



FRANCHISE DISCLOSURE DOCUMENT

General Nutrition Corporation
a Pennsylvania corporation
300 Sixth Avenue
Pittsburgh, PA 15222
(412) 288-4600
www.gncfranchising.com

The franchise described in this Disclosure Document is for the establishment and operation of a GNC retail store specializing in the sale of vitamins, minerals and other food supplements, natural cosmetics and other health management items. We also offer an Area Development Agreement, which grants you the right to develop and open a certain number of GNC retail stores within a specified area within a specified timeframe.

The total investment necessary to begin operation of a single new GNC franchise store ranges from approximately \$192,117 to \$354,217 and to convert a single company-owned store to a franchise store ranges from approximately \$158,817 to \$806,597. This includes the following amounts that must be paid to us: \$175,717 to \$305,217 for a new franchise store and \$93,217 to \$757,597 to convert a company-owned store to a franchise store. If you enter into an Area Development Agreement with us, you must also pay us a development fee equal to the sum of the following: (i) a development rights fee, which will be determined by us and will vary depending on the location of the development area, (ii) a fee equal to the initial franchise fee for the first GNC store you agree to develop, and (iii) a fee equal to 50% of the total initial franchise fees for the remaining GNC stores that you agree to develop. The fees in (ii) and (iii) will be credited toward the initial franchise fees due for the stores as long as you develop and open the stores in accordance with the terms of the Area Development Agreement.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 27, 2016

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN PENNSYLVANIA. WE MAY ELECT TO RESOLVE DISPUTES WITH YOU BY ARBITRATION OR LITIGATION IN PENNSYLVANIA COURTS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE IN PENNSYLVANIA THAN IN YOUR HOME STATE.*
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.*
3. OTHER THAN THE ACTIONS DISCLOSED IN ITEM 3 OF THIS DISCLOSURE DOCUMENT, NO LITIGATION OR OTHER DISPUTE IS REQUIRED TO BE DISCLOSED IN THIS DISCLOSURE DOCUMENT.
4. FRANCHISOR AND ITS AFFILIATES RETAIN CERTAIN RIGHTS TO SELL AND DISTRIBUTE GNC PRODUCTS TO OTHERS THROUGH DIFFERENT DISTRIBUTION CHANNELS WITHIN YOUR DEVELOPMENT AREA AND/OR YOUR PROTECTED TERRITORY DURING YOUR PROTECTIVE PERIOD.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

* State laws may supersede certain provisions of the Franchise Agreement or the Area Development Agreement. You may want to investigate whether you are protected by state law. You should review any addenda or riders attached to this Disclosure Document for disclosures regarding state franchise laws.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Information comparing franchisors is available. Call the state administrators listed in Exhibit A to this Disclosure Document or your public library for sources of information.

Registration of this franchise with a state does not mean that the state recommends it or has verified the information in this Disclosure Document. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and/or the state administrator for your state listed on Exhibit A to this Disclosure Document.

Effective Date: See the next page for state effective dates.

GENERAL NUTRITION CORPORATION

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

**STATE OF MICHIGAN
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act [the Michigan Franchise Investment Law]. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection only applies if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state [Michigan]. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state [Michigan].
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Antitrust and Franchise Unit, 670 Law Building, Lansing, Michigan 48913, (517) 373-7117.

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RECEIPTS

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

THE FRANCHISOR AND ITS PREDECESSORS

The franchisor is General Nutrition Corporation. To simplify the language in this Disclosure Document, “we,” “us” or “our” means General Nutrition Corporation. “You” or “your” means the person or entity that buys the franchise, and includes your partners if you are a partnership, your members if you are a limited liability company, or your shareholders if you are a corporation.

General Nutrition Corporation is a Pennsylvania corporation. Our principal business address is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222. We conduct business under our corporate name and under the names “GNC Franchising,” “GNC,” “General Nutrition Centers,” and “GNC Live Well.” Our agents for service of process are listed in Exhibit B to this Disclosure Document.

Our immediate predecessor was GNC Franchising, LLC, a Pennsylvania limited liability company that was organized on December 5, 2003. GNC Franchising, LLC was the franchisor from December 31, 2003 until December 31, 2008, when it was merged into us. GNC Franchising, LLC was our wholly-owned subsidiary prior to the merger and had a principal business address of 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222. GNC Franchising, LLC’s predecessor was GNC Franchising, Inc., a Pennsylvania corporation that was incorporated on November 2, 1987. GNC Franchising, Inc. was the franchisor before its merger with GNC Franchising, LLC on December 31, 2003. The principal business address of GNC Franchising, Inc. was also 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

OUR PARENTS AND AFFILIATES

We are a wholly-owned subsidiary of General Nutrition Centers, Inc., the principal business address of which is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222. The ultimate parent company of General Nutrition Centers, Inc. is GNC Holdings, Inc., which is a public company.

General Nutrition Centers, Inc. (our parent company), through its department General Nutrition Financial Services (“GNFS”), provides financial services to our franchisees. We do not otherwise have any affiliates that provide products or services to our franchisees.

OUR OTHER BUSINESS ACTIVITIES

We own and operate all of the company-owned GNC retail stores. Our company-owned GNC retail stores are of the type being franchised in this Disclosure Document. We also generally sublease GNC retail store locations to our franchisees.

We and/or our affiliates operate the Internet sites gnc.com and LuckyVitamin.com, which sell GNC-branded products and/or third party products via the Internet, and we sell GNC-branded products and certain third party products on a wholesale and consignment basis to the Internet site drugstore.com. We also provide necessary overhead for our company-owned GNC stores and warehousing and construction services for company-owned and franchised GNC stores.

We also manufacture and distribute GNC-branded products and certain private label products and perform contract manufacturing for third parties. We manufacture many of the products that our company-owned stores and franchisees must carry in their stores through our manufacturing division. We distribute

these products that we manufacture to our company-owned stores and franchisees through our distribution division and transportation subsidiary, GNC Transportation, LLC.

We also offer franchises of the type being franchised in this Disclosure Document in territories outside the United States through our international franchising division.

THE FRANCHISE WE OFFER

The franchise that we offer in this Disclosure Document is the license to operate a GNC retail store (the “Store” or “GNC Store”) at a fixed location as a franchisee under the form of Franchise Agreement attached as Exhibit E to this Disclosure Document (the “Franchise Agreement”).

GNC Stores are retail health, wellness and performance stores that offer for sale vitamin and mineral supplements (some of which will be manufactured and distributed by us under the “GNC” brand or other proprietary brands we may create and develop from time to time), and, depending on the Store size, franchisee preferences, and our requirements, may offer for sale sports nutrition products, herbs, health foods, natural cosmetics and miscellaneous healthcare products, diet products, physical fitness products, specialty workout apparel, health-management products, and related products, as approved for sale by us from time to time. The franchise will be operated under certain trademarks, trade names, service marks, logos, emblems, insignia and other commercial symbols (including without limitation “GNC”, “GENERAL NUTRITION CENTER”, and “GNC LIVE WELL”) developed and approved for use by us from time to time (the “Proprietary Marks”), and pursuant to a comprehensive system (the “System”) originally developed by our predecessor, GNC Franchising, Inc., which we may modify from time to time.

Our System features: vitamin and mineral supplements and other products manufactured and/or distributed by us under labels bearing the “GNC” mark (the “GNC Brand Supplements”) and other proprietary trademarks, such as Pro Performance and Preventive Nutrition; other third party vitamin and mineral supplements; sports nutrition products, herbs, health foods, natural cosmetics and miscellaneous healthcare products, diet products, physical fitness products, specialty workout apparel, health-management products, and related products; distinctive trade dress; interior and exterior building design and Store format; standards and specifications for construction, equipment, signs, furnishings, assistance, and training; sales and management assistance and training; operating procedures for the storage, display and sale of products and services; and specialized methods and techniques for inventory and cost purchasing, customer service, sales promotion and advertising. The System may be changed, improved and further developed by us from time to time.

If you desire to develop and operate multiple GNC Stores, we offer an Area Development Agreement, which grants you the right to develop and open a specified number of GNC Stores within a specified development area in accordance with a specified development schedule, under the form of Area Development Agreement attached as Exhibit F to this Disclosure Document (the “Development Agreement”). Under the Development Agreement, you have the right to develop, open and operate an agreed upon number of GNC Stores located in an area of responsibility (the “Development Area”), provided that you do so in accordance with an agreed upon development schedule (the “Development Schedule”). There is no preset minimum or maximum number of GNC Stores that you may agree to establish under the Development Agreement. We will negotiate with you on a case-by-case basis the number of GNC Stores that you will develop. In negotiating the number of GNC Stores we will permit you to develop under the Development Agreement, we will take into account market conditions, demographics for the potential development area and other factors we deem relevant. You may establish your GNC Stores at any location within the Development Area provided we consent to the location, which consent may be withheld or granted in our sole discretion, the location is in a state where we are permitted to sell GNC franchises, the location is not located in a territory or location in which any other GNC franchisee has exclusive

rights or a right of first refusal, the location would not violate any other protected or restricted territories that we have granted or may in the future grant, such as in connection with a joint venture or Rite Aid, and the location would not violate a radius restriction in any real estate lease. You will operate each GNC Store to be developed under the Development Agreement under a separate Franchise Agreement, in our then-current form.

We currently offer the following franchise programs:

New Franchise Store

A new franchise Store (“New Franchise Store”), or the right to develop multiple New Franchise Stores under a Development Agreement, may be awarded to a qualified person who is new to the GNC System, an existing franchisee or an employee of ours or one of our affiliates pursuant to our employee program. A New Franchise Store will be a new Store constructed by us (unless we designate otherwise in writing) at a location approved by us.

Conversion Store

As part of our business strategy, we have a program to convert existing company-owned GNC Stores to franchised GNC Stores (a “Conversion Store”). This program is available to qualified new franchisees, existing franchisees, and employees of ours or our affiliates pursuant to our employee program. Sales of Conversion Stores under this program are made using the form of Asset Purchase and Sale Agreement attached as Exhibit H to this Disclosure Document.

In either case, to qualify under our employee program, you must currently be an employee of ours or one of our affiliates and you must have been employed (regardless of the position held) full-time for at least 12 months or part-time for at least 24 months prior to the date you execute the Franchise Agreement.

You will operate your GNC Store as an independent business using the Proprietary Marks, System, support, guidance, and materials developed by us. You will offer and sell products and services to the general public under the terms and conditions contained within the Franchise Agreement and our confidential operating manuals, including the Franchise Operations Manual, Re-Merchandising Manual, Promotional Merchandising Guidelines, POS Operations Manual, and any other manuals that we may develop or prescribe from time to time (the “Manuals”), that will be loaned to you at the time of training. You may not offer other products or services without our prior written approval.

We reserve the right to offer special incentive programs at any time in the future, which may decrease any of the fees listed in Items 6 and 7 of this Disclosure Document, or the financing amounts and/or terms listed in Item 10. Generally, these incentive programs will be conditioned upon you executing a Franchise Agreement or opening your Store by a specified date and may only be available for specific Stores or in specified markets, which we determine in our sole discretion. **We may alter or discontinue these programs at any time in our sole discretion without notice to you.** These incentive programs may not be combined with any other offer or program unless indicated by us in writing. Furthermore, if you have executed a Franchise Agreement before the dates specified for the incentive programs, acquired a GNC location from an existing franchisee via a transfer, or are renewing an existing Franchise Agreement, you are not eligible to receive the incentive program.

