

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

---

**FORM 8-K**

---

**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): June 12, 2020**

---

**GNC HOLDINGS, INC.**  
(Exact name of registrant as specified in its charter)

---

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35113**  
(Commission  
File Number)

**20-8536244**  
(IRS Employer  
Identification No.)

**300 Sixth Avenue**  
**Pittsburgh, Pennsylvania 15222**  
(Address of principal executive offices, including zip code)

**(412) 288-4600**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

---

Title of each class	Trading Symbol	Name of each exchange on which registered
<b>Class A common stock, par value \$0.001 per share</b>	<b>GNC</b>	<b>New York Stock Exchange</b>

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

**Item 1.01. Entry into a Material Definitive Agreement**

On June 12, 2020, General Nutrition Centers, Inc. (“Borrower”) entered into (i) the Second Amendment (the “TL Amendment”) to the Amended and Restated Term Loan Agreement, dated as of February 28, 2018, among GNC Corporation (“Parent”), the Borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto (as amended by the TL Amendment, the “Term Loan Agreement”) and (ii) the Third Amendment (the “ABL Amendment”, and together with the TL Amendment, the “Amendments”) to the ABL Credit Agreement, dated as of February 28, 2018, among Parent, Borrower, the other subsidiary borrowers party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto (as amended by the ABL Amendment, the “ABL Credit Agreement”).

The Amendments will, among other things, extend the respective dates on which, under certain circumstances, the respective springing maturity dates may accelerate for the term loan facility under the Term Loan Agreement and the FILO credit facility and revolving credit facility under the ABL Credit Agreement from June 15, 2020 to June 30, 2020 (such date, the “Extended Accelerated Springing Maturity Dates”). Under the Amendments, the springing maturity dates will accelerate from August 10, 2020 to the Extended Accelerated Springing Maturity Date if (i) the Borrower’s liquidity is less than \$100 million on the Extended Accelerated Springing Maturity Date or any date thereafter, and (ii) the holders of more than 25% of any class of credit facility debt elect to so accelerate (and if any particular class elects to accelerate, the springing maturity dates shall accelerate to the Extended Accelerated Springing Maturity Date for all classes of debt).

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the TL Amendment and the ABL Amendment, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and are incorporated into this Current Report on Form 8-K by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosure required by this item and contained in Item 1.01 above in this Form 8-K is incorporated by reference.

**Item 7.01. Regulation FD Disclosure.**

On June 12, 2020, GNC Holdings, Inc.’s (the “Company”) issued a press release with respect to its entry into the Amendments. A copy of the press release is attached as Exhibit 99.1 hereto and incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the information in this Item 7.01 shall not be deemed “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing.

## Forward-Looking Statements

The Current Report on Form 8-K contains certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 with respect to the Company's financial condition, results of operations and business that is not historical information. Forward-looking statements can often be identified by the use of terminology such as "subject to," "believes," "anticipates," "plans," "expects," "intends," "estimates," "projects," "may," "will," "should," "can," the negatives thereof, variations thereon and similar expressions, or by discussions regarding the Company's strategy and outlook. While Company believes there is a reasonable basis for its expectations and beliefs, they are inherently uncertain and subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. These risks, contingencies and uncertainties relate to, among other things: the highly competitive industry in which we operate; unfavorable publicity or consumer perception of our products; product innovation; our exploration of new strategic initiatives; our manufacturing operations; relationships with our vendors; our distribution network and inventory management; our ability to develop and maintain a relevant omni-channel experience for our customers; the performance of, and our relationships with, our franchisees; the location of our stores; availability of raw materials; risks related to COVID-19 (novel coronavirus) and its impacts on our markets (including decreased customer traffic at malls and other places our stores are located); general economic conditions; the risk of delays, interruptions and disruptions in our global supply chain, including disruptions in supply due to COVID-19 (novel coronavirus) or other disease outbreaks; material claims or product recalls; regulatory compliance; the value of our brand name; privacy protection and cyber-security; our current debt profile and risks related to our capital structure; possible joint ventures; our key executives and employees; insurance; and tax rate risks. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. Actual results could differ materially from those described or implied by such forward-looking statements. For a more detailed discussion of important factors that may materially affect such forward-looking statements, please refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 and the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2020.

### Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following materials are furnished as exhibits to this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to the Term Loan Agreement, dated as of June 12, 2020
10.2	Third Amendment to the ABL Credit Agreement, dated as of June 12, 2020
99.1	Press Release, dated June 12, 2020, issued by GNC Holdings, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Second Amendment to the Term Loan Agreement, dated as of June 12, 2020</a>
10.2	<a href="#">Third Amendment to the ABL Credit Agreement, dated as of June 12, 2020</a>
99.1	<a href="#">Press Release, dated June 12, 2020, issued by GNC Holdings, Inc.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**GNC HOLDINGS, INC.**

Date: June 12, 2020

By: /s/ Tricia K. Tolivar

Name: Tricia K. Tolivar

Title: Executive Vice President and Chief Financial Officer

SECOND AMENDMENT

SECOND AMENDMENT, dated as of June 12, 2020 (this "Second Amendment"), to the Amended and Restated Term Loan Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of May 15, 2020, and as further amended, restated, supplemented or otherwise modified from time to time prior to, but not including, the date hereof, the "Existing Credit Agreement"; and the Existing Credit Agreement as amended by this Second Amendment, the "Credit Agreement"), among GNC CORPORATION, a Delaware corporation ("Parent"), GENERAL NUTRITION CENTERS, INC., a Delaware corporation (the "Borrower"), the other Loan Parties party hereto, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Parent, the Borrower, the Lenders and the Administrative Agent are parties to the Existing Credit Agreement; and

WHEREAS, pursuant to Section 9.2(b) of the Existing Credit Agreement, the Borrower and the Lenders party hereto (for the avoidance of doubt, constituting at least the Required Lenders) hereby agree to amend the Existing Credit Agreement as set forth herein, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, capitalized terms which are defined in the Credit Agreement are used herein as therein defined.

