

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicant

**AFFIDAVIT OF SUZAN MITCHELL-SCOTT AFFIRMED JUNE 26, 2020
(regarding application returnable June 29, 2020)**

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Lawyers for the Applicant

TO: **SERVICE LIST**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicant

**AFFIDAVIT OF SUZAN MITCHELL-SCOTT
(affirmed June 26, 2020)**

I, Suzan Mitchell-Scott, of the Town of Ajax, in the Region of Durham, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Law Clerk at Torys LLP, Canadian counsel to GNC Holdings, Inc. (“the Applicant”), in its capacity as foreign representative of itself as well as General Nutrition Centres Company (“GNC Canada”), 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 (collectively, the “Debtors”), and, as such, have knowledge of the matters contained in this Affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, believe the information to be true.

2. The Debtors filed various first day motions concurrently or shortly after the filing of the Petitions and have now received orders granting the motions as set out in the paragraphs below.

3. Attached as Exhibit “A” is a copy of the Order: (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**”).

4. Attached as Exhibit “B” is a copy of the Order: a) authorizing continued use of existing cash management system, including maintenance of existing bank accounts, checks, and business forms, (b) authorizing continuation of existing deposit practices, (c) authorizing continuation of intercompany transactions, and (d) granting administrative claim status to postpetition intercompany claims (“**Cash Management Order**”).

5. Attached as Exhibit “C” is a copy of the Order (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**”).

6. Attached as Exhibit “**D**” is a copy of the Order authorizing payment of certain prepetition critical vendor claims (“**Critical Vendors Order**”).

7. Attached as Exhibit “**E**” is a copy of the Order authorizing the Debtors to (i) maintain and administer prepetition customer programs and (ii) pay prepetition obligations related thereto (“**Customer Programs Order**”).

8. Attached as Exhibit “**F**” is a copy of the Interim Order (i) authorizing the Debtors to (a) obtain senior secured postpetition financing, (b) grant liens and superpriority administrative expense status, (c) use cash collateral of prepetition secured parties, and (d) grant adequate protection to prepetition secured parties; (ii) schedule a final hearing pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (iii) granting related relief (the “**Interim DIP Order**”).

9. Attached as Exhibit “**G**” is a copy of the 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**”).

10. Attached as Exhibit “**H**” is a copy of the Order authorizing GNC Holdings to act as foreign representative of the Debtors (“**Foreign Representative Order**”).

11. Attached as Exhibit “**I**” is a copy of the Order 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**”).

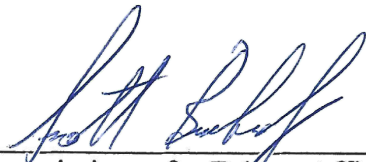
12. Attached as Exhibit “**J**” is a copy of the Order authorizing joint administration of Chapter 11 Cases (“**Joint Administration Order**”).
13. Attached as Exhibit “**K**” is a copy of the Order authorizing payment of prepetition lien claims and import claims and (b) confirming administrative expense priority of outstanding orders (“**Lien and Import Claims Order**”).
14. Attached as Exhibit “**L**” is a copy of the Order for appointment of Prime Clerk LLC as claims and noticing agent (“**Prime Clerk – Claims Agent Order**”).
15. Attached as Exhibit “**M**” is a copy of the Order authorizing payment of prepetition taxes and fees (“**Tax Order**”).
16. Attached as Exhibit “**N**” is a copy of the Order (a) prohibiting utility companies from altering or discontinuing service on account of prepetition invoices, (b) approving deposit as adequate assurance of payment, (c) establishing procedures for resolving requests by utility companies for additional assurance of payment, and (d) authorizing payment of any prepetition service fees (“**Utilities Order**”).
17. Attached as Exhibit “**O**” is a copy of the 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 (“**Wages Order**”).

18. Attached as Exhibit "P" is a copy of the Order (a) approving procedures for store closing sales, (b) authorizing customary bonuses to employees of closing stores (c) authorizing assumption of the consulting agreements, and (d) granting related relief ("**Store Closing Order**").

AFFIRMED BEFORE ME *by video conference*


From the Town of Ajax, in the Province of Ontario,
To the City of Toronto in the Province of Ontario
On June 26, 2020.

}



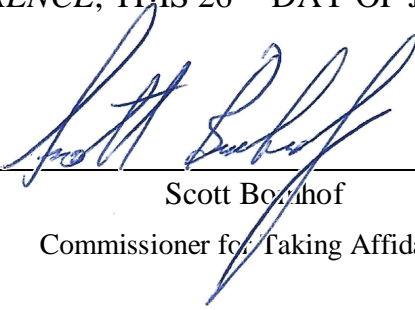
Commissioner for Taking Affidavits
(or as may be)

SCOTT BOMHOF



Suzan Mitchell-Scott

THIS IS **EXHIBIT “A”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.



Scott Boehhof
Commissioner for Taking Affidavits

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

In re:)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,)	
	)	Case No. 20-11662 (KBO)
Debtors. ¹)	
	)	(Jointly Administered)
)	
	)	Re: Docket No. 6

**ORDER (A) ENFORCING PROTECTIONS OF
SECTIONS 362, 365, 525, AND 541(C) OF THE BANKRUPTCY
CODE AND (B) APPROVING NOTICE TO CUSTOMERS, SUPPLIERS, AND
OTHER STAKEHOLDERS OF DEBTORS’ NON-DEBTOR GLOBAL AFFILIATES**

Upon the motion (the “*Motion*”)² of the Debtors for an order (this “*Order*”)

(a) enforcing the protections of sections 362, 365, 525, and 541(c) of the Bankruptcy Code; and

(b) approving notice to customers, suppliers, and other stakeholders of the Debtors’ non-debtor global affiliates (the “*Non-Debtor Global Affiliates*”), all as more fully set forth in the Motion; and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United 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 a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to and to the extent set forth in section 362 of the Bankruptcy Code, the commencement of these Chapter 11 Cases shall operate as a stay, applicable to all persons (including individuals, partnerships, corporations, and all those acting for or on their behalf) and all foreign and domestic governmental units (and all those acting for or on their behalf) of:
 - a. the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the Debtors that was or could have been commenced before the commencement of the Debtors’ Chapter 11 Cases, or an act to recover a claim against the Debtors that arose before the commencement of the Debtors’ Chapter 11 Cases;
 - b. the enforcement, against the Debtors or against property of their estates, of a judgment obtained before the commencement of the Debtors’ Chapter 11 Cases;
 - c. any act to obtain possession of property of the estates or of property from the estates or to exercise control over property of the Debtors’ estates;
 - d. any act to create, perfect, or enforce any lien against property of the Debtors’ estates;

- e. any act to create, perfect, or enforce against property of the Debtors any lien to the extent that such lien secures a claim that arose before the commencement of the Debtors' Chapter 11 Cases;
 - f. any act to collect, assess, or recover a claim against the Debtors that arose before the commencement of the Debtors' Chapter 11 Cases;
 - g. the setoff of any debt owing to the Debtors that arose before the commencement of the Debtors' Chapter 11 Cases, except as allowed under section 553 of the Bankruptcy Code; and
 - h. the commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of the Debtors for a taxable period the bankruptcy court may determine.
3. All persons and all foreign and domestic governmental units, and all those acting on their behalf, including sheriffs, marshals, constables, and other or similar law enforcement officers and officials are stayed, restrained, and enjoined from in any way, seizing, attaching, foreclosing upon, levying against, or in any other way interfering with, any and all of the property of any of the Debtors, wherever located.
4. This Order shall not affect the exceptions to the automatic stay contained in section 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with section 362(d) of the Bankruptcy Code or the rights provided pursuant to Section 546(b) of the Bankruptcy Code.
5. Pursuant to and to the extent set forth in section 365(e) of the Bankruptcy Code, and notwithstanding a provision in an executory contract or unexpired lease, or in applicable law, an executory contract or unexpired lease of the Debtors may not be terminated or modified, and any right or obligation under such contract or lease may not be terminated or modified, at any time after the commencement of these Chapter 11 Cases solely because of a provision in such contract or lease that is conditioned on (a) the insolvency or financial condition of any or all Debtors or (b) the commencement of these Chapter 11 Cases.

6. Pursuant to and to the extent set forth in section 525 of the Bankruptcy Code, a foreign or domestic governmental unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, deny employment to, terminate the employment of, or discriminate with respect to employment against, the Debtors or the Debtors' affiliates on account of (a) the commencement of these Chapter 11 Cases; (b) the Debtors' insolvency; or (c) the fact that the Debtors have not paid a debt that is dischargeable in these Chapter 11 Cases.

7. Pursuant to and to the extent set forth in section 541(c) of the Bankruptcy Code, any interest of the Debtors in property becomes property of the estates, notwithstanding any provision in any agreement, transfer instrument, or applicable nonbankruptcy law that: (a) restricts or conditions transfer of such interest by the Debtors, or (b) is conditioned on the insolvency or financial condition of the Debtors or on the commencement of the Debtors' Chapter 11 Cases, and that effects or gives an option to effect a forfeiture, modification, or termination of the Debtor's interest in property.

8. This Order is intended to be declarative of and coterminous with, and shall neither abridge, enlarge nor modify, the rights and obligations of any party under sections 362, 365, 525, 541(c), and 553 of the Bankruptcy Code or any other provision of the Bankruptcy Code.

9. Nothing in the Motion or this Order, or any action taken by the Debtors in implementing 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; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of

the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Order. 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.

10. The Notice, substantially in the form attached hereto as **Exhibit 1**, is approved.

11. The Debtors are authorized to cause the Notice to be translated into as many languages as may be deemed necessary and to distribute such Notice as the Debtors deem appropriate.

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

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

14. 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.

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

Dated: June 25th, 2020
Wilmington, Delaware

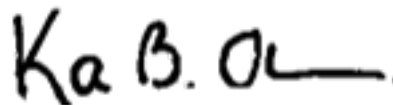

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Notice

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

)	
In re:	)	Chapter 11
)	
GNC HOLDINGS, INC., <i>et al.</i>,	)	Case No. 20-11662 (___)
)	
Debtors. ¹	)	(Jointly Administered)
)	
)	

**NOTICE TO CUSTOMERS, SUPPLIERS, AND OTHER
STAKEHOLDERS OF DEBTORS’ NON-DEBTOR GLOBAL AFFILIATES**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On [●], GNC Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the “*Debtors*”) filed voluntary petitions under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy for the District of Delaware. The Debtors’ non-U.S. affiliates, in addition to certain of the Debtors’ U.S. affiliates, have not filed for chapter 11 protection. The Debtors and their non-Debtor affiliates are listed on Exhibit A annexed hereto. As confirmed in the *Order (A) Enforcing the Protections of Sections 362, 365, 525, and 541(c) of the Bankruptcy Code and (B) Approving Notice to Customers, Suppliers, and Other Stakeholders of the Debtors’ Non-Debtor Global Affiliates*, entered by the Bankruptcy Court on [●], the Debtors’ non-U.S. affiliates, and certain of the Debtors’ U.S. affiliates, are not subject to the chapter 11 process.

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.

Dated: _____, 2020
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ DRAFT

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Kara Hammond Coyle (No. 4410)
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- and -

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Proposed Counsel for Debtors and Debtors in Possession

Exhibit A

I. Chapter 11 Debtors

1. GNC Holdings, Inc.
2. GNC Parent LLC
3. GNC Corporation
4. General Nutrition Centers, Inc.
5. General Nutrition Corporation
6. General Nutrition Investment Company
7. Lucky Oldco Corporation
8. GNC Funding, Inc.
9. GNC International Holdings, Inc.
10. GNC China Holdco, LLC
11. GNC Headquarters LLC
12. Gustine Sixth Avenue Associates, Ltd.
13. GNC Canada Holdings, Inc.
14. General Nutrition Centres Company
15. GNC Government Services, LLC
16. GNC Puerto Rico Holdings, Inc.
17. GNC Puerto Rico, LLC

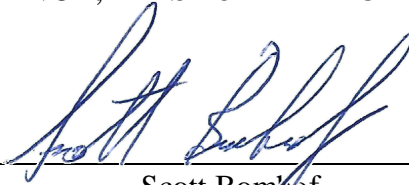
II. Entities That Are Not Chapter 11 Debtors – Domestic Entities

1. Nutra Insurance Company
2. GNC Intermediate Holdings, LLC
3. GNC Intellectual Property Holdings, LLC
4. GNC Newco Parent, LLC
5. Nutra Manufacturing, LLC
6. GNC Supply Purchaser, LLC

III. Entities That Are Not Chapter 11 Debtors – Foreign Entities

1. GNC Columbia SAS
2. GNC Jersey One Limited
3. GNC Jersey Two Unlimited
4. GNC Live Well Ireland
5. THSD
6. GNC South Africa (Pty) Ltd.
7. GNC Korea Limited
8. GNC Hong Kong Limited
9. GNC (Shanghai) Trading Co., Ltd.
10. GNC China JV Holdco Limited
11. GNC (Shanghai) Food Technology Limited

THIS IS **EXHIBIT “B”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read "Scott Bomhof", written over a horizontal line.

Scott Bomhof

Commissioner for Taking Affidavits

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

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

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

Upon the motion (the “*Motion*”)² of the Debtors for an order (this “*Interim Order*”), (a) authorizing, but not directing, the Debtors to continue to maintain and use their existing cash management system, including maintenance of existing bank accounts, checks, and business forms; (b) granting the Debtors an extension of time to comply with certain bank account and related requirements of the U.S. Trustee to the extent that such requirements are inconsistent with the Debtors’ practices under their Cash Management System or other actions described in the Motion or herein; (c) authorizing, but not directing, the Debtors to continue to maintain and use

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.

their existing deposit practices; (d) authorizing, but not directing, the Debtors to continue certain ordinary course intercompany transactions; and (e) according administrative claim status to postpetition intercompany claims arising from certain of these transactions; and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED, on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue to use their current existing Cash Management System and shall maintain through the use thereof detailed records reflecting all transfers of funds, all under the terms and conditions provided for by, and in accordance with, their existing cash management agreements, except as modified by this Interim Order. In connection with the ongoing utilization of the Cash Management System, the Debtors

shall maintain accurate and detailed records with respect to all transfers, including with respect to postpetition Intercompany Claims and Intercompany Transactions, so that all transactions can be readily ascertained, traced, properly recorded, and distinguished between prepetition and postpetition transactions.

3. The Debtors are authorized, but not directed, to continue to engage in Intercompany Transactions on a postpetition basis and to make payments to, or set off amounts owed from, the applicable Debtor or non-Debtor affiliate on account of postpetition Intercompany Claims, in a manner consistent with their practices in effect as of the Petition Date in the ordinary course of business or as necessary to execute the Cash Management System; *provided* that transfers from Debtors to Non-Debtor affiliates shall not exceed \$30,000 on an interim basis.

4. The Debtors are authorized to (a) continue to use the Bank Accounts at the Banks in existence as of the Petition Date in the same manner and with the same account numbers, styles, and document forms as are currently employed and subject to the existing cash management agreements with the Banks; (b) deposit funds in and withdraw funds from the Bank Accounts in the ordinary course by all usual means, including checks, wire transfers, drafts, ACH Payments, and electronic funds transfers or other items presented, issued, or drawn on the Bank Accounts; (c) pay ordinary course Bank Fees in connection with the Bank Accounts, including any Bank Fees arising prior to the Petition Date; (d) perform their obligations under the documents and agreements governing the Bank Accounts; and (e) for all purposes, treat the Bank Accounts as accounts of the Debtors in their capacities as debtors in possession.

5. Those certain existing cash management agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the respective Bank, and all of the provisions of such agreements, including the termination,

chargeback, and fee provisions, offset rights and all other rights and remedies afforded under such agreements, shall remain in full force and effect, and the Debtors and the Banks may, without further order of this Court, agree to and implement changes to the Cash Management System and procedures related thereto in the ordinary course of business, and any other legal rights afforded to the Banks under applicable law shall be preserved.

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

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

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

9. In each instance in which the Debtors hold Bank Accounts at Banks that are party to a Uniform Depository Agreement with the U.S. Trustee, within fifteen days after entry of this Interim Order, the Debtors shall (a) contact the Banks, (b) provide the Banks with each of the Debtors' employer identification numbers, and (c) identify their Bank Accounts held as being held by a debtor-in-possession in a bankruptcy case and provide the main case number. In each instance in which the Debtors hold Bank Accounts at Banks that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within forty-five days of the date of this Interim Order, to the extent such Bank is a domestic bank, without prejudice to the Debtors' rights to seek a further extension. The U.S. Trustee's rights to seek further relief from this Court in the event that the aforementioned banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

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

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

12. Effective as of the Petition Date, and subject to the terms of this Interim Order, all Banks at which the Bank Accounts are maintained are authorized to continue to administer, service, and maintain the Bank Accounts, and the Banks and Payment Processing Providers are authorized to continue to administer, service, and maintain the Payment Processing Program, in each case as such accounts were administered, serviced, and maintained prepetition, without interruption and in the ordinary course (including making deductions and setoffs for any applicable fees or charges related to such services) and consistent with and subject to the applicable cash management agreements or payment processing agreements, to honor any and all checks, drafts, wires, electronic funds transfers, or other items presented, issued, or drawn on the Bank Accounts on account of a claim against the Debtors arising on or after the Petition Date; provided, however, that unless otherwise ordered by the Court and directed by the Debtors, no checks, drafts, electronic

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

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

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

15. The Debtors may close any of the Bank Accounts (subject to the terms of their existing cash management agreement) or open any additional bank accounts following the Petition Date wherever the Debtors deem that such accounts are needed or appropriate. Notwithstanding the foregoing, the Debtors shall open such new account(s) only at banks that have executed a

Uniform Depository Agreement with the U.S. Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement. These new accounts are deemed to be Bank Accounts and are similarly subject to the rights, obligations, and relief granted in this Interim Order. The Banks are authorized (but not required, except as set forth in the cash management agreements between the Bank and the Debtors) to honor the Debtors' requests to open or close (as the case may be) such Bank Account(s). In the event that the Debtors open or close any Bank Account(s), such opening or closing shall be timely indicated on the Debtors' monthly operating reports and notice of such opening or closing shall be provided to the U.S. Trustee and counsel to any statutory committee appointed in the Chapter 11 Cases within five business days after the opening or closing of any such account.

16. The Debtors are authorized to deposit funds in accordance with existing practices under the Cash Management System as in effect as of the Petition Date, subject to any reasonable non-material changes, consistent with this Interim Order, to the Cash Management System that the Debtors may implement, and, to the extent such practices are inconsistent with the requirements of section 345(b) of the Bankruptcy Code, the Debtors are hereby granted an extension of time for a period of forty-five (or such additional time as the U.S. Trustee may agree to) from the Petition Date (the "*Extension Period*") within which to either come into compliance with section 345(b) of the Bankruptcy Code or to make such other arrangements as agreed with the U.S. Trustee. Such extension is without prejudice to the Debtors' right to request from this Court a further extension of the Extension Period or a final waiver of the requirements under section 345(b).

17. The Debtors are authorized but not directed to (a) continue the Corporate Card Programs, subject to any terms and conditions under the applicable servicing agreements, on a postpetition basis consistent with their past practices; and (b) pay all obligations related to the

Corporate Card Programs, whether arising prepetition or postpetition, *provided* that the payment of the prepetition obligations under the Corporate Card Programs shall not exceed \$120,000 on an interim basis.

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

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

20. Nothing contained in the Motion or this Interim Order shall be construed to (a) create or perfect, in favor of any person or entity, any interest in cash of a Debtor that did not exist or was not perfected as of the Petition Date, or (b) alter or impair any security interest or perfection thereof, in favor of any person or entity, that existed as of the Petition Date.

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

22. A hearing to consider entry of an order granting the Motion on a final basis (the “*Final Hearing*”) shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York

10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In

the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

23. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

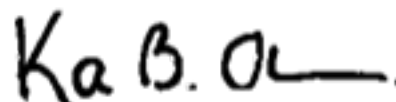
24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) are satisfied by such notice.

25. The terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

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

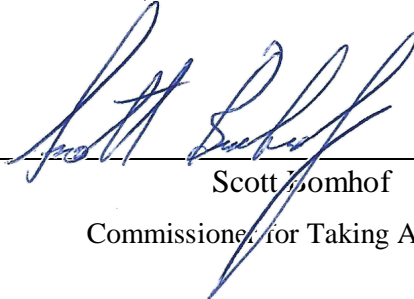
27. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: June 25th, 2020
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “C”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.



A handwritten signature in blue ink, appearing to read 'Scott Bomhof', is written over a horizontal line. The signature is stylized and cursive.

Scott Bomhof
Commissioner for Taking Affidavits

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

In re:)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,)	
	)	Case No. 20-11662 (KBO)
Debtors. ¹)	
	)	(Jointly Administered)
)	
	)	Re: Docket No. 5

**ORDER (I) AUTHORIZING THE DEBTORS
TO (A) FILE A CONSOLIDATED LIST OF CREDITORS,
(B) FILE A CONSOLIDATED LIST OF THE DEBTORS’ THIRTY (30)
LARGEST UNSECURED CREDITORS, (C) MODIFY REQUIREMENTS TO
FILE A LIST OF, AND PROVIDE NOTICE TO, ALL EQUITY HOLDERS, AND
(D) REDACT CERTAIN PERSONAL IDENTIFICATION INFORMATION,
AND (II) APPROVING NOTICE PROCEDURES FOR CERTAIN CUSTOMERS**

Upon the motion (the “*Motion*”)² of the Debtors for an order (i) authorizing the Debtors to (a) file a Consolidated Creditor Matrix, (b) file a Consolidated Top Thirty (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 the email addresses and home addresses of the Debtors’ individual creditors and equity interest holders, and (ii) approving notice procedures with respect to PRO Access members; and this Court having reviewed the Motion and the First Day Declaration; and this Court having

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.

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to submit a Consolidated Creditor Matrix.

The requirements of section 521(a)(1)(A) of the Bankruptcy Code, Bankruptcy Rule 1007(a)(1), and Local Rules 1007-2(a) and 2002-1(f)(v) that separate mailing matrices and lists of creditors be submitted for each Debtor are permanently waived.

3. The Debtors are authorized to file a Consolidated Top 30 List in lieu of each Debtor filing a list of its twenty (20) largest unsecured creditors.

4. The Debtors are authorized to file a list of equity holders directly registered with the transfer agent for the Debtors' common equity (with instructions to serve down to beneficial holders, as applicable) in satisfaction of Bankruptcy Rule 1007(a)(3).