COMPETITION

The health, wellness and performance market is well developed and is very competitive. You will compete with independent, regional, and national chains of vitamin stores, health food stores, and fitness

stores. You will also compete with specialty stores, mass merchandisers, drug stores and grocery stores that sell the same or similar products, some of which may be located in close proximity to your Store or within the same enclosed mall or strip center. Various companies throughout the United States sell, by mail order, Internet or catalog sales, products which are the same or similar to those you will offer from your franchise location. Depending on the terms of your lease, your landlord may be able to lease other space within the mall or strip center in which you are located to other stores which may offer products that are the same as or similar to your products. Other nearby stores may be owned by us or our affiliates, under the same or a different trade name or trademark. In addition, in response to increasing competition in your area, we may develop programs to compete with that competition, and these programs may lower prices of products in certain GNC Stores in your area; however, these programs will comply with our obligations in connection with your protected territory under your Franchise Agreement.

In our Franchise Agreement, we reserve the right to sell products under the same or similar brands that you sell, including GNC Brand Supplements, via direct marketing. Direct marketing includes product sales by mail order catalogues, telemarketing and the Internet. We own and operate the Internet sites gnc.com and LuckyVitamin.com. Additionally, we and/or our affiliates have invested with Rite Aid Corporation in the Internet site drugstore.com (see Item 12 for more information regarding Rite Aid). These Internet sites will enable customers to purchase vitamin and mineral supplements, sports nutrition products, diet and energy products, herbal supplements, health and beauty products, health care products, and related products that may be currently available in retail GNC Stores, including GNC Brand Supplements, as well as provide free on-line information about health, wellness and performance. The products offered on these Internet sites may be the same or similar to those sold by you and may be offered for sale at varying prices. The former franchisors, GNC Franchising, Inc. and GNC Franchising, LLC, also reserved the right to sell products via direct marketing.

INDUSTRY-SPECIFIC REGULATIONS

In addition to laws and regulations that apply to businesses generally, such as workers' compensation, corporate, and tax laws, you will be subject to certain federal, state, and local laws and regulations that affect the storage, offer, and sale of many products in your Store, which may include rules and regulations of the Federal Food and Drug Administration ("FDA"), the Consumer Product Safety Commission ("CPSC"), and the Federal Trade Commission ("FTC"), and if you carry foods, local health departments. There may be other local laws and regulations that are not mentioned in this Disclosure Document. The FDA and FTC rules and regulations may constrain the advertising or representations you can make about products and prohibit you from selling certain products, in some cases because of statements on their labels or advertising associated with those products.

You must comply with all applicable FDA requirements contained in the Federal Food, Drug, and Cosmetic Act and any similar state law concerning the sale of vitamins, proteins, cosmetics, drugs, foods, food supplements, medical devices, and other goods or services offered for sale at your Store. You must also obtain all certifications, permits, or other licenses that are necessary for you to operate your Store. You should become generally familiar with the Federal Food, Drug, and Cosmetic Act and any similar state law.

OUR BUSINESS EXPERIENCE AND BUSINESS EXPERIENCE OF OUR PREDECESSORS AND AFFILIATES

We and our predecessors have awarded franchises similar to the franchise we are offering in this Disclosure Document since 1987. Our predecessor, GNC Franchising, Inc., awarded GNC Store franchises similar to the franchise we are offering in this Disclosure Document from 1987 until it was merged into GNC Franchising, LLC on December 31, 2003. GNC Franchising, LLC, our immediate predecessor, awarded GNC Store franchises similar to the franchise we are offering in this Disclosure Document from

December 31, 2003 until it was merged into us on December 31, 2008. We have awarded GNC Store franchises since January 1, 2009.

We and our predecessors and affiliates have manufactured and sold vitamins, health foods, diet products, natural cosmetics, fitness products, and other health-related products since 1935 and have distributed these products to our franchisees and company-owned stores since 1993. GNFS, a department of our parent company, General Nutrition Centers, Inc., has provided financial services to our franchisees since 1993. We also own and operate our company-owned Stores in the United States, under the names “GNC,” “General Nutrition Center,” and “GNC Live Well,” all of which specialize in the sale of health, wellness and performance products, such as vitamins and mineral supplements, sports nutrition products, herbs, health foods, natural cosmetics, diet products, physical fitness products, and health management products and services. The GNC Stores operated by us are the same as, or similar to, the franchise offered in this Disclosure Document.

From May, 2001 through 2013, our affiliate General Nutrition Centres Company, and its predecessor GNC Franchising Canada, LTD., offered franchises in Canada similar to the franchise offered in this Disclosure Document under the names “General Nutrition Centre” and “GNC Live Well.” Since 1989, we and our predecessor, General Nutrition International, Inc., have been offering franchises and Development and Distribution Agreements similar to the franchise offered in this Disclosure Document in territories outside the United States.

As of December 31, 2015, we operated 3,184 GNC Stores in the United States and 36 GNC Stores in Puerto Rico, and there were 1,084 franchised Stores operating in the United States. As of December 31, 2015, there were 2,327 GNC/Rite Aid stores operating within Rite Aid stores throughout the United States (see Item 12 for more information regarding Rite Aid).

Neither we nor our predecessors or affiliates have ever offered franchises in any other lines of business. In the past, we have operated locations under the names “Nature Food Center”, “GNC Value Nutrition”, “Amphora” and “Alive.” In the past, our predecessor GNC Franchising, Inc. franchised, and we operated, GNC Stores in Harris Teeter supermarket stores in North Carolina, South Carolina and Virginia. Harris Teeter is a grocery chain retailer, the headquarters of which are in Charlotte, North Carolina. This program has been discontinued, and all GNC/Harris Teeter Stores closed in June, 2003.

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ITEM 2

BUSINESS EXPERIENCE

Sole Director and Chief Executive Officer:

Michael Archbold

Mr. Archbold has served as our sole Director and Chief Executive Officer and as a Director and the Chief Executive Officer of our parent company, GNC Holdings, Inc., since August, 2014 at our headquarters in Pittsburgh, Pennsylvania. Mr. Archbold previously served as Chief Executive Officer and Chief Financial Officer at The Talbots Inc. from August, 2012 to August, 2013, in Hingham, Massachusetts. From April, 2011 to June, 2012, he served as President, from April, 2007 to June, 2012, as Chief Operating Officer, and from April, 2007 to April, 2011, as Chief Financial Officer, Executive Vice President and Chief Operating Officer, of Vitamin Shoppe, Inc., in North Bergen, New Jersey. From April, 2007 to April, 2011, he served as the Chief Operating Officer, Chief Financial Officer, Executive Vice President and Principal Accounting Officer of VS Holdings Inc. and its principal operating subsidiaries VS Holdings, Inc. and VS Parent Inc., in North Bergen, New Jersey. From January, 2012 to present, he has served as an Independent Director of Express, Inc., in Columbus, Ohio. From December, 2007 and January, 2009, respectively, to July 2011, he served as a Director and Lead Director of Borders Group, Inc. in Ann Arbor, Michigan.

Executive Vice President, Operations:

Michael Dzura

Mr. Dzura has served as Executive Vice President, Operations, overseeing all domestic franchising operations, since February, 2015, at our headquarters in Pittsburgh, Pennsylvania. From October, 2007 to September, 2013, he served as Senior Vice President of Stores for Gamestop, in Grapevine, Texas

Executive Vice President and Chief Financial Officer:

Tricia Tolivar

Ms. Tolivar has served as our Executive Vice President and Chief Financial Officer since March, 2015 at our headquarters in Pittsburgh, Pennsylvania. From 2011 to March, 2015, she served as Americas Advisory Director of Finance for Ernst & Young, LLP, in Atlanta, Georgia. From October, 2007 to 2011, she served as Southeast Area Director of Finance, Assurance and Advisory for Ernst & Young, LLP, also in Atlanta, Georgia.

Executive Vice President, Chief Marketing and e-Commerce Officer:

Jeffrey Hennion

Mr. Hennion has served as our Executive Vice President, Chief Marketing and e-Commerce Officer since September, 2014, at our headquarters in Pittsburgh, Pennsylvania. He previously served as our Executive Vice President and Chief Marketing Officer from July, 2011 to October, 2012, and as our Executive Vice President and Chief Branding Officer from January, 2011 to July, 2011, at our headquarters in Pittsburgh, Pennsylvania. From October, 2012 to September 2014, he served as President and Chief Financial Officer of Branding Brand, in Pittsburgh, Pennsylvania. From January, 2005 to September, 2010, he served as Executive Vice President and Chief Marketing Officer of Dick's Sporting Goods, in Pittsburgh, Pennsylvania.

Senior Vice President, Chief Legal Officer and Secretary:

James Sander

Mr. Sander has served as our Senior Vice President, Chief Legal Officer, and Secretary since November, 2014, at our headquarters in Pittsburgh, Pennsylvania. He was in private law practice with Holsworth Sander and Associates, PC from April, 2013 to November, 2014, in Pittsburgh, Pennsylvania. He served as Assistant General Counsel and as Vice President, Secretary and General Counsel at Vitamin Shoppe, Inc. from November, 2008 to April, 2013 in North Bergen, New Jersey.

Vice President, Field Operations:

Beth Kitchen

Ms. Kitchen has served as our Vice President, Field Operations at our headquarters in Pittsburgh, Pennsylvania since November, 2015, having previously served as Vice President of Strategic Initiatives from November, 2014 to November, 2015, as Vice President of Domestic Franchising from July, 2011 to November, 2014, and as Director of Franchise Operations from January, 2004 to July, 2011, in each case at our headquarters in Pittsburgh, Pennsylvania.

Vice President, Treasury and Risk Management:

Dennis Magulick

Mr. Magulick has served as our Vice President of Treasury and Risk Management since June, 2015, at our headquarters in Pittsburgh, Pennsylvania. From 2011 to June, 2015, Mr. Magulick served as Vice President, Treasury and Investor Relations (previously Senior Director), at our headquarters in Pittsburgh, Pennsylvania. In June, 2010, Mr. Magulick joined GNC as Director of Financial Planning and Analysis, at our headquarters in Pittsburgh, Pennsylvania.

Vice President, Real Estate

Michael Smith

Mr. Smith has served as our Vice President, Real Estate since February, 2016 at our headquarters in Pittsburgh, Pennsylvania. Mr. Smith served from January, 2007 to October, 2015 as Senior Vice President of Real Estate for Shoe Carnival in Evansville, Indiana.

Director of Tax:

Heather Weiner

Ms. Weiner has served as our Director of Tax since June, 2015, at our headquarters in Pittsburgh, Pennsylvania. Ms. Weiner joined GNC in September, 2014, as Senior Manager of Income Tax, at our headquarters in Pittsburgh, Pennsylvania. From September, 2009 to August, 2014, she was a Tax Manager at PriceWaterhouseCoopers LLP in its Philadelphia, Pennsylvania and Pittsburgh, Pennsylvania offices.

Director of Franchise Stores:

Lee Dye

Mr. Dye has served as our Director of Franchise Stores since February, 2015 at our headquarters in Pittsburgh, Pennsylvania. From May, 2000 to February, 2015, Mr. Dye served as Director of Franchise Operations, at our headquarters in Pittsburgh, Pennsylvania.

