or Business of the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Debtors, and that the Debtors shall be entitled to the continued use in Canada of their current premises, bank accounts, telephone numbers, facsimile numbers, internet addresses, and domain names.

10. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against

any of the former, current, or future directors or officers of the Debtors with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Debtors whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

11. THIS COURT ORDERS that no Proceeding shall be commenced or continued against or in respect of the Information Officer, except with leave of this Court. In addition to the rights and protections afforded the Information Officer herein, or as an officer of this Court, the Information Officer shall have the benefit of all of the rights and protections afforded to a Monitor under the CCAA, and shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

#### **OTHER PROVISIONS RELATING TO INFORMATION OFFICER**

12. THIS COURT ORDERS that the Information Officer:

- (a) is hereby authorized to provide such assistance to the Foreign Representative in the performance of its duties as the Foreign Representative may reasonably request;
- (b) shall report to this Court at such times and intervals that the Information Officer considers appropriate with respect to the status of these proceedings and the status of the Foreign Proceedings, which reports may include information relating to the Property, the Business, or such other matters as may be relevant to the proceedings herein;
- (c) shall have full and complete access to the Property, including the premises, books, records, data including data in electronic form, and other financial documents of the Debtors, to the extent that is necessary to perform its duties arising under this Order; and

- (d) shall be at liberty to engage independent legal counsel or such other persons as the Information Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order.

13. THIS COURT ORDERS that the Debtors and the Foreign Representative shall (i) advise the Information Officer of all material steps taken by the Debtors or the Foreign Representative in these proceedings or in the Foreign Proceedings, (ii) co-operate fully with the Information Officer in the exercise of its powers and discharge of its obligations, and (iii) provide the Information Officer with the assistance that is necessary to enable the Information Officer to adequately carry out its functions.

14. THIS COURT ORDERS that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

15. THIS COURT ORDERS that the Information Officer (i) shall post on its website all Orders of this Court made in these proceedings, all reports of the Information Officer filed herein, and such other materials as this Court may order from time to time, and (ii) may post on its website any other materials that the Information Officer deems appropriate.

16. THIS COURT ORDERS that the Information Officer may provide any creditor of a Debtor with information provided by the Debtors in response to reasonable requests for information made in writing by such creditor addressed to the Information Officer. The Information Officer shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Information Officer has been advised by the Debtors is privileged or confidential, the Information Officer shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Information Officer, the Foreign Representative, and the relevant Debtors may agree.

17. THIS COURT ORDERS that the Information Officer and counsel to the Information Officer shall be paid by the Debtors their reasonable fees and disbursements incurred in



respect of these proceedings, both before and after the making of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts. The Debtors are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on a weekly basis and, in addition, the Debtors are hereby authorized to pay to the Information Officer and counsel to the Information Officer retainers in the amounts of CDN\$350,000 to the Information Officer and CDN\$100,000 to its counsel to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

18. THIS COURT ORDERS that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose, the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice, and the accounts of the Information Officer and its counsel shall not be subject to approval in the Foreign Proceeding.

19. THIS COURT ORDERS that the Information Officer and counsel to the Information Officer, if any, shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property in Canada, which charge shall not exceed an aggregate amount of CDN\$250,000, as security for their professional fees and disbursements incurred in respect of these proceedings, both before and after the making of this Order. The Administration Charge shall have the priority set out in paragraphs 23 and 26 hereof.

## **INTERIM FINANCING**

20. THIS COURT ORDERS that the DIP ABL FILO Agent, for its own benefit and the benefit of the DIP ABL FILO Lenders, shall be entitled to the benefit of and is hereby granted a charge (the “**DIP ABL FILO Lenders’ Charge**”) on the Property in Canada, which DIP ABL FILO Lenders’ Charge shall be consistent with the liens and charges created by the DIP Order with respect to the Property in Canada, shall have the priority set out in paragraphs 23, 24 and 26 hereof, and shall not be enforced except in accordance with the terms of the DIP Order.