5. The Debtors are authorized to redact personally identifiable information, including the email addresses and home addresses of the Debtors' individual creditors from the Consolidated Creditor Matrix; *provided, however*, that unredacted copies of the Consolidated Creditor Matrix and other redacted filings shall be provided to the United States Trustee, counsel to any official committee appointed in these Chapter 11 Cases, and such other persons as the Debtors deem appropriate or as the Court may later order.

6. Nothing in this Order shall waive or otherwise limit the service of any document upon or the provision of any notice to any individual whose personally identifiable information is sealed or redacted pursuant to this Order. Service of all documents and notices upon individuals whose personally identifiable information is sealed or redacted pursuant to this Order shall be confirmed in the corresponding certificate of service. The Debtors shall provide the personally identifiable information to any party in interest that files a motion that indicates the reason such information is needed and that, after notice and a hearing, is granted by the Court.

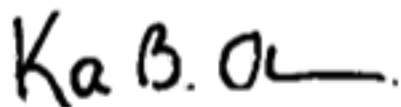
7. Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 2002 and 9007, (i) service by email to PRO Access members whose email address is known, (ii) service to the home address where the PRO Access members' email address is not known; and (iii) publication in *USA Today* (national edition) of any notices required by Bankruptcy Rule 2002 where the PRO Access members' email and home address are not known, shall constitute good and sufficient notice to PRO Access members.

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

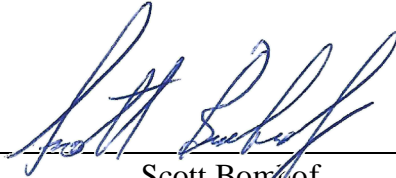
9. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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

Dated: June 25th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “D”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

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

Scott Bonhof

Commissioner for Taking Affidavits

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

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

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

Upon the motion (the “*Motion*”)² of the Debtors for an order authorizing the payment of the Critical Vendor Claims and granting certain related relief (this “*Interim Order*”); and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United 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

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.

before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, but not directed, to honor, pay, or otherwise satisfy the Critical Vendor Claims in an amount not to exceed \$25.0 million on an interim basis.
3. The form of the Trade Agreement, substantially in the form attached to the Motion as **Exhibit C**, is approved in its entirety, and the Debtors are authorized, but not directed, to negotiate, modify, or amend the Trade Agreement as entered into with any Critical Vendor in their business judgment.
4. The Debtors are authorized, but not directed, to condition the honoring, payment, or other satisfaction of any Critical Vendor Claim on the execution of a Trade Agreement, and the Debtors are authorized, but not directed, to enter into such Trade Agreements when and if the Debtors determine it appropriate, in their business judgment.
5. If any party accepts payment hereunder and does not continue supplying goods or services to the Debtors in accordance with Customary Trade Terms, then, subject to the terms of any Trade Agreement between the Debtors and such party: (a) the Debtors reserve the right to seek relief from this Court to determine that (i) any payment made on account of any prepetition claim held by such party was an improper postpetition transfer and, therefore, immediately recoverable by the Debtors in cash; and (ii) upon recovery by the Debtors, any prepetition claim

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

6. Payments made to Critical Vendors shall be applied, in the first instance, against claims held by such Critical Vendors which arise under section 503(b)(9) of the Bankruptcy Code, in whole or in part as applicable.

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

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

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

10. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

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

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

13. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

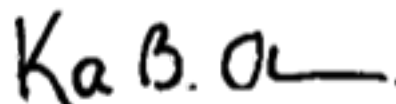
14. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order

15. A hearing to consider entry of an order granting the Motion on a final basis (the “*Final Hearing*”) shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb

(cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

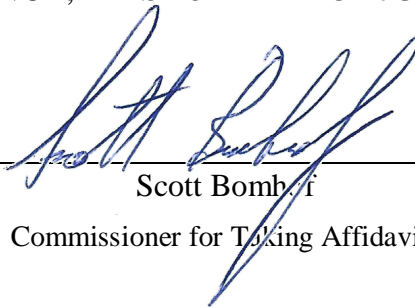
16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: June 25th, 2020
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “E”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.



Scott Bombardieri
Commissioner for Taking Affidavits

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

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

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

Upon the motion (the “*Motion*”)² of the Debtors for an interim order authorizing them to maintain the Customer Programs and honor prepetition obligations arising under the Customer Programs (this “*Interim Order*”); and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United 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

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.

this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue to administer the Customer Programs currently in effect and honor any prepetition obligations related to the Customer Programs.
3. The Debtors’ banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors’ bank accounts relating to the Customer Programs, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.
4. The Debtors’ banks and financial institutions may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and any such bank or

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

5. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

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

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

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

9. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

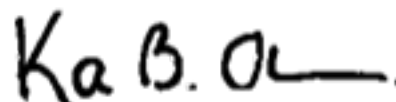
10. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

11. A hearing to consider entry of an order granting the Motion on a final basis (the “*Final Hearing*”) shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb

(cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

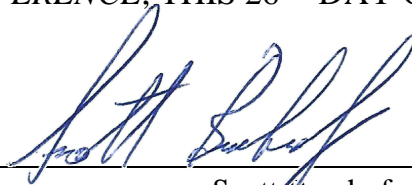
12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: June 25th, 2020
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “F”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read 'Scott Bomhof', is written over a horizontal line.

Scott Bomhof

Commissioner for Taking Affidavits

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

In re:	)	Chapter 11
)	
GNC HOLDINGS, INC., <i>et al.</i>,	)	Case No. 20-11662 (KBO)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Docket No. 18

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

Upon the motion, dated June 24, 2020 (the “*Motion*”)² of GNC Holdings, Inc. (“*Holdings*”) and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the “*Chapter 11 Cases*”), as debtors and debtors in possession (collectively, the “*Debtors*”), seeking entry of an interim order (this “*Interim Order*”) and a Final Order (as defined below), as applicable, pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d), 364(e), and 507 of chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”) and Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy*

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.

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

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

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

Backstop Commitment Letter (as defined in the DIP Term Credit Agreement), and to perform such other acts as may be necessary or desirable in connection with the DIP Term Documents;

(iii) authorizing the Debtors to borrow \$30,000,000 under the DIP Term Facility (the “*Interim Amount*”) upon entry of this Interim Order to avoid immediate and irreparable harm;

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

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

thereto (collectively, including the DIP ABL FILO Agent, the “*DIP ABL FILO Lenders*” and, together with the DIP Term Lenders, the “*DIP Lenders*”), substantially in the form of **Exhibit 3** attached to the Motion;

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

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

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

(ix) granting to the each of (a) the DIP Term Agent, for the benefit of itself and the

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

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

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

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

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

The Court having considered the Motion, the exhibits attached thereto, the *Declaration of Tricia Tolivar, Chief Financial Officer of GNC Holdings, Inc. in Support of Chapter 11 Petitions and First Day Pleadings*, [Docket No. 21], the *Declaration of Robert Del Genio of FTI Consulting Inc. in Support of Debtors’ Motion of Debtors for Orders (I) Authorizing The Debtors to (A) Obtain Senior Secured Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (III) Grant Related Relief*, [Docket No. 19], the *Declaration of Pranav Goel of Evercore Group LLC in Support of Debtors’ Motion of Debtors for Orders (I) Authorizing The Debtors to (A) Obtain Senior Secured Postpetition Financing, (B) Grant Liens and Superpriority Administrative Expense Status, (C) Use Cash Collateral of Prepetition Secured Parties, and (D) Grant Adequate Protection to Prepetition Secured Parties; (II) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(b) and 4001(c); and (III) Grant Related Relief*, [Docket No. 20], and the evidence submitted and arguments made at the interim hearing held on June 25, 2020 (the “*Interim Hearing*”); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(b), (c) and (d), and all applicable Local Rules; and the Interim Hearing having been held and concluded; and all

objections, if any, to the interim relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and all parties-in-interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and it appearing that the Debtors' entry into the DIP Agreements and the other DIP Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

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

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

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

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. **Committee Formation.** As of the date hereof, the United States Trustee for the District of Delaware (the “*U.S. Trustee*”) has not yet appointed an official committee of unsecured creditors in the Chapter 11 Cases (a “*Committee*”) pursuant to section 1102 of the Bankruptcy Code.

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

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

(i) *Prepetition ABL FILO Facility.* Pursuant to that certain ABL Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of March 20, 2018, that certain Second Amendment, dated as of May 15, 2020, and that certain Third Amendment, dated as of June 12, 2020, and as further amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “*Prepetition ABL FILO Credit Agreement*” and, collectively with the Loan Documents (as defined in the Prepetition ABL FILO Credit Agreement) and any other agreements and documents executed or delivered in connection therewith, each as amended, restated, supplemented, waived, or otherwise modified from time to time, the “*Prepetition ABL FILO Documents*”) among (a) GNC Corporation (“*Parent*”), (b) General Nutrition Centers, Inc. (in such capacity, the “*Prepetition ABL FILO Administrative*

Borrower”), (c) the subsidiaries of the Prepetition ABL FILO Administrative Borrower party thereto (together with the Prepetition ABL FILO Administrative Borrower, the “*Prepetition ABL FILO Borrowers*”), (d) JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, the “*Prepetition ABL FILO Agent*”), (e) the guarantors thereunder (in such capacities, the “*Prepetition ABL FILO Guarantors*” and, together with the Prepetition ABL FILO Borrowers, the “*Prepetition ABL FILO Obligor*s”) and (f) the term lenders party thereto from time to time (the “*Prepetition FILO Lenders*”), and the revolving lenders party thereto from time to time (the “*Prepetition ABL Lenders*” and, together with the Prepetition ABL FILO Agent and the Prepetition FILO Lenders, the “*Prepetition ABL FILO Secured Parties*”), as applicable, provided revolving credit, term loans and other financial accommodations to, and issued letters of credit for the account of, the Prepetition ABL FILO Borrowers pursuant to the Prepetition ABL FILO Documents (the “*Prepetition ABL FILO Facility*”).

(ii) *Prepetition ABL FILO Obligations.* As of the Petition Date, the Prepetition ABL FILO Obligor were indebted to the Prepetition ABL FILO Secured Parties, without defense, counterclaim, or offset of any kind, in respect of the loans and other financial obligations incurred under the Prepetition ABL FILO Facility, and other obligations incurred thereunder or secured thereby, (i) in the aggregate principal amount of not less than \$60,000,000 of revolving credit loans outstanding under the Prepetition ABL FILO Facility (the “*Prepetition ABL Loans*”), (ii) in the aggregate principal amount of not less than \$275,000,000 of term loans outstanding under the Prepetition ABL FILO Facility (the “*Prepetition FILO Term Loans*”), and (iii) in the face amount of \$5,122,067.00 of outstanding Letters of Credit (as defined in the Prepetition ABL FILO Credit Agreement) (the “*Prepetition Letters of Credit*”), and (iv) in respect of the Specified Hedge Agreement (as defined in the Prepetition ABL FILO Credit Agreement)

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

(iii) *Prepetition ABL FILO Liens and Prepetition ABL FILO Priority Collateral.* As more fully set forth in the Prepetition ABL FILO Documents, prior to the Petition Date, the Prepetition ABL FILO Borrowers and the Prepetition ABL FILO Guarantors granted to the Prepetition ABL FILO Agent, for the benefit of itself and the Prepetition FILO Lenders, a

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

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

“Prepetition Term Borrower” and, together with the Prepetition ABL FILO Borrowers, the *“Prepetition Borrowers”*), (c) JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the *“Prepetition Term Administrative Agent”*), (d) GLAS Trust Company LLC, as collateral agent (in such capacity, the *“Prepetition Term Collateral Agent”* and, together with the Prepetition Term Administrative Agent, the *“Prepetition Term Agents”* and, the Prepetition Term Agents together with the Prepetition ABL FILO Agent, the *“Prepetition Agents”*), (e) the guarantors thereunder (the *“Prepetition Term Guarantors”* and, together with the Prepetition Term Borrower, the *“Prepetition Term Obligors”* and, together with the Prepetition ABL FILO Obligors, the *“Prepetition Obligors”*), and (f) the lenders party thereto (the *“Prepetition Term Lenders”* and, collectively with the Prepetition Term Agents, the *“Prepetition Term Secured Parties”* and, together with the Prepetition ABL FILO Secured Parties, the *“Prepetition Secured Parties”*), the Prepetition Term Lenders provided term loans to the Prepetition Borrower (the *“Prepetition Term Facility”* and, together with the Prepetition ABL FILO Facility, the *“Prepetition Secured Facilities”*).

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

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

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

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

(vii) *Priority of Prepetition Liens; Intercreditor Agreement.*

The Prepetition ABL FILO Agent and the Prepetition Term Agents entered into that certain Intercreditor Agreement dated as of February 28, 2018 (as amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "***Intercreditor Agreement***") to govern the respective rights, interests, obligations, priority, and positions of the Prepetition

Secured Parties with respect to the assets and properties of the Debtors and other obligors. Each of the Prepetition Obligors under the Prepetition Documents is also a party to the Intercreditor Agreement. The Prepetition Intercreditor Agreement is a valid and enforceable “subordination agreement” under section 510(a) of the Bankruptcy Code and is, as of the Petition Date, and shall continue to be as provided herein binding on all parties thereto.

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

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

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

Section 546(b) of the Bankruptcy Code, the “*Prepetition Term Permitted Prior Liens*” and, together with the Prepetition ABL FILO Permitted Prior Liens, the “*Permitted Prior Liens*”;⁴ (c) the Prepetition Term Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors enforceable in accordance with the terms of the applicable Prepetition Term Documents; (d) no offsets, recoupments, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition Term Liens or Prepetition Term Obligations exist, and no portion of the Prepetition Term Liens or Prepetition Term Obligations is subject to any challenge or defense, including avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the Debtors and their estates have no claims, objections, challenges, causes of action, and/or choses in action, including avoidance claims under Chapter 5 of the Bankruptcy Code or applicable state law equivalents or actions for recovery or disgorgement, against any of the Prepetition Term Secured Parties, or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon or related to the Prepetition Term Facility; (f) the Debtors have waived, discharged, and released any right to challenge any of the Prepetition Term Obligations, the priority of the Debtors’ obligations thereunder, and the validity, extent, and priority of the liens securing the Prepetition Term Obligations; and (g) the Prepetition Term Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

(x) *Indemnification.* The Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by

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

them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facilities and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens (as defined below), any challenges or objections to the DIP Facilities or the use of Cash Collateral, and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the Prepetition Secured Parties shall be and hereby are indemnified and held harmless by the Debtors in respect of any claim or liability incurred in respect thereof or in any way related thereto; provided that no such parties will be indemnified for any cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from such parties' gross negligence, actual fraud or willful misconduct. No exception or defense exists in contract, law, or equity as to any obligation set forth, as the case may be, in this paragraph F(x), in the Prepetition Documents, or in the DIP Documents, to the Debtors' obligation to indemnify and/or hold harmless the Prepetition Secured Parties.

(xi) *No Challenges/Claims.* No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations is subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code) objections, challenges, causes of action, and/or choses in action against any of the Prepetition Secured Parties or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition Documents, the

Prepetition Secured Obligations, the Prepetition Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable state law equivalents. The Prepetition ABL FILO Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. The Prepetition Term Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code.

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

Lenders; *provided, however*, the foregoing release shall not apply with respect to any act or omission of a Releasee that constitutes gross negligence, actual fraud or willful misconduct. The Debtors further waive and release any defense, right of counterclaim, right of set-off, or deduction to the payment of the Prepetition Secured Obligations or the DIP Obligations that the Debtors may now have or may claim to have against the Releasees arising out of, connected with, or relating to any and all acts, omissions, or events occurring prior to the Court's entry of this Interim Order.

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

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

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

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

(i) *Request for Postpetition Financing and Use of Cash Collateral.* The Debtors seek authority to (a) enter into the DIP Facilities and incur the DIP Obligations on the terms described herein and in the DIP Documents and (b) use Cash Collateral on the terms described herein, in each case, to administer their Chapter 11 Cases and fund their operations. At the Final Hearing, the Debtors will seek final approval of the DIP Facilities and use of Cash Collateral pursuant to a proposed final order (the “**Final Order**”), which shall be in form and substance acceptable to (i) the DIP Term Agent at the direction of the Required Lenders (as defined in the DIP Term Credit Agreement, the “**Required Term Lenders**”), subject to the Required FILO Ad Hoc Group Approval (as defined in the DIP ABL FILO Credit Agreement), and (ii) the DIP ABL FILO Agent at the direction of the Required FILO Ad Hoc Group Members (as defined in the Restructuring Support Agreement, dated as of June 23, 2020, among the DIP Term Borrower, the other Loan Parties party thereto, and the Prepetition Term Lenders and Prepetition ABL FILO Lenders that are “Consenting Creditors” thereunder (the “**RSA**”). Notice of the Final Hearing and the proposed Final Order will be provided in accordance with this Interim Order.

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

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

(iv) *No Credit Available on More Favorable Terms.* The DIP Facilities are the best source of debtor-in-possession financing available to the Debtors. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been and

continue to be unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP Facilities. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis on better terms is not available without granting the DIP Agents, for the benefit of themselves and the DIP Lenders, (1) perfected security interests in and liens on (each as provided herein) the DIP Collateral, with the priorities set forth herein; (2) superpriority claims; and (3) the other protections set forth in this Interim Order.

(v) *Use of Cash Collateral and Proceeds of the DIP Term Facility.* As a condition to entry into the DIP Agreements, the extension of credit under the DIP Facilities and the authorization to use the Prepetition Collateral, including Cash Collateral, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties require, and the Debtors have agreed, that proceeds of the DIP Term Facility and the Prepetition Secured Parties' Cash Collateral shall be used in a manner consistent with the terms and conditions of this Interim Order and the DIP Documents and in accordance with the budget (as the same may be modified from time to time consistent with the terms of the DIP Term Documents and subject to such variances and exclusions as permitted in the DIP Term Documents, and as set forth in paragraphs 16 and 17 hereof, the "***Budget***"),⁵ solely for the purposes set forth in the DIP Documents and this Interim Order, including (a) ongoing working capital and other general corporate purposes of the Debtors;

⁵ A copy of the initial Budget is attached hereto as **Schedule 1**.

(b) permitted payment of costs of administration of the Chapter 11 Cases, including restructuring charges arising on account of the Chapter 11 Cases, including statutory fees of the U.S. Trustee and allowed professional fees and expenses of the Debtor Professionals (as defined herein) and professionals retained by a Committee (if any), subject to the Investigation Budget Amount (as defined herein); (c) payment of such prepetition expenses as consented to by the DIP Term Agent, acting at the direction of the Required Term Lenders or otherwise permitted under the DIP Documents in accordance with the Budget (subject to Permitted Variances (as defined below)); (d) payment of interest, premiums, fees, expenses, and other amounts (including, without limitation, legal and other professionals' fees and expenses of the DIP Agents and the DIP Lenders) owed under the DIP Documents, including those incurred in connection with the preparation, negotiation, documentation, and Court approval of the DIP Facilities whether incurred before or after the Petition Date; (e) payment of certain adequate protection amounts to the Prepetition Secured Parties, as set forth in paragraphs 12-13 hereof; and (f) payment of obligations arising from or related to the Carve-Out.

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

(vii) *Repayment of Prepetition ABL Loans.* Upon entry of the Interim Order, the Debtors shall (1) repay the Prepetition ABL Loans, together with any interest or fees due thereunder, in full in cash and cancel the associated commitments, (2) subject to the entry into the LC Cash Collateral Agreement, cash collateralize any outstanding Prepetition Letters of Credit,

and (3) make termination payments in respect of any terminated prepetition hedge agreements, including the Agent Hedge Agreement. The Debtors are authorized (but not directed) to renew any letters of credit cash collateralized under the LC Cash Collateral Agreement.

(viii) *Roll-up Loans.* Without any further action by the Debtors or any other party, (x) subject to the entry of the Final Order and the making of \$100,000,000 of DIP Term Loans, \$100,000,000 of Prepetition Term Loans shall be converted into DIP Term Loans and (y) upon entry of this Interim Order, \$275,000,000 of Prepetition FILO Term Loans, together with all accrued and unpaid interest thereon, shall be converted by amendment and restatement into DIP ABL FILO Loans in accordance with the DIP ABL FILO Credit Agreement. Notwithstanding any other provision of this Interim Order, the DIP Agreements or the Intercreditor Agreement to the contrary, all rights of the Prepetition Secured Parties under the Prepetition Documents shall be fully preserved. The Prepetition ABL FILO Secured Parties would not otherwise consent to the use of their Cash Collateral, the expansion of the borrowing base, the release of reserves or the subordination of their liens to the DIP Liens without the inclusion of the DIP ABL FILO Loans in the DIP Obligations. The conversion (or “roll-up”) shall be authorized as compensation for, in consideration for, and solely on account of, the agreement of certain Prepetition FILO Lenders to, *inter alia*, provide liquidity relief and permit access to Cash Collateral, and the agreement of certain Prepetition Term Lenders to provide new-money liquidity and permit access to Cash Collateral, and not as payments under, adequate protection for, or otherwise on account of, any Prepetition Secured Obligations. The conversion and “roll-up” of Prepetition Term Loans into DIP Term Loans and Prepetition FILO Term Loans into DIP ABL FILO Loans will enable the Debtors to obtain urgently needed financing that will allow them to free up liquidity to fund a reorganization process and emerge from these Chapter 11 Cases as a

going concern. Because the DIP ABL FILO Loans and the DIP Term Loans are subject to the reservation of rights in paragraph 36 below, they will not prejudice the right of any party in interest.

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

J. **Adequate Protection.**

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

(ii) The Prepetition Term Agents, for the benefit of the Prepetition Term Secured Parties, are entitled to receive adequate protection solely to the extent of any Diminution in Value of their interests in the Prepetition Collateral, including, without limitation, the Cash Collateral. Pursuant to sections 361, 363 and 507(b) of the Bankruptcy Code, as adequate protection, subject in all respects to the Carve-Out and subject to paragraph 36 of this Interim Order, the Prepetition Term Secured Parties will receive (a) solely to the extent of any Diminution

in Value of their interests in the Prepetition Collateral, Term Adequate Protection Liens (as defined below) with the relative priorities set forth on **Exhibit B** hereto and Term 507(b) Claims (as defined below); (b) current payment of reasonable and documented fees and expenses and other disbursements as set forth in paragraph 13 herein; and (c) financial and other reporting, in each case, as set forth in paragraph 13 herein.