Director of Franchise Development:

Greg Johnston

Mr. Johnston has served as our Director of Franchise Development since September, 2013 at our headquarters in Pittsburgh, Pennsylvania. From December, 2005 to September, 2013, Mr. Johnston worked in our Marketing Department, as our Senior Marketing Manager from October, 2011 to September, 2013, as our Marketing and Promotions Manager from October, 2010 to October, 2011, as our Marketing and Promotions Supervisor from October, 2009 to October, 2010, as our Marketing and Promotions Specialist from October, 2008 to October, 2009, and as our Senior Events Coordinator from December, 2005 to October, 2008, in each case, at our headquarters in Pittsburgh, Pennsylvania.

Director of Franchise Operations:

Tami Hileman

Ms. Hileman has served as our Director of Franchise Operations since December, 2012 at our headquarters in Pittsburgh, Pennsylvania. Ms. Hileman served as our Senior Manager of Franchise Operations from November, 2011 to December, 2012, and as our Nutrimarket Support and Financial Support Manager from May, 2006 to November, 2011, at our headquarters in Pittsburgh, Pennsylvania.

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ITEM 3

LITIGATION

PENDING ACTIONS

Kevin Gioia and Aurelio Batista v. GNC Holdings, Inc. (U.S. District Court, Southern District of California, Case No. 3:15-CV-2871). On February 19, 2015, Plaintiffs filed this putative class action lawsuit alleging causes of action for (a) unfair methods of competition in violation of California Civil Code Section 1770(a)(5), (b) unfair or fraudulent business practices under California's Unfair Competition Law, (c) untrue or misleading advertising under California's False Advertising Law, (d) under New York's Deceptive Acts or Practices Law and for negligent misrepresentation. Plaintiffs allege that certain products manufactured and carried by GNC are packaged in a deceptive and misleading manner, in that the packaging is opaque and contains "slackfill" (an area of empty space in a bottle or package). Plaintiffs are seeking both injunctive relief and unspecified compensatory and punitive monetary damages and attorneys' fees.

James Martin v. GNC Holdings, Inc., Joseph M. Fortunato, Michael M. Nuzzo, Andrew S. Drexler, Michael G. Archbold, Tricia K. Tolivar and Patrick A. Fortune (U.S. District Court for the District of Oregon, Case No. 15-2037). On November 19, 2015, Plaintiff filed this putative class action lawsuit, which was the subject of an amended complaint filed on March 21, 2016, alleging causes of action for Defendants' alleged violations of Section 10(b) and Rule 10b-5 under the Securities Exchange Act of 1934 (the "Exchange Act") and, with respect to the individual Defendants, Section 20(a) of the Exchange Act. Plaintiffs allege that certain disclosures regarding the effectiveness of the Company's disclosure controls and procedures were materially false and misleading in that they failed to disclose that the Company had sold third-party manufactured products that Plaintiff alleges were adulterated and unlawful because they contained the ingredients picamilon and BMPEA and that declines in the market value of the Company's securities resulted from the Defendants' alleged unlawful acts and omissions. Plaintiff seeks unspecified monetary damages and attorneys' and experts' fees and costs.

Cole Williams and Novack Lazare v. General Nutrition Centers, Inc. and General Nutrition Corp. (U.S. District Court, District of Connecticut, Case No. 3:14-CV-01429-VLB). On September 29, 2014, plaintiffs, former GNC employees, filed this putative class action alleging that GNC's policy of calculating overtime for certain non-exempt employees is in violation of the Connecticut Minimum Wage Act (CMWA), Conn Gen. Stat. s. 31-58 et seq. Plaintiffs allege that when they worked more than 40 hours a week, they were underpaid by virtue of GNC's application of an erroneous formula for calculating overtime compensation. Plaintiffs are seeking class certification, unspecified unpaid overtime compensation under the CMWA, liquidated damages under the CMWA, interest and attorneys' fees and costs.

David B. Gottesmann v. GNC Holdings, Inc., GNC Corporation, General Nutrition Corporation, General Nutrition Centers, Inc., and Constellation Brands U.S. Operations, Inc. d/b/a Constellation Wines U.S., Inc. (Circuit Court, 11th Judicial Circuit, Miami-Dade County, Florida, Case No. 2015-003636-CA-01). On or about May 29, 2015, plaintiff, a customer of GNC, filed this action alleging that he suffered myocardial infarction resulting from his use of Burn 60 dietary supplements manufactured and/or sold by defendants. Plaintiff claims that defendants' failure to warn and manufacture and/or sale of a defective product caused his injuries. Plaintiff alleges causes of action for negligence; strict liability; and violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. s. 501.201 et seq., based on his allegations that defendants falsely represented to the public that Burn 60 was safe. The parties currently are engaged in discovery. Plaintiff is seeking unspecified compensatory and statutory damages, and attorneys' fees and costs.

Gina Potito v. Iovate Health Sciences Inc. and General Nutrition Corporation (Circuit Court for the 13th Judicial Circuit, Hillsborough County, Case No. 13CA002583). On February 18, 2013, Plaintiff filed this lawsuit against defendants as a result of injuries allegedly sustained from her consumption of the product Hydroxycut Max manufactured by Iovate and sold in GNC Stores. Plaintiff alleges causes of action against Iovate for negligence, strict liability, breach of implied warranties and failure to warn, based on allegations that Iovate manufactured Hydroxycut Max in a defective and unsafe condition, knowing that the product could cause dangerous side effects. Plaintiff alleges a single cause of action for negligence against GNC based on the fact that plaintiff purchased the product from GNC. Plaintiff is seeking unspecified damages and attorneys' fees and costs.

Tawney L. Chevalier, et al. v. General Nutrition Centers, Inc. and General Nutrition Corporation (Court of Common Pleas, Allegheny County, Pennsylvania, No. 13-017194). On September 18, 2013, plaintiffs filed this putative class action lawsuit. Plaintiffs, former GNC store managers, allege that GNC's use of the fluctuating work week (FWW) method of calculating overtime compensation violates the Pennsylvania Minimum Wage Act (PMWA) and the Pennsylvania Wage Payment and Collection Law (PWPCL). Plaintiffs are seeking damages and other relief. The parties filed cross motions for summary judgment on March 3, 2014. On October 20, 2014, the court granted plaintiffs' motion for summary judgment and denied GNC's motion for summary judgment. The court held that the PMWA and its implementing regulations did not directly answer the question of whether the FWW method was lawful, but concluded that the FWW method was not consistent with the public policy objectives of the PMWA. On July 15, 2015, the court certified this case as a class action

Andre S. Hines v. General Nutrition Centers, Inc. and General Nutrition Corporation (Court of Common Pleas, Philadelphia County, Pennsylvania, No. 131202213). On December 17, 2013, plaintiff filed this putative class action lawsuit. Plaintiff, a former GNC store manager, alleges that GNC's use of the fluctuating work week method of calculating overtime compensation violates the Pennsylvania Minimum Wage Act. Plaintiff is seeking damages and other relief. Upon motion by GNC, this case was transferred to the Court of Common Pleas of Allegheny County on March 26, 2014 for coordination with the Chevalier matter described above.

Jason Olive v. General Nutrition Corp. (Superior Court, State of California, County of Los Angeles, Case No. BC482686). On April 11, 2012, plaintiff filed this action alleging misappropriation of likeness. Plaintiff, who had been used as a model in GNC's 2011 advertising campaign, alleges that Defendant continued to use his image in stores after the expiration of the license to do so. Plaintiff seeks compensatory statutory, and punitive damages, and attorney's fees and costs. The parties are currently engaged in discovery. A previously set trial date of April 2, 2014 was vacated and no further trial date has yet been set. Trial in this matter is scheduled for July 11, 2016.

Harold Baez-Hernandez v. General Nutrition Corporation, GNC Store #1663, and Maximum Human Performance, LLC (Circuit Court, 9th Judicial Circuit, Osceola County, Florida). On August 7, 2014, plaintiff filed this action alleging that he suffered a liver injury as a result of consuming Probiotic-SR manufactured and/or sold by defendants. Plaintiff claims that defendants misled plaintiff about the safety of the product and failed to warn him of the dangers associated with the product. Plaintiff alleges causes of action for strict product liability (defective design and failure to warn), negligence, and breach of express and implied warranties. Plaintiff is seeking unspecified damages.

Jane Wu, et al. v. General Nutrition Corporation (Superior Court of California, Orange County, Case No. 30-2012-00593759-CU-OE-CXC). On August 24, 2012, former employee, Jane Wu, individually and on behalf of all others similarly situated, sued General Nutrition Corporation in the Superior Court of Orange County, California, alleging that certain GNC vacation payment policies and practices upon termination violated the California Labor Code and Business and Professions Code section 17200, et seq.,

and seeking unpaid vacation, waiting time penalties and attorneys' fees and costs. The parties agreed to stipulate to a settlement class for payment of the vacation wages and GNC paid the alleged unpaid vacation wages to the class members, but the parties have not agreed on waiting time penalties and attorneys' fees. On February 5, 2016, the Company and attorneys representing the putative class agreed in principle to a class-wide settlement pursuant to which the Company agreed to pay up to \$0.4 million, including attorneys' fees and costs. The settlement agreement remains subject to final agreement among the parties and to Court approval.

Jane Wu, et al. v. General Nutrition Corporation (Superior Court of California, Orange County. Case No. 30-2013-0648577). On May 6, 2013, a former GNC employee, Jane Wu, individually and on behalf of all others similarly situated filed a second case against General Nutrition Corporation in the Superior Court of Orange County, California, alleging that GNC's wage statements did not comply with California Labor Code 226 and seeking statutory penalties for each violation under California's Private Attorneys' General Act ("PAGA"), and attorneys' fees and costs. On February 25, 2015, GNC filed a motion to stay proceedings pending the outcome of the Brewer and Naranjo cases (see descriptions immediately below). On February 27, 2015, plaintiff filed a motion to certify the class. The court denied plaintiff's motion without prejudice. On July 24, 2015, the court issued an order staying the case pending the outcome of the Naranjo case. On September 18, 2015, the court lifted the stay with respect to plaintiff's PAGA claims.

Charles Brewer, et al. v. General Nutrition Corporation (U.S. District Court, Northern District of California, Case No. 11CV3587). On July 21, 2011, Charles Brewer, on behalf of himself and all others similarly situated, sued General Nutrition Corporation in federal court, alleging state and federal wage and hour claims. Plaintiffs are current and/or former employees of GNC employed at GNC stores. On October 7, 2011, plaintiff filed an eight-count amended complaint alleging, among other things, meal, rest break and overtime pay violations under the California Labor Code and the Fair Labor Standards Act. Plaintiffs also allege these violations constitute unfair business practices under California Business & Professional Code Section 17200 et seq. Plaintiffs are seeking general damages, special damages, restitution, premium pay penalties pursuant to California Labor Code Section 226, interest, and attorneys' fees and costs. On October 21, 2011, the Company filed a motion to dismiss the complaint and on December 14, 2011, the court dismissed count six (the federal overtime claim) giving plaintiffs an opportunity to amend the complaint within thirty days. On January 13, 2012, plaintiffs filed an eight-count second amended complaint. On January 27, 2012, GNC filed its answer to the second amended complaint. On January 7, 2013, the court conditionally certified a nationwide class of sales associates and assistant managers on plaintiffs' federal overtime claim. On April 5, 2013, plaintiffs filed their Third Amended Class Complaint alleging among other things, failure to provide rest and meal periods, waiting time penalties and failure to reimburse expenses under the California Labor Code. On May 1, 2013, GNC filed its answer to the Third Amended Complaint. On February 6, 2014, plaintiff filed a Motion to Certify a California-only Rule 23 class. We filed a motion to decertify the collective action on April 1, 2014. On November 12, 2014, the court granted in part and denied in part the plaintiff's motion to certify a California class and granted our motion for decertification of the class on the federal overtime claim. On May 19, 2015, plaintiffs filed a motion for partial summary judgment as to liability for noncompliant wage statements pursuant to the California Labor Code, liability for failure to provide meal periods pursuant to the California Labor Code and liability for the GNC's failure to pay final wages on time pursuant to the California Labor Code. On June 9, 2015, GNC filed its response to plaintiffs' motion for partial summary judgment, and a cross motion for partial summary judgment as to plaintiffs' cause of action relating to final pay under the California Labor Code. In its August 27, 2015 order granting in part and denying in part the parties' motions for partial summary judgment, the court granted plaintiffs' motion for partial summary judgment as to liability for noncompliant wage statements. On September 18, 2015, Plaintiffs filed their proposed trial plan. Trial is currently set for November 2, 2015. On February 5, 2016, the Company and attorneys representing the putative class agreed to a class-wide settlement pursuant to which the Company agreed to pay up to \$9.1

million, including attorneys' fees and costs. The court has granted the motion for preliminary approval of the Brewer settlement, and the final approval hearing is scheduled for August 23, 2016.