SECTION 2. Amendments. Effective as of the Second Amendment Effective Date (as defined below), the following defined term set forth in Section 1.1 of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

"Springing Maturity Date": August 10, 2020 or, if later, the date that is 91 days prior to the stated maturity date of any Indebtedness that refinances the Convertible Senior Notes and has a stated maturity date between November 9, 2020 and June 2, 2021; provided that (a) if, at any time on or after June 30, 2020, Liquidity is less than \$100,000,000 or the Borrower has failed to deliver any certificate described in the following proviso and (b) if, either (i) the holders (other than any Defaulting Lender) of more than 25% of the aggregate unpaid principal amount of the Term Loans then outstanding have elected by written notice to the Borrower and the Administrative Agent to accelerate the Springing Maturity Date to June 30, 2020, or (ii) the "Revolving Springing Maturity Date" (as defined in the ABL Credit Agreement) has been accelerated to June 30, 2020 pursuant to the ABL Credit Agreement, or (iii) the "FILO Springing Maturity Date" (as defined in the ABL Credit Agreement) has been accelerated to June 30, 2020 pursuant to the ABL Credit Agreement, then the Springing Maturity Date shall be June 30, 2020; provided that a Responsible Officer of the Borrower shall deliver a certificate to the Administrative Agent on June 30, 2020 and on each Monday thereafter (and on any other day

after June 30, 2020 as the Administrative Agent or any Lender may request such a certificate) certifying that Liquidity is at least \$100,000,000 as of such date (and, with respect to any such certificate delivered after June 30, 2020, that Liquidity has been at least \$100,000,000 at all times since June 30, 2020).

SECTION 3. Effectiveness. This Second Amendment shall become effective on the date (the “Second Amendment Effective Date”) on which:

(a) The Administrative Agent shall have received this Second Amendment executed and delivered by each of (i) the Loan Parties and (ii) the Lenders constituting at least the Required Lenders.

(b) The Administrative Agent shall have received a true and complete copy of an amendment to the ABL Credit Agreement (i) executed and delivered by the Borrower and the lenders thereunder constituting at least the “Required Revolving Lenders” and the “Required FILO Lenders” (in each case as defined in the ABL Credit Agreement) and (ii) amending the defined terms “Revolving Springing Maturity Date” and “FILO Springing Maturity Date”, in each case appearing in Section 1.1 of the ABL Credit Agreement, in a manner substantially similar to the amendment to the Springing Maturity Date set forth in Section 2 above.

(c) Holdings shall have paid in full in cash all accrued and unpaid fees and expenses of professional advisors to the Administrative Agent and to the ad hoc group of holders of Term Loans and FILO Term Loans (as defined in the ABL Credit Agreement) represented by Milbank LLP (the “Crossover Ad Hoc Group”), in each case, invoiced within one Business Day prior to the Second Amendment Effective Date (it being understood that, notwithstanding anything to the contrary in the Credit Agreement, this clause (c) shall include the accrued and unpaid fees and expenses of separate legal counsel for each of the Administrative Agent and the Crossover Ad Hoc Group, respectively).

SECTION 4. Representations and Warranties. In order to induce the Required Lenders to enter into this Second Amendment, the Loan Parties hereto represent and warrant as of the date hereof to the Administrative Agent and each Lender party hereto that the following statements are true and correct in all material respects (or in all respects if qualified by “materiality” or “Material Adverse Effect”):

(a) Each of Parent and the Borrower and its Restricted Subsidiaries (i) is duly organized, validly existing and in good standing or in full force and effect under the laws of the jurisdiction of its organization (to the extent such concepts exist in such jurisdictions), (ii) has the organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (iii) is duly qualified as a foreign organization and in good standing or in full force and effect under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (iv) is in compliance with all Requirements of Law, except, in the case of the foregoing clauses (i) (solely with respect to Restricted Subsidiaries), (ii), (iii) and (iv), as would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Each Loan Party has the corporate or other organizational power and authority, and the legal right, to make, deliver and perform this Second Amendment and the Credit Agreement as amended hereby. Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Second Amendment and the Credit Agreement as amended hereby. No material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Second Amendment or the Credit Agreement as amended hereby, except (i) consents, authorizations, filings and notices that have been obtained or made and are in full force and effect, (ii) the consents, authorizations, filings and notices described in Schedule 3.4 to the Credit Agreement, (iii) the filings referred to in Section 3.18 of the Credit Agreement, (iv) filings necessary to create or perfect Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties and (v) those consents, authorizations, filings and notices the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. This Second Amendment has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Second Amendment constitutes, and the Credit Agreement as amended hereby constitutes, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(c) The execution, delivery and performance by each Loan Party of this Second Amendment and the Credit Agreement as amended hereby will not violate any Requirement of Law applicable to, or any Contractual Obligation of, Parent, the Borrower or any of its Restricted Subsidiaries, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than Permitted Liens).