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

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

(i) Based upon the pleadings and proceedings of record in the Chapter 11 Cases, (i) the extensions of credit under the DIP Facilities are fair and reasonable, are appropriate for secured financing to debtors in possession, are the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent

with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration; (ii) the terms and conditions of the DIP Facilities and the use of the Cash Collateral have been negotiated in good faith and at arm's length among the Debtors, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties, with the assistance and counsel of their respective advisors; (iii) the use of Cash Collateral, including, without limitation, pursuant to this Interim Order, has been allowed in "good faith" within the meaning of section 364(e) of the Bankruptcy Code; (iv) any actions under the DIP Documents, including credit to be extended, loans to be made, and other financial accommodations to be extended to the Debtors, by the DIP Agents, the DIP Lenders and the Prepetition Secured Parties, including, without limitation, pursuant to this Interim Order, have been allowed, advanced, extended, issued, or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code by the DIP Agents, the DIP Lenders and the Prepetition Secured Parties in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code; and (v) the DIP Facilities, the DIP Liens (as defined below), the DIP Superpriority Claims (as defined below), the Adequate Protection Liens (as defined below), and the 507(b) Claims (as defined below) shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is vacated, reversed, or modified, on appeal or otherwise.

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

accordance with and subject to the terms and conditions in this Interim Order and the DIP Documents.

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

N. **Interim Hearing**. Notice of the Interim Hearing and the relief requested in the Motion has been provided by the Debtors, whether by facsimile, electronic mail, overnight courier, or hand delivery to certain parties in interest, including the Notice Parties (as defined in the Motion). The Debtors have made reasonable efforts to afford the best notice possible under the circumstances, and no other notice is required in connection with the relief set forth in this Interim Order.

Based upon the foregoing findings and conclusions, the Motion, and the record before the Court with respect to the Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

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

2. Authorization of the DIP Facilities. The DIP Facilities are hereby approved as set forth herein. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents and to incur and to perform the DIP Obligations in accordance with, and subject to, the terms of this Interim Order and the DIP Documents, including, without limitation, to pay the Prepetition ABL Loans in full in cash, cancel the associated commitments, cash collateralize the Prepetition Letters of Credit and to renew any such Prepetition Letters of Credit so cash collateralized, make termination payments in respect of the Agent Hedge Agreement, and to deliver all instruments, certificates, agreements, and documents that may be required or necessary for the performance by the Debtors under the DIP Facilities and the creation and perfection of the DIP Liens (as defined below). The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order, the principal, interest, premiums, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and payable, without need to obtain further Court approval, whether or not such fees arose before, on, or after the Petition Date, and whether or not the transactions contemplated hereby are consummated, to implement all applicable reserves, and to take any other actions that may be necessary or appropriate, all as provided in this Interim Order or the DIP Documents. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. Upon execution and delivery, the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with their terms. Upon the Closing Date (as defined in the DIP Term Credit Agreement, the “*Closing Date*”), the Commitment Premium (as defined in the DIP Term Credit Agreement), the exit premium payable upon the Exit Conversion (as

defined in the DIP Term Credit Agreement) as set forth in section 2.14(b) of the DIP Term Credit Agreement, and the “Backstop Premium” as defined and set forth in the Backstop Commitment Letter, shall be fully earned and non-refundable and shall be payable in accordance with and at the times specified in the DIP Documents. The Debtors are hereby authorized and directed to pay, in accordance with this Interim Order, the principal, interest, fees, payments, expenses, and other amounts described in the DIP Documents as such amounts become due and without need to obtain further Court approval, including, without limitation, backstop, closing, arrangement or commitment fees (including the Commitment Premium, the Backstop Premium, and all fees and other amounts owed to the DIP Lenders), administrative agent’s fees and collateral agent’s fees (including all fees and other amounts owed to the DIP Agents), the reasonable fees and disbursements of counsel and other professionals, whether or not such fees arose before, on, and after the Petition Date, in accordance with this Interim Order or the DIP Documents.

3. Authorization to Borrow. To prevent immediate and irreparable harm to the Debtors’ estates, from the entry of this Interim Order through and including the earliest to occur of (i) entry of the Final Order or (ii) the DIP Termination Date (as defined below), and subject to the terms, conditions, and limitations on availability set forth in the DIP Documents and this Interim Order, the Debtors are hereby authorized to (a) borrow (in the form of DIP Term Loans) under the DIP Term Facility in an aggregate outstanding principal amount equal to the Interim Amount and (b) convert by amendment and restatement and “roll-up” Prepetition FILO Term Loans into DIP ABL FILO Loans in an amount equal to the ABL FILO Roll-Up Amount.

4. Amendment of the DIP Documents. The DIP Documents may from time to time be amended, modified, or supplemented by the parties thereto without further order of the Court if the amendment, modification, or supplement is (a) non-material and (b) in accordance

with the DIP Documents. In the case of a material amendment, modification, or supplement to the DIP Documents, the Debtors shall (i) provide notice (which may be provided through electronic mail or facsimile) to counsel to any Committee (if appointed), the U.S. Trustee, the DIP Agents, and the Prepetition Agents; (ii) file with the Court; and (iii) obtain approval of the Court.

5. DIP Obligations.

(a) The DIP Documents and this Interim Order shall constitute and evidence the validity and binding effect of the DIP Obligations, which shall be enforceable against the Debtors, their estates and any successors thereto, including, without limitation, any trustee appointed in the Chapter 11 Cases or in any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the “*Successor Cases*”). Upon entry of this Interim Order, the DIP Obligations will include all loans and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agents or any of the DIP Lenders, in each case, under the DIP Documents or this Interim Order or secured by the DIP Liens (as defined below), including, without limitation, all principal, accrued and unpaid interest, costs, fees, expenses, and other amounts owing under the DIP Documents. The Debtors shall be jointly and severally liable for the DIP Obligations. The DIP Obligations shall be due and payable, and the use of Cash Collateral shall automatically cease, in each case, without notice or demand on the DIP Termination Date, except as provided in paragraph 25 herein and subject to the requirements of the Carve-Out. Subject to paragraph 36, as applicable, no obligation, payment, transfer, or grant of collateral security hereunder or under the DIP Documents (including any DIP Obligation or DIP Liens (as defined below) but excluding any adequate protection provided to the Prepetition Secured Parties hereunder) shall be stayed, restrained, voidable,

avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under chapter 5 of the Bankruptcy Code, section 724(a) of the Bankruptcy Code, or any other provision with respect to avoidance actions under the Bankruptcy Code or applicable state law equivalents) or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any applicable law or regulation by any person or entity.

(b) Upon the closing of the DIP ABL FILO Facility, all existing cash management obligations constituting “Cash Management Obligations” under the Prepetition ABL FILO Credit Agreement and outstanding on the Petition Date shall be deemed Cash Management Obligations under the DIP ABL FILO Credit Agreement. All existing cash management services constituting “Cash Management Services” under the Prepetition ABL FILO Credit Agreement, which services are being continued by order of the Court entered contemporaneously herewith, shall be deemed Cash Management Services under the DIP ABL FILO Credit Agreement. The payment priorities in respect of the Cash Management Obligations under the DIP ABL FILO Credit Agreement, as set forth in Section 2.21(b) thereof, shall not be modified without the consent of the holders of all Cash Management Obligations, in each case under the DIP ABL FILO Credit Agreement.

6. DIP Liens. As security for the DIP Obligations, effective immediately upon entry of this Interim Order, pursuant to sections 361, 362, 364(c)(2), 364(c)(3), and 364(d) of the Bankruptcy Code, the DIP ABL FILO Agent, for the benefit of itself and the DIP ABL FILO Lenders, and the DIP Term Agent, for the benefit of itself and the DIP Term Lenders, are hereby granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly

perfected security interests and liens on all real and personal property, whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the “*DIP Collateral*”) including, without limitation (a) all cash, cash equivalents, deposit accounts, securities accounts, accounts, other receivables (including credit card receivables), chattel paper, contract rights, inventory (wherever located), instruments (including, without limitation, promissory notes), documents, securities (whether or not marketable) and investment property (including, without limitation, all of the issued and outstanding capital stock of each of Holdings’ subsidiaries, all securities accounts and security entitlements related thereto, and financial assets carried therein, and all commodity accounts and commodity contracts), hedge agreements, furniture, fixtures, equipment (including documents of title), goods, vehicles, franchise rights, trade names, trademarks, service marks, copyrights, patents, license rights, intellectual property, general intangibles (including, for the avoidance of doubt, payment intangibles), rights to the payment of money (including, without limitation, tax refunds and any other extraordinary payments), supporting obligations, guarantees, letter of credit rights, commercial tort claims, causes of action, and all substitutions, indemnification rights, all present and future intercompany debt, fee interests in real property owned by the Debtors, books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and other electronic storage media and related data processing software related to the foregoing, and accessions, products, rents, profits and proceeds of the foregoing, wherever located, including insurance or other proceeds; (b) all owned real property interests and all proceeds of leased real property (but, for the avoidance of doubt, not such real property leases themselves); (c) actions brought under section 549 of the Bankruptcy Code to recover any post-petition transfer of DIP Collateral; (d) subject to entry of a Final Order, the

proceeds of any avoidance actions (such actions, “*Avoidance Actions*”) brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law equivalents (the “*Avoidance Action Proceeds*”); *provided*, that no liens shall attach to Avoidance Actions; (e) subject to entry of the Final Order, the proceeds of any exercise of the Debtors’ rights under section 506(c) and 550 of the Bankruptcy Code; and (f) all assets of the Loan Parties (including, without limitation, all equity in non-U.S. subsidiaries of the Loan Parties) that do not constitute DIP Term Priority Collateral or DIP ABL FILO Priority Collateral (each as defined below) and are not otherwise subject to valid, perfected, enforceable and unavoidable security interests or liens in existence as of the Petition Date or valid liens perfected (but not granted) after the Petition Date (to the extent such perfection in respect of a prepetition claim is expressly permitted under the Bankruptcy Code) (the “*Unencumbered Collateral*”); in each case subject and subordinate to the Carve-Out and the Permitted Prior Liens, as set forth in this Interim Order and in accordance with the priorities set forth in **Exhibit B** hereto (all such liens and security interests granted to the DIP Agents, for their benefit and for the benefit of the DIP Lenders, pursuant to this Interim Order and the DIP Documents, the “*DIP Liens*”); *provided*, that, notwithstanding the foregoing, the DIP Collateral shall not include (and the DIP Liens shall not extend to) any “Excluded Assets” (as defined in the applicable DIP Documents).

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

(a) pursuant to Section 364(c) of the Bankruptcy Code, the liens securing the DIP Term Facility (the “*DIP Term Liens*”) shall be first-priority liens on all

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

Unencumbered Collateral, other than “Excluded Assets” (as defined in the DIP Documents), senior in priority on such Unencumbered Collateral to the liens securing the DIP ABL FILO Facility (the “**DIP ABL FILO Liens**”) and the Term Adequate Protection Liens, and, subject to paragraph 12(f), the Prepetition ABL FILO Liens and the ABL FILO Adequate Protection Liens; *provided*, that, as to the Avoidance Action Proceeds, the DIP Term Liens shall be senior to the DIP ABL FILO Liens solely to the extent of the aggregate outstanding principal amount of New Money DIP Term Loans, plus unpaid interest on, the New Money DIP Term Loans and all fees, and other expenses related thereto and arising and payable under the DIP Facility (the “**New Money DIP Term Claims**”) and *pari passu* with the DIP ABL FILO Liens to the extent of the aggregate outstanding principal amount of, plus unpaid interest on, the Term Roll-Up Amount, and all fees, and other expenses related thereto and arising and payable under the DIP Facility (the “**Roll-Up DIP Term Claims**”);

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

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

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

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

(e) other than as set forth herein (including with respect to the Carve-Out) or permitted under the DIP Documents, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest heretofore or hereinafter granted in the Chapter 11 Cases or any

⁷ For the avoidance of doubt, neither of the Operating Account nor the DIP Funding Account (each as defined in the DIP Term Credit Agreement) shall constitute or may be deemed to constitute DIP ABL FILO Priority Collateral.

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

8. Superpriority Claims. Subject and subordinate to the Carve-Out, upon entry of this Interim Order, the DIP Agents, on their own behalf and on behalf of the DIP Lenders, are hereby granted, pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority administrative expense claims in each of the Chapter 11 Cases and any Successor Cases (collectively, the “*DIP Superpriority Claims*”) for all DIP Obligations (a) with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 364, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code or any other provision of the Bankruptcy Code and (b) which shall at all times be senior to the rights of the Debtors and their estates, and any successor trustee or other estate representative to the extent permitted by law. Notwithstanding anything contained herein or in any of the DIP Documents to the contrary, the DIP Superpriority Claims granted to (x) the DIP ABL FILO Lenders shall, at all times be in respect of any assets or property that constitute, or, but for the commencement of the Chapter 11 Cases would have constituted, DIP ABL FILO Priority Collateral, senior to the DIP Superpriority Claims

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

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

10. Use of Proceeds of DIP Facilities.

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

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

11. Authorization to Use Cash Collateral. Subject to the terms and conditions

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

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

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

(a) ABL FILO Adequate Protection Liens. As security for the payment of the ABL FILO Adequate Protection Obligations, the Prepetition ABL FILO Agent (for itself and for the benefit of the Prepetition FILO Lenders) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) a valid, perfected replacement security interest in and lien on all DIP Collateral, including, upon

entry of the Final Order, the Avoidance Action Proceeds (the “**ABL FILO Adequate Protection Liens**”), subject and subordinate only to (i) the Carve-Out, (ii) the Permitted Prior Liens, (iii) with respect to DIP Collateral that constitutes DIP Term Priority Collateral, the DIP Term Liens, the Prepetition Term Liens, the Term Adequate Protection Liens (as defined below), and the DIP ABL FILO Liens, (iv) with respect to the Unencumbered Collateral and the Other Encumbered Collateral, the DIP Term Liens, the Term Adequate Protection Liens, and the DIP ABL FILO Liens, and (v) with respect to DIP Collateral that constitutes DIP ABL FILO Priority Collateral, the DIP ABL FILO Liens and the Prepetition ABL FILO Liens; *provided*, that, as to the Avoidance Action Proceeds, the ABL FILO Adequate Protection Liens shall be *pari passu* with the Term Adequate Protection Liens.

(b) ABL FILO Section 507(b) Claims. The ABL FILO Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (the “**ABL FILO 507(b) Claims**”), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, including, without limitation, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, or 1114 of the Bankruptcy Code, whether incurred in these Chapter 11 Cases or in any Successor Cases, subject and subordinate only to (i) the Carve-Out and (ii) the DIP Superpriority Claims granted in favor of the DIP Obligations and *pari passu* with the Term 507(b) Claims (as defined below). Except to the extent expressly set forth in this Interim Order, the Prepetition ABL FILO Secured Parties shall not receive or retain any payments, property, or other amounts in respect of the ABL FILO 507(b) Claims unless and until the Carve-Out is funded and, other than with regard to the DIP ABL FILO Priority Collateral, all DIP Obligations shall have indefeasibly been paid in full in cash. Notwithstanding their status

as ABL FILO 507(b) Claims, the ABL FILO Adequate Protection Obligations may be satisfied in a plan of reorganization confirmed in the Chapter 11 Cases in any manner set forth in such plan if holders of more than 66-2/3% in amount of the ABL FILO Adequate Protection Obligations consent to such treatment; *provided, however*, that nothing in this Interim Order shall be construed as establishing that the confirmation requirements for a chapter 11 plan have been satisfied, predetermining any provision of a chapter 11 plan, or predetermining how any vote by any insider is counted with respect to a chapter 11 plan.

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

successful Challenge in accordance with paragraph 36 hereof, interest on the ABL FILO Roll-Up Amount shall be deemed to have accrued pursuant to the Prepetition ABL FILO Documents.

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

(e) Nothing in this Interim Order or the DIP Documents shall prejudice the rights, remedies and privileges of the Prepetition ABL FILO Agent, the Prepetition FILO Lenders, and the Prepetition ABL Lenders granted in the Bankruptcy Code or as set forth in the Prepetition ABL FILO Documents to the extent the Prepetition ABL FILO Obligations or the Agent Hedge Agreement, each to be in respect of the Prepetition ABL Loans repaid pursuant to this Interim Order are not so repaid promptly following the entry of this Interim Order, or, after repayment, are required to be disgorged or otherwise avoided or reinstated, and all of the Prepetition ABL FILO Agent's, Prepetition FILO Lenders', and Prepetition ABL Lenders' rights and remedies under the Bankruptcy Code and the Prepetition ABL FILO Documents (including the Intercreditor Agreement) are hereby fully preserved, including their right to seek additional or further adequate protection.

(f) The provisions for adequate protection in this paragraph 12 with respect to the Prepetition ABL FILO Obligations, Prepetition ABL FILO Liens and any ABL FILO Adequate Protection Obligations, including ABL FILO Adequate Protection Liens and ABL FILO 507(b) Claims, shall be deemed satisfied and discharged (and without any further obligation to provide continuing adequate protection thereunder) upon both (x) the repayment in full of the

Prepetition ABL FILO Obligations in cash and/or through the conversion into the DIP ABL FILO Loans as contemplated hereunder and (y) the expiration of the Challenge Deadline without a Challenge in respect of the Prepetition ABL FILO Obligations and/or Prepetition ABL FILO Liens being commenced (or if commenced, upon the dismissal of such Challenge, with prejudice).

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

(a) Term Adequate Protection Liens. As security for the payment of the Term Adequate Protection Obligations, the Prepetition Term Collateral Agent (for itself and for the benefit of the Prepetition Term Lenders) is hereby granted (effective and perfected upon the date of this Interim Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements, or other agreements) a valid, perfected replacement security interest in and lien on all of the DIP Collateral, including, subject to entry of the Final Order, Avoidance Action Proceeds (the “*Term Adequate Protection Liens*” and, together with the ABL FILO Adequate Protection Liens, the “*Adequate Protection Liens*”), subject and subordinate only to (i) the Carve-Out, (ii) the Permitted Prior Liens, (iii) as to all DIP Collateral constituting DIP Term Priority Collateral, the DIP Term Liens and the Prepetition Term Liens, (iv) as to all DIP Collateral constituting DIP ABL FILO Priority Collateral, the DIP ABL

FILO Liens, the Prepetition ABL FILO Liens, the ABL FILO Adequate Protection Liens, and the DIP Term Liens, and (v) as to the Unencumbered Collateral and the Other Encumbered Collateral, the DIP Term Liens, and the DIP ABL FILO Liens; provided, that, as to the Avoidance Action Proceeds, the Term Adequate Protection Liens shall be *pari passu* with the ABL FILO Adequate Protection Liens.

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

have been satisfied, predetermining any provision of a chapter 11 plan, or predetermining how any vote by any insider is counted with respect to a chapter 11 plan.

(c) Adequate Protection Payments. The Debtors are authorized and directed to pay, as adequate protection, in the form of payment in cash all accrued and unpaid fees and reasonable and documented disbursements incurred by the Prepetition Term Agents, their advisors, including Dorsey & Whitney LLP, as counsel, and advisors to the ad hoc group of holders of Prepetition Term Loans and Prepetition FILO Term Loans (the “*Ad Hoc Group of Crossover Lenders*” and, together with the Ad Hoc Committee of FILO Lenders, the “*Ad Hoc Committees*”), including Milbank LLP (“*Milbank*”) as counsel, Morris, Nichols, Arsht & Tunnell LLP (“*MNAT*”) as Delaware counsel, Cassels Brock & Blackwell LLP (“*Cassels*”) as Canadian counsel and Houlihan Lokey, Inc. as financial advisor (“*Houlihan*” and, together with MNAT, Cassels and Milbank, the “*Ad Hoc Crossover Group Advisors*” and, together with the Ad Hoc FILO Committee Advisors, the “*Ad Hoc Committee Advisors*”), in each case whether accrued before, on, or after the Petition Date. The payment of the fees, expenses and disbursements set forth in this paragraph (to the extent incurred after the Petition Date) shall be subject to paragraph 36 and the review process set forth in paragraph 32.

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

14. Adequate Protection Reservation. Subject to the Carve-Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that

the adequate protection provided to the Prepetition Secured Parties hereunder is insufficient to compensate for any Diminution in Value of their respective interests in the Prepetition Collateral during the Chapter 11 Cases or any Successor Cases. The receipt by the Prepetition Secured Parties of the adequate protection provided herein shall not be deemed an admission that the interests of the Prepetition Secured Parties are adequately protected. Further, this Interim Order shall not prejudice or limit the rights of the Prepetition Secured Parties to seek additional relief with respect to the use of Cash Collateral or for additional adequate protection, subject in all respects to the terms and limitations of the Intercreditor Agreement.

15. Effect of Order on Adequate Protection. In the event that it is determined by a final order, which order shall not be subject to any appeal, stay, reversal, or vacatur, that (a) no Diminution in Value of any Prepetition Secured Party's respective interests in the Prepetition Collateral has occurred or (b) such Prepetition Secured Party is determined to be undersecured, then a party in interest shall have the right to assert that payments on account of adequate protection pursuant to this Interim Order shall be applied toward repayment of the principal amount due under the Prepetition Secured Facilities as is owing to such Prepetition Secured Party.

16. Budget Maintenance. The Debtors shall use the proceeds of all borrowings under the DIP Facilities and Cash Collateral in accordance with the Budget, subject in all respects to the Permitted Variance. The Budget annexed hereto as Schedule 1 shall constitute the initial Budget. On the first Wednesday that is four (4) full weeks after the Petition Date, and on the Wednesday of each fourth week thereafter, the Debtors shall provide to the DIP Term Agent, their legal advisors, the DIP ABL FILO Agent, and the Ad Hoc Committee Advisors (a) an updated proposed rolling 13-week statement of the Debtors' anticipated cash receipts and disbursements for the subsequent 13-week period (a "***Proposed Budget***"), which Proposed Budget shall modify

and supersede any prior Budget on the Wednesday of the week following the delivery of any Proposed Budget, unless prior to such date the DIP Term Agent, at the direction of the Required Term Lenders or Required Term Lenders notifies the Loan Parties in writing (which may be by email) that such Proposed Budget is not in form and substance satisfactory to the Required Term Lenders. If the DIP Term Agent, at the direction of the Required Term Lenders or Required Term Lenders deliver such notice that such Proposed Budget is not in form and substance satisfactory to the Required Term Lenders, the Budget then in effect shall continue as the then-effective Budget, and the DIP Term Lenders shall have no obligation to fund such Proposed Budget. Each Budget delivered to the DIP Term Agent and the Ad Hoc Committee Advisors shall be accompanied by such supporting documentation as reasonably requested by the Ad Hoc Committee Advisors, and each Budget shall be prepared in good faith based upon assumptions the Debtors believe to be reasonable. A copy of the Budget shall be delivered to the legal and financial advisors to the Committee (if appointed) and the U.S. Trustee following such Budget's approval.