Elizabeth Naranjo et al. v. General Nutrition Corporation (Superior Court of California, Alameda County, Case No. RG-12619626). On February 29, 2012, former Senior Store Manager, Elizabeth Naranjo, individually and on behalf of all others similarly situated, sued General Nutrition Corporation in the Superior Court of Alameda County, California. The complaint contains eight causes of action, alleging, among other things, meal, rest break and overtime pay violations under the California Labor Code. Plaintiffs also allege these violations constitute unfair business practices under California Business & Professional Code Section 17200 et seq. Plaintiffs are seeking declaratory relief; injunctive relief prohibiting GNC from committing the alleged violations in the future; an equitable accounting to restore all current and former employees the wages they are due; compensatory damages, including lost wages; interest; and attorneys' fees and costs. On April 16, 2012, the Company filed its answer to the complaint. On October 22, 2014, the court granted the plaintiff's motion to certify a class of approximately 900 current and former managers. On May 1, 2015, plaintiffs filed their proposed trial plan, and on May 15, 2015, GNC filed objections to plaintiffs' trial plan. At the August 25, 2015 case management conference, plaintiffs indicated that they would like to request leave to file a Second Amended Complaint to add a claim under California's Private Attorneys' General Act. Based on this representation, the court stated that it would continue further discussions regarding plaintiffs' trial plan until after the parties had resolved the pleadings. The next case management conference is set for January 14, 2016. GNC is currently awaiting plaintiffs' motion for leave to file a Second Amended Complaint.

Picamilon/BMPEAA Cases. GNC is party to a putative class action lawsuit in Florida state court, Isabelle Romero and Melissa Romero v. General Nutrition Corporation, et al. (Circuit Court for the 17th Judicial Circuit in and for Broward County, Florida, Case No. 34117379), which was filed on November 5, 2015, in which Plaintiffs, GNC customers, allege various causes of action, including among others for violation of the Florida Drug and Cosmetics Act and Florida's Deceptive and Unfair Trade Practices Act in connection with their alleged purchase from GNC of third-party manufactured products containing the ingredients picamilon and/or BMPEAA, which Plaintiffs claim are not approved for sale in the U.S. Plaintiffs are seeking both injunctive relief and unspecified compensatory and punitive monetary damages and attorneys' fees.

Additionally, since October 2015, GNC has been named in five putative class action lawsuits filed in federal court, also alleging various causes of action related to the Company's sale of products containing the ingredients picamilon and/or BMPEAA. By order dated December 29, 2015, the United States Judicial Panel on Multi-District Litigation consolidated the pending actions in the U.S. District Court for the Western District of Pennsylvania (No. 2:15-cv-1391). A more detailed description of the individual cases follows:

- Daniel Hubert v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No: 2:15-cv-01391). On October 27, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for violation of the Texas Deceptive Trade Practices Act and for unjust enrichment, based on Plaintiff's allegations that third-party manufactured products sold by GNC in Texas and elsewhere in the U.S. were adulterated and unlawful because they contained either picamilon or BMPEAA, which Plaintiff alleges may not be lawfully used in dietary supplements. Plaintiff is seeking both injunctive relief and unspecified compensatory and punitive monetary damages and attorneys' fees.
- Robert Brooks v. GNC Holdings, Inc. (U.S. District Court for the Western District of Pennsylvania, Case No. 2:15-cv-01424-MRH). On October 30, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for violation of California's Unfair Competition Law

and the California Consumer Legal Remedies Act, as well as for unjust enrichment and breach of warranty in connection with GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

- Jeff Johnston v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No. 15-1562). On December 1, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for negligent misrepresentation, design defect, unjust enrichment and violation of the Michigan Consumer Protection Act based on GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

- Chris Lynch v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No. 2:15-cv-01466-NBF). On November 9, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for negligent misrepresentation, design defect, unjust enrichment and violation of Iowa's Consumer Frauds Act based on GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

- Kyle Eager v. General Nutrition Corporation (U.S. District Court for the Western District of Pennsylvania, Case No. 15-cv-01642). On December 14, 2015, Plaintiff, a GNC customer, filed this putative class action lawsuit alleging causes of action for alleged violations of Pennsylvania's Unfair Trade Practices Act and Consumer Protection law, unjust enrichment, breach of implied warranty and alleged violations of California's Unfair Competition Law and California's Consumers Legal Remedies Act based on GNC's marketing and sale of third-party manufactured products containing the ingredients picamilon and/or BMPEA, which Plaintiff alleges were not lawful dietary ingredients. Plaintiff is seeking both injunctive relief and unspecified monetary damages including attorneys' fees.

DMAA/Aegeline Cases. Prior to December 2013, we sold products manufactured by third parties that contained derivatives from geranium known as 1,3-dimethylpentylamine/dimethylamylamine/13-dimethylamylamine, or "DMAA," which were recalled from our stores in November 2013, and/or Aegeline, a compound extracted from bael trees. As of April, 2015, we were named in 28 lawsuits (each is described immediately below) involving products containing DMAA and/or Aegeline. As a general matter, the proceedings associated with the personal injury cases, which generally seek indeterminate money damages, are in the early stages, and any losses that may arise from these matters are not probable or reasonably estimable at this time. We are contractually entitled to indemnification by our third-party vendors with regard to these matters, although our ability to obtain full recovery in respect of any such claims against it is dependent upon the creditworthiness of the vendors and/or their insurance coverage and the absence of any significant defenses available to its insurer.

Kuulei Hirota v. General Nutrition Corporation, USPLabs, LLC, and SK Laboratories (First Circuit Court, State of Hawaii, Case No. 15-1-0847-05). On May 1, 2015, plaintiff filed this action alleging that plaintiff suffered biliary cirrhosis, hepatitis and jaundice as a result of consuming OxyElite Pro manufactured and/or sold by defendants. This product contained Aegeline. Plaintiff alleges causes of action for strict product liability, negligence, negligent design, failure to warn, and intentional and negligent infliction of emotional distress. Plaintiff is seeking unspecified compensatory, special and general damages, punitive damages, interest, and attorneys' fees and costs. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Ronsonnette P.C. Smith-Marras v. General Nutrition Corporation, USPLabs, LLC, and SK Laboratories, Inc. (United States District Court for the District of Hawaii, Case No. CV14-00367). On October 24, 2014, plaintiff filed this action alleging that her mother died of liver failure as a result of consuming OxyElite Pro manufactured and/or sold by defendants. This product contained Aegeline. Plaintiff alleges causes of action for wrongful death, intentional infliction of emotional distress, and negligent infliction of emotional distress. Plaintiff is seeking unspecified compensatory, special and general damages, punitive damages, interest, and attorneys' fees and costs. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Kenneth Waikiki v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, USPLabs Holding, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV13-00639). On November 21, 2013, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered liver failure that required liver transplant surgery and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design and failure to warn, breach of implied warranties and punitive damages. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive damages. Defendants filed a motion to dismiss Waikiki's complaint on February 18, 2014, and refiled that motion on May 21, 2014. The initial Rule 16 scheduling conference was held on May 21, 2014. On August 29, 2014, Defendants' motion to dismiss was denied by the court. The parties are currently engaged in discovery. This case was stayed for a short period of time in connection with defendant USPLabs' efforts to have the OxyElite Pro litigation centralized with the Judicial Panel on Multidistrict Litigation. Those efforts were ultimately unsuccessful. Accordingly, this case has been returned to the normal trial track in the District of Hawaii. This lawsuit was scheduled for trial in November 2015. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Gay Anne K. Mattson v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00032). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. Defendants filed a motion to dismiss the complaint April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 13, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Melissa Igafo v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00030). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble

damages. Defendants filed a motion to dismiss the complaint April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 18, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Nicholas Akau v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00029). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis, acute liver failure and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. Defendants filed a motion to dismiss the complaint on April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 18, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Calvin Ishihara v. USPLabs, LLC, Jonathan Vincent Doyle, Jacob Geissler, USPLabs OxyElite, LLC, USPLabs OxyElite PN, LLC, GNC Corporation et al. (United States District Court for the District of Hawaii, Case No. CV14-00031). On January 23, 2014, plaintiff, a GNC store customer, filed a complaint against GNC alleging that plaintiff suffered hepatitis and related injuries after consuming OxyElite Pro Super Thermo manufactured by USPLabs and sold by USPLabs and GNC. This product contained DMAA. Plaintiff alleges causes of action for negligence, strict products liability – manufacturing defect, defective design, and failure to warn, and breach of implied warranty. Plaintiff seeks generally unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. Defendants filed a motion to dismiss the complaint April 28, 2014. The Initial Rule 16 scheduling conference for this matter was held on May 21, 2014. The court denied Defendants' motion to dismiss on August 29, 2014. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Mereane Carlisle, Charles Paio, Chanelle Valdez, Janice Fevella, and Christiano Mariano v. USPLabs, LLC, et al (United States District Court for the District of Hawaii, Case No. CV14-00029). On January 23, 2014, plaintiffs filed a complaint that they suffered liver failure and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. Three of the plaintiffs claim to be GNC customers. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn) and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Nichole Davidson, William Dumlao, Gina Martin, Lee Ann Miranda, Yuka Colescott, Sherine Cortinas, and Shawna Nishimoto v. USPLabs, LLC, et al. (United States District Court for the District of Hawaii, Case No. CV14-00364). On August 15, 2014, plaintiffs, all alleged GNC customers, filed a complaint that they suffered liver failure and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn), and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of

earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Rodney Ofisa, Christine Mosca, Margaret Kawamoto as guardian for Jane Kawamoto (a minor), Ginny Pia, Kimberlynn Tom, Faituitasi Tuioti, Irineo Rabang, and Tihane Laupola v. USPLabs, LLC, et al. (United States District Court for the District of Hawaii, Case No. CV14-00365). On August 15, 2014, plaintiffs, six of whom are alleged GNC customers, filed a complaint that they suffered liver dysfunction and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn) and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Keahi Pavao, Derek Kamiya, as personal representative of the Estate of Sonnette Marras, Gary Powell, on behalf of and as conservator for M.P.C.F.S.M., a minor child, R.P.O.C.S.S.M., a minor child, M.P.C.I.H.S.M., a minor child, M.K.C.S.M., a minor child, Michael Soriano, and Lance Taniguchi v. USPLabs, LLC, et al. (United States District Court for the District of Hawaii, Case No. CV14-00367). On August 15, 2014, plaintiffs, alleged GNC customers, filed a complaint that they suffered liver failure, allegedly resulting in either a liver transplant, death or liver dysfunction, after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn), and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Palani Pantohan, Deborah Cordeiro, J Royal Kanamu, Brent Pascua, Christie Shiroma, Justan Chun, Kasey Grace, and Adam Miyasato v. USPLabs, LLC, et al (United States District Court for the District of Hawaii, Case No. CV14-00366). On August 15, 2014, plaintiffs, four of whom are alleged GNC customers, filed a complaint that they suffered liver dysfunction and/or hepatitis after consuming OxyElite Pro manufactured on behalf of USPLabs. The product contained Aegeline. Plaintiffs allege causes of action for negligence, strict products liability (manufacturing defect, defective design, and failure to warn), and breach of implied warranty. Plaintiffs seek unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive and treble damages. The parties conducted an unsuccessful mediation on September 25, 2015 and September 28, 2015. The case is currently stayed until June 16, 2016.