21. THIS COURT ORDERS that the DIP Term Agent, for its own benefit and the benefit of the DIP Term Lenders, shall be entitled to the benefit of and is hereby granted a charge

(the “**DIP Term Lenders’ Charge**” and together with the DIP ABL FILO Lenders’ Charge, the “**DIP Lenders’ Charges**”) on the Property in Canada, which DIP Term Lenders’ Charge shall be consistent with the liens and charges created by the DIP Order with respect to the Property in Canada, shall have the priority set out in paragraphs 23, 24 and 26 hereof, and shall not be enforced except in accordance with the terms of the DIP Order.

22. **THIS COURT ORDERS** that notwithstanding the foregoing or any provisions to the contrary contained in:

- (a) this Order;
- (b) the DIP ABL FILO Credit Agreement; or
- (c) the DIP Term Credit Agreement;

to the extent that the DIP ABL FILO Agent and the DIP Term Agent (collectively, the “**DIP Agents**”) have been granted a security interest hereunder in any shares or other equity interests in the capital stock (“**ULC Shares**”) of an issuer that is an unlimited company, unlimited liability company, or unlimited liability corporation under the laws of Canada or any of its provinces or political subdivisions (each a “**ULC**”), the Debtor that owns such ULC Shares will remain the sole registered and beneficial owner of such ULC Shares until such time as such ULC Shares are effectively transferred into the name of a DIP Agent, the DIP Lenders, or any of their successors or assigns (in either case, a “**ULC Beneficiary**”), or any other person or entity on the books and records of the applicable ULC. Nothing in this Order or the DIP Agreements is intended to and nothing in this Order or the DIP Agreements shall constitute the DIP Agents, any other ULC Beneficiary, or any other person or entity other than the applicable Debtor, a member or shareholder of a ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia), and any other present or future laws governing ULCs (the “**ULC Laws**”) (whether listed or unlisted, registered, or beneficial) until such time as notice is given to such Debtor and further steps are taken pursuant hereto or thereto so as to register a DIP Agent, any other ULC Beneficiary, or such other person or entity, as specified in such notice, as the holder of the ULC Shares.

## **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

23. THIS COURT ORDERS that the Administration Charge shall have priority over both the DIP ABL FILO Lenders' Charge and the DIP Term Lenders' Charge on Property in Canada.

24. THIS COURT ORDERS that DIP Lenders' Charges as between them, shall have the priorities, with respect to Property in Canada, set forth in the DIP Order.

25. THIS COURT ORDERS that the filing, registration, or perfection of the Administration Charge or the DIP Lenders' Charges (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title, or interest filed, registered, recorded, or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record, or perfect the Charges.

26. THIS COURT ORDERS that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property in Canada and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except for any validly perfected purchased money security interest of a secured creditor.

27. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Debtors shall not grant any Encumbrances over any Property in Canada that rank in priority to, or *pari passu* with, the Administration Charge or the DIP Lenders' Charges, unless the Debtors also obtain the prior written consent of the Information Officer and each of the DIP Agents.

28. THIS COURT ORDERS that the Administration Charge and the DIP Lenders' Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) issued

pursuant to *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the “**BIA**”), or any bankruptcy order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions, or other similar provisions with respect to borrowings, incurring debt, or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease, or other agreement (collectively, an “**Agreement**”) which binds any Debtor, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by a Debtor of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Debtors to the Chargees pursuant to this Order, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

29. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the applicable Debtor’s interest in such real property leases.

#### **SERVICE AND NOTICE**

30. THIS COURT ORDERS that that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the

Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL

<<http://cfcanada.fticonsulting.com/GNCC>>.

31. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Debtors, the Foreign Representative, and the Information Officer are at liberty to serve or distribute this Order, any other materials, and orders in these proceedings, any notices, or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, or facsimile transmission to the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the applicable Debtor and that any such service or distribution by courier, personal delivery, or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

32. THIS COURT ORDERS that the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. THIS COURT ORDERS that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, a monitor, a proposal trustee, or a trustee in bankruptcy of any Debtor, the Business, or the Property.

34. 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 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 its respective agents in carrying out the terms of this Order.

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

36. 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, to counsel to the DIP Lenders and the Ad Hoc Group of Crossover Lenders, 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.

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

A handwritten signature in blue ink, appearing to read "Conway J.", is written over a horizontal line.

**Schedule A**  
**US Court Orders**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C., 1985, c. C-36, AS AMENDED Court File No.

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**SUPPLEMENTAL ORDER  
(FOREIGN MAIN PROCEEDING)**

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