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

18. Modification of Automatic Stay. The automatic stay imposed under section 362(a)(2) of the Bankruptcy Code is hereby modified as necessary to effectuate all of the terms and provisions of this Interim Order, including, without limitation, to (a) permit the Debtors to

grant the DIP Liens, Adequate Protection Liens, DIP Superpriority Claims, and 507(b) Claims; (b) permit the Debtors to perform such acts as the DIP Agents, the Prepetition ABL FILO Agent, and the Prepetition Term Agents each may reasonably request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the DIP Agents, DIP Lenders, and Prepetition Secured Parties under the DIP Documents, the DIP Facilities, and this Interim Order, as applicable; and (d) authorize the Debtors to pay, and the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties to retain and apply, payments made in accordance with the terms of this Interim Order.

19. Perfection of DIP Liens and Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the creation, validity, perfection, and priority of all liens granted herein, including the DIP Liens and the Adequate Protection Liens, without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens or the Adequate Protection Liens or to entitle the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, each of the DIP Agents, Prepetition ABL FILO Agent, and Prepetition Term Agents are authorized to file or record, as it in its sole discretion deems necessary or advisable, such financing statements, security agreements, mortgages, notices of liens, and other similar documents to perfect its respective liens in accordance with applicable non-bankruptcy law, and all such financing statements, mortgages, notices, and other documents shall be deemed to have been filed or recorded as of the Petition Date; *provided, however*, that no such filing or recordation shall be

necessary or required in order to create or perfect the DIP Liens or the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver, promptly upon demand to the DIP Agents, Prepetition ABL FILO Agent, and Prepetition Term Agents, all such financing statements, mortgages, notices, and other documents as the DIP Agents, Prepetition ABL FILO Agent, or Prepetition Term Agents, as applicable, may reasonably request. Each of the DIP Agents, Prepetition ABL FILO Agent, and Prepetition Term Agents, in its discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instrument, and all applicable officials are hereby directed to accept a photocopy of this Interim Order for filing or recordation for such purpose. To the extent any of the Prepetition ABL FILO Agent or Prepetition Term Agents are the secured party under any security agreement, mortgage, leasehold mortgage, landlord waiver, credit card processor notices or agreements, bailee letters, custom broker agreements, financing statement, account control agreements, or any other Prepetition Documents or is listed as loss payee or additional insured under any of the Debtors' insurance policies, the DIP Agents shall also be deemed to be the secured party or the loss payee or additional insured, as applicable, under such documents. The Prepetition ABL FILO Agent and Prepetition Term Agents, as applicable, shall serve as agents for the DIP Agents for purposes of perfecting the DIP Liens on all DIP Collateral that is of a type such that, without giving effect to the Bankruptcy Code and this Interim Order, perfection of a lien thereon may be accomplished only by possession or control by a secured party.

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

- (a) Unless the DIP Agents, the Prepetition ABL FILO Agent, and the

Prepetition Term Agents shall have provided their prior written consent, or all DIP Obligations and all Prepetition Secured Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash and the lending commitments under the DIP Facilities have terminated, it shall be an Event of Default under each of the DIP Agreements and this Interim Order if there shall be entered in any of these Chapter 11 Cases or any Successor Cases any order (including any order confirming any plan of reorganization or liquidation) that authorizes any of the following (unless such order provides for the simultaneous satisfaction of such obligations): (i) the obtaining of credit or the incurring of indebtedness that is secured by a security, mortgage, or collateral interest or other lien on all or any portion of the DIP Collateral or the Prepetition Collateral or that is entitled to administrative priority status, in each case that is superior to or *pari passu* with the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, or the 507(b) Claims, except as expressly set forth in this Interim Order or the DIP Documents; (ii) the use of Cash Collateral for any purpose other than as permitted in the Budget, subject to the Permitted Variances, the DIP Documents, and this Interim Order; or (iii) any modification of any DIP Agent's, any DIP Lender's, or any Prepetition Secured Party's rights under this Interim Order, the DIP Documents, or the Prepetition Documents with respect any DIP Obligations or Prepetition Secured Obligations.

(b) The Debtors (and/or their legal and financial advisors in the case of clauses (ii) through (iv) below) will, whether or not the DIP Obligations (excluding contingent indemnification obligations for which no claim has been asserted) have been indefeasibly paid in full in cash, (i) maintain books, records, and accounts to the extent and as required by the DIP Documents and the Prepetition Documents (and subject to the applicable grace periods set forth

therein); (ii) reasonably cooperate with, consult with, and provide to the DIP Agents and the Prepetition Agents all such information and documents that any or all of the Debtors are obligated (including upon reasonable request by any of the DIP Agents or the Prepetition Agents) to provide under the DIP Documents, the Prepetition Documents, or the provisions of this Interim Order; (iii) authorize their independent certified public accountants, financial advisors, investment bankers and consultants, including Evercore Group LLC and FTI Consulting Inc. to cooperate and consult with the DIP Agents (and, so long as an Event of Default has occurred and is continuing, each DIP Lender), the Ad Hoc Committee Advisors, and the Prepetition Agents; (iv) upon reasonable advance notice, permit the DIP Agents, the DIP Lenders, and the Prepetition Agents to visit and inspect any of the Debtors' respective properties, to examine and make abstracts or copies from any of their respective books and records, to tour the Debtors' business premises and other properties, and to discuss their respective affairs, finances, properties, business operations, and accounts with their respective officers, employees, independent public accountants, and other professional advisors (other than legal counsel) as and to the extent required by the DIP Documents and/or the Prepetition Documents; (v) permit the DIP Agents, the Prepetition Agents and the Ad Hoc Committee Advisors to consult with the Debtors' management and advisors on matters concerning the Debtors' businesses, financial condition, operations, and assets; and (vi) upon reasonable advance notice, permit the DIP Agents and the Prepetition Agents to conduct, at their discretion and at the Debtors' cost and expense, field audits, collateral examinations, and liquidation valuations at reasonable times in respect of any or all of the DIP Collateral or the Prepetition Collateral, in accordance with the DIP Documents and the Prepetition Documents.

21. Credit Bidding. In connection with any sale process authorized by the Court, whether effectuated through sections 363, 725, or 1123 of the Bankruptcy Code, the DIP

Agents, DIP Lenders, and, subject to entry of the Final Order, the Prepetition Secured Parties may credit bid up to the full amount of the outstanding DIP Obligations or the relevant Prepetition Secured Obligations, as applicable, in each case including any accrued and unpaid interest, expenses, fees, and other obligations for their respective priority collateral (each such bid, a “*Credit Bid*”) pursuant to section 363(k) of the Bankruptcy Code, subject in each case to the Intercreditor Agreement and the priorities set forth herein; *provided*, that any Credit Bid includes cash consideration sufficient to pay in full any obligations with senior liens on the collateral that is subject to the Credit Bid.

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

23. Maintenance of DIP Collateral. Until the indefeasible payment in full of all DIP Obligations, all Prepetition Secured Obligations, and the termination of the DIP Agents’ and the DIP Lenders’ obligation to extend credit under the DIP Facilities, the Debtors shall (a) insure the DIP Collateral as required under the DIP Facilities or the Prepetition Documents, as applicable;

(b) maintain the cash management system in effect as of the Petition Date, as modified by any order entered by the Court; and (c)(i) maintain accurate records of all transfers (including intercompany transactions) within the cash management system so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, their books and records, to the same extent maintained by the Debtors before the Petition Date, and (ii) provide reasonable access to such records to the DIP Agents and the Ad Hoc Committee Advisors.

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

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

by the DIP Term Agent at the direction of the Required Term Lenders; and (c) subject to paragraph 28, the DIP Agents and DIP Lenders shall be otherwise entitled to exercise rights and remedies under the DIP Documents in accordance with this Interim Order.

26. Events of Default. The occurrence of any of the following events, unless waived by the DIP Term Agent, at the direction of the Required Term Lenders, and/or the DIP ABL FILO Agent (as applicable) in writing and in accordance with the terms of the applicable DIP Agreements, shall constitute an event of default (collectively, the “*Events of Default*”) under this Interim Order: (a) the failure of the Debtors to perform or comply with, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order, subject to a three-day cure period (if such failure is capable of being cured); or (b) the occurrence of an “Event of Default” under either of the DIP Agreements. Upon the indefeasible payment in full in cash of the DIP Obligations (a “*DIP Repayment*”), the foregoing Events of Default may be waived by the Prepetition Agents as set forth in the Prepetition Documents.

27. Milestones. The failure of the Debtors to comply with any of the “*Milestones*” set forth on Schedule 2 hereto shall (a) constitute an Event of Default under (i) each of the DIP Agreements and (ii) this Interim Order and, (b) subject to the expiration of the Remedies Notice Period, result in the automatic termination of the Debtors’ authority to use Cash Collateral under this Interim Order, and (c) permit the DIP Agents, subject to the terms of paragraph 28, to exercise the rights and remedies provided for in this Interim Order and the DIP Documents.

28. Rights and Remedies Upon Event of Default. Immediately upon the occurrence and during the continuation of an Event of Default or the “Maturity Date” under the applicable DIP Agreement, notwithstanding the provisions of section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order of the Court, but subject to

the terms of this Interim Order, (a) each of the DIP Term Agent and the DIP ABL FILO Agent may declare (i) all outstanding DIP Obligations owing under the respective DIP Documents to be immediately due and payable, (ii) the termination of any further commitment to extend credit to the Debtors to the extent any such commitment remains under the respective DIP Facilities, (iii) termination of the respective DIP Facilities and the respective DIP Documents as to any future liability or obligation of the applicable DIP Agents and the DIP Lenders, without affecting any of the DIP Liens or the DIP Obligations, and (iv) that the application of the Carve-Out has occurred through the delivery of the Carve-Out Trigger Notice (as defined below) to the Debtors; and (b) subject to the provisions in paragraph 25, the Prepetition Agents may declare the termination of the Debtors' ability to use Cash Collateral (any such declaration shall be referred to as a "***DIP Termination Declaration***") and the date on which a DIP Termination Declaration is delivered shall be referred to as the "***DIP Termination Date***"). A DIP Termination Declaration shall be delivered by electronic mail (or other electronic means) to counsel to the Debtors, counsel to a Committee (if appointed), counsel to each of the DIP Agents (or the other DIP Agent, if made by one of the DIP Agents), counsel to each of the Ad Hoc Committees, counsel to each of the Prepetition Agents (or the other Prepetition Agent, if made by one of the Prepetition Agents), and the U.S. Trustee. The automatic stay is hereby modified so that five (5) business days after the date a DIP Termination Declaration is delivered (such five-day period, the "***Remedies Notice Period***"), the DIP Agents and the DIP Lenders shall be entitled to exercise their rights and remedies in accordance with their respective DIP Documents, as applicable, and this Interim Order, subject in all respects to the Carve-Out. During the Remedies Notice Period, the Debtors and/or a Committee (if appointed) or any party in interest shall be entitled to seek an emergency hearing from the Court, and upon and after delivery of the DIP Termination Declaration, each DIP Agent delivering such

DIP Termination Declaration shall be deemed to have consented to such emergency hearing. The Debtors hereby waive their right to and shall not be entitled to invoke section 105 of the Bankruptcy Code in an effort to restrict or preclude the DIP Agents or DIP Lenders from exercising any rights or remedies set forth in this paragraph 28 or elsewhere in the Interim Order or DIP Documents. Unless the Court orders otherwise, the automatic stay shall automatically be terminated at the end of the Remedies Notice Period without further notice or order as to the DIP Agents and the DIP Lenders. Upon the occurrence and during the continuation of an Event of Default, the DIP Agents and any liquidator or other professional will have the right to access and utilize, at no cost or expense, any trade names, trademarks, copyrights, or other intellectual property of the Debtors to the extent necessary or appropriate in order to sell, lease, or otherwise dispose of any of the DIP Collateral, including pursuant to any Court-approved sale process; *provided, however*, that the DIP Agents and the other DIP Lenders may only enter upon a leased premises of the Debtors after a DIP Termination Declaration in accordance with (i) a separate written agreement among the DIP Agents, the other DIP Lenders, and the applicable landlord for the leased premises, (ii) pre-existing rights of the DIP Agents or the other DIP Lenders under applicable non-bankruptcy law, (iii) written consent of the applicable landlord for the leased premises, or (iv) entry of an order by this Court approving such access to the leased premises after notice and an opportunity to be heard for the applicable landlord for the leased premises.

29. Carve-Out.

(a) As used in this Interim Order, the term “*Carve-Out*” means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate (without regard to the notice set forth in clause (iv) below); (ii) all reasonable fees and expenses up to \$75,000 incurred by a trustee under section

726(b) of the Bankruptcy Code (without regard to the notice set forth in clause (iv) below); (iii) to the extent allowed at any time, whether by interim or final compensation order, procedural order, or otherwise, all unpaid fees and expenses (including any monthly or success or Transaction Fee (defined below) payable to estate professionals) (the “**Allowed Professional Fees**”) incurred by persons or firms retained by the Loan Parties pursuant to section 327, 328, or 363 of the Bankruptcy Code (the “**Debtor Professionals**”) and the Committee (if any) pursuant to section 328 or 1103 of the Bankruptcy Code (the “**Committee Professionals**”) and, together with the Debtor Professionals, the “**Professional Persons**”) at any time before or on the first business day following delivery by the DIP Term Agent or the DIP ABL FILO Agent of a Carve-Out Trigger Notice (as defined below), whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice (as defined below) (the amounts set forth in clauses (i) through (iii), the “**Pre-Carve-Out Trigger Notice Cap**”); and (iv) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed \$2,500,000 incurred after the first business day following the date of delivery by the DIP Term Agent or the DIP ABL FILO Agent of the Carve-Out Trigger Notice (such date, the “**Trigger Date**”), to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the “**Post-Carve-Out Trigger Notice Cap**” and, together with the Pre-Carve-Out Trigger Notice Cap, the “**Carve-Out Cap**”); *provided*, that under no circumstances shall any success, completion, or similar fees be paid from the Carve-Out following delivery of a Trigger Notice unless such fee was earned and payable prior to the Trigger Date; *provided, further* that nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described in the Carve-Out Cap on any other grounds.

(b) For purposes of the foregoing, “**Carve-Out Trigger Notice**” shall

mean a written notice delivered by email (or other electronic means) by the DIP Term Agent or the DIP ABL FILO Agent to each other, the Loan Parties, their lead restructuring counsel (Latham & Watkins LLP), the U.S. Trustee, counsel to the Committee (if any), and counsel to each of the Ad Hoc Committees and the DIP Agents, which notice may be delivered following the occurrence and during the continuation of an Event of Default (as defined herein) and acceleration of the obligations under either of the DIP Facilities, stating that the Post-Carve-Out Trigger Notice Cap has been invoked.

(c) On the day on which a Carve Out Trigger Notice is given by either DIP Agent to the Loan Parties with a copy to counsel to the Committee (if any) (the “**Termination Declaration Date**”), the Carve-Out Trigger Notice shall constitute a demand to the Loan Parties to utilize (i) first, all cash in the DIP Funding Account, and then the Operating Account, notwithstanding anything in the DIP Term Documents to the contrary, including with respect to the existence of a default or an Event of Default, the failure of the Debtors to satisfy any or all of the conditions precedent for the withdrawal of funds from the DIP Funding Account or the Operating Account, including any Milestone or entry of the Final Order, or any termination of the commitments under the DIP Term Facility, and (ii) second, to the extent the cash set forth in clause (i) is insufficient, all cash on hand as of such date and any available cash thereafter generated by the Debtors to deposit in a segregated account at the DIP Term Agent (the “**Escrow Account**”) an amount equal to the Carve-Out Cap and hold in trust to pay such amounts benefiting from the Carve-Out. On or after the Termination Declaration Date, immediately following the consummation of (A) the sale of the business as a going concern, whether in one or a series of transactions, or (B) the consummation of a plan of reorganization (in each case, a “**Consummated Transaction**”), in either case having the support of the Ad Hoc Committees, (1) the Post-Carve-

Out Trigger Notice Cap shall be increased in an amount not to exceed \$4,500,000 by the Restructuring Fee or Sale Fee (as defined in the engagement letter referred to below in this clause (1)), as applicable, payable to Evercore Group L.L.C., as financial advisor of the Loan Parties (any such fee, a “*Transaction Fee*”), in accordance with that certain engagement letter, dated April 16, 2020 between Evercore Group L.L.C., Latham & Watkins LLP and GNC Holdings, Inc. in effect on the date hereof, subject to the approval of the Court, earned as a result of such Consummated Transaction, and (2) an amount equal to any such Transaction Fee, not to exceed \$4,500,000, shall be deposited in the Escrow Account and used to pay any such Transaction Fees to the extent such Transaction Fees are earned and payable and to the extent such Transaction Fees are not paid directly to the applicable Debtor Professional at the consummation of the transaction. Notwithstanding the foregoing, the Post-Carve-Out Trigger Notice Cap shall not be increased in the event of a liquidation of the assets.

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

(e) All funds in the Escrow Account shall be used first to pay all obligations benefitting from the Pre-Carve-Out Trigger Notice Cap, until paid in full, and then the obligations benefitting from the Post-Carve-Out Trigger Notice Cap. If, after paying all amounts set forth in the definition of Carve-Out, the Escrow Account has not been reduced to zero, all

remaining funds in the Escrow Account that are funded pursuant to paragraph 29(c) (i) out of the proceeds of DIP Term Priority Collateral or the DIP Funding Account, shall be distributed to the DIP Term Agent on account of the DIP Term Loans, and (ii) out of DIP ABL FILO Priority Collateral or proceeds thereof, shall be distributed to the DIP ABL FILO Agent on account of the DIP ABL FILO Loans.

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

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

delivery of a Carve-Out Trigger Notice.

(h) For the avoidance of doubt, if a DIP Repayment occurs or the DIP Facilities are otherwise terminated, the Interim Order shall remain in full force and effect, including with respect to the Debtors' use of Cash Collateral, the Carve-Out, and all related provisions in respect thereof, and the Prepetition Agents shall assume any rights and obligations that the DIP Agents previously had with respect to the Carve-Out.

30. Limitations on Use of DIP Proceeds, Cash Collateral, and Carve-Out. No portion of the Carve-Out, the proceeds of any DIP Term Loans, or any Cash Collateral may be used to (or support any other party to) litigate, object to, contest or challenge in any manner or raise any defenses to the debt, collateral position, liens or claims of any of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, whether by challenging the validity, extent, amount, perfection, priority or enforceability of the indebtedness under the DIP Facilities, the Prepetition ABL FILO Credit Agreement or the Prepetition Term Credit Agreement, or the validity, extent, perfection, priority or enforceability of any mortgage, security interest or lien with respect thereto or any other rights or interests or replacement liens with respect thereto or any other rights or interests of any of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, or by seeking to subordinate or recharacterize the DIP Facilities (or amounts outstanding thereunder), the Prepetition ABL FILO Credit Agreement (or amounts outstanding thereunder) or the Prepetition Term Credit Agreement (or amounts outstanding thereunder), or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or by asserting any claims or causes of action, including, without limitation, any actions under chapter 5 of the Bankruptcy Code, against any of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, or any of their respective officers, directors, agents, or employees; *provided, however*, that the Carve-Out

and such collateral proceeds and loans under the DIP Documents may be used for allowed fees and expenses, in an amount not to exceed \$75,000 (the “*Investigation Budget Amount*”) incurred solely by a Committee (if appointed), in investigating (but not prosecuting or challenging) the validity, enforceability, perfection, priority, or extent of the Prepetition Liens (the “*Investigation*”) before the Challenge Deadline (as defined below). In addition, none of the Carve-Out, proceeds of DIP Term Loans, nor any Cash Collateral shall be used in connection with (a) preventing, hindering or delaying any of the DIP Lenders’, the DIP Agents’, or the Prepetition Secured Parties’ enforcement or realization upon the DIP Collateral or the exercise of rights by the DIP Agents or the Prepetition Agents once an Event of Default has occurred and is continuing, (b) using or seeking to use Cash Collateral or selling or otherwise disposing of the DIP Collateral other than as provided herein, (c) using or seeking to use any insurance proceeds related to the DIP Collateral without the consent of the DIP Term Agent, the DIP ABL FILO Agent, the Prepetition ABL FILO Agent or the Prepetition Term Agents, as applicable; or (d) incurring Indebtedness (as defined in the DIP Term Credit Agreement) other than in accordance with the Budget or other than as permitted in the DIP Documents; *provided* that the foregoing limitations shall not prevent the Loan Parties and their professionals, or any other party in interest, from being heard on whether an Event of Default has occurred and is continuing.

31. Good Faith Under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court of competent jurisdiction, the DIP Agents, the DIP Lenders, and Prepetition Secured Parties are entitled to the protections provided

in section 364(e) of the Bankruptcy Code. Any such modification, amendment, or vacatur shall not affect the validity and enforceability of any advances previously made or made hereunder, or lien, claim, or priority authorized or created hereby, unless such authorization and the incurring of such debt, or the granting of such priority or lien, is stayed pending appeal.

32. Payment of Fees and Expenses. The Debtors are authorized and directed to pay all reasonable and documented prepetition and postpetition fees and out-of-pocket expenses of the DIP Agents and DIP Lenders, including the Ad Hoc Committees, in connection with the DIP Facilities, as provided in the DIP Documents. Any time that professionals of the DIP Agents and the DIP Lenders, including the Ad Hoc Committees, seek payment of fees and expenses from the Debtors, each professional shall provide summary copies of its fee and expense statements or invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work-product doctrine) to the U.S. Trustee and counsel to the Committee (if appointed) contemporaneously with the delivery of such fee and expense statements to the Debtors. The Debtors, any Committee, or the U.S. Trustee may, within ten (10) days of receipt of a statement, dispute the payment of any portion of such invoiced fees and expenses (the “***Disputed Invoiced Fees***”) by notifying the submitting party in writing setting forth the specific objections to the Disputed Invoiced Fees (to be followed by the filing with the Court, if necessary, of a motion or other pleading, with at least ten (10) days prior written notice to the submitting party of any hearing on such motion or other pleading). If no objection is timely made to a statement, then the Debtors shall promptly pay in full in cash such invoiced fees and expenses. If an objection is

timely made to a statement, the Debtors shall promptly pay in full in cash all such invoiced fees and expenses other than the Disputed Invoiced Fees. Notwithstanding the foregoing, the Debtors are authorized and directed to pay on the Closing Date all reasonable and documented fees, costs, and out-of-pocket expenses of the DIP Agents and the DIP Lenders incurred on or prior to such date without the need for any professional engaged by either of the DIP Agents or by the DIP Lenders to first deliver a copy of its invoice as provided for herein. No attorney or advisor to either of the DIP Agents or to the DIP Lenders shall be required to file an application seeking compensation for services or reimbursement of expenses with the Court. Any and all fees, costs, and expenses paid prior to the Petition Date by any of the Debtors to the (i) DIP Agents or DIP Lenders in connection with the DIP Facilities and (ii) Prepetition Secured Parties in connection with the Chapter 11 Cases, are hereby approved in full.