Justin Carolyne, Timothy Hepworth, Marcus Harkins, Derek Mitchell, Byron Nuthall, Michael Garcia, Lawrence Siegel, Jacinta Little, Mark Hershkowitz, Brian West, William Jeton, Julia Lopez, Liam Jakacki, Troy Hixon, Kyrie Terry, Steven Milazzo, and Sarah Lechner on behalf of and as Representative for Marc Lechner v. USPLabs, LLC, Jonathan Vincent Doyle (an individual), Jacob Geissler (an individual), USPLabs Jack3d, LLC, USPLabs OxyElite, LLC, USPLabs Holding, LLC, GNC Corporation, the Vitamin Shoppe, Vitamin Shoppe Industries, Inc., Bodybuilding.com, LLC, Super Supplements, Inc., Max Muscle Marketing, Inc., Rite Aid Corporation, Natural Alternatives International, Inc., and Does 1-500, Inclusive (Los Angeles Superior Court, Case No. BC508212; US District Court for the Central District of California, Case No. 2:14-cv-00620-SJO-JCG). Plaintiffs, consisting of a group of alleged consumers of GNC products, initiated this action on May 8, 2013 alleging that they suffered injuries after ingesting the products under names including Jack3d and/or OxyElite, which are manufactured by USPLabs and

distributed by GNC. These products contained DMAA. The Complaint alleges causes of action for negligence, strict products liability (defective design), strict products liability (failure to warn), breach of express warranty, breach of implied warranty, and unlawful business acts and practices in violation of California Business and Professions Code section 17200. Plaintiffs generally seek unspecified compensatory and punitive damages, interest, attorneys' fees and costs. On July 2, 2013, the plaintiffs filed an amended complaint adding Kemp d/b/a Max Sports Nutrition and Kept d/b/a Max Muscle. The matter was removed to federal court by defendants. The federal court granted a motion to remand the matter, and the matter was remanded to state court on April 4, 2014. Defendants have filed a petition to appeal the remand. On or about November 2014, Plaintiffs requested a JCCP be formed so that coordinated proceedings could be held in California pursuant to Rule 3.550. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Ka Wing Tsui and John McCutchen v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC 559542). Plaintiffs filed this action on October 3, 2014, seeking monetary relief and injunctive relief in connection with Defendants' sale of OxyElite. The product contained Aegeline, which they claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranties, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. In early 2015, Plaintiffs requested this matter be added to the JCCP and that request was granted. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Jeremy Reed, Timothy Anderson, Dan Anderson, Nadia Black, Michael Cenicola, Anil D'Souza, Jason Jaramillo, Kevin Mullen, Chris Nee, Paul Neidigh, Jeffrey Donato, Melissa Miller, Joe Morris, John Obst, Jonathan Asahi, Lasagon Magee, Torrey Hampton and Zell Johnson v. USPLabs, LLC, Jonathan Vincent Doyle (an individual), Jacob Geissler (an individual), USPLabs Jack3d, LLC, USPLabs OxyElite, LLC, USPLabs Holding, LLC, GNC Corporation, the Vitamin Shoppe, Vitamin Shoppe Industries, Inc., J&N Nutrition LLC d/b/a Nutrishop Norco, Nutrishop, Inc., Natural Alternatives International, Inc. (US District Court Southern District of California, Case No. 3:13cv3135-JLS-DHB). Plaintiffs, consisting of a group of alleged consumers of GNC products, initiated this action on November 4, 2013 alleging that they suffered injuries after ingesting the products under names including Jack3d and/or OxyElite, which are manufactured by USPLabs and distributed by GNC. These products contained DMAA. The Complaint alleges causes of action for negligence, strict products liability (defective design), strict products liability (failure to warn), breach of express warranty, breach of implied warranty, and unlawful business acts and practices in violation of California Business and Professions Code section 17200. Plaintiffs generally seek unspecified compensatory and punitive damages, interest, attorneys' fees and costs. On December 23, 2013, defendants filed a Notice of Removal for various defendants. On January 3, 2014, plaintiffs filed a motion to remand the case back to state court. The court granted plaintiffs' motion to remand, and remanded the case back to the Superior Court of California for the County of San Diego on August 11, 2014. On or about November 2014, Plaintiffs requested a JCCP be formed so that coordinated proceedings could be had in California pursuant to Rule 3.550. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Thomas Park v. USPLabs, LLC et al. (California Superior Court, San Diego County, Case No., 37-2014-00010924). Plaintiff filed this action on April 10, 2014, alleging that he purchased OxyElite Pro, containing DMAA, from GNC and another outlet, IN2IT Franchising. Plaintiff alleges that as a result of needing to lose weight rapidly in order to qualify for the Navy, he consumed OxyElite. He further alleges that he required a liver transplant due to his consumption of the product. Plaintiff alleges causes of action for strict liability (design defect), strict liability (failure to warn), breach of implied warranties, breach of express warranties, negligence, deceit by concealment and negligent misrepresentation. Plaintiff seeks

unspecified compensatory damages for medical and care expenses, loss of earnings (and/or profits), other economic loss, and non-economic damages, post-judgment and pre-judgment interest, costs and punitive damages. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Roel Vista, Amy Pressley-Gray, Jana Price, Jean Bisbee, James Blain, Charles Coen, Andrew Dixon, and Israel Felix v. USPLabs, LLC et al., California Superior Court, Santa Clara County (Case No. 115-CV-278046). Plaintiffs, alleged consumers of GNC products, filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with Defendants' sale of OxyElite. The product contained Aegeline, which they claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. On April, 8, 2015, plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Susan Straub, individual, and as Administratrix of the Estate of Shane Straub v. USPLabs LLC and General Nutrition Holdings, Inc. (Court of Common Pleas of Philadelphia County, Case No. 14-0502403). On May 20, 2014, plaintiff filed this action behalf of herself, David Straub, and the estate of Shane Straub. Plaintiff alleges that on April 8, 2014, the decedent died as the result of hepatitis injury, abnormal liver failure, increased intracranial pressure, and blood infection due to consumption of a dietary supplement called OxyElite Pro Ultra, which is manufactured by USPLabs and sold by GNC. The complaint alleges that OxyElite Pro contains a form of Aegeline which is unreasonably dangerous to consumers such as the decedent and that as a direct and proximate result of using OxyElite Pro, the decedent suffered malignant hyperthermia which caused the decedent's death. The complaint alleges that USP and GNC were negligent in, and strictly liable for, the preparation, design, research, testing, development, manufacturing, inspection, labeling, marketing, promotion, advertising and selling of OxyElite Pro Ultra. The complaint also contains causes of action for breach of express and implied warranties, wrongful death of decedent, and intentional infliction of emotional distress on decedent's parents. Plaintiffs are seeking unspecified compensatory and punitive damages and costs.

Nicholas Olson, Adrian Chavez, Rebecca Fullerton, Robert Gunter, Davina Maes and Edwin Palm v. USPLabs, LLC et al. (California Superior Court, Orange County, Case No., 2014-00740258). Plaintiffs filed this action on August 18, 2014, in connection with defendants' sale of the products OxyElite and Jack3d. The products contained DMAA and Aegeline, which they claim are dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action against GNC for negligence in the testing, inspection, packaging, promotion, marketing, distribution and/or sale of Jack3d and OxyElite, breach of express and implied warranties, and strict products liability for design defect and failure to warn. Plaintiffs are seeking economic and non-economic damages, punitive and treble damages, interest, and costs from GNC. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Dennis Balila, Melinda Jean Collins, Janice Samson, Mia Fagley, Clayton Goo, Joliana Kurtz, and Mae Kwan v. USPLabs, LLC et al. (California Superior Court, San Diego County, Case No. 37-2015-00008455). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Cuong Bahn, Ismael Flores, Chue Xiong, Leilani Groden, Trudy Jenkins, and Mary Hess v. USPLabs, LLC et al. (California Superior Court, Orange County, Case No. 30-2015-00776749). Plaintiffs filed this action on March 12, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Alexis Billones, Austin Ashworth, Karen Litre, Nancy Murray, Wendy Ortiz, Edward Pullen, and Corazon Vu v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC575264). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Asofia Morales, Richard Owens, Lynn Campbell, Joseph Silagy, Delphine Smith-Dean, Nicole Stroud, Barrett Mincey and Amanda Otten v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC575262). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Laurie Nadura, Angela Abril-Guthmiller, Sarah Rogers, Jennifer Apes, Ellen Beedie, Edmundo Cruz and Christopher Almanza v. USPLabs, LLC et al. (California Superior Court, Monterey County, Case No. M131321). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Cynthia Novida, Demetrio Moreno, Mee Yang, Tiffone Parker, Christopher Tortal, David Patton and Raymond Riley v. USPLabs, LLC et al. (California Superior Court, San Diego County, Case No. 37-2015-00008404). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Johanna Stussy, Lai Uyeno, Gwenda Tuika-Reyes, Zeng Vang, Kevin Williams, and Kristy Williams v. USPLabs, LLC et al. (California Superior Court, Santa Clara County, Case No. 115CV278045). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Natasiri Tali, Tram Dobbs, Manuela Reyna-Perez, Kimberly Turvey, Meagan Van Dyke, Hang Nga Tran, Shea Steard and Jimmy Tran v. USPLabs, LLC et al. (California Superior Court, Los Angeles County, Case No. BC575263). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Issam Tnaimou, Benita Rodriguez, Marcia Rouse, Marcel Macy, Joseph Worley, Joanne Zgrezepski, Crystal Franklin, Deanne Fry, and Caron Jones, in her own right, o/b/o Joshua Jones and o/b/o The Estate of James Jones v. USPLabs, LLC et al. (California Superior Court, Monterey County, Case No. M131322). Plaintiffs filed this action on March 13, 2015 seeking monetary relief and injunctive relief in connection with defendants' sale of OxyElite. The product contained Aegeline, which plaintiffs claim is dangerous and sold pursuant to deceptive and unfair practices. Plaintiffs allege causes of action for violations of various California consumer protection laws in the California Business and Professions Code, breach of express and implied warranty, and strict liability. Plaintiffs moved to include this case in the JCCP currently pending in Los Angeles County on April 8, 2015. The case is currently stayed by order of the court in the California state court coordinated action dated January 21, 2016.