#### SECTION 5. Reaffirmation.

(a) To induce the Required Lenders to enter into this Second Amendment, each of the Loan Parties hereby confirms, ratifies, acknowledges and reaffirms its obligations under each Loan Document to which it is a party, including, without limitation, any guarantees provided for therein and any grant, pledge or collateral assignment of a lien or security interest, as applicable, contained therein, in each case as amended, restated, amended and restated, supplemented or otherwise modified prior to or as of the date hereof (including as amended pursuant to this Second Amendment). Each Loan Party acknowledges and agrees that each of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall not be impaired or limited by the execution or effectiveness of this Second Amendment.

(b) Each Guarantor acknowledges and agrees that (i) such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to this Second Amendment and (ii) nothing in the Credit Agreement, this Second Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment, consent or waiver of the terms of the Credit Agreement.

SECTION 6. Continuing Effect of the Credit Agreement. This Second Amendment shall not constitute an amendment or waiver of any provision of the Existing Credit Agreement or the other Loan Documents not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the Borrower or any other Loan Party that would require a waiver or consent of any of the Lenders and/or the Administrative Agent. Except as expressly amended hereby, the provisions of the Existing Credit Agreement and each other Loan Document are and shall remain in full force and effect. Each of the Lenders party hereto agrees not to take a contrary position to, or to take any action inconsistent with, this Second Amendment.

SECTION 7. Loan Document. Each of this Second Amendment and the Credit Agreement as amended hereby is a Loan Document.

SECTION 8. GOVERNING LAW; WAIVER OF JURY TRIAL; MISCELLANEOUS.

**(a) THIS SECOND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECOND AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

**(b) EACH PARTY HERETO HEREBY AGREES TO THE TERMS SET FORTH IN SECTIONS 9.9 AND 9.10 OF THE CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN *MUTATIS MUTANDIS*.**

(c) On and after the Second Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import referring to the Existing Credit Agreement, and each reference in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement.

(d) This Second Amendment may be executed by one or more of the parties to this Second Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Second Amendment may be delivered by facsimile or electronic transmission of the relevant signature pages hereof. Any provision of this Second Amendment may be amended, waived or modified with the consent of the Required Lenders to the extent provided in Section 9.2 of the Credit Agreement, other than any such subsequent amendment, waiver or modification to the extent it would otherwise require the consent of Lenders holding a higher percentage of any Class or the consent of all affected Lenders, as applicable, pursuant to the Credit Agreement.

(e) The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Second Amendment and any document to be signed in connection with this Second Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries and (to the extent approved by the Administrative Agent) contract formations on electronic platforms, or the keeping of records in electronic form, each of which

shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Second Amendment. Each of the parties hereto represents and warrants to the other parties that it has the corporate capacity and authority to execute this Second Amendment through electronic means and there are no restrictions for doing so in that party's constitutive documents.

SECTION 9. Severability. If any provision of this Second Amendment shall be determined to be illegal or invalid as to one or more of the parties hereto, then such provision shall remain in effect with respect to all parties, if any, as to whom such provision is neither illegal nor invalid, and in any event all other provisions hereof shall remain effective and binding on the parties hereto.

SECTION 10. Headings. Section headings used herein are for convenience of reference only, are not part of this Second Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Second Amendment.

SECTION 11. GENERAL RELEASE.

(a) AS PART OF THE CONSIDERATION FOR THE LENDERS' EXECUTION OF THIS SECOND AMENDMENT, THE BORROWER, EACH GUARANTOR, EACH ON BEHALF OF ITSELF AND ITS SUCCESSORS, ASSIGNS, EQUITYHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS AND ATTORNEYS (COLLECTIVELY, THE "RELEASING PARTIES") HEREBY FOREVER, FULLY, UNCONDITIONALLY, AND IRREVOCABLY RELEASES, WAIVES, AND FOREVER DISCHARGES THE AGENTS, THE LENDERS AND EACH OF THEIR SUCCESSORS, ASSIGNS, EQUITYHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ATTORNEYS AND OTHER PROFESSIONALS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, DEBTS, DEMANDS, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY OR OTHERWISE), DAMAGES, COSTS, ATTORNEYS' FEES, SUITS, CONTROVERSIES, ACTS AND OMISSIONS, DEFENSES, COUNTERCLAIMS, SETOFFS, AND OTHER CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHETHER LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, FIXED OR CONTINGENT, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONNECTED WITH, RESULTING FROM OR RELATED TO ANY ACT OR OMISSION UNDER ANY LOAN DOCUMENT BY ANY AGENT, ANY LENDER OR ANY OTHER RELEASEE PRIOR TO THE DATE HEREOF (COLLECTIVELY, THE "CLAIMS"); PROVIDED THAT THE FOREGOING SHALL NOT RELEASE CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASEE AS DETERMINED BY A FINAL NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE BORROWER AND EACH GUARANTOR FURTHER AGREES THAT IT SHALL NOT COMMENCE, INSTITUTE, OR PROSECUTE ANY