33. Proofs of Claim. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties will not be required to file proofs of claim in any of the Chapter 11 Cases or Successor Cases for any claim allowed herein. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or Successor Cases to the contrary, each of the Prepetition ABL FILO Agent and the Prepetition Term Agents is hereby authorized and entitled, in its sole discretion, to file a master proof of claim on behalf of the Prepetition ABL FILO Secured Parties and the Prepetition Term Secured Parties, as applicable, in each of the Chapter 11 Cases or Successor Cases. Any proof of claim filed by the Prepetition ABL FILO Agent or the Prepetition Term Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the Prepetition ABL FILO Secured Parties or the Prepetition Term Secured Parties, respectively. The provisions of this paragraph 33 and each master proof of claim are intended solely for the purpose of administrative convenience and shall

not affect the right of each Prepetition Secured Party (or its successors in interest) to vote separately on any plan proposed in these Chapter 11 Cases or to assert that the amount of its claim is different from that set forth on the applicable master proof of claim. The master proofs of claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the applicable Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the applicable Prepetition Secured Party.

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

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

36. Effect of Stipulations on Third Parties.

(a) *Generally.* The Stipulations shall be binding on the Debtors, any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee for any of the

Loan Parties or any other estate representative appointed in the Chapter 11 Cases or any Successor Cases) in all circumstances and for all purposes. The Stipulations shall also be binding on all creditors and other parties in interest and all of their respective successors and assigns, including, without limitation, a Committee (if appointed) and any other person or entity acting or seeking to act on behalf of the Loan Parties' estates in all circumstances and for all purposes, unless (i) the Committee or a party in interest (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline) has timely commenced an appropriate proceeding or contested matter required under the Bankruptcy Code and Bankruptcy Rules, including, without limitation, as required pursuant to Part VII of the Bankruptcy Rules (in each case subject to the limitations set forth in this paragraph 36) by the Challenge Deadline challenging any of the Stipulations (each such proceeding or contested matter, a "**Challenge**") and (ii) there is entered a final non-appealable order in favor of the plaintiff in any such timely filed Challenge; *provided* that any pleadings filed in any Challenge (or in any application to extend the Challenge Deadline) shall set forth with specificity the basis for such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever, waived, released and barred). The Court may fashion any appropriate remedy following a successful Challenge.

(b) If any such Challenge is timely and properly filed prior to the Challenge Deadline, the Stipulations shall nonetheless remain binding and preclusive (as provided in paragraph 36(a) hereof) on the Committee (if appointed) and on any other person or entity, the Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the Loan Parties in the Chapter 11 Cases or any Successor Cases), except to the extent that such Stipulations were expressly and successfully challenged by

such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. If any such Challenge is timely and properly filed prior to the Challenge Deadline and remains pending and the Chapter 11 Cases are converted to chapter 7, the chapter 7 trustee may continue to prosecute such Challenge on behalf of the Debtors' estates; *provided* that if the Challenge Deadline has elapsed and no timely and properly filed Challenge has been commenced either before or after conversion of the Chapter 11 Cases to chapter 7 cases, or any Challenge has been resolved prior to the conversion of the Chapter 11 Cases to chapter 7 cases, the chapter 7 trustee shall be bound by the Stipulations or such resolution, as applicable; *provided further* that if a chapter 7 trustee is appointed prior to the expiration of the Challenge Deadline, such trustee shall have until the expiration of the Challenge Deadline to commence a Challenge.

(c) The "**Challenge Deadline**" shall mean the earlier of (i) 60 days from the date of the formation of the Committee (if appointed) and (ii) 75 days following the entry of the Interim Order, as such deadline may be extended (x) in writing prior to the expiration of the Challenge Deadline (which writing may be in the form of email by counsel) from time to time in the sole discretion of the Prepetition ABL FILO Agent (with respect to the Prepetition ABL FILO Liens and Prepetition ABL FILO Obligations or the adequate protection afforded to the Prepetition ABL FILO Secured Parties) and the Prepetition Term Administrative Agent (with respect to the Prepetition Term Liens and Prepetition Term Obligations or the adequate protection afforded to the Prepetition Term Secured Parties) or (y) by this Court for good cause shown upon an application for an extension filed and served by a party in interest, pursuant to an order entered prior to the expiration of the Challenge Deadline; *provided*, that an extension pursuant to the foregoing clause (y) shall only be applicable as to such party in interest and the particular Challenge set forth in such application. Nothing in this Interim Order vests or confers on any

entity (as defined in the Bankruptcy Code), including the Committee (if appointed) or any non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Stipulations, and all rights to object to such standing are expressly reserved.

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

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

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

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

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

41. DIP Released Parties. Subject to entry of the Final Order, the Debtors hereby absolutely and unconditionally release and forever discharge and acquit the DIP Agents,

the DIP Lenders and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns, each in such capacity (collectively, the “*DIP Released Parties*”) from any and all obligations and liabilities to the Debtors (and their successors and assigns) and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys’ fees, costs, expenses, or judgments of every type (in each case, arising on or prior to the date of the Final Order), whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending, or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description, in each case, arising in connection with or relating to the DIP Facilities, the DIP Liens or any of the DIP Documents; *provided*, that nothing herein shall relieve the DIP Released Parties from fulfilling their obligations under the DIP Documents and/or this Interim Order.

42. Limits on Lender Liability. Subject to entry of the Final Order, nothing in this Interim Order, any of the DIP Documents, the Prepetition Documents, or any other documents related thereto, shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties of any liability for any claims arising from any activities by the Debtors in the operation of their businesses or in connection with the administration of these Chapter 11 Cases or any Successor Cases. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not, solely by reason of having made loans under

the DIP Facilities, authorizing the use of Cash Collateral or performing any act authorized by the DIP Documents, be deemed in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended, or any similar federal or state statute). Nothing in this Interim Order or the DIP Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Lenders, or any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors.

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

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

45. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, subject to the Prepetition Documents and the Intercreditor Agreement: (a) the DIP Agents’, DIP Lenders’, and Prepetition Secured Parties’ rights to seek any other or supplemental

relief; (b) any of the rights of any of the DIP Agents, DIP Lenders, and/or the Prepetition Secured Parties under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay imposed by section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases or Successor Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the DIP Agents, the DIP Lenders, or the Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', a Committee's (if appointed), or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence except as expressly set forth in this Interim Order.

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

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

any Successor Cases, or upon dismissal of any Chapter 11 Case or Successor Case.

48. No Modification of Interim Order. Until and unless the DIP Obligations and the Prepetition Secured Obligations (other than contingent obligations with respect to then unasserted claims) have been indefeasibly paid in full in cash (such payment being without prejudice to any terms or provisions contained in the DIP Facilities which survive such discharge by their terms), and all commitments to extend credit under the DIP Facilities have been terminated, the Debtors shall not seek or consent to, directly or indirectly, any modification, stay, vacatur, or amendment to this Interim Order without the prior written consent of the DIP Agents, the Prepetition ABL FILO Agent, and the Prepetition Term Agents, and no such consent shall be implied by any action or inaction of the DIP Agents or the Prepetition Agents.

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

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

51. Discharge. Subject to entry of the Final Order, the DIP Obligations and the obligations of the Debtors with respect to the adequate protection provided herein shall not be discharged by the entry of an order confirming any plan of reorganization in any of the Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such plan of

reorganization, or each of the DIP Term Agent, the DIP ABL FILO Agent, the DIP Lenders, the Prepetition ABL FILO Agent, and the Prepetition Term Agents, as applicable, has otherwise agreed in writing; *provided*, that the DIP Term Loans and the DIP ABL FILO Loans shall convert into a first lien first out exit loans, subject to and in accordance with the DIP Agreements.

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

asserted). Subject to entry of the Final Order, the terms and provisions concerning the indemnification of the DIP Agents and the DIP Lenders shall continue in the Chapter 11 Cases, in any Successor Cases, following dismissal of the Chapter 11 Cases or any Successor Cases, following termination of the DIP Documents and/or the indefeasible repayment of the DIP Obligations.

53. Payments Held in Trust. Except as expressly permitted in this Interim Order or the DIP Agreements, and subject to the Carve-Out, in the event that any person or entity receives any payment on account of a security interest in DIP Collateral, receives any DIP Collateral or any proceeds of DIP Collateral, or receives any other payment with respect thereto from any other source prior to all DIP Obligations in accordance with the DIP Agreements, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Lenders and shall immediately turn over such proceeds to the DIP Term Agent or the DIP ABL FILO Agent, or as otherwise instructed by this Court, for application in accordance with the DIP Agreements and this Interim Order.

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

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

56. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facilities is scheduled for **July 22, 2020, at 1:00 p.m. (ET)** before the

Honorable Karen B. Owens, United States Bankruptcy Judge at the United States Bankruptcy Court for the District of Delaware. On or before June 29, 2020, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the “*Final Hearing Notice*”), together with copies of this Interim Order and the Motion, on: (a) the parties having been given notice of the Interim Hearing; (b) any party which has filed prior to such date a request for notices with this Court; (c) counsel for a Committee (if appointed); (d) the Securities and Exchange Commission; and (e) the Internal Revenue Service. The Final Hearing Notice shall state that any party in interest objecting to the entry of the proposed Final Order shall file written objections with the Clerk of the Court no later than on **July 15, 2020, at 4:00 p.m. (EST)**, which objections shall be served so as to be received on or before such date by: (i) proposed counsel to the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Richard Levy and Caroline Reckler (email: richard.levy@lw.com; caroline.reckler@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Andrew C. Ambruoso and Jeffrey T. Mispagel (email: andrew.ambruoso@lw.com; jeffrey.mispagel@lw.com); and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (email: mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com) (ii) counsel to the Ad Hoc Group of Crossover Lenders, Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Daniel B. Denny, and Jordan A. Weber (email: mshinderman@milbank.com; ddenny@milbank.com; and jweber@milbank.com); and Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-134, Attn: Robert J. Dehney and Matthew Harvey (email: rdehney@mnat.com and mharvey@mnat.com); (iii) counsel to the DIP Term Agent and the

Prepetition Term Agent, Dorsey & Whitney LLP, 51 West 52nd Street | New York, NY 10019-6119, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.sam@dorsey.com) (iv) counsel to the DIP ABL FILO Agent and the Prepetition ABL FILO Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandy Qusba, Daniel Biller and Jamie J. Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); (v) counsel to the Ad Hoc Committee of FILO Lenders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10017, Attn: Andrew Rosenberg (email: arosenberg@paulweiss.com) and Jacob Adlerstein (email: jadlerstein@paulweiss.com) and Landis Rath & Cobb, LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801 Attn: Richard S. Cobb (email: cobb@lrclaw.com); and (vi) counsel to the Committee (if appointed).

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

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

Dated: June 26th, 2020
Wilmington, Delaware

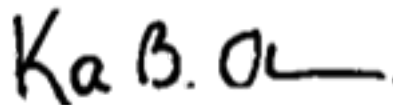

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit A

Guarantors

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

Exhibit B**Lien Priority Ranking**

LIEN PRIORITY ON COLLATERAL	DIP Term Priority Collateral	DIP ABL FILO 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 Liens	DIP ABL FILO Liens	DIP Term Liens	DIP Term Liens (to the extent of New Money DIP Term Claims)	Carve-Out
3	Prepetition Term Liens; Term Adequate Protection Liens	Prepetition ABL FILO Liens; ABL FILO Adequate Protection Liens	Term Adequate Protection Liens	DIP Term Liens (to the extent of Roll-Up DIP Term Claims) DIP ABL FILO Liens	DIP Term Liens
4	DIP ABL FILO Liens	DIP Term Liens	DIP ABL FILO Liens	Term Adequate Protection Liens ABL FILO Adequate Protection Liens	DIP ABL FILO Liens
5	Prepetition ABL FILO Liens; ABL FILO Adequate Protection Liens ⁸	Prepetition Term Liens; Term Adequate Protection Liens	ABL FILO Adequate Protection Liens		Term Adequate Protection Liens
6					ABL FILO Adequate Protection Liens

⁸ 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.

Schedule 1

Initial DIP Budget

GNC

DIP Forecast
(\$ in 000s)

Forecast Week	Filing													Forecast Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ended	6/27/20	7/4/20	7/11/20	7/18/20	7/25/20	8/1/20	8/8/20	8/15/20	8/22/20	8/29/20	9/5/20	9/12/20	9/19/20	9/19/20
Receipts														
Operating Receipts	\$ 23,617	\$ 20,745	\$ 22,234	\$ 21,764	\$ 24,075	\$ 25,066	\$ 20,631	\$ 20,795	\$ 29,241	\$ 24,268	\$ 25,998	\$ 25,059	\$ 24,144	\$ 307,635
GOB Proceeds	-	6,034	9,051	11,868	6,973	1,879	1,409	1,409	376	376	188	-	-	39,561
Total	\$ 23,617	\$ 26,778	\$ 31,285	\$ 33,633	\$ 31,048	\$ 26,944	\$ 22,039	\$ 22,204	\$ 29,616	\$ 24,644	\$ 26,186	\$ 25,059	\$ 24,144	\$ 347,197
Operating Disbursements														
Inventory Purchases	\$ -	\$ -	\$ (18,589)	\$ (5,430)	\$ (9,110)	\$ (5,451)	\$ (3,452)	\$ (5,252)	\$ (3,012)	\$ (4,974)	\$ (1,431)	\$ (7,183)	\$ (11,528)	\$ (75,412)
Payroll Related	(2,621)	(8,130)	(736)	(8,452)	(740)	(8,221)	(686)	(7,550)	(543)	(7,471)	(534)	(7,433)	(616)	(53,732)
Rent and Occupancy (excl. Utilities)	-	(14,591)	-	(877)	-	(13,922)	-	(795)	-	(13,922)	(12,221)	-	(791)	(43,198)
Freight	(1,492)	(1,463)	(1,463)	(1,463)	(1,338)	(1,320)	(1,320)	(1,320)	(1,320)	(1,445)	(1,463)	(1,463)	(1,463)	(18,329)
Liquidating Fees	(581)	(385)	(385)	(385)	(385)	(374)	-	-	-	-	-	-	-	(2,496)
Other Operating	(5,772)	(5,976)	(5,882)	(5,302)	(6,699)	(4,616)	(3,478)	(5,701)	(6,087)	(5,347)	(3,750)	(6,032)	(5,041)	(69,683)
Total	\$ (10,466)	\$ (30,544)	\$ (27,055)	\$ (21,909)	\$ (18,272)	\$ (33,904)	\$ (8,935)	\$ (20,618)	\$ (10,961)	\$ (19,238)	\$ (19,400)	\$ (22,110)	\$ (19,438)	\$ (262,850)
Non-Operating Disbursements														
Capital Expenditures	\$ -	\$ (255)	\$ (255)	\$ (255)	\$ (255)	\$ (255)	\$ (229)	\$ (229)	\$ (229)	\$ (229)	\$ (216)	\$ (216)	\$ (216)	\$ (2,837)
Debt Service	(526)	(3,204)	-	-	-	(2,962)	-	-	-	-	(2,962)	-	-	(9,655)
Other Non-Operating	(14,942)	-	-	-	-	-	-	-	-	-	-	-	-	(14,942)
Total	\$ (15,467)	\$ (3,459)	\$ (255)	\$ (255)	\$ (255)	\$ (3,217)	\$ (229)	\$ (229)	\$ (229)	\$ (229)	\$ (3,179)	\$ (216)	\$ (216)	\$ (27,434)
Restructuring Related Disbursements														
Professional Fees	\$ -	\$ (175)	\$ -	\$ -	\$ (878)	\$ (175)	\$ -	\$ (1,749)	\$ (2,925)	\$ -	\$ (111)	\$ (7,199)	\$ -	\$ (13,211)
Utility Deposit	-	-	(950)	-	-	-	-	-	-	-	-	-	-	(950)
Credit Card Fee Deposit	-	-	(400)	-	-	-	-	-	-	-	-	-	-	(400)
Critical Vendors	-	-	(3,000)	(2,000)	(3,000)	(2,000)	(5,000)	(5,000)	(6,000)	(5,000)	(9,000)	-	-	(40,000)
UST Fee	-	-	-	-	-	-	-	-	-	-	-	-	(250)	(250)
Exit Costs	-	-	-	-	-	-	-	-	-	-	-	-	(59,695)	(59,695)
DIP Fees	(7,200)	-	-	-	-	(2,800)	-	-	-	-	-	-	(3,000)	(13,000)
DIP Interest	-	(121)	-	-	-	(550)	-	-	-	(2,148)	-	-	(1,611)	(4,430)
Total	\$ (7,200)	\$ (296)	\$ (4,350)	\$ (2,000)	\$ (3,878)	\$ (5,525)	\$ (5,000)	\$ (6,749)	\$ (8,925)	\$ (7,148)	\$ (9,111)	\$ (7,199)	\$ (64,556)	\$ (131,936)
Net Cash Flow	\$ (9,516)	\$ (7,521)	\$ (375)	\$ 9,469	\$ 8,643	\$ (15,703)	\$ 7,876	\$ (5,391)	\$ 9,502	\$ (1,970)	\$ (5,503)	\$ (4,466)	\$ (60,067)	\$ (75,024)
Beginning Book Cash	\$ 93,920	\$ 30,000	\$ 30,000	\$ 30,000	\$ 39,469	\$ 48,112	\$ 32,409	\$ 40,284	\$ 34,893	\$ 44,395	\$ 42,425	\$ 36,921	\$ 32,455	\$ 93,920
Net Cash Flow	(9,516)	(7,521)	(375)	9,469	8,643	(15,703)	7,876	(5,391)	9,502	(1,970)	(5,503)	(4,466)	(60,067)	(75,024)
ABL Draw / (Repayment)	(60,000)	-	-	-	-	-	-	-	-	-	-	-	-	(60,000)
DIP Withdrawal	5,597	7,521	375	-	-	-	-	-	-	-	-	-	57,611	71,104
Ending Book Cash	\$ 30,000	\$ 30,000	\$ 30,000	\$ 39,469	\$ 48,112	\$ 32,409	\$ 40,284	\$ 34,893	\$ 44,395	\$ 42,425	\$ 36,921	\$ 32,455	\$ 30,000	\$ 30,000
Beginning ABL	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Revolver Draw / (Repayment)	(60,000)	-	-	-	-	-	-	-	-	-	-	-	-	(60,000)
Ending Prepetition Revolver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning DIP Balance	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
DIP Draw / (Repayment)	30,000	-	-	-	-	70,000	-	-	-	-	-	-	-	100,000
Ending DIP	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Beginning DIP Escrow	\$ -	\$ 24,403	\$ 16,883	\$ 16,507	\$ 16,507	\$ 16,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507
Plus: DIP Revolver Draw	30,000	-	-	-	-	70,000	-	-	-	-	-	-	-	100,000
Less: Withdrawal	(5,597)	(7,521)	(375)	-	-	-	-	-	-	-	-	-	(57,611)	(71,104)
Ending DIP Escrow	\$ 24,403	\$ 16,883	\$ 16,507	\$ 16,507	\$ 16,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 86,507	\$ 28,896	\$ 28,896
Liquidity														
Ending Book Cash	\$ 30,000	\$ 30,000	\$ 30,000	\$ 39,469	\$ 48,112	\$ 32,409	\$ 40,284	\$ 34,893	\$ 44,395	\$ 42,425	\$ 36,921	\$ 32,455	\$ 30,000	\$ 30,000
Less: Cash Pledged	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Amendment Defined Liquidity	\$ 30,000	\$ 30,000	\$ 30,000	\$ 39,469	\$ 48,112	\$ 32,409	\$ 40,284	\$ 34,893	\$ 44,395	\$ 42,425	\$ 36,921	\$ 32,455	\$ 30,000	\$ 30,000

Schedule 2

Milestones¹

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

a. as soon as reasonably practicable 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;

b. 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;

c. 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;

d. 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;

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 have (i) repaid in full the Revolving Loans and (ii) executed and delivered the DIP ABL FILO Credit Agreement;

f. 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 Order;

g. 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 Order, the Canadian Court shall have entered the Interim DIP Recognition Order;

h. 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 Order;

¹ Capitalized terms used but not defined in this Schedule 2 clause shall have the meaning provided to such terms in the RSA.

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 Final DIP Order, the Canadian Court shall have entered the Final DIP Recognition Order;

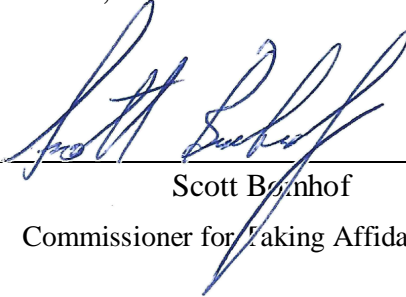
j. as soon as reasonably practicable, but in no event later than the date that is forty-five (45) calendar days after the Petition Date, the Bankruptcy Court shall have entered a Disclosure Statement Order;

k. 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;

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

m. 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.

THIS IS **EXHIBIT “G”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read "Scott B. Zinnhof", is written over a horizontal line.