Herbal Plus Claims. As of April 2015, there were two pending lawsuits related to Herbal Plus in which GNC has been named or for which GNC is implicated: both lawsuits are putative class action cases, generally inclusive of claims of consumer fraud, negligent misrepresentation, strict liability, unjust enrichment, and breach of express and implied warranties. Plaintiffs are generally seeking unspecified compensatory and punitive damages, restitution, disgorgement, interest, injunctive relief, and attorneys' fees and costs. The plaintiffs' complaints are founded on allegations that GNC's Herbal Plus supplements are "substitutes" or "contaminated," principally because the New York Attorney General's DNA testing of the Herbal Plus products allegedly revealed that GNC's Herbal Plus products did not contain the DNA of the Ginkgo Biloba plant as described on the label. The lawsuits are currently in the early stages of litigation.

The following two matters have been filed by individuals claiming injuries from use and consumption of Herbal Plus branded supplements:

- Anthony Linsalata, et al. v. Walgreen co., U.S. District Court, Eastern District of New York, 2:15-cv-01189-ADS-GRB (filed March 9, 2015)
- Richard Frazier v. General Nutrition Corporation, U.S. District Court, Western District of Kentucky, 3:15-cv-158-DJH (filed on February 18, 2015)

LITIGATION AGAINST FRANCHISEES IN THE LAST FISCAL YEAR

During our fiscal year 2015, we did not initiate any lawsuits against franchisees.

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PRIOR ACTIONS

General Nutrition Centers, Inc. v. Peter E. Arnell (U.S. District Court, Western District of Pennsylvania, Case No. 2:15-cv-00452). On April 2, 2015, GNC filed this lawsuit in the U.S. District Court for the Western District of Pennsylvania seeking a declaratory judgment against Peter E. Arnell (“defendant”), a media and branding consultant, after GNC received a letter from defendant’s attorneys claiming that GNC was infringing upon defendant’s copyrighted images. GNC had contracted with defendant to provide certain advertising, branding and marketing communications services to GNC. Defendant was claiming in his letter that, despite expiration of GNC’s right and license to use the defendant’s images, GNC had continued to use the images without plaintiff’s permission, license or authority. GNC’s lawsuit sought the following declarations: that GNC had an implied license to use and display defendant’s images; that any claim of copyright infringement was barred by the doctrines of laches and equitable estoppel; that defendant was barred from seeking statutory damages under the federal Copyright Act of 1976; that GNC had not engaged in unfair competition under federal and state laws; and that any unfair competition claims were preempted by the Copyright Act. GNC also sought the following orders: an order enjoining defendant from asserting a claim of copyright infringement or unfair competition claim against GNC; an order finding defendant was unjustly enriched by GNC and awarding GNC restitution; and an order awarding GNC its attorneys’ fees and costs. On April 3, defendant filed a complaint against GNC styled Peter E. Arnell v. General Nutrition Centers, Inc., Case No. 15-cv-02579, in the U.S. District Court for the Southern District of New York, alleging unauthorized use and exploitation of plaintiff’s images by GNC. Defendant alleged in his complaint causes of action for copyright infringement by GNC in violation of the Copyright Act of 1976 and various state laws, and unjust enrichment. Defendant’s complaint was voluntarily dismissed by defendant on May 22, 2015. Defendant then filed an answer and counterclaims in response to GNC’s declaratory judgment complaint filed in the U.S.D.C. of the Western District of Pennsylvania, alleging substantially the same claims against GNC that he had alleged in his complaint filed in the U.S.D.C. for the Southern District of New York. An unsuccessful mediation was held in August, 2015, following which the parties continued to negotiate. On November 12, 2015 the parties reached a settlement, pursuant to which Defendant granted to GNC a perpetual license to use the images at issue in the case, and GNC agreed to pay Defendant \$300,000.

Patrick Andrew Witte v. General Nutrition Corporation and GNC Parent, LLC (Superior Court for the District of Columbia, Civil Division, Case No. 15-000878). On February 26, 2015, plaintiff, a GNC store customer, filed this lawsuit against GNC alleging a cause of action for unlawful and deceptive trade practices in violation of District of Columbia Code Section 28-3905. Plaintiff alleged that certain products manufactured or carried by GNC are packaged in a deceptive and misleading manner, in that the packaging contains unlawful slack-fill (area of empty space in a bottle or packaging). Plaintiff sought an injunction against GNC, including that GNC be barred from producing its proprietary products with so-called non-functional slack-fill in the District of Columbia. He also sought unspecified compensatory and punitive damages and attorneys’ fees. On October 5, 2015, the parties reached a settlement pursuant to which GNC agreed to pay Plaintiff \$20,000 in full satisfaction of all claims.

Amanda Huffman v. General Nutrition Corporation and GNC Parent, LLC (Superior Court for the District of Columbia, Civil Division, Case No. 15-002081). On March 26, 2015, plaintiff, a GNC store customer, filed this lawsuit against GNC alleging a cause of action for unlawful and deceptive trade practices in violation of District of Columbia Code Section 28-3905. Plaintiff alleged that certain products manufactured or carried by GNC are packaged in a deceptive and misleading manner, in that the packaging contains unlawful slack-fill (area of empty space in a bottle or packaging). Plaintiff sought an injunction against GNC, including that GNC be barred from producing products with so-called non-functional slack-fill in the District of Columbia. She also sought unspecified compensatory and punitive damages and attorneys’ fees. On October 26, 2015, the parties reached a settlement pursuant to which GNC agreed to pay Plaintiff \$30,000 in full satisfaction of all claims.

Dominic Vargas and Anne Hickok, et al. v. General Nutrition Centers, Inc. and General Nutrition Corporation. (U.S. District Court, Western District of Pennsylvania, Case No. 10-cv-00867). On June 29, 2010, Plaintiffs, on behalf of themselves and all others similarly situated, sued General Nutrition Corporation and General Nutrition Centers, Inc. Plaintiffs were current and/or former employees of GNC employed at GNC stores. The complaint alleged that plaintiffs were required to perform work on an uncompensated basis and that GNC failed to pay overtime for such work in violation of the Fair Labor Standards Act, and that the defendants retaliated against plaintiffs when they complained about the overtime policy, also in violation of the Fair Labor Standards Act. Plaintiffs sought to designate the action as a collective action; a declaration that the practices complained of are in violation of the Fair Labor Standards Act; an injunction restraining GNC from continuing with the alleged course of conduct; an order reinstating named plaintiffs to their discharged positions; compensatory and liquidated damages; interest; and attorneys' fees and costs. We filed a motion to dismiss Count II of the Complaint relating to the retaliation claim, and on January 5, 2011, the court granted the motion. In the fall of 2011, plaintiffs filed their Motion for Class Certification. On August 16, 2012, the Court conditionally certified a putative class of store managers and senior store managers in divisions 1 and 2. Notice was sent out and approximately 400 putative plaintiffs opted into this lawsuit. The parties reached a settlement agreement on December 5, 2014, pursuant to which GNC agreed to pay the sum of \$350,000 to the class and \$475,000 as attorneys' fees and costs. GNC also agreed to pay plaintiffs' share of the mediator fees. Per the agreement, the named plaintiffs agreed to dismiss the lawsuit with prejudice, and the named plaintiffs and opt-in plaintiffs were required to agree to a release of claims. The agreement requires that the participation rate of opt-in plaintiffs be at least 90% or GNC may void the settlement agreement in its sole discretion. The agreement also provides that if the participation rate of opt-in plaintiffs falls below 70%, the payment for attorneys' fees and costs shall be reduced as a percentage reduction equal to the percentage of non-participating opt-in plaintiffs which falls below 70%. Two of the plaintiffs will also each receive an additional payment of \$10,000 in consideration for their dismissal with prejudice of their separate pending retaliation lawsuit.

Kaitlin Moore and Adam Zaintz v. GNC Holdings, Inc. (United States District Court for the Southern District of Florida, Case No. 12-cv-61703). On August 30, 2012, plaintiffs, retail customers of GNC, on behalf of themselves and all others similarly situated, filed this action against GNC, alleging putative class claims for violation of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") and unjust enrichment related to sale by GNC of the GNC Pro Performance Creatine Monohydrate supplement (2.2 lb product). After discovery, GNC moved for summary judgment on plaintiffs' claims on August 16, 2013. On October 17, 2013, the Court entered an order granting plaintiffs' motion for certification of their claims. On March 18, 2014, the Court issued an order granting in part GNC's Motion for Summary Judgment. In the order, the Court found that GNC was entitled to summary judgment on Plaintiffs' unjust enrichment claim. With respect to the FDUTPA claim, the Court found that plaintiffs were not entitled to damages under FDUTPA, but that plaintiffs may be entitled to injunctive relief. Trial on plaintiffs' request for injunctive relief was set to begin on or around April 21, 2014. The parties filed a Joint Motion for Settlement and Approval of Class Action Settlement on April 24, 2014. On April 28, 2014, the court entered an order approving the settlement and dismissing all relevant outstanding motions. Pursuant to the settlement agreement, GNC agreed to change the direction on the label of the product; to pay attorney's fees and costs of \$20,000; and to pay each plaintiff a class representative award in the amount of \$2,500. Plaintiffs agreed to a release of claims.

Robino Abad et al. v. General Nutrition Centers, Inc. (U.S. District Court, Central District of California, Case No. SACV09-00190). Plaintiffs were ninety-five current and/or former employees of GNC classified as non-exempt and employed at GNC stores throughout the State of California. Plaintiffs alleged that that they were not provided all of the rest periods and meal periods to which they were entitled under California law, and that the Company failed to pay them all of the overtime compensation to which they were entitled under California law. From these allegations, plaintiffs identified seven causes of action, including violations of the California Labor Code, unfair competition under California Business and

Professions Code Section 17200 et seq., and violation of the California Private Attorney General Act (PAGA). Plaintiffs asserted their PAGA claim on behalf of themselves and all other non-exempt employees of GNC in California employed on or after October 31, 2007. This lawsuit was filed in Orange County Superior Court on November 4, 2008, after a U.S. District Court denied a motion for class certification in another case raising the same issues (the Casarez lawsuit described in “Prior Actions” below), and was removed by GNC to the U.S. District Court, Central District of California on February 17, 2009. Plaintiffs sought unspecified compensatory and statutory damages, restitution, interest, and attorney fees and costs. Initial efforts to mediate the claims of individual plaintiffs in early 2010 were not successful. Plaintiffs also made a global demand to settle this matter for \$1.35 million, which was rejected by GNC. The Court directed the parties to limit the first phase of the litigation to ten plaintiffs as “test” cases. Ultimately, seven of the ten “test case” plaintiffs went to trial in June 2013. The jury returned a verdict in favor of GNC as to all counts tried to the jury, and the Court entered judgment in favor of GNC with respect to the one count tried to the Court (plaintiffs’ PAGA claim). The Court entered final judgment in favor of GNC as to the claims of the seven plaintiffs. On December 8, 2014, the parties entered into a settlement agreement to settle all claims made by the plaintiffs. Pursuant to the settlement agreement, GNC agreed to pay \$300,000 for plaintiffs’ counsel’s fees and costs. GNC also agreed to pay \$250,000 to the plaintiffs, 50% for the claims asserted for unpaid overtime compensation and any other wage-related damages, and 50% for the claims asserted for liquidated damages, interest and other non-wage relief. Plaintiffs agreed to release GNC from any and all claims that were alleged in the lawsuit and/or could have been alleged in the lawsuit that arose out of the facts alleged in the lawsuit, and GNC expressly denied any liability pursuant to the settlement agreement. The court dismissed plaintiffs’ lawsuit with prejudice.