LAWSUIT, ACTION OR OTHER PROCEEDING, WHETHER JUDICIAL, ADMINISTRATIVE OR OTHERWISE, TO COLLECT OR ENFORCE ANY CLAIM EXCEPT THAT THE BORROWER AND EACH GUARANTOR SHALL HAVE NO OBLIGATION HEREUNDER WITH RESPECT TO ANY CLAIM RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASEE AS DETERMINED BY A FINAL NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION. FURTHERMORE, EACH OF THE RELEASING PARTIES HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY COVENANTS AND AGREES WITH AND IN FAVOR OF EACH RELEASEE THAT IT WILL NOT SUE (AT LAW, IN EQUITY, IN ANY REGULATORY PROCEEDING OR OTHERWISE) ANY RELEASEE ON THE BASIS OF ANY CLAIM RELEASED AND/OR DISCHARGED BY THE RELEASING PARTIES PURSUANT TO THIS SECTION 11. IN ENTERING INTO THIS SECOND AMENDMENT, EACH OF THE RELEASING PARTIES HAS CONSULTED WITH, AND HAS BEEN REPRESENTED BY, LEGAL COUNSEL AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY REPRESENTATIONS, ACTS OR OMISSIONS BY ANY OF THE RELEASEES AND HEREBY AGREES AND ACKNOWLEDGES THAT THE VALIDITY AND EFFECTIVENESS OF THE RELEASES SET FORTH ABOVE DO NOT DEPEND IN ANY WAY ON ANY SUCH REPRESENTATIONS, ACTS AND/OR OMISSIONS OR THE ACCURACY, COMPLETENESS OR VALIDITY THEREOF.

(b) THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE AND REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE TERMINATION OF THIS SECOND AMENDMENT, ANY OTHER LOAN DOCUMENT OR ANY PROVISION HEREOF OR THEREOF.

(c) EACH RELEASING PARTY ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW KNOWN OR BELIEVED TO BE TRUE WITH RESPECT TO SUCH CLAIMS AND AGREES THAT THIS INSTRUMENT SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING ANY SUCH DIFFERENCES OR ADDITIONAL FACTS. THIS RELEASE SHALL BE AND REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE DISCOVERY BY ANY RELEASING PARTY AFTER THE DATE HEREOF (I) OF ANY NEW OR ADDITIONAL CLAIM AGAINST ANY RELEASEE, (II) OF ANY NEW OR ADDITIONAL FACTS IN ANY WAY RELATING TO THIS RELEASE, (III) THAT ANY FACT RELIED UPON BY IT WAS INCORRECT, OR (IV) THAT ANY REPRESENTATION OR WARRANTY MADE BY ANY RELEASEE WAS UNTRUE OR THAT ANY RELEASEE CONCEALED ANY FACT, CIRCUMSTANCE OR CLAIM RELEVANT TO A RELEASING PARTY'S EXECUTION OF THIS RELEASE. EACH RELEASING PARTY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE RELEASE SET FORTH ABOVE MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST ANY ACTION, SUIT OR OTHER PROCEEDING WHICH MAY BE INSTITUTED, PROSECUTED OR ATTEMPTED IN BREACH OF THE PROVISIONS OF SUCH RELEASE.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

**GENERAL NUTRITION CENTERS, INC.**, as the  
Borrower

By: \_\_\_\_\_  
Name:  
Title:

**GNC CORPORATION**, as the Parent

By: \_\_\_\_\_  
Name:  
Title:

**[●]**, as a Guarantor

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Second Amendment to GNC Amended and Restated Term Loan Credit Agreement]*

---

**[Lender Signature Block]**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Second Amendment to GNC Amended and Restated Term Loan Credit Agreement]*

---

Acknowledged and Agreed:

**JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Second Amendment to GNC Amended and Restated Term Loan Credit Agreement]*

THIRD AMENDMENT

THIRD AMENDMENT, dated as of June 12, 2020 (this "Third Amendment"), to the ABL Credit Agreement, dated as of February 28, 2018 (as amended by that certain First Amendment, dated as of March 20, 2018, as further amended by that certain Second Amendment, dated as of May 15, 2020, and as further amended, restated, supplemented or otherwise modified from time to time prior to, but not including, the date hereof, the "Existing Credit Agreement"; and the Existing Credit Agreement as amended by this Third Amendment, the "Credit Agreement"), among GNC CORPORATION, a Delaware corporation ("Parent"), GENERAL NUTRITION CENTERS, INC., a Delaware corporation (the "ABL Administrative Borrower"), each other Borrower from time to time party thereto, the other Loan Parties party hereto, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Parent, the ABL Administrative Borrower, the other Borrowers from time to time party thereto, the Lenders and the Administrative Agent are parties to the Existing Credit Agreement; and

WHEREAS, pursuant to Section 9.2(b) of the Existing Credit Agreement, the ABL Administrative Borrower and the Lenders party hereto (for the avoidance of doubt, constituting at least the Required FILO Lenders and the Required Revolving Lenders) hereby agree to amend the Existing Credit Agreement as set forth herein, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, capitalized terms which are defined in the Credit Agreement are used herein as therein defined.