Scott B. Zinnhof

Commissioner for Taking Affidavits

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

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

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

Upon the motion (the “*Motion*”)² of the Debtors for an order establishing certain notice and hearing procedures that must be satisfied before certain shareholders may make transfers of, or worthlessness deductions with respect to, common stock and Series A convertible preferred stock in GNC Holdings, Inc. (“*GNC*”) (respectively, the “*Common Stock*” and the “*Convertible Preferred Stock*”); and the Court having reviewed the Motion and the First Day Declaration; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, the Debtors’ estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is

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.

necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefore, it is hereby:

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED as set forth herein on an interim basis.
2. The purchase, sale, or other transfer of, or the taking of any worthlessness deduction with respect to, Common Stock and Convertible Preferred Stock in violation of the procedures set forth herein shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a).
3. The following procedures and notices are approved and shall apply to transfers of Common Stock and Convertible Preferred Stock (the “*Equity Transfer Procedures*”):

- (a) Any person or entity (as defined in Treasury Regulations section 1.382-3(a)) who currently is or hereafter becomes a Substantial Shareholder (as such term is defined in paragraph (e) below) must file with the Court, and serve upon (i) the Debtors and counsel for the Debtors and (ii) counsel to the Ad Hoc Group of Crossover Lenders, a notice of such status, in substantially the form attached to the Motion as Exhibit C, on or before the later of (i) twenty (20) calendar days after entry of this Interim Order or (ii) ten (10) days after becoming a Substantial Shareholder.
- (b) At least twenty (20) calendar days prior to effectuating any transfer³ of Common Stock (including options to acquire Common Stock, as defined in paragraph (e) below) or Convertible Preferred Stock that would result in an increase in the amount of Common Stock or Convertible Preferred Stock beneficially owned by a Substantial Shareholder, or would result in a person or entity becoming a Substantial Shareholder, such Substantial Shareholder, person or entity must file with the Court, and serve upon the Debtors and counsel for the Debtors, an advance written notice of the intended transfer of Common Stock or Convertible Preferred Stock, in substantially the form attached to the Motion as

³ For purposes of this Interim Order, a “*transfer*” includes any conversion of shares of Convertible Preferred Stock into shares of Common Stock.

Exhibit D (each a “*Notice of Intent to Purchase, Acquire, or Otherwise Accumulate*”).

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

shall include, without limitation, (A) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (B) ownership by such holder's family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (C) ownership of shares which such holder has an option to acquire, and (iii) an "**option**" to acquire stock includes any option, contingent purchase, warrant, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.

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

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

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

- (c) The Debtors shall have fifteen (15) calendar days after receipt of a Notice of Intent to Take a Worthless Stock Deduction, and after consultation with the Ad Hoc Group of Crossover Lenders, to file with the Court and serve upon such 50-percent Shareholder an objection to any proposed worthlessness deduction described in the Notice of Intent to Take a Worthless Stock Deduction on the grounds that such deduction might adversely affect the Debtors' ability to utilize their Tax Attributes. If the Debtors file an objection, the filing of the income tax return with such deduction would not be permitted or effective unless approved by a final and non-appealable order of the Court. If the Debtors do not object within such 15-day period, the filing of the income tax return with such deduction shall be permitted as set forth in the Notice of Intent to Take a Worthless Stock Deduction. Additional income tax returns within the scope of this paragraph (c) shall be the subject of additional notices as set forth herein, with additional 15-day waiting periods.
- (d) For purposes of these procedures: (i) a "**50-percent Shareholder**" is any person or entity that at any time during the three-year period ending on the Petition Date has had beneficial ownership of 50% or more of Common Stock or Convertible Preferred Stock or is otherwise considered a 50-percent shareholder of GNC within the meaning of Section 382(g)(4)(D) of the Tax Code; (ii) "**beneficial ownership**" of equity interests means beneficial ownership for U.S. federal income tax purposes as determined in accordance with applicable rules under Section 382 of the Tax Code, Treasury Regulations promulgated thereunder and rulings issued by the Internal Revenue Service, and thus, to the extent provided therein, from time to time shall include, without limitation, (A) direct and indirect, actual and constructive, beneficial ownership (for example, a holding company would be considered to beneficially own all shares owned or acquired by its subsidiaries), (B) ownership by such holder's family members and other related persons and persons acting in concert with such holder to make a coordinated acquisition of stock, and (C) ownership of shares which such holder has an option to acquire, and (iii) an "**option**" to acquire stock includes any option, contingent purchase, warrant, put, stock subject to risk of forfeiture, contract to acquire stock, or similar interest, regardless of whether it is contingent or otherwise not currently exercisable.
- (e) In the event that a 50-percent Shareholder takes a worthlessness deduction with respect to GNC common stock in violation of these procedures, such worthlessness deduction shall be null and void *ab initio* as an act in violation of the automatic stay under Bankruptcy Code Sections 362 and 105(a), and such 50-percent Shareholder

shall be required to file an amended income tax return, as applicable, revoking such worthlessness deduction.

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

6. Within three (3) business days of entry of this Interim Order, the Debtors shall serve a notice in substantially the form attached to the Motion as Exhibit H (the “*Notice of Order*”) to: (a) the United States Trustee for the District of Delaware; (b) counsel to the agent for the Debtors’ postpetition financing facility; (c) counsel to the Ad Hoc Group of Crossover Lenders; (d) counsel to the Ad Hoc FILO Term Lender Group; (e) counsel to the agent under the Debtors’ secured term and asset-based financing facilities; (f) the indenture trustee for the Debtors’ prepetition convertible notes; (g) the parties included on the Debtors’ consolidated list of thirty (30) largest unsecured creditors; (h) the United States Attorney’s Office for the District of Delaware; (i) the attorneys general for all 50 states and the District of Columbia; (j) the United States Department of Justice; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) the United States Drug Enforcement Agency; (n) the United States Food and Drug Administration; (o) any directly registered and record holders of outstanding Common Stock and Convertible Preferred Stock (with instructions to serve down to beneficial holders, as applicable); (p) the transfer agents for the Common Stock and the Convertible Preferred Stock; and (q) all parties requesting notice pursuant to Bankruptcy Rule 2002 (the “*Initial Notice Parties*”). No further notice of entry of this Interim Order need be served by the Debtor.

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

8. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

9. This Interim Order and the Equity Transfer Procedures and the Worthless Stock Deduction Procedures approved herein shall remain in full force and effect until such time as the Court enters a final order with respect to the Motion.

10. Objections, if any, to approval of the Motion on a final basis must be in writing and timely filed in accordance with the requirements set forth in the Notice of Order and served upon the Debtors and counsel to the Debtors.

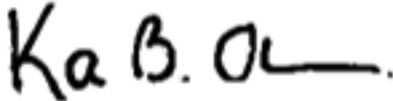
11. A hearing to consider entry of an order granting the Motion on a final basis (the “*Final Hearing*”) shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email:

mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

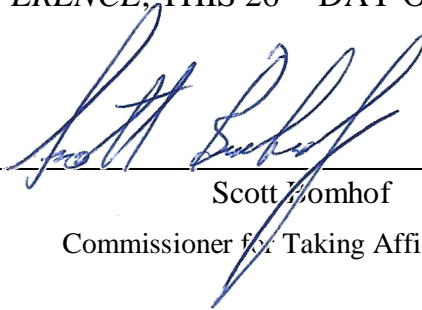
12. Entry of this Interim Order is without prejudice to the right to any party to seek to shorten any of the time periods for filing and serving any notices or objections required hereunder.

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

Dated: June 25th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “H”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read "Scott Bomhof", is written over a horizontal line. The signature is stylized and cursive.

Scott Bomhof

Commissioner for Taking Affidavits

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

)	
In re:	)	Chapter 11
)	
GNC HOLDINGS, INC., <i>et al.</i>,	)	Case No. 20-11662 (KBO)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 7

**ORDER AUTHORIZING GNC HOLDINGS, INC.
TO ACT AS FOREIGN REPRESENTATIVE OF THE DEBTORS**

Upon the motion (the “*Motion*”)² of the above-captioned debtors and debtors-in-possession (collectively, the “*Debtors*”), pursuant to Section 1505 of the Bankruptcy Code, for authorization for GNC Holdings, Inc. to act as the foreign representative of the Debtors in Canada in order to seek recognition of the Chapter 11 Cases on behalf of the Debtors, and to request that the Ontario Superior Court of Justice (the “*Canadian Court*”) grant comity to the foreign representative and lend assistance to this Court in protecting the Debtors’ property, and to seek any other appropriate relief from the Canadian Court that the Canadian Court deems just and proper, all as more fully described in 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

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 defined herein shall have the respective meanings ascribed to such terms in the Motion or the First Day Declaration, as applicable.

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. GNC Holdings, Inc. is hereby authorized (a) to act as the foreign representative of the Debtors, (b) to seek recognition by the Canadian Court of the Chapter 11 Cases and of certain orders made by the Court in the Chapter 11 Cases from time to time, (c) to request that the Canadian Court lend assistance to this Court and grant comity to the foreign representative, and (d) to seek any other appropriate relief from the Canadian Court that the Debtors deem just and proper.
3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a “foreign main proceeding” and GNC Holdings, Inc. as a “foreign representative” pursuant to the Companies’ Creditors Arrangement Act and to recognize and give full force and effect to this Order in all provinces and territories of Canada.

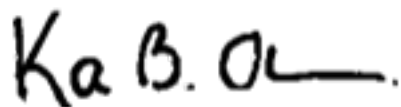
4. This Court requests the assistance of the Canadian Court to act in aid of and be auxiliary to this Court in relation to the protection of the Debtors' assets in Canada, including by giving effect to the automatic stay under section 362(a) of the Bankruptcy Code in Canada.

5. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

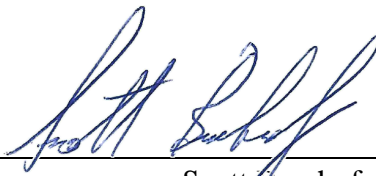
6. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

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: June 25th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “I”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.



Scott Bomhof
Commissioner for Taking Affidavits

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

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

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

Upon the motion (the “*Motion*”)² of the Debtors for an interim order authorizing (a) payment of Prepetition Insurance Obligations and Prepetition Bonding Obligations, and (b) maintenance of the Insurance Policies and the Bonding Program postpetition (this “*Interim Order*”); and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief

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.

requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Interim Hearing*”); and upon the First Day Declaration and the record of the Interim Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue their Insurance Policies and Bonding Program, and to pay any obligations arising thereunder, whether arising prepetition or postpetition, including under the Premium Financing Agreement.
3. Payments on account of Prepetition Insurance Obligations and Prepetition Bonding Obligations under the Motion and this Interim Order shall not exceed \$91,250 in the aggregate without further order of this Court.
4. The Debtors are authorized, but not directed, to revise, extend, supplement, or change insurance coverage and/or their Bonding Program as needed and to enter into new insurance policies and surety bonds through renewal or purchase of new insurance policies and surety bonds.
5. The Debtors are authorized to pay the fees, costs, and commissions of the Broker in connection with the Insurance Policies and the Broker Agreement in the ordinary course of business, including any accrued and unpaid amounts owed to the Broker as of the Petition Date.

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

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

8. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

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

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

11. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

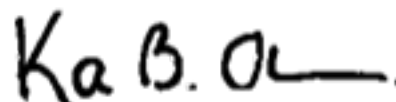
12. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

13. A hearing to consider entry of an order granting the Motion on a final basis (the “**Final Hearing**”) shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and

(ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

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

Dated: June 25th, 2020
Wilmington, Delaware

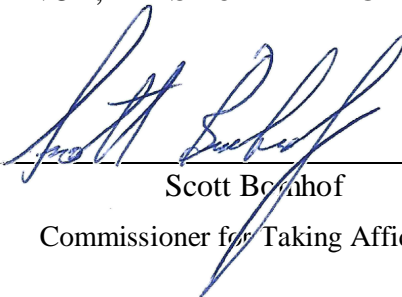


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “J”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,

AFFIRMED BEFORE ME *BY VIDEO*

CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

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

Scott Boehhof

Commissioner for Taking Affidavits

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

In re:)	Chapter 11
GNC HOLDINGS, INC.)	Case No. 20-11662 (KBO)
Debtor.)	Tax I.D. No. 20-8536244
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In re:)	Chapter 11
GNC PARENT LLC)	Case No. 20-11663 (KBO)
Debtor.)	Tax I.D. No. 20-5877572
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In re:)	Chapter 11
GNC CORPORATION)	Case No. 20-11664 (KBO)
Debtor.)	Tax I.D. No. 72-1575170
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In re:)	Chapter 11
GENERAL NUTRITION CENTERS, INC.)	Case No. 20-11665 (KBO)
Debtor.)	Tax I.D. No. 72-1575168
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In re:)	Chapter 11
GENERAL NUTRITION CORPORATION)	Case No. 20-11666 (KBO)
Debtor.)	Tax I.D. No. 25-1124574
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In re:)	Chapter 11
GENERAL NUTRITION INVESTMENT COMPANY)	Case No. 20-11667 (KBO)
Debtor.	)	Tax I.D. No. 51-0313878

In re:	) Chapter 11
LUCKY OLDSCO CORPORATION	) Case No. 20-11668 (KBO)
Debtor.	) Tax I.D. No. 45-3007141
In re:	) Chapter 11
GNC FUNDING INC.	) Case No. 20-11669 (KBO)
Debtor.	) Tax I.D. No. 20-8577837
In re:	) Chapter 11
GNC INTERNATIONAL HOLDINGS INC.	) Case No. 20-11670 (KBO)
Debtor.	) Tax I.D. No. 61-1869873
In re:	) Chapter 11
GNC CHINA HOLDCO, LLC	) Case No. 20-11671 (KBO)
Debtor.	) Tax I.D. No. 27-2120004
In re:	) Chapter 11
GNC HEADQUARTERS LLC	) Case No. 20-11672 (KBO)
Debtor.	) Tax I.D. No. 45-4317550
In re:	) Chapter 11
GUSTINE SIXTH AVENUE ASSOCIATES, LTD.	) Case No. 20-11673 (KBO)
Debtor.	) Tax I.D. No. 25-1780731

In re:)	Chapter 11
GNC CANADA HOLDINGS, INC.)	Case No. 20-11674 (KBO)
Debtor.)	Tax I.D. No. 46-1613879
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In re:)	Chapter 11
GENERAL NUTRITION CENTRES COMPANY)	Case No. 20-11675 (KBO)
Debtor.)	Tax I.D. No. 898190939
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In re:)	Chapter 11
GNC GOVERNMENT SERVICES, LLC)	Case No. 20-11676 (KBO)
Debtor.)	Tax I.D. No. 27-1532226
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In re:)	Chapter 11
GNC PUERTO RICO HOLDINGS, INC.)	Case No. 20-11677 (KBO)
Debtor.)	Tax I.D. No. 81-5034559
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In re:)	Chapter 11
GNC PUERTO RICO, LLC)	Case No. 20-11678 (KBO)
Debtor.)	Tax I.D. No. 66-0507234
	)	Re: Docket No. 2

ORDER AUTHORIZING JOINT ADMINISTRATION OF CHAPTER 11 CASES

Upon the motion (the “*Motion*”)¹ of the Debtors for an order, under Bankruptcy Rule 1015(b) and Local Rule 1015-1, authorizing the joint administration of their Chapter 11 Cases; and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The above-captioned cases are consolidated for procedural purposes only and shall be administered jointly under Case No. 20-11662 (KBO) in accordance with the provisions of Bankruptcy Rule 1015(b) and Local Rule 1015-1.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

3. The official caption to be used by all parties on all pleadings and other documents filed in the jointly administered cases shall be as follows:

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

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.

As reflected in the caption set forth above, footnote 1 sets forth a complete listing of the Debtors’ names, as well as the last four digits of each Debtor’s tax identification number and the Debtors’ address.

4. The caption set forth above shall be deemed to satisfy any applicable requirements of section 342(c)(1) of the Bankruptcy Code and Bankruptcy Rule 2002(n).

5. All pleadings and other documents to be filed in the jointly administered cases shall be filed and docketed in the case of GNC Holdings, Inc., Case No. 20-11662 (KBO).

6. A docket entry shall be made in each of the Debtors’ Chapter 11 Cases (except that of GNC Holdings, Inc.), substantially as follows:

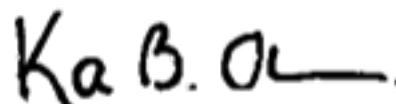
An order has been entered in this case consolidating this case with the case of GNC Holdings, Inc., Case No. 20-11662 (KBO), for procedural purposes only and providing for its joint administration in accordance with the terms thereof. The docket in Case No. 20-11662 (KBO) should be consulted for all matters affecting this case.

7. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise effecting the substantive consolidation of the Chapter 11 Cases.

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.

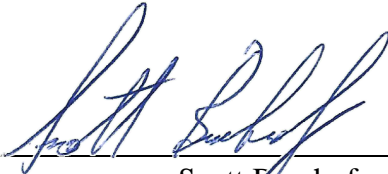
9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: June 24th, 2020
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “K”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.



Scott Eomhof
Commissioner for Taking Affidavits

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

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

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

Upon the motion (the “*Motion*”)² of the Debtors for an order, (a) authorizing, but not directing, them to remit and pay in the ordinary course of business any prepetition and postpetition amounts owing on account of (i) Lien Claims and (ii) Import Claims and (b) confirming the administrative expense priority status of Outstanding Orders (this “*Interim Order*”); and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District

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.

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized, but not directed, to remit and pay in the ordinary course of business any prepetition amounts owing on account of Lien Claims and Import Claims in an amount not to exceed \$6,212,000 on an interim basis.
3. The Debtors are authorized, but not directed to remit and pay in the ordinary course of business all undisputed, postpetition amounts owing on account of Lien Claims and Import Claims consistent with the parties’ customary practices in effect prior to the Petition Date.
4. The Debtors shall determine which of the Obligations, if any, shall be paid under this Interim Order.
5. All undisputed obligations of the Debtors arising from the acceptance of goods subject to Outstanding Orders is granted administrative expense priority status. Further, the

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

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

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

8. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease,

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

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

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

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

12. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

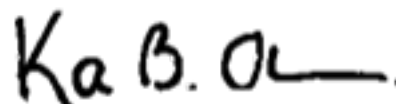
13. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

14. A hearing to consider entry of an order granting the Motion on a final basis (the "***Final Hearing***") shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com;

kcoble@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

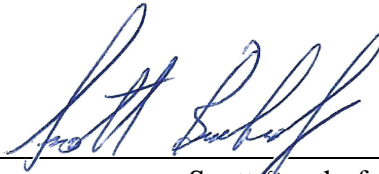
15. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: June 25th, 2020
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “L”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

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

Scott Bomhof

Commissioner for Taking Affidavits

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

In re:)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,)	
	)	Case No. 20-11662 (KBO)
Debtors. ¹)	
	)	(Jointly Administered)
)	
	)	Re: Docket No. 3

**ORDER AUTHORIZING RETENTION AND APPOINTMENT
OF PRIME CLERK LLC AS CLAIMS AND NOTICING AGENT**

Upon the application (the “*Application*”) of the above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) for retention and appointment of Prime Clerk LLC (“*Prime Clerk*”) as claims and noticing agent (“*Claims and Noticing Agent*”) pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code² and Local Rule 2002-1(f) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk’s office; and upon the Steele Declaration submitted in support of the Application; and the Debtors having estimated that there are hundreds of thousands of creditors in these Chapter 11 Cases, many of which are expected to file proofs of claim; and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized

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 set forth in the Application.

under 28 U.S.C. § 156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Prime Clerk has the capability and experience to provide such services and that Prime Clerk does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given and no other or further notice being required; and it appearing that the employment of Prime Clerk is in the best interests of the Debtors, their estates and creditors; and sufficient cause appearing therefor; it is hereby ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Prime Clerk as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Prime Clerk is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application.

3. Prime Clerk shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Prime Clerk is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Prime Clerk is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Prime Clerk in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Prime Clerk and the rates charged for each, and to reimburse Prime Clerk for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Prime Clerk to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Prime Clerk shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Prime Clerk under this Order shall be an administrative expense of the Debtors' estates.

10. Prime Clerk may apply its advance to all prepetition invoices, which advance shall be replenished to the original advance amount, and thereafter, Prime Clerk may hold its advance under the Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime Clerk, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Prime Clerk's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Prime Clerk's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Prime Clerk should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Prime Clerk believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Prime Clerk must file an application

therefor in this Court, and the Debtors may not pay any such amounts to Prime Clerk before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for indemnification, contribution or reimbursement.

15. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

16. In the event Prime Clerk is unable to provide the services set out in this order, Prime Clerk will immediately notify the Clerk and the Debtors' attorney and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Prime Clerk but is not specifically authorized by this Order.

18. The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

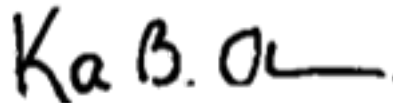
19. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

20. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

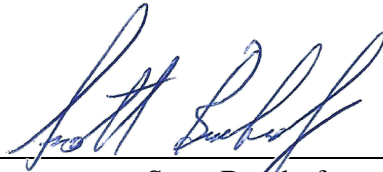
21. Prime Clerk shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of the Court.

22. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

Dated: June 25th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “M”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

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

Scott Boehhof

Commissioner for Taking Affidavits

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

In re:

GNC HOLDINGS, INC., *et al.*,

Debtors.¹

)
) Chapter 11
)
) Case No. 20-11662 (KBO)
)
) (Jointly Administered)
)
) Re: Docket No. 9

**INTERIM ORDER
AUTHORIZING PAYMENT OF PREPETITION TAXES AND FEES**

Upon the motion (the “*Motion*”)² of the Debtors for an interim order authorizing the Debtors to pay any prepetition Taxes and Fees owing to the Taxing Authorities (this “*Interim Order*” and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United 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

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.

Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held to consider the relief requested in the Motion (the “*Hearing*”); and upon the First Day Declaration and the record of the Hearing and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.
2. The Debtors are authorized to pay all Taxes and Fees owing to the Taxing Authorities in the ordinary course of their business, as and when due, up to an aggregate amount of \$5,799,000 on account of prepetition Taxes and Fees without further order of this Court. Such Taxes and Fees are summarized in further detail in the chart below.

Category	Estimated Interim Amount
Sales and Use Taxes	\$ 3,981,000
Income Taxes	\$ 969,000
Franchise Taxes / Business Fees	\$ 494,000
Property Taxes	\$ 302,000
Rent Taxes	\$ 22,000
Other Taxes	\$ 31,000
Total	\$ 5,799,000

3. The Debtors may seek additional relief from this Court in the future in the event that the Debtors subsequently determine that additional prepetition Taxes and Fees are owed by the Debtors.

4. The Debtors' rights to contest the amounts of any Taxes and Fees on any grounds they deem appropriate are reserved and extend to the payment of Taxes and Fees relating to tax audits that have been completed, are in progress, or arise from prepetition periods.

5. Nothing in the Motion or this Interim Order shall be construed as impairing the Debtors' right to contest the validity, amount, or priority of any Taxes and Fees allegedly due or owing to any Taxing Authorities, or any claim or lien against the Debtors and all of the Debtors' rights with respect thereto are hereby reserved.