David Di Cillo v. GNC Holdings, Inc. (U.S. District Court for the Northern District of California, Case No. 3:14-cv-00810): On January 6, 2014, Plaintiff David Di Cillo, a GNC store customer, individually, and on behalf of all others similarly situated, filed a complaint against GNC Holdings, Inc. in California state court alleging violations of California consumer protection and unfair or deceptive trade practices laws in connection with the sale of its Creatine products. This case was subsequently removed to the U.S. District Court for the Northern District of California. On February 28, 2014, GNC moved to dismiss Plaintiff’s claims with respect to Creatine products that he did not purchase. On August 4, 2014, the parties entered into a Release and Settlement Agreement, pursuant to which GNC agreed to pay a total of \$50,000 to settle the claims. GNC also agreed to alter the directions label for its Creatine products, and the parties agreed to mutual releases of claims.

Norma Rothman, et al. v. General Nutrition, et al. (Superior Court, California, Los Angeles County, Case No. BC 457540). On March 16, 2011, Plaintiff, on behalf of herself and all others similarly situated, filed a state court action against GNC alleging violations of the California Song Beverly Credit Card Act. This lawsuit contained a count for unfair business practices in violation of California Business and Professions Code §§17200 et seq., for requesting and/or requiring personal identification information from customers in violation of California Civil Code Section 1747.08. Plaintiff sought class certification, award of statutory penalties, injunctive relief prohibiting collection of personal identification information, such as addresses and phone numbers in connection with credit card transactions, restitution of property, attorneys’ fees and costs. On April 26, 2012, the Court entered an Order denying plaintiff’s renewed motion to certify a class. On May 10, 2012, plaintiff agreed not to file a motion for reconsideration in exchange for GNC’s agreement to forego the filing of any bill of costs.

J.C. Romero v. Ergopharm, Inc., Proviant Technologies, Inc., VS Holdings, Inc., General Nutrition Centers, Inc., et al. (Superior Court of New Jersey, Law Division/Camden County, Case No. CAM-L-2090-09). On April 27, 2009, Plaintiff J.C. Romero, a professional baseball player, filed a complaint alleging that he purchased from a GNC store and consumed 6-OXO Extreme, which is manufactured by a third party, and in August 2008, was alleged to have tested positive for a banned substance. Plaintiff served a 50 game suspension imposed by Major League Baseball. The seven count complaint asserts, among other

things, claims for negligence, strict liability, intentional and negligent misrepresentation, breach of implied warranty and violations of the New Jersey Consumer Fraud Act, and seeks unspecified compensatory and punitive damages, interest, attorneys' fees and costs. The alleged violations of the New Jersey Consumer Fraud Act include producing, advertising, and offering the product as fit for consumption by competitive athletes and the general public when defendants knew or should have known it was not, and misrepresenting that the product was safe and fit for consumption by competitive athletes and the general public when defendants knew or should have known such statements were false. GNC tendered the claim to the insurance company of the franchisee whose GNC store sold and allegedly misrepresented the product. On or about October 9, 2009, GNC answered plaintiff's first amended complaint and cross-claimed against co-defendants Proviant Technologies and Ergopharm. In December 2011, the parties reached a settlement through mediation. Pursuant to the settlement agreement, GNC agreed to pay plaintiff the sum of \$250,000, and the parties agreed to a mutual release of claims and a dismissal of the lawsuit with prejudice.

Yuging "Phillis" Chen v. Herbalife International, Inc., Nutra Manufacturing, Inc., et al. (Los Angeles Superior Court, Case No. BC 392373). On April 30, 2009, Plaintiff Yuging "Phillis" Chen filed a Third Amended Complaint against, among others, Nutra Manufacturing, Inc., in the Superior Court of California for the County of Los Angeles. Plaintiff alleged that her use and consumption of various products, including Mega Garlic Plus and Herbalifeline, manufactured by us, caused personal injuries. Plaintiff asserted, among other things, claims for strict liability, negligence, and fraud, and sought unspecified monetary damages. On May 22, 2011, the parties entered into a settlement agreement, pursuant to which we agreed to pay plaintiff the sum of \$14,000, and plaintiff agreed to a release of claims and dismissal of the lawsuit with prejudice. The parties did not admit any liability.

Pro-Hormone/Androstenedione Cases. Five lawsuits were brought against GNC on or about July 25, 2002 and February 17, 2004 (the "Andro Actions") relating to the sale by GNC of certain nutritional products alleged to contain the ingredients commonly known as Androstenedione, Androstenediol, Norandrostenedione, and Norandrostenediol (collectively, "Andro Products"). These lawsuits were filed in California, Pennsylvania, Florida, New York and New Jersey.

In each of the five cases, plaintiffs sought to certify a class and obtain unspecified damages on behalf of the class representatives and all those similarly-situated who purchased certain nutritional supplements from GNC alleged to have contained one or more Andro Products.

On April 17 and 18, 2006, GNC filed pleadings seeking to remove each of the Andro Actions to the respective federal district courts for the districts in which the respective Andro Actions were pending. At the same time, GNC filed motions seeking to transfer each of the Andro Actions to the United States District Court for the Southern District of New York based on "related to" bankruptcy jurisdiction, as one of the manufacturers supplying them with Andro Products, and to whom they sought indemnity, MuscleTech Research and Development, Inc. ("MuscleTech"), filed bankruptcy. GNC was successful in removing the Pennsylvania, New Jersey, New York and Florida Andro Actions to federal court and transferring these actions to the United States District Court for the Southern District of New York based on bankruptcy jurisdiction. The California case was not removed and remained pending in state court.

Following the conclusion of the MuscleTech Bankruptcy case, plaintiffs, in September 2007, filed a stipulation dismissing all claims related to the sale of MuscleTech products in the four cases then-pending in the Southern District of New York (Pennsylvania, New Jersey, New York and Florida). Additionally, plaintiffs filed motions with the Court to remand these actions to their respective state courts, asserting that the federal court had been divested of jurisdiction because the MuscleTech bankruptcy action was no longer pending. The motions were never ruled upon and were rendered moot by the disposition of the case, as discussed below in the individual case descriptions.

On January 25, 2008, a mediation was held for the Andro Actions and no resolution was reached. On June 4, 2008, the U.S. District Court, Southern District of New York (on its own motion) set a hearing for July 14, 2008 for the purpose of hearing argument as to why the Pennsylvania, New Jersey, New York and Florida Andro Actions should not be dismissed for failure to prosecute. On July 29, 2008, following the hearing, the court issued an order dismissing the four cases with prejudice. On August 25, 2008, plaintiffs appealed the dismissal of the four cases to the United States Court of Appeals for the Second Circuit. The Second Circuit reversed the dismissal and remanded the case to the U.S. District Court, Southern District of New York. Plaintiffs thereafter filed a motion to remand the cases to their original state courts, which motion was granted in March 2010. As such, the Pennsylvania, New Jersey, New York and Florida cases were remanded to their respective state courts.

A more detailed description of the individual cases, listed by original state court proceeding and current style, follows:

- Shawn Brown, Ozan Cirak, Thomas Hannon, and Luke Smith v. General Nutrition Companies, Inc. (15th Judicial Circuit Court, Palm Beach County, Florida, Index. No. CA-02-14221AB). Plaintiffs filed this putative class action on or about July 25, 2002. The Second Amended Complaint, filed thereafter on or about November 27, 2002, alleges claims for violations of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), unjust enrichment, and for relief under the Florida Civil Remedies for Criminal Practices Act (“FCRCPA”) for violations of Chapter 893, Florida Statutes. Plaintiffs claim that GNC’s alleged misrepresentations and omissions in connection with its marketing and sale of the Andro Products (including knowingly making express false claims, and knowingly sponsoring and approving false marketing claims by manufacturers, regarding the effectiveness and legality of the Andro Products) and those products’ characteristics, benefits, uses or approval constitute false, deceptive, misleading and unconscionable practices in violation of the FDUTPA. Plaintiffs also claim that the sale of the Andro Products constitutes the illegal distribution of a controlled substance in violation of Chapter 893 of the Florida Statutes (which provides criminal liability for the sale of anabolic steroids), that plaintiffs have been injured and suffered damages as a result, and that plaintiffs are thus entitled to injunctive relief and treble damages under the FCRCPA for such violations. Plaintiffs sought certification of the lawsuit as a class action; recovery of monies paid for the Andro Products; injunctive relief prohibiting GNC from disseminating deceptive and unsubstantiated claims regarding the Andro Products, from continuing to engage in the alleged unlawful practices, and from selling any Andro Products containing illegal anabolic steroids in the future; disgorgement of profits; treble damages; and attorneys’ fees and costs. As noted above, the lawsuit was removed to federal court in April 2006 and remanded to state court in March 2010. On August 18, 2011, the lawsuit was voluntarily dismissed without prejudice by the Plaintiff.
- Andrew Toth v. General Nutrition Companies, Inc., et al. (Common Pleas Court of Philadelphia County, Philadelphia, Class Action No. 02-703886). Plaintiffs filed this putative class action on or about July 25, 2002. The Amended Complaint, filed thereafter on or about April 8, 2003, alleges claims for violations of the Unfair Trade Practices and Consumer Protection Law (“UTPCPL”) and unjust enrichment. Plaintiffs allege that defendants’ marketing claims that the Andro Products are effective to promote muscle growth are false and constitute unfair or deceptive acts or practices under the UTPCPL. Plaintiffs sought certification of the lawsuit as a class action, recovery of monies paid for the Andro Products, treble damages, injunctive relief prohibiting GNC from engaging in alleged deceptive practices, and attorneys’ fees and costs. The court denied the plaintiffs’ motion for class certification, and that order has been affirmed on appeal. Plaintiffs thereafter filed a petition in the Pennsylvania Supreme Court asking that the court consider an appeal of the order denying class certification. The Pennsylvania Supreme Court denied the petition after the case against GNC was removed as described above. As noted above, the lawsuit was

removed to federal court in April 2006 and remanded to state court in March 2010. On September 30, 2011, the lawsuit was voluntarily dismissed without prejudice by the Plaintiff.