SECTION 2. Amendments. Effective as of the Third Amendment Effective Date (as defined below), the following defined terms set forth in Section 1.1 of the Existing Credit Agreement are hereby amended and restated in their entirety as follows:

"FILO Springing Maturity Date": August 10, 2020 or, if later, the date that is 91 days prior to the stated maturity date of any Indebtedness that refinances the Convertible Senior Notes and has a stated maturity date between November 9, 2020 and April 1, 2023; provided that (a) if, at any time on or after June 30, 2020, Liquidity is less than \$100,000,000 or the ABL Administrative Borrower has failed to deliver any certificate described in the following proviso and (b) if, either (i) the holders (other than any Defaulting Lender) of more than 25% of the aggregate unpaid principal amount of the FILO Term Loans then outstanding have elected by written notice to the ABL Administrative Borrower and the Administrative Agent to accelerate the FILO Springing Maturity Date to June 30, 2020, or (ii) the Revolving Springing Maturity Date has been accelerated to June 30, 2020 pursuant to the definition of "Revolving Springing Maturity Date", or (iii) the "Springing Maturity Date" (as defined in the Term Loan Credit

Agreement) has been accelerated to June 30, 2020 pursuant to the Term Loan Credit Agreement, then the FILO Springing Maturity Date shall be June 30, 2020; provided that a Responsible Officer of the ABL Administrative Borrower shall deliver a certificate to the Administrative Agent on June 30, 2020 and on each Monday thereafter (and on any other day after June 30, 2020 as the Administrative Agent or any Lender may request such a certificate) certifying that Liquidity is at least \$100,000,000 as of such date (and, with respect to any such certificate delivered after June 30, 2020, that Liquidity has been at least \$100,000,000 at all times since June 30, 2020).

“Revolving Springing Maturity Date”: August 10, 2020 or, if later, the date that is 91 days prior to the stated maturity date of any Indebtedness that refinances the Convertible Senior Notes and has a stated maturity date between November 9, 2020 and November 27, 2022; provided that (a) if, at any time on or after June 30, 2020, Liquidity is less than \$100,000,000 or the ABL Administrative Borrower has failed to deliver any certificate described in the following proviso and (b) if, either (i) the holders (other than any Defaulting Lender) of more than 25% of the Total Revolving Credit Commitments then in effect or, if the Revolving Credit Commitments have been terminated, the Total Revolving Credit Exposure have elected by written notice to the ABL Administrative Borrower and the Administrative Agent to accelerate the Revolving Springing Maturity Date to June 30, 2020, or (ii) the FILO Springing Maturity Date has been accelerated to June 30, 2020 pursuant to the definition of “FILO Springing Maturity Date”, or (iii) the “Springing Maturity Date” (as defined in the Term Loan Credit Agreement) has been accelerated to June 30, 2020 pursuant to the Term Loan Credit Agreement, then the Revolving Springing Maturity Date shall be June 30, 2020; provided that a Responsible Officer of the ABL Administrative Borrower shall deliver a certificate to the Administrative Agent on June 30, 2020 and on each Monday thereafter (and on any other day after June 30, 2020 as the Administrative Agent or any Lender may request such a certificate) certifying that Liquidity is at least \$100,000,000 as of such date (and, with respect to any such certificate delivered after June 30, 2020, that Liquidity has been at least \$100,000,000 at all times since June 30, 2020).

SECTION 3. Effectiveness. This Third Amendment shall become effective on the date (the “Third Amendment Effective Date”) on which:

(a) The Administrative Agent shall have received this Third Amendment executed and delivered by each of (i) the Loan Parties, (ii) the Lenders constituting at least the Required FILO Lenders and (iii) the Lenders constituting at least the Required Revolving Lenders.

(b) The Administrative Agent shall have received a true and complete copy of an amendment to the Term Loan Credit Agreement (i) executed and delivered by the ABL Administrative Borrower and the lenders thereunder constituting at least the “Required Lenders” (as defined in the Term Loan Credit Agreement) and (ii) amending the defined term “Springing Maturity Date” appearing in Section 1.1 of the Term Loan Credit Agreement in a manner substantially similar to the amendments to the FILO Springing Maturity Date and Revolving Springing Maturity Date set forth in Section 2 above.

(c) Holdings shall have paid in full in cash all accrued and unpaid fees and expenses of professional advisors to (i) the Administrative Agent, (ii) the ad hoc group of certain holders of only FILO Term Loans represented by Paul, Weiss, Rifkind, Wharton & Garrison, LLP, (the “FILO Only Ad Hoc Group”) and (iii) the ad hoc group of certain holders of Term Loans and FILO Term Loans represented by Milbank LLP (the “Crossover Ad Hoc Group” and collectively with the FILO Only Ad Hoc Group the “Ad Hoc Groups”), in each case, invoiced within one Business Day prior to the Third Amendment Effective Date (it being understood that, notwithstanding anything to the contrary in the Credit Agreement, this clause (c) shall include the accrued and unpaid fees and expenses of separate legal counsel for each of the Administrative Agent and each Ad Hoc Group, respectively).