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

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

8. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

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

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

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

12. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

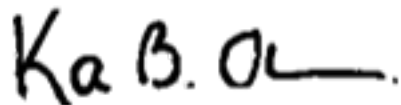
13. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

14. A hearing to consider entry of an order granting the Motion on a final basis (the “*Final Hearing*”) shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb

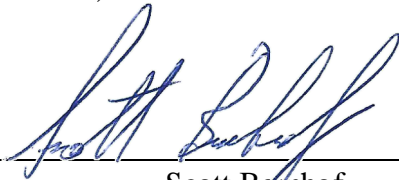
(cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

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

Dated: June 25th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “N”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read "Scott B. Bohnhof", written over a horizontal line.

Scott Bohnhof

Commissioner for Taking Affidavits

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

)	
In re:	)	Chapter 11
)	
GNC HOLDINGS, INC., <i>et al.</i>,	)	Case No. 20-11662 (KBO)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 10

INTERIM ORDER

- (A) PROHIBITING UTILITY COMPANIES FROM ALTERING OR
DISCONTINUING SERVICE ON ACCOUNT OF PREPETITION INVOICES,
(B) APPROVING DEPOSIT AS ADEQUATE ASSURANCE OF PAYMENT,
(C) ESTABLISHING PROCEDURES FOR RESOLVING REQUESTS BY UTILITY
COMPANIES FOR ADDITIONAL ASSURANCE OF PAYMENT, AND
(D) AUTHORIZING PAYMENT OF ANY PREPETITION SERVICE FEES**

Upon the motion (the “*Motion*”)² of the Debtors for an Interim Order, (a) prohibiting the Debtors’ Utility Companies from altering, refusing, discontinuing service or discriminating against the Debtors, (b) approving the Adequate Assurance Deposit as adequate assurance of postpetition payment to the Utility Companies, (c) establishing procedures for resolving any subsequent requests by the Utility Companies for additional assurance of payment, and (d) authorizing payment of any prepetition Service Fees; and this Court having reviewed the Motion and the First Day Declaration; and this Court having determined that the relief requested in the Motion is in 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 such terms in the Motion.

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED on an interim basis, as set forth herein.
2. Absent further order of this Court, the Utility Companies, including any subsequently-added Utility Companies, are hereby prohibited from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases, or requiring the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than in accordance with the Additional Assurance Procedures contained herein.
3. The Debtors shall deposit a total of \$947,000 (the “*Adequate Assurance Deposit*”) into an existing, segregated, interest-bearing account at JPMorgan Chase Bank, N.A. in the name

of Debtor GNC Holdings, Inc., with last four digits 7167,³ within twenty (20) days after the Petition Date; *provided, however*, that the liens of the agent for the Debtors' postpetition financing facility shall extend to the Debtors' and their estates' reversionary interest in the Adequate Assurance Deposit. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtors after the Petition Date and through the pendency of these cases. The amount of the Adequate Assurance Deposit will remain \$947,000 throughout the Chapter 11 Cases (*i.e.*, the amount will not be recalculated), unless otherwise adjusted as provided for herein. The Debtors shall maintain the Adequate Assurance Deposit until the earlier of the Court's entry of an order authorizing the return of the Adequate Assurance Deposit to the Debtors or the effective date of a plan of reorganization for the Debtors (at which time the funds comprising the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the Debtors or reorganized Debtors, as applicable).

4. The Debtors are authorized, but not directed to pay prepetition Service Fees to the Payment Processor in an amount not to exceed \$2,915 and to continue to pay postpetition Service Fees in the ordinary course of business.

5. The following procedures (the "***Additional Assurance Procedures***") are hereby approved with respect to all Utility Companies, including all subsequently added Utility Companies:

- (a) Except as provided by the Additional Assurance Procedures, the Utility Companies are forbidden to (i) alter, refuse, or discontinue services to, or

³ More information on the Debtors' bank accounts and cash management system are set forth in the *Motion of Debtors for Orders (A) Authorizing Continued Use of Existing Cash Management System, Including Maintenance of Existing Bank Accounts, Checks, and Business Forms, (B) Authorizing Continuation of Existing Deposit Practices, (C) Authorizing Continuation of Intercompany Transactions, and (D) Granting Administrative Claim Status to Postpetition Intercompany Claims.*

discriminate against, the Debtors on account of unpaid prepetition invoices or any objections to the Debtors' Adequate Assurance Deposit, or due to the commencement of the Chapter 11 Cases or (ii) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the establishment of the Adequate Assurance Deposit.

- (b) The Debtors shall serve on the Utility Companies copies of the Motion and this Interim Order within forty-eight (48) hours after the entry hereof.
- (c) In the event that a Utility Company asserts that the Adequate Assurance Deposit is not adequate assurance of payment as contemplated by section 366(c)(2) of the Bankruptcy Code, that Utility Company shall serve a written request (an "***Additional Assurance Request***") for adequate assurance in addition to or in lieu of its rights in the Adequate Assurance Deposit. All Additional Assurance Requests shall be delivered by mail and email (where available) to each Utility Notice Party.⁴
- (d) Any Additional Assurance Request must (i) set forth the location(s) for which Utility Services are provided, (ii) set forth the account number(s) for which Utility Services are provided, (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposit(s), (iv) set forth what the Utility Company would accept as satisfactory adequate assurance of payment and (v) provide a facsimile number and an email address to which the Debtors may respond to the Additional Assurance Request.
- (e) Upon the Debtors' receipt of an Additional Assurance Request, the Debtors shall promptly negotiate with the Utility Company to resolve the Additional Assurance Request.
- (f) Without further order of the Court or notice to the Court and after consultation with counsel to the Ad Hoc Group of Crossover Lenders and

⁴ The "***Utility Notice Parties***" are: (a) GNC Holdings, Inc., 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, Attn: Cam Lawrence (email: cam-lawrence@gnc-hq.com); (b) proposed co-counsel to the Debtors, Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett V. Newman (email: caroline.reckler@lw.com, asif.attarwala@lw.com, and brett.newman@lw.com); and (c) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Joseph Mulvihill and Jared Kochenash (email: jmulvihill@ycst.com and jkochenash@ycst.com); (d) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-134, Attn: Robert J. Dehney (rdehney@mna.com); and (e) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com) (each, a "***Utility Notice Party***").

the Ad Hoc FILO Term Lender Group, the Debtors may resolve an Additional Assurance Request by entering into agreements granting additional assurance to the requesting Utility Company if the Debtors agree to alternative provisions with the Utility Company; *provided, however*, that the Debtors shall maintain a summary record of such agreements and their respective terms, to be made available, on request, to (i) counsel to the agent for the Debtors' postpetition financing facility, (ii) any statutory committee appointed in these Chapter 11 Cases, and (iii) the U.S. Trustee.

- (g) If the Debtors are not able to reach a resolution with the Utility Company within ten (10) days of the Debtors' receipt of an Additional Assurance Request (or such later date as agreed to by the Debtors and the requesting Utility Company), the Debtors shall request a hearing (the "***Determination Hearing***") before this Court to determine the adequacy of assurance of payment with respect to the particular Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code.
- (h) The Determination Hearing shall be an evidentiary hearing at which the Court shall determine whether the Adequate Assurance Deposit and the additional assurance of payment requested by the Utility Company should be modified pursuant to section 366(c)(3)(A) of the Bankruptcy Code. Pending resolution of any Additional Adequate Assurance Request, the Utility Company making such request shall be prohibited from altering, refusing, or discontinuing service to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, on account of unpaid charges for prepetition services, the filing of the Chapter 11 Cases, or any objection to the adequacy of the Additional Adequate Assurance Procedures.
- (i) Any Utility Company that does not serve an Additional Assurance Request in accordance with the Additional Assurance Procedures shall be deemed to have received adequate assurance of payment that is satisfactory to the Utility Company within the meaning of section 366(c)(2) of the Bankruptcy Code.
- (j) All Utility Companies, including subsequently added Utility Companies, shall be prohibited from altering, refusing or discontinuing Utility Services to the Debtors, or from discriminating against the Debtors with respect to the provision of Utility Services, absent further order of this Court.

6. The Debtors are authorized to amend **Exhibit C** attached to the Motion to add or delete any Utility Company, and this Interim Order shall apply in all respects to any Utility Company that is subsequently added to **Exhibit C** to the Motion. For those Utility Companies that are subsequently added to **Exhibit C**, the Debtors shall serve a copy of the Motion and this

Interim Order on the Utility Company, along with an amended **Exhibit C** that includes the Utility Company. The Debtors shall increase the amount of the Adequate Assurance Deposit in the event an additional Utility Company is added to the Utility Company List by an amount equal to fifty percent of the estimated average monthly cost of such Utility Services based on historical averages over the preceding twelve months. Any such subsequently-added Utility Company shall otherwise be subject in all respects to the Additional Assurance Procedures.

7. The Debtors may amend the Utility Company List to delete a Utility Company, or may seek to terminate a Utility Company, only if the Debtors have provided fourteen days' advance notice to such Utility Company, and have not received any objection from such Utility Company. If an objection is received, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date that the Debtors and the Utility Company may agree. The Debtors shall not deduct from the Adequate Assurance Deposit the amount set aside for any Utility Company that the Debtors seek to terminate or delete from the Utility Company List unless and until the fourteen days' notice period has passed and the Debtors have not received any objection to termination or deletion from such Utility Company, or until any such objection has been resolved consensually or by order of the Court.

8. The Additional Adequate Assurance Procedures, the Adequate Assurance Deposit, and the Debtors' ability to pay for future Utility Services in the ordinary course of business constitute adequate assurance of future payment to the Utility Companies to satisfy the requirements of section 366 of the Bankruptcy Code.

9. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic payment and transfer

requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the Taxes and Fees, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

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

11. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid. Notwithstanding anything to the contrary herein, nothing in this Interim Order affects the rights and obligations of the Debtors and their landlords under section 365 of the Bankruptcy Code with respect to nonresidential real property leases.

12. Notwithstanding anything to the contrary in the Motion or this Interim Order, any payment made or authorization hereunder shall be subject to the applicable budget and/or cash

collateral authorization requirements imposed on the Debtors under any order(s) of the Court authorizing the Debtors' use of cash collateral and postpetition debtor-in-possession financing facilities.

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

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

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

16. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

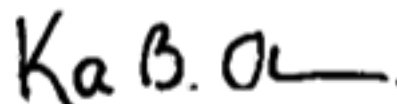
17. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

18. A hearing to consider entry of an order granting the Motion on a final basis (the "***Final Hearing***") shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael

R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leamy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

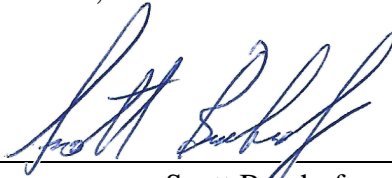
19. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: June 25th, 2020
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “O”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read "Scott B. Bynhof", is written over a horizontal line.

Scott B. Bynhof

Commissioner for Taking Affidavits

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

In re:)	
	)	Chapter 11
GNC HOLDINGS, INC., <i>et al.</i> ,)	
	)	Case No. 20-11662 (KBO)
Debtors. ¹)	
	)	(Jointly Administered)
)	
	)	Re: Docket No. 15

**INTERIM 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**

Upon the motion (the “*Motion*”)² of the Debtors for an order (this “*Interim Order*”)

(a) authorizing, but not directing, the Debtors, in their discretion, to pay, continue, or otherwise honor their prepetition Workforce Obligations; (b) confirming the Debtors’ authority to continue each of the Workforce Programs in the ordinary course of business; (c) authorizing the Debtors to pay any and all local, state, and federal withholding and payroll-related or similar taxes and other Deductions relating to the Workforce Obligations; and (d) authorizing the Debtors, in their discretion, to pay any prepetition claims owing to the Administrators in the ordinary course 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.

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED, on an interim basis as set forth herein.
2. Aggregate payments authorized by this Interim Order shall not exceed \$13,092,600 absent further order of the Court.
3. Subject to the requirements of sections 507 (a)(4) and (a)(5) of the Bankruptcy Code, the Debtors are authorized, but not directed, to pay or otherwise honor their prepetition Workforce Obligations to, or for the benefit of, the Workforce under the Workforce Programs, provided that, the Debtors are authorized to pay one Employee the aggregate amount of \$15,371, which amount is on account of prepetition Wage Obligations, and to continue paying Wage

Obligations owed to such Employee in the ordinary course of business postpetition. Such payments shall not exceed the amounts set forth in the table below in the aggregate without further order of the Court.

Workforce Obligations	Approximate Interim Amount
<i>U.S. Workforce Obligations</i>	
i. U.S. Wage Obligations (including U.S. Deductions)	\$9,360,000
ii. U.S. Incentive Obligations	\$98,000
iii. U.S. Benefits Obligations	\$1,268,000
iv. U.S. PTO Obligations	\$0
v. U.S. Workers' Compensation	\$473,000
U.S. Total	\$11,199,800
<i>Canadian Workforce Obligations</i>	
i. Canadian Wage Obligations (including Canadian Deductions)	\$901,000
ii. Canadian Incentive Obligations	\$44,000
iii. Canadian Benefits Obligations	\$58,000
iv. Canadian PTO Obligations	\$0
v. Canadian Workers' Compensation	\$16,000
Canadian Total	\$1,019,000
i. Reimbursable Expenses Obligations	\$6,000
Non-Employee Director Fees and Expenses	\$0
Administrator Fees and Expenses	\$230,800
ICs and Temporary Employees	\$637,000
GRAND TOTAL	\$13,092,600

4. The Debtors are authorized but not directed, to pay the Non-Employee Director Fees and Non-Employee Director Expenses, to the extent any amounts are accrued and unpaid.

5. The Debtors are authorized to (a) continue each of the Workforce Programs, in the ordinary course of business during the pendency of the Chapter 11 Cases in the manner and to the extent that such Workforce Programs were in effect immediately prior to the filing of the Chapter 11 Cases, and (b) continue to fund and to make payments in connection with the costs of and the expenses incurred in the administration of any Workforce Program in the ordinary course of business.

6. The Debtors are authorized to maintain the NQDC Plan during the pendency of these Chapter 11 Cases, provided, however, that the Debtors are not authorized to make any distributions under the NQDC Plan absent further order of this Court.

7. Subject to the caps set forth in the table in paragraph 2 of this Interim Order, the Debtors are authorized to reimburse the Employees with respect to all Reimbursable Expenses Obligations incurred prior to the Petition Date. In addition, the Debtors are authorized to make direct payments to third parties owed amounts in connection with such Reimbursable Expenses Obligations.

8. The Debtors are authorized but not directed to pay any and all local, state, and federal withholding and payroll-related or similar taxes related to their prepetition Workforce Obligations and to withhold and pay amounts that are attributable to the Deductions, including, but not limited to, all withholding taxes, social security taxes, and Medicare taxes, whether such taxes relate to the period before or after the Petition Date.

9. Pursuant to section 362(d) of the Bankruptcy Code, Employees are authorized to proceed with any Workers' Compensation Claims in the appropriate judicial or administrative forum and the Debtors are authorized to continue their workers' compensation program and pay

all prepetition amounts relating thereto in the ordinary course of business. This modification of the automatic stay pertains solely to Workers' Compensation Claims.

10. Subject to the caps set forth in the table in paragraph 2 of this Interim Order, the Debtors are authorized but not directed to pay amounts owed in connection with claims of the Administrators in connection with administering and delivering payments or providing other services and benefits to the Workforce for prepetition services rendered and claims for reimbursement based on prepetition disbursements made by the Administrators. Such payments shall not exceed \$6,000 in the aggregate without further order of the Court

11. Subject to the caps set forth in the table in paragraph 2 of this Interim Order, the Debtors are authorized but not directed to pay prepetition amounts due and owing to the Staffing Agencies in connection with the provision of ICs and Temporary Employees and to continue to pay the Staffing Agencies for such services postpetition in the ordinary course of business.

12. Subject to the following proviso, the Debtors are authorized but not directed to continue the Incentive Programs and Severance Plans on a postpetition basis in the ordinary course of business, and in each case to pay any accrued amounts thereunder as they become due; provided that (i) no payments with respect to any Incentive Program or Severance Plan shall be made pursuant to this Interim Order to any individual Employee who is an Insider or a Senior Employee and (ii) nothing in this Interim Order shall be deemed to authorize the payment of any amounts in satisfaction of retention bonus or severance obligations that are prohibited by section 503(c) of the Bankruptcy Code.

13. The Debtors' banks and financial institutions shall be, and are hereby authorized, when requested by the Debtors in their sole discretion, to process, honor, pay, and, if necessary, reissue any and all checks and electronic fund transfers, including prepetition checks and electronic

payment and transfer requests that the Debtors reissue or re-request postpetition, drawn on the Debtors' bank accounts relating to the Workforce Obligations, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

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

15. Any authorization under this Interim Order to pay, and the payment of, any amounts on account of the Workforce Obligations shall not affect the Debtors' right to contest the amount or validity of any Workforce Obligation, including without limitation, any amounts that may be due to any taxing authority.

16. Notwithstanding anything to the contrary in this Interim Order, the Debtors retain their right to modify or terminate any Workforce Program to the extent that such right exists under the terms of the Workforce Program or as may be required by applicable law.

17. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to Dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code; or (vi) a limitation on the Debtors' rights under section 365 of the

Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

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

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

20. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

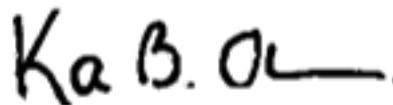
21. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

22. A hearing to consider entry of an order granting the Motion on a final basis (the "**Final Hearing**") shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801,

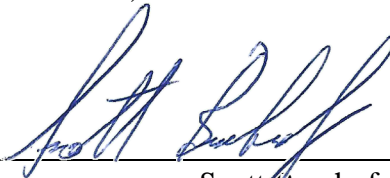
Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and (ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: trigg.erin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

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

Dated: June 25th, 2020
Wilmington, Delaware


KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

THIS IS **EXHIBIT “P”** REFERRED TO IN THE
AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED BEFORE ME *BY VIDEO*
CONFERENCE, THIS 26TH DAY OF JUNE, 2020.

A handwritten signature in blue ink, appearing to read "Scott Bomhof", written over a horizontal line.

Scott Bomhof

Commissioner for Taking Affidavits

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

)	
In re:	)	Chapter 11
)	
GNC HOLDINGS, INC., <i>et al.</i>,	)	Case No. 20-11662 (KBO)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re. Docket No. 16

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

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

¹ The debtors in these Chapter 11 Cases, along with the last four digits of each debtor’s United States federal tax identification number, if applicable, or other applicable identification number, are: GNC Holdings, Inc. (6244); GNC Parent LLC (7572); GNC Corporation (5170); General Nutrition Centers, Inc. (5168); General Nutrition Corporation (4574); General Nutrition Investment Company (3878); Lucky Oldco Corporation (7141); GNC Funding, Inc. (7837); GNC International Holdings, Inc. (9873); GNC China Holdco, LLC (0004); GNC Headquarters LLC (7550); Gustine Sixth Avenue Associates, Ltd. (0731); GNC Canada Holdings, Inc. (3879); General Nutrition Centres Company (0939); GNC Government Services, LLC (2295); GNC Puerto Rico Holdings, Inc. (4559); and GNC Puerto Rico, LLC (7234). The debtors’ mailing address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

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

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

FOUND AND DETERMINED THAT:³

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

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

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate.

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

D. The relief set forth herein is necessary to avoid immediate and irreparable harm to the Debtors and their estates and the Debtors have demonstrated good, sufficient, and sound business purposes and justifications for the relief approved herein.

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

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

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, but not directed, to make payments under the Store Closing Bonus Plan in an amount not to exceed \$342,000 on an interim basis.
3. The Debtors and the Consultant are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion. The failure to specifically include any provisions of the Consulting Agreements in this Interim Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the Consulting Agreements and all of their provisions, payments, and transactions be, and hereby are, authorized and approved as and to the extent provided in this Interim Order.
4. Subject to paragraph 15, to the extent of any conflict between this Interim Order, the Consulting Agreements, and the Store Closing Procedures, the terms of this Interim Order shall

control. Notwithstanding any other term of this Interim Order, the Canadian Store Closing Procedures and the Canadian Sale Guidelines shall control in respect of Store Closings in Canada.

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

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

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

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

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

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

II. CONDUCT OF THE SALES.

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

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

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

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

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

14. Notwithstanding anything herein to the contrary, and in view of the importance of the use of sign-walkers, banners, and other advertising to the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), to the extent that, prior to the Final Hearing (as defined below), disputes arise during the course of such sale regarding laws regulating the use of sign-walkers, banners, or other advertising and the Debtors are unable to resolve the matter consensually, any party may request an immediate telephonic hearing with this Court pursuant to these provisions. Such hearing will, to the extent practicable,

be scheduled initially no later than the earlier of (a) the Final Hearing (as defined below), or (b) within two (2) business days of such request. This scheduling shall not be deemed to preclude additional hearings for the presentation of evidence or arguments as necessary.

15. The sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) shall be conducted by the Debtors notwithstanding any restrictive provision of any lease, sublease, restrictive covenant, or other agreement relative to occupancy affecting or purporting to restrict the conduct of the Store Closings (including the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement)), abandonment of assets, or “going dark” provisions, and such provisions shall not be enforceable in conjunction with the Store Closings. Breach of any such provisions in these Chapter 11 Cases in conjunction with the Store Closings shall not constitute a default under a lease or provide a basis to terminate the lease; *provided* that the Store Closings are conducted in accordance with the terms of this Interim Order and the applicable Store Closing Procedures. Subject to the approval of Debtors’ secured lenders, including the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term Lender Group, which approval shall not be unreasonably withheld, the Debtors and/or the Consultant are authorized to enter into agreements with landlords of the Closing Stores (“*Side Letters*”) between themselves modifying the Store Closing Procedures without further order of the Court and such Side Letters shall be binding as among the Debtors, the Consultant, and any such landlords. In the event of any conflict between the Store Closing Procedures, the Consulting Agreements, this Interim Order and any Side Letter, the terms of such Side Letter shall control. The Expense Budget attached to each of the Consulting Agreements may only be modified according to the procedures provided by the respective Consulting Agreements

and after consultation with counsel to the Ad Hoc Group of Crossover Lenders and counsel to the Ad Hoc FILO Term Lender Group.

16. Except as expressly provided for herein or in the Store Closing Procedures, and except with respect to any Governmental Unit (as to which paragraphs 27 and 28 shall apply) no person or entity, including, but not limited to, any landlord, licensor, service provider, utility, or creditor, shall take any action to directly or indirectly prevent, interfere with, or otherwise hinder consummation of the Store Closings or the sale of the Merchandise, FF&E, or Additional Consultant Goods (with respect to the U.S. Consulting Agreement), or the advertising and promotion (including the posting of signs and exterior banners or the use of signwalkers) of such sales, and all such parties and persons of every nature and description, including, but not limited to, any landlord, licensor, service provider, utility, and creditor and all those acting for or on behalf of such parties, are prohibited and enjoined from (a) interfering in any way with, obstructing, or otherwise impeding the conduct of the Store Closings, and/or (b) instituting any action or proceeding in any court (other than this Court) or administrative body seeking an order or judgment against, among others, the Debtors, or the landlords at the Closing Stores that might in any way directly or indirectly obstruct or otherwise interfere with or adversely affect the conduct of the Store Closings or other liquidation sales at the Closing Stores.