SECTION 4. Representations and Warranties. In order to induce the Required FILO Lenders and the Required Revolving Lenders to enter into this Third Amendment, the Loan Parties hereto represent and warrant as of the date hereof to the Administrative Agent and each Lender party hereto that the following statements are true and correct in all material respects (or in all respects if qualified by “materiality” or “Material Adverse Effect”):

(a) Each of Parent and the ABL Administrative Borrower and its Restricted Subsidiaries (i) is duly organized, validly existing and in good standing or in full force and effect under the laws of the jurisdiction of its organization (to the extent such concepts exist in such jurisdictions), (ii) has the organizational power and authority, and the legal right, to own and operate its Property, to lease the Property it operates as lessee and to conduct the business in which it is currently engaged, (iii) is duly qualified as a foreign organization and in good standing or in full force and effect under the laws of each jurisdiction where its ownership, lease or operation of Property or the conduct of its business requires such qualification and (iv) is in compliance with all Requirements of Law, except, in the case of the foregoing clauses (i) (solely with respect to Restricted Subsidiaries), (ii), (iii) and (iv), as would not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Each Loan Party has the corporate or other organizational power and authority, and the legal right, to make, deliver and perform this Third Amendment and the Credit Agreement as amended hereby. Each Loan Party has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Third Amendment and the Credit Agreement as amended hereby. No material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Third Amendment or the Credit Agreement as amended hereby, except (i) consents, authorizations, filings and notices that have been obtained or made and are in full force and effect, (ii) the consents, authorizations, filings and notices described in Schedule 3.4 to the Credit Agreement, (iii) the filings referred to in Section 3.18 of the Credit Agreement, (iv) filings necessary to create or perfect Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties and (v) those consents, authorizations, filings and notices the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. This Third Amendment has been duly executed and delivered on behalf of each Loan Party that is a party thereto. This Third Amendment constitutes, and the Credit Agreement as amended hereby constitutes, a legal, valid and binding obligation of each Loan Party that is a party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(c) The execution, delivery and performance by each Loan Party of this Third Amendment and the Credit Agreement as amended hereby will not violate any Requirement of Law applicable to, or any Contractual Obligation of, Parent, the ABL Administrative Borrower or any of its Restricted Subsidiaries, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and will not result in, or require, the creation or imposition of any Lien on any of their respective properties or revenues pursuant to any such Requirement of Law or any such Contractual Obligation (other than Permitted Liens).

SECTION 5. Reaffirmation.

(a) To induce the Required FILO Lenders and the Required Revolving Lenders to enter into this Third Amendment, each of the Loan Parties hereby confirms, ratifies, acknowledges and reaffirms its obligations under each Loan Document to which it is a party, including, without limitation, any guarantees provided for therein and any grant, pledge or collateral assignment of a lien or security interest, as applicable, contained therein, in each case as amended, restated, amended and restated, supplemented or otherwise modified prior to or as of the date hereof (including as amended pursuant to this Third Amendment). Each Loan Party acknowledges and agrees that each of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall not be impaired or limited by the execution or effectiveness of this Third Amendment.

(b) Each Guarantor acknowledges and agrees that (i) such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to this Third Amendment and (ii) nothing in the Credit Agreement, this Third Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendment, consent or waiver of the terms of the Credit Agreement.

SECTION 6. Continuing Effect of the Credit Agreement. This Third Amendment shall not constitute an amendment or waiver of any provision of the Existing Credit Agreement or the other Loan Documents not expressly referred to herein and shall not be construed as a waiver or consent to any further or future action on the part of the ABL Administrative Borrower or any other Loan Party that would require a waiver or consent of any of the Lenders and/or the Administrative Agent. Except as expressly amended hereby, the provisions of the Existing Credit Agreement and each other Loan Document are and shall remain in full force and effect. Each of the Lenders party hereto agrees not to take a contrary position to, or to take any action inconsistent with, this Third Amendment.

SECTION 7. Loan Document. Each of this Third Amendment and the Credit Agreement as amended hereby is a Loan Document.

SECTION 8. GOVERNING LAW; WAIVER OF JURY TRIAL; MISCELLANEOUS.

(a) **THIS THIRD AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS THIRD AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

(b) **EACH PARTY HERETO HEREBY AGREES TO THE TERMS SET FORTH IN SECTIONS 9.9 AND 9.10 OF THE CREDIT AGREEMENT AS IF SUCH SECTIONS WERE SET FORTH IN FULL HEREIN *MUTATIS MUTANDIS*.**

(c) On and after the Third Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import referring to the Existing Credit Agreement, and each reference in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement.

(d) This Third Amendment may be executed by one or more of the parties to this Third Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Third Amendment may be delivered by facsimile or electronic transmission of the relevant signature pages hereof. Any provision of this Third Amendment may be amended, waived or modified with the consent of the Required Revolving Lenders and/or the Required FILO Lenders, as applicable, to the extent provided in Section 9.2 of the Credit Agreement, other than any such subsequent amendment, waiver or modification to the extent it would otherwise require the consent of Lenders holding a higher percentage of any Class or the consent of all affected Lenders, as applicable, pursuant to the Credit Agreement.

(e) The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Third Amendment and any document to be signed in connection with this Third Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries and (to the extent approved by the Administrative Agent) contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Third Amendment. Each of the parties hereto represents and warrants to the other parties that it has the corporate capacity and authority to execute this Third Amendment through electronic means and there are no restrictions for doing so in that party’s constitutive documents.

SECTION 9. Severability. If any provision of this Third Amendment shall be determined to be illegal or invalid as to one or more of the parties hereto, then such provision shall remain in effect with respect to all parties, if any, as to whom such provision is neither illegal nor invalid, and in any event all other provisions hereof shall remain effective and binding on the parties hereto.

SECTION 10. Headings. Section headings used herein are for convenience of reference only, are not part of this Third Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Third Amendment.

SECTION 11. GENERAL RELEASE.

(a) AS PART OF THE CONSIDERATION FOR THE LENDERS' EXECUTION OF THIS THIRD AMENDMENT, THE ABL ADMINISTRATIVE BORROWER, EACH OTHER BORROWER AND EACH GUARANTOR, EACH ON BEHALF OF ITSELF AND ITS SUCCESSORS, ASSIGNS, EQUITYHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, PARTNERS, DIRECTORS, EMPLOYEES, AGENTS AND ATTORNEYS (COLLECTIVELY, THE "RELEASING PARTIES") HEREBY FOREVER, FULLY, UNCONDITIONALLY, AND IRREVOCABLY RELEASES, WAIVES, AND FOREVER DISCHARGES THE AGENTS, THE LENDERS AND EACH OF THEIR SUCCESSORS, ASSIGNS, EQUITYHOLDERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ATTORNEYS AND OTHER PROFESSIONALS (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, DEBTS, DEMANDS, CAUSES OF ACTION (WHETHER AT LAW OR IN EQUITY OR OTHERWISE), DAMAGES, COSTS, ATTORNEYS' FEES, SUITS, CONTROVERSIES, ACTS AND OMISSIONS, DEFENSES, COUNTERCLAIMS, SETOFFS, AND OTHER CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHETHER LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, FIXED OR CONTINGENT, DIRECTLY OR INDIRECTLY ARISING OUT OF, CONNECTED WITH, RESULTING FROM OR RELATED TO ANY ACT OR OMISSION UNDER ANY LOAN DOCUMENT BY ANY AGENT, ANY LENDER OR ANY OTHER RELEASEE PRIOR TO THE DATE HEREOF (COLLECTIVELY, THE "CLAIMS"); PROVIDED THAT THE FOREGOING SHALL NOT RELEASE CLAIMS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASEE AS DETERMINED BY A FINAL NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE ABL ADMINISTRATIVE BORROWER, EACH OTHER BORROWER AND EACH GUARANTOR, FURTHER AGREES THAT IT SHALL NOT COMMENCE, INSTITUTE, OR PROSECUTE ANY LAWSUIT, ACTION OR OTHER PROCEEDING, WHETHER JUDICIAL, ADMINISTRATIVE OR OTHERWISE, TO COLLECT OR ENFORCE ANY CLAIM EXCEPT THAT THE ABL ADMINISTRATIVE BORROWER, EACH OTHER BORROWER AND EACH GUARANTOR, SHALL HAVE NO OBLIGATION HEREUNDER WITH RESPECT TO ANY CLAIM RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY RELEASEE AS DETERMINED BY A FINAL NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION. FURTHERMORE, EACH OF THE RELEASING PARTIES HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY COVENANTS AND AGREES WITH AND IN FAVOR OF EACH RELEASEE THAT IT WILL NOT SUE (AT LAW, IN EQUITY, IN ANY REGULATORY PROCEEDING OR OTHERWISE) ANY RELEASEE ON THE BASIS OF ANY CLAIM RELEASED AND/OR DISCHARGED BY THE RELEASING PARTIES PURSUANT

TO THIS SECTION 11. IN ENTERING INTO THIS THIRD AMENDMENT, EACH OF THE RELEASING PARTIES HAS CONSULTED WITH, AND HAS BEEN REPRESENTED BY, LEGAL COUNSEL AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY REPRESENTATIONS, ACTS OR OMISSIONS BY ANY OF THE RELEASEES AND HEREBY AGREES AND ACKNOWLEDGES THAT THE VALIDITY AND EFFECTIVENESS OF THE RELEASES SET FORTH ABOVE DO NOT DEPEND IN ANY WAY ON ANY SUCH REPRESENTATIONS, ACTS AND/OR OMISSIONS OR THE ACCURACY, COMPLETENESS OR VALIDITY THEREOF.

(b) THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE AND REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE TERMINATION OF THIS THIRD AMENDMENT, ANY OTHER LOAN DOCUMENT OR ANY PROVISION HEREOF OR THEREOF.

(c) EACH RELEASING PARTY ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW KNOWN OR BELIEVED TO BE TRUE WITH RESPECT TO SUCH CLAIMS AND AGREES THAT THIS INSTRUMENT SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING ANY SUCH DIFFERENCES OR ADDITIONAL FACTS. THIS RELEASE SHALL BE AND REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE DISCOVERY BY ANY RELEASING PARTY AFTER THE DATE HEREOF (I) OF ANY NEW OR ADDITIONAL CLAIM AGAINST ANY RELEASEE, (II) OF ANY NEW OR ADDITIONAL FACTS IN ANY WAY RELATING TO THIS RELEASE, (III) THAT ANY FACT RELIED UPON BY IT WAS INCORRECT, OR (IV) THAT ANY REPRESENTATION OR WARRANTY MADE BY ANY RELEASEE WAS UNTRUE OR THAT ANY RELEASEE CONCEALED ANY FACT, CIRCUMSTANCE OR CLAIM RELEVANT TO A RELEASING PARTY'S EXECUTION OF THIS RELEASE. EACH RELEASING PARTY UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE RELEASE SET FORTH ABOVE MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST ANY ACTION, SUIT OR OTHER PROCEEDING WHICH MAY BE INSTITUTED, PROSECUTED OR ATTEMPTED IN BREACH OF THE PROVISIONS OF SUCH RELEASE.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