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

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

19. The Consultant shall accept the Debtors’ validly-issued gift certificates and gift cards that were issued by the Debtors before the commencement of the Store Closings in accordance with the Debtors’ gift certificate and gift card policies and procedures as they existed on the Petition Date, and accept returns of merchandise sold by the Debtors before the commencement of the Store Closings for the first thirty (30) days of the Store Closings, provided that such returns are otherwise in compliance with the Debtors’ return policies in effect as of the Petition Date.

20. Nothing in this Interim Order authorizes the Debtors to lease, sell, or otherwise transfer to Consultant, or any other party, the personal identifying information (which means information which alone or in conjunction with other information identifies an individual, including but not limited to an individual’s first name (or initial) and last name, physical address, electronic address, telephone number, social security number, date of birth, government-issued identification number, account number and credit or debit card number (the “*PII*”) of any customers unless such sale or transfer or lease is permitted by the Debtors’ privacy policy and state or federal privacy and/or identity theft prevention laws and rules (collectively, the “*Applicable Privacy Laws*”).

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

22. The Consultant shall accept return of any goods that contain a defect which the lay consumer could not reasonably determine was defective by visual inspection prior to purchase for a full refund, provided that the consumer must return the merchandise within the time period proscribed by the Debtors' return policy that was in effect when the merchandise was purchased, the consumer must provide a receipt, and the asserted defect must in fact be a "latent" defect, which goods shall be considered returned Merchandise, and to the extent counted as Merchandise shall be re-characterized as excluded defective Merchandise.

23. The Consultant shall not be liable for sales taxes except with respect to the Additional Consultant Goods (with respect to the U.S. Consulting Agreement), and as expressly provided in the Consulting Agreements, and the payment of any and all sales taxes is the responsibility of the Debtors, subject to Consultant's obligation to collect and remit the sales taxes attributable to the sale of Additional Consultant Goods pursuant to the U.S. Consulting Agreement. The Debtors are directed to remit all taxes arising from the Store Closings to the applicable Governmental Units as and when due; *provided* that in the case of a *bona fide* dispute the Debtors are only directed to pay such taxes upon the resolution of the dispute, if and to the extent that the dispute is decided in favor of the applicable Governmental Unit. For the avoidance

of doubt, sales taxes collected and held in trust by the Debtors shall not be used to pay any creditor or any other party, other than the applicable Governmental Unit for which the sales taxes are collected. This Interim Order does not enjoin, suspend, or restrain the assessment, levy, or collection of any tax under state law, and does not constitute a declaratory judgment with respect to any party's liability for taxes under state law.

24. Pursuant to section 363(f) of the Bankruptcy Code, the Consultant, on behalf of the Debtors, is authorized to sell Store Assets—and all sales of Store Assets whether by the Consultant or the Debtors, shall be—free and clear of any and all of any liens, claims, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable (collectively, “*Encumbrances*”); as provided for herein because in each case, one or more of the standards set forth in section 363(f)(1)–(5) has been satisfied; *provided, however*, that any such Encumbrances shall attach to the proceeds of the sale of the Merchandise and the FF&E with the same validity, in the amount, with the same priority as, and to the same extent that any

such Encumbrances have with respect to the Merchandise and the FF&E, subject to any claims and defenses that any party may possess with respect thereto and subject to the Consultant's fees and expenses (as provided in the Consulting Agreements).

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

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

III. DISPUTE RESOLUTION PROCEDURES WITH GOVERNMENTAL UNITS.

27. Nothing in this Interim Order or the Store Closing Procedures releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under environmental laws or regulations (or any associated liabilities for penalties, damages, cost recovery, or injunctive relief) to which any entity would be subject as the owner, lessor, lessee, or operator of the property after the date of entry of this Interim Order. Nothing contained in this Interim Order or the Store Closing Procedures shall in any way: (a) diminish the obligation of any entity to comply with environmental laws; or (b) diminish the obligations of the Debtors to comply with environmental laws consistent with its rights and obligations as debtor in possession under the Bankruptcy Code. The Store Closings shall not be exempt from laws of general applicability, including, without limitation, public health and safety, criminal, tax, labor, employment, environmental, antitrust, fair competition, traffic, and consumer protection laws, including consumer laws regulating deceptive practices and false advertising (collectively, "**General Laws**"). Nothing in this Interim Order, the Consulting Agreements, or the Store Closing Procedures, shall alter or affect obligations to comply with all applicable federal safety laws and regulations. Nothing in this Interim Order shall be deemed to bar any Governmental Unit (as such term is defined in section 101(27) of the

Bankruptcy Code) from enforcing General Laws, subject to the Debtors' rights to assert in that forum or before this Court that any such laws are not in fact General Laws or that such enforcement is impermissible under the Bankruptcy Code or this Interim Order. Notwithstanding any other provision in this Interim Order, no party waives any rights to argue any position with respect to whether the conduct was in compliance with this Interim Order and/or any applicable law, or that enforcement of such applicable law is preempted by the Bankruptcy Code. Nothing in this Interim Order shall be deemed to have made any rulings on any such issues.

28. To the extent that the sale of Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement) is subject to any Liquidation Sale Laws, including any federal, state or local statute, ordinance, or rule, or licensing requirement directed at regulating "going out of business," "store closing," similar inventory liquidation sales, or bulk sale laws, laws restricting safe, professional and non- deceptive, customary advertising such as signs, banners, posting of signage, and use of sign- walkers solely in connection with the sale and including ordinances establishing license or permit requirements, waiting periods, time limits, or bulk sale restrictions that would otherwise apply solely to the sale of the Merchandise, FF&E, and Additional Consultant Goods (with respect to the U.S. Consulting Agreement), the Dispute Resolution Procedures in this section shall apply:

- a. Provided that the Store Closings are conducted in accordance with the terms of the Interim Order or the Final Order, as applicable, and the applicable Store Closing Procedures, and in light of the provisions in the laws of many Governmental Units (as defined in the Bankruptcy Code) that exempt court-ordered sales from their provisions, the Debtors will be presumed to be in compliance with any Liquidation Sale Laws and are authorized to conduct the Store Closings in accordance with the terms of the Interim Order or the Final Order, as applicable, and the applicable Store Closing Procedures without the necessity of further showing compliance with any such Liquidation Sale Laws.
- b. Within three business days after entry of the Interim Order, the Debtors will serve by email, facsimile, or first-class mail, copies of the Interim Order, the proposed Final Order and the Store Closing Procedures on the following: (i) the landlords for

the Closing Stores; (ii) the Attorney General’s office for each state in which the Store Closings are being held; (iii) the county consumer protection agency or similar agency for each county in which the Store Closings are being held; (iv) the division of consumer protection for each state in which the Store Closings are being held; and (v) the chief legal counsel for each local jurisdiction in which the Store Closings are being held (collectively, the “*Dispute Notice Parties*”).

- c. With respect to any additional Closing Stores, within three business days after Court authorization to close additional stores (each, an “*Additional Closing Store List*”), the Debtors will serve by email, facsimile, or first-class mail, copies of the Interim Order or Final Order, as applicable, and the Store Closing Procedures on the Dispute Notice Parties. To the extent that there is a dispute arising from or relating to the Store Closings, the Interim Order, the proposed Final Order, or the Store Closing Procedures, as applicable, which dispute relates to any Liquidation Sale Laws (a “*Reserved Dispute*”), the Court shall retain exclusive jurisdiction to resolve the Reserved Dispute. Any time within ten days following entry of the Interim Order or service of any Additional Closing Store List, as applicable, any Governmental Unit may assert that a Reserved Dispute exists by sending a notice (the “*Dispute Notice*”) explaining the nature of the dispute to: (a) proposed counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com) and Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com); (b) the U.S. Trustee, 844 King Street, Suite 2207, Lock Box 35, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leafy@usdoj.gov); (c) counsel to the DIP Term Agent, Dorsey & Whitney LLP, 51 West 52nd Street, New York, NY 10019, Attn: Erin E. Trigg and Samuel S. Kohn (trigg.erin@dorsey.com and kohn.samuel@dorsey.com); (d) counsel to the Ad Hoc Group of Crossover Lenders, Milbank LLP, 2029 Century Park East, 33rd Floor, Los Angeles, CA 90067, Attn: Mark Shinderman (mshinderman@milbank.com) and Daniel B. Denny (ddenny@milbank.com); (e) counsel to the DIP ABL FILO Agent, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, NY 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); (f) counsel to the Ad Hoc FILO Term Lender Group, (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (g) the indenture trustee for the Debtors’ prepetition convertible notes, The Bank of New York Mellon Trust Company, N.A., 525 William Penn Place, 38th Floor, Pittsburgh, PA 15259, Attn: Corporate Trust Administration and BNY Mellon Corporate Trust, US Corporate Client Service Management, 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, Attn: Mindy M.

Wrzesinski (Melinda.m.wrzesinski@bnymellon.com); (h) lead counsel to the Consultant, Tiger Capital Group, 60 State Street, 11th Floor, Boston, MA 02109, Attn: Mark P. Naughton (MNaughton@tigergroup.com); (i) counsel to any statutory committee appointed in these Chapter 11 Cases; and (j) landlords of the property affected by the Reserved Dispute. If the Debtors and the Governmental Unit are unable to resolve the Reserved Dispute within 15 days after service of the Dispute Notice, the Governmental Unit may file a motion with the Court requesting that the Bankruptcy Court resolve the Reserved Dispute (a “***Dispute Resolution Motion***”).

- d. In the event that a Dispute Resolution Motion is filed, nothing in the Interim Order or the Final Order, as applicable, shall preclude the Debtors, a landlord, or any other interested party from asserting (i) that the provisions of any Liquidation Sale Laws are preempted by the Bankruptcy Code, or (ii) that neither the terms of the Interim Order or the Final Order nor the conduct of the Debtors pursuant to the Interim Order or the Final Order violates such Liquidation Sale Laws. Filing a Dispute Resolution Motion as set forth herein shall not be deemed to affect the finality of the Interim Order or the Final Order or to limit or interfere with the Debtors’ ability to conduct or to continue to conduct the Store Closings pursuant to the Interim Order or the Final Order, absent further order of the Court. Upon the entry of the Interim Order or the Final Order, as applicable, the Court grants authority for the Debtors to conduct the Store Closings pursuant to the terms of the Interim Order or the Final Order, as applicable, the Store Closing Procedures and to take all actions reasonably related thereto or arising in connection therewith. The Governmental Unit will be entitled to assert any jurisdictional, procedural, or substantive arguments it wishes with respect to the requirements of its Liquidation Sale Laws or the lack of any preemption of such Liquidation Sale Laws by the Bankruptcy Code. Nothing in the Interim Order or the Final Order will constitute a ruling with respect to any issues to be raised in any Dispute Resolution Motion.
- e. If, at any time, a dispute arises between the Debtors and a Governmental Unit as to whether a particular law is a Liquidation Sale Law, and subject to any provisions contained in the Interim Order or the Final Order related to the Liquidation Sale Laws, then any party to that dispute may utilize the provisions of subparagraphs (c) and (d) above by serving a notice to the other party and proceeding thereunder in accordance with those subparagraphs. Any determination with respect to whether a particular law is a Liquidation Sale Law shall be made *de novo*.

29. Subject to paragraphs 27 and 28 above, each and every federal, state, or local agency, departmental unit, or Governmental Unit with regulatory authority over the Store Closings, and all newspapers and other advertising media in which the Store Closings are advertised shall consider this Interim Order as binding authority that no further approval, license, or permit of any

Governmental Unit shall be required, nor shall the Debtors be required, to post any bond, to conduct the Store Closings.

30. Within three business days of this Interim Order, the Debtors shall serve copies of this Interim Order and the Store Closing Procedures via e-mail, facsimile, or regular mail, on: (a) the United States Trustee for the District of Delaware; (b) counsel for the agent for the Debtors' postpetition financing facility; (c) counsel to the Ad Hoc Group of Crossover Lenders; (d) counsel to the Ad Hoc FILO Term Lender Group; (e) counsel to the agent under the Debtors' secured term and asset-based financing facilities; (f) the indenture trustee for the Debtors' prepetition convertible notes; (g) the parties included on the Debtors' consolidated list of thirty (30) largest unsecured creditors; (h) the United States Attorney's Office for the District of Delaware; (i) the attorneys general for all 50 states and the District of Columbia; (j) the United States Department of Justice; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; (m) the United States Drug Enforcement Agency; (n) the United States Food and Drug Administration; (o) all parties who are known by the Debtors to assert liens against the Merchandise and the FF&E; (p) all state attorneys general in which the Merchandise and the FF&E are located; (q) municipalities in which the Merchandise and the FF&E are located; (r) all of the counterparties to the Debtors' real property leases; (s) all applicable state and consumer protection agencies; and (t) all parties requesting notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

IV. EFFECTIVENESS OF THE CONSULTING AGREEMENTS.

31. The Consulting Agreements are operative and effective on an interim basis. The Debtors are authorized to act and perform in accordance with the terms of the Consulting Agreements, including, without limitation, reimbursing all expenses to the Consultant as required by the Consulting Agreements without the need for any application of the Consultant or a further

order of the Court. For avoidance of doubt, the Debtors are also authorized to fund the Expense Budgets in accordance with the terms of each of the Consulting Agreements.

32. Subject to the restrictions set forth in this Interim Order and the applicable Store Closing Procedures, the Debtors and the Consultant are hereby authorized to take any and all actions as may be necessary or desirable to implement the Consulting Agreements and the Store Closings, and each of the transactions contemplated by the Consulting Agreements, and any actions taken by the Debtors and the Consultant necessary or desirable to implement the Consulting Agreements and the Store Closings prior to the date hereof, are hereby approved and ratified. The failure to specifically include any particular provision of the Consulting Agreements in this Interim Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Consulting Agreements and all of their provisions, payments, and transactions, be and hereby are authorized and approved as and to the extent provided for in this Interim Order.

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

34. To the extent that the Debtors seek to conduct Store Closings at any location not identified as a Closing Store on **Exhibit 2** attached hereto (each an “***Additional Closing Store***”), the Debtors shall (a) first consult with the DIP Term Agent and the DIP ABL FILO Agent, and use commercially reasonable efforts to consult with the Ad Hoc Group of Crossover Lenders and the Ad Hoc FILO Term Lender Group, (b) file an Additional Closing Store List, and (c) serve a notice of their intent to conduct Store Closings at those locations on the Additional Closing Store landlords and their counsel (if known), counsel to the Ad Hoc Group of Crossover Lenders,

counsel to the Ad Hoc FILO Term Lender Group, and applicable governmental units by email (to the extent available to the Debtors) or by overnight mail. The Additional Closing Store landlords shall have seven (7) days after service of the applicable Additional Closing Store List to object to the application of this Interim Order to their store locations. If no timely objections are filed with respect to the application of this Interim Order to any store locations identified on any Additional Closing Store List, then the Debtors shall be authorized, pursuant to section 105(a) and section 363(b)(1) of the Bankruptcy Code, to conduct Store Closings at such store locations in accordance with this Interim Order, the applicable Store Closing Procedures, the Consultant Agreement, and any Side Letter. If any objections are filed with respect to the application of this Interim Order to any store locations identified on any Additional Closing Store List and such objections are not resolved, the objections and the application of this Interim Order to any affected store locations shall be considered by the Court at the next regularly scheduled omnibus hearing.

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

V. OTHER PROVISIONS.

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

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

38. Nothing in the Motion or this Interim Order, or the Debtors' payment of any claims pursuant to this Interim Order, shall be construed as: (i) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (ii) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim would constitute an allowed claim; (v) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code (other than the Consulting Agreements); or (vi) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract with any party subject to this Interim Order. Nothing contained in this Interim Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

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

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

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

42. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

43. The Debtors are authorized and empowered to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

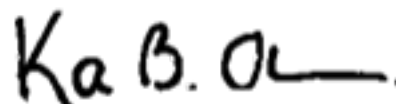
44. A hearing to consider entry of an order granting the Motion on a final basis (the "***Final Hearing***") shall be held on July 22, 2020, at 1:00 p.m. (prevailing Eastern time). Any objections or responses to the entry of such an order must be filed on or before 4:00 p.m. (prevailing Eastern time) on July 15, 2020, and served on (a) proposed counsel to the Debtors, (i) Latham & Watkins LLP, 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611, Attn: Caroline Reckler, Asif Attarwala, and Brett Newman (email: caroline.reckler@lw.com; asif.attarwala@lw.com; brett.newman@lw.com), and 885 Third Avenue, New York, New York 10022, Attn: Jeffrey T. Mispagel (jeffrey.mispagel@lw.com); and (ii) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 King Street, Wilmington, Delaware 19801, Attn: Michael R. Nestor, Kara Hammond Coyle, and Joseph M. Mulvihill (mnestor@ycst.com; kcoyle@ycst.com; and jmulvihill@ycst.com); (b) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy (email: jane.m.leafy@usdoj.gov); (c) counsel to the Ad Hoc Group of Crossover Lenders (i) Milbank LLP, 2029 Century Park East, Los Angeles, California 90067, Attn: Mark Shinderman, Brett Goldblatt, and Daniel B. Denny (email: mshinderman@milbank.com; bgoldblatt@milbank.com; and ddenny@milbank.com); and

(ii) Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, 16th Floor, P.O. Box 1347, Wilmington, Delaware 19899-1347, Attn: Robert J. Dehney (rdehney@mnat.com); (d) counsel to the Ad Hoc FILO Term Lender Group (i) Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Andrew N. Rosenberg, Jacob Adlerstein, and Douglas R. Keeton (email: arosenberg@paulweiss.com, jadlerstein@paulweiss.com, and dkeeton@paulweiss.com); and (ii) Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Richard S. Cobb (cobb@lrclaw.com); (e) counsel to the administrative agent under the DIP ABL FILO Facility, Simpson Thacher & Bartlett LLP, 425 Lexington Ave. New York, New York 10017, Attn: Sandy Qusba, Daniel L. Biller, and Jamie Fell (email: squsba@stblaw.com, daniel.biller@stblaw.com, and jamie.fell@stblaw.com); and (f) counsel to the administrative agent under the DIP Term Facility, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10019, Attn: Erin E. Trigg and Samuel S. Kohn (email: triggerin@dorsey.com and kohn.samuel@dorsey.com). In the event that no objections to entry of the Proposed Final Order on the Motion are timely received, this Court may enter such Proposed Final Order without need for the Final Hearing.

45. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order, including, but not limited to, (a) any claim or issue relating to any efforts by any party or person to prohibit, restrict or in any way limit banner and sign-walker advertising, including with respect to any allegations that such advertising is not being conducted in a safe, professional, and non-deceptive manner, (b) any claim of the Debtors, the landlords for protection from interference with the Store Closings, (c) any other disputes related to the Store Closings, and (d) protection of the Debtors against any assertions of any liens, claims, encumbrances, and other interests. No such parties or person shall take any

action against the Debtors, the landlords, or the Store Closings until this Court has resolved such dispute. This Court shall hear the request of such parties or persons with respect to any such disputes on an expedited basis, as may be appropriate under the circumstances.

Dated: June 25th, 2020
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Store Closing Procedures

U.S. Store Closing Procedures¹

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

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

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

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

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

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

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

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

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

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

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

If to the Debtors:

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

with copies (which shall not constitute notice) to:

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

-and-

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

If to the Ad Hoc Group of Crossover Lenders:

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

If to the Ad Hoc FILO Term Lender Group:

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

If to the Consultant:

Tiger Capital Group
60 State Street, 11th Floor

Boston, MA 02109
Attn: Mark P. Naughton

with copies (which shall not constitute notice) to:

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

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

Canadian Store Closing Procedures²

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

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

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

If to the Debtors:

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

with copies (which shall not constitute notice) to:

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

-and-

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

-and-

Torys LLP
79 Wellington St. W., 30th Floor
Box 270, TD South Tower

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

Toronto, ON M5K 1N2
Attn: Scott A. Bomhof & Adam M. Slavens

If to the Ad Hoc Group of Crossover Lenders:

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

-and-

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

If to the Ad Hoc FILO Term Lender Group:

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

If to the Consultant:

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

with copies (which shall not constitute notice) to:

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

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

Exhibit A

Canadian Sale Guidelines

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

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

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

5. The Consultant shall be permitted to utilize sign walkers and street signage; provided, however, such sign walkers and street signage shall not be located on the shopping centre or mall premises.
6. The Consultant shall not make any alterations to interior or exterior Store lighting, except as authorized pursuant to the applicable Lease. The hanging of exterior banners or other signage, where permitted in accordance with the terms of these guidelines, shall not constitute an alteration to a Store.
7. Conspicuous signs shall be posted in the cash register areas of each Store to the effect that all sales are “final”.
8. The Consultant shall not distribute handbills, leaflets or other written materials to customers outside of any of the Stores on any Landlord's property, unless permitted by the applicable Lease or, if distribution is customary in the shopping centre in which the Store is located. Otherwise, the Consultant may solicit customers in the Stores themselves. The Consultant shall not use any giant balloons, flashing lights or amplified sound to advertise the Sale or solicit customers, except as permitted under the applicable Lease, or agreed to by the Landlord, and no advertising trucks shall be used on a Landlord property or mall ring roads, except as explicitly permitted under the applicable Lease or agreed to by the Landlord.
9. At the conclusion of the Sale in each Store, the Consultant shall arrange that the premises for each Store are in “broom-swept” and clean condition, and shall arrange that the Stores are materially in the same condition as on the commencement of the Sale, ordinary wear and tear excepted. No property of any Landlord of a Store shall be removed or sold during the Sale. No permanent fixtures (other than FF&E which for clarity is owned by the Merchant) may be removed without the applicable Landlord's written consent unless

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

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

Landlords shall have the rights of access to the Stores during the Sale provided for in the applicable Lease (subject, for greater certainty, to any applicable stay of proceedings).

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

EXHIBIT 2

Closing Stores

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**AFFIDAVIT OF SUZAN MITCHELL-SCOTT
(affirmed June 26, 2020)**

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**AFFIDAVIT OF SUZAN MITCHELL-SCOTT,
AFFIRMED JUNE 26, 2020
(regarding application ret. June 29, 2020)**

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