**GENERAL NUTRITION CENTERS, INC.**, as the ABL  
Administrative Borrower

By: \_\_\_\_\_  
Name:  
Title:

**GNC CORPORATION**, as the Parent

By: \_\_\_\_\_  
Name:  
Title:

**[●]**, as a Guarantor

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Third Amendment to GNC ABL Credit Agreement]*

---

**[Lender Signature Block]**, as a Lender

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Third Amendment to GNC ABL Credit Agreement]*

---

Acknowledged and Agreed:

**JPMORGAN CHASE BANK, N.A.**, as the Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Third Amendment to GNC ABL Credit Agreement]*

## GNC Holdings, Inc. Reaches Agreement with Lenders for Extension of Debt Maturity Dates

PITTSBURGH, June 12, 2020 – GNC Holdings, Inc. (NYSE: GNC), a global health and wellness brand that helps people live well, announced today that it has reached an agreement with required lender groups to extend the springing maturity dates for certain loans.

As previously disclosed, GNC's Tranche B-2 term loan, FILO term loan and revolving credit facility feature springing maturities that, prior to today's amendments, could be accelerated from August 10, 2020 to June 15, 2020 if certain conditions are not satisfied. Due to COVID-19 related impacts on its business, the Company expected it would not be able to satisfy certain of those conditions, which could result in the acceleration of the springing maturity date.

As a result of discussions with its lenders, GNC entered into amendments to its loan agreements to extend from June 15, 2020 to June 30, 2020 the dates on which, under certain circumstances, the respective springing maturity dates for the term loan facility, FILO credit facility and revolving credit facility may accelerate.

The Company continues to explore all strategic options available to it to refinance and restructure its debt to drive business continuity and protect the long term financial interests of the Company and the interests of the Company's key stakeholders. GNC will share additional updates when the Company's Board of Directors has approved a specific alternative or transaction or determined that further disclosure is appropriate or legally required.

GNC's founding principles of delivering high quality science-based health and wellness products remain strong and are more relevant in today's environment than ever before. The Company remains committed to executing on its business strategies that will position it for long-term growth to the benefit of its stakeholders.

### About Us

GNC Holdings, Inc. (NYSE: GNC) is a leading global health and wellness brand that provides high quality science-based products and solutions consumers need to live mighty, live fit, live long and live well.

The brand touches consumers worldwide by providing its products and services through company-owned retail locations, domestic and international franchise locations, digital commerce and strong wholesale and retail partnerships across the globe. GNC's diversified, multi-channel business model has worldwide reach and a well-recognized, trusted brand. By combining exceptional innovation, product development capabilities and an extensive global distribution network, GNC manages a best in class product portfolio. As of March 31, 2020, GNC had approximately 7,300 locations, of which approximately 5,200 retail locations are in the United States (including approximately 1,600 Rite Aid licensed store-within-a-store locations) and the remainder are locations in approximately 50 countries.

## Forward Looking Statements

This press release contains certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 with respect to the Company's financial condition, results of operations and business that is not historical information. Forward-looking statements can often be identified by the use of terminology such as "subject to," "believes," "anticipates," "plans," "expects," "intends," "estimates," "projects," "may," "will," "should," "can," the negatives thereof, variations thereon and similar expressions, or by discussions regarding the Company's strategy and outlook. While Company believes there is a reasonable basis for its expectations and beliefs, they are inherently uncertain and subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. These risks, contingencies and uncertainties relate to, among other things: the highly competitive industry in which we operate; unfavorable publicity or consumer perception of our products; product innovation; our exploration of new strategic initiatives; our manufacturing operations; relationships with our vendors; our distribution network and inventory management; our ability to develop and maintain a relevant omni-channel experience for our customers; the performance of, and our relationships with, our franchisees; the location of our stores; availability of raw materials; risks related to COVID-19 (novel coronavirus) and its impacts on our markets (including decreased customer traffic at malls and other places our stores are located); general economic conditions; the risk of delays, interruptions and disruptions in our global supply chain, including disruptions in supply due to COVID-19 (novel coronavirus) or other disease outbreaks; material claims or product recalls; regulatory compliance; the value of our brand name; privacy protection and cyber-security; our current debt profile and risks related to our capital structure; possible joint ventures; our key executives and employees; insurance; and tax rate risks. The Company undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. Actual results could differ materially from those described or implied by such forward-looking statements. For a more detailed discussion of important factors that may materially affect such forward-looking statements, please refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2019 and the Company's Quarterly Report on Form 10-Q for the three months ended March 31, 2020.

### Contacts:

#### Investors:

Matt Milanovich  
GNC  
Matthew-Milanovich@gnc-hq.com

John Mills  
ICR  
John.Mills@icrinc.com

#### Media:

Rachel Rosenblatt / Rachel Chesley  
FTI Consulting  
GNCComms@fticonsulting.com

###