- Daniel Pelayo, Alden Mateo and Jesse Nadler v. General Nutrition Companies, formerly captioned Santiago Guzman and Diego Martinez, each individually, on behalf of all others similarly situated, and on behalf of the general public v. General Nutrition Companies, Inc. (California Judicial Counsel Coordination Proceeding No. 4363, Los Angeles County Superior Court). Plaintiffs filed this putative class action on or about February 17, 2004. The Second Amended Complaint, filed on or about November 27, 2006, alleges claims for violations of the Consumers Legal Remedies Act (“CLRA”), violation of the Unfair Competition Act (“UCA”), and unjust enrichment. Plaintiffs claim that GNC’s practices, acts and course of conduct with respect to the distribution and sale of the Andro Products violate the CLRA in that the sale of the Andro Products over the counter as a nutritional supplement constitutes: a misrepresentation as to the Andro Products’ source, sponsorship, approval or certification; a representation that the Andro Products have sponsorship, approval, characteristics, ingredients, uses or benefits which they do not have; and a representation that the Andro Products are of a particular standard, quality or grade, when they are of another. Plaintiffs claim that the sale of the Andro Products violates the UCL in that GNC allegedly committed unlawful acts and practices in the course of conducting business by allegedly violating state statutes, including California health and safety codes and the CLRA. Plaintiffs sought certification of the lawsuit as a class action; restitutionary disgorgement and damages; injunctive relief prohibiting GNC from engaging in the alleged deceptive practices; an order prohibiting GNC from distributing or selling the Andro Products in California; an order requiring GNC to provide public notice of the illegality of the Andro Products; unspecified compensatory and punitive damages; and attorneys’ fees and costs. Plaintiffs’ Motion for Class Certification was denied on September 8, 2008, and Plaintiffs appealed this denial on October 31, 2008. Oral arguments took place on January 15, 2010, and the court reversed the order denying class certification. At a court ordered mediation on March 30, 2011, the parties reached a settlement resolving all claims in the case. Pursuant to the settlement agreement, GNC agreed to fund a common settlement fund for the benefit of the class in the amount of \$1,500,000, and to pay half the costs of administration, with GNC’s share of such costs not to exceed \$50,000. GNC has also agreed to an award of attorneys’ fees not to exceed one-third of the settlement fund, plus actual costs of litigation, and to an incentive award to the lead plaintiffs not to exceed \$5,000 each, all of which amounts are to be deducted from the settlement fund. Plaintiffs also agreed to a release of claims. The court approved the settlement on August 19, 2011 and dismissed the lawsuit with prejudice without any admission of liability. The settlement is currently being administered.
- Harry Rodriguez, individually and on behalf of all others similarly situated v. General Nutrition Companies, Inc. (Supreme Court of the State of New York, New York County, New York, Index No. 02/126277). Plaintiffs filed this putative class action on or about July 25, 2002. The Second Amended Complaint, filed thereafter on or about December 6, 2002, alleges claims for unjust enrichment; violation of General Business Law Section 349 (in that GNC’s alleged misrepresentations and omissions in connection with the marketing and sale of the Andro Products, namely that the Andro Products were effective to build muscle when they were not, constitute misleading and deceptive trade practices under Section 349); and violation of General Business Law Section 350 (in that GNC allegedly made unsubstantiated advertising claims that the Andro Products were effective to promote muscle growth, which constituted false advertising in violation of Section 350). Plaintiffs are seeking certification of the lawsuit as a class action; recovery of all monies paid by plaintiffs for the Andro Products; injunctive relief prohibiting further violations of General Business Law Sections 349 and 350; and attorneys’ fees and costs. On July 2, 2003, the court granted part of the GNC motion to dismiss and dismissed the unjust enrichment cause of action. On January 4, 2006, the court conducted a hearing on the GNC motion for summary

judgment and plaintiffs' motion for class certification, both of which remain pending. As noted above, the lawsuit was removed to federal court in April 2006 and remanded to state court in March 2010. The case has not been reopened by plaintiff or the Court following remand from state court.

- Everett Abrams, individually and on behalf of all others similarly situated v. General Nutrition Companies, Inc. (Superior Court of New Jersey, Mercer County, New Jersey, Docket No. L-3789-02). Plaintiff filed this putative class action on or about July 25, 2002. The Second Amended Complaint, filed thereafter on or about December 20, 2002, alleges claims for false and deceptive marketing and omissions and violations of the New Jersey Consumer Fraud Act ("NJCFA"). Plaintiff claims that GNC's marketing and sale of the Andro Products constitute unlawful practices under the NJCFA in that GNC knowingly concealed material facts, namely that the Andro products were ineffective to promote muscle growth, with the intent to deceive or mislead plaintiff. Plaintiff is seeking certification of the lawsuit as a class action, recovery of monies paid for the Andro Products, treble damages, injunctive relief prohibiting GNC from engaging in alleged deceptive practices, and attorneys' fees and costs. On November 18, 2003, the court signed an order dismissing plaintiff's claims for affirmative misrepresentation and sponsorship with prejudice. The claim for knowing omissions remains pending. As noted above, the lawsuit was removed to federal court in April 2006 and remanded to state court in March 2010. On July 24, 2012, plaintiff agreed to dismiss the lawsuit and the Court has closed the matter.

On October 3, 2008, a putative class action lawsuit related to the sale of Andro Products was filed in state court in Illinois. This action is styled Stephens and Pio v. General Nutrition Companies, Inc. (Circuit Court of Cook County, Illinois, County Department, Chancery Division, Case No. 08 CH 37097. Plaintiffs claimed that GNC violated the Illinois Consumer Fraud and Deceptive Business Practices Act by omitting material facts relating to the characteristics, benefits, uses or approval of the Andro Products in the marketing and sale of those products. Plaintiffs also alleged unjust enrichment. Plaintiffs sought certification of the lawsuit as a class action; return of monies paid by the class for the Andro Products; unspecified punitive damages; and attorneys' fees and costs. GNC removed the lawsuit to the United States District Court for the Northern District of Illinois. GNC filed a motion to dismiss which was denied by the court. Following the completion of discovery, Plaintiffs filed a motion for class certification. In November 2010, the Court denied the motion for class certification. Following the denial of class certification, GNC filed a motion for summary judgment as to the Plaintiffs' individual claims. In February 2011, the Court granted GNC's motion for summary judgment.

Laura DiMauro and Chares DiMauro v. General Nutrition Corporation, et al. (Circuit Court, 11th Judicial Circuit, Dade County, Florida, No. 08-79760 CA 10). On December 18, 2008, Plaintiffs filed this personal injury complaint alleging that Laura DiMauro's use and consumption of a non-GNC product called "Up Your Gas" resulted in liver failure that required a liver transplant in August 2007. Plaintiffs asserted claims for strict liability, negligence and fraud, claiming that Defendants had knowledge the product was defective, failed to conduct adequate testing of the product, and failed to place adequate warnings on the product. Plaintiffs sought unspecified compensatory and punitive damages and attorneys' fees and costs. On January 11, 2010, the parties entered into a settlement agreement, in which we agreed to pay Plaintiffs the sum of \$67,500, and Plaintiffs agreed to a release of claims and to dismiss the lawsuit with prejudice.

Grady Jackson and Kelley Alexander v. General Nutrition Corporation, General Nutrition Centers, Inc., et al. (United States District Court, Northern District of California, San Francisco/Oakland Division, No. C 08-05584-CW). On November 10, 2008, Plaintiffs, on behalf of themselves and all others similarly situated, filed a complaint in the California Superior Court for Alameda County. The lawsuit sought to stop the sale of the non-GNC product "Nikki Haskell's StarCaps" and asserted that this product contained a prescription diuretic ingredient that was not disclosed on the label. The lawsuit alleged violation of California Unfair Competition and False Advertising Law by engaging in the false advertising of, and

concealing the presence of a prescription diuretic ingredient in, the product. The lawsuit also contained counts for unjust enrichment; breach of express and implied warranty; strict product liability; violation of the California Sherman Act for mislabeling of the product; and negligence. Plaintiffs sought certification of the lawsuit as a class action; restitution of all monetary amounts paid and obtained by Defendants; disgorgement of profits; rescission of all purchase/sale transactions; an injunction compelling Defendants to take appropriate actions to identify, locate and warn all purchasers of the product of the measures that should be taken to mitigate digestion of the product and of the inherent threat of the product; attorneys' fees and costs; and statutory costs of the lawsuit. On December 14, 2008, the matter was removed to the U.S. District Court, Northern District of California. On March 31, 2009, we filed a motion to dismiss, and by order dated June 10, 2009, the court dismissed three of the seven counts asserted by Plaintiffs. In September, 2009, the parties reached a settlement. Per the terms of the settlement, we agreed to issue \$25 discount coupons to certain affinity cardholders of GNC who purchased the product from December 1, 2007 to November 30, 2008; to pay Kelley Alexander the sum of \$1,250; to make a charitable contribution of \$5,000 to the University of California at Los Angeles Center for Human Nutrition; and to pay \$62,500 to Plaintiffs' counsel for attorneys' fees and costs. Plaintiffs agreed to dismiss the lawsuit, and Plaintiff Kelley Alexander agreed to a release of claims relating to the lawsuit. The court signed a stipulation of dismissal on October 27, 2009.

Kristin Casarez and Tyler Goodell, individually, as private attorneys general, and on behalf of all employees similarly situated v. General Nutrition Centers, Inc. (Superior Court of California, Orange County, Civil Complex Center, No. 07CC01259). On April 24, 2007, Plaintiffs filed this putative class action lawsuit on their own behalf, on behalf of a class of all current and former non-exempt employees of the Company throughout the State of California employed on or after August 24, 2004, and as private attorney general on behalf of the general public. Plaintiffs alleged that they were not provided all of the rest periods and meal periods to which they were entitled under California law, and that the Company failed to pay them split shift and overtime compensation to which they were entitled under California law. The lawsuit alleged that as a result of these practices, the Defendants violated California labor laws and engaged in unfair business practices in violation of California Business & Professions Code §§ 17000 et seq. and 17002 et seq. and unfair competition in violation of California Business & Professions Code § 17200 et seq. The alleged unfair business practices and competition included underpaying taxes, employer matching funds, and unemployment, social security, medicare and worker's compensation premiums; engaging in business to sell products at less than cost; gaining an unfair advantage over competitors; and unlawfully acquiring money or property earned by Plaintiffs but not paid to them. Plaintiffs sought certification of the lawsuit as a class action; unspecified compensatory and punitive damages; interest; statutory penalties; equitable and injunctive relief; restitution; disgorgement of profits; and attorneys' fees and costs. This lawsuit was removed to the U.S. District Court, Central District of California. On September 9, 2008, Plaintiffs' Motion for Class Certification was denied. Discovery closed on March 9, 2009, and trial was set for May 26, 2009. By order dated April 28, 2009, the court dismissed seven of the nine counts in Plaintiffs' complaint, leaving only the Plaintiffs' individual claims for failure to provide meal and rest periods, and their derivative claims for unfair competition and failure to pay all wages owed upon termination of employment. In August, 2009, the parties entered into a settlement agreement. We agreed to pay Plaintiffs the sum of \$105,000, and Plaintiffs agreed to a release of claims and to dismiss the lawsuit with prejudice.

S.K., by his next friend and legal guardian, Sherri Koenig on behalf of himself and all others similarly situated v. General Nutrition Corporation and General Nutrition Centers, Inc. (United States District Court, Southern District of New York, No. 08-CV-9263 LAK). On October 29, 2008, Plaintiffs filed this putative class action lawsuit on behalf of persons who purchased in the U.S. any GNC creatine products from October 29, 2002 to the present, alleging that GNC had misled consumers regarding the safety of its nutritional products containing creatine that were sold under the GNC brand name. The lawsuit alleged: (i) violation of N.Y. Gen. Bus. §349 (Deceptive Sales Practices Act) by making misleading and

fraudulent misrepresentations that GNC's creatine products were helpful to athletic performance; (ii) fraud for making misleading and fraudulent misrepresentations (that its creatine products were helpful to athletic performance) in the labeling, advertising, marketing and selling of the products; (iii) breach of contract; (iv) unjust enrichment; (v) negligent misrepresentation; and (vi) strict product liability. Plaintiffs sought certification of the lawsuit as a class action; unspecified compensatory damages in excess of \$5,000,000; restitution in an amount that is equal to the amount acquired by means of any unfair, deceptive, fraudulent, unconscionable or negligent act; disgorgement of profits; pre- and post-judgment interest; unspecified punitive damages; attorneys' fees and costs; and equitable/injunctive relief. On June 30, 2009, the parties entered into a settlement agreement. We agreed to place a warning label on our creatine products; to pay Plaintiff the sum of \$20,000; and to pay \$2,500 to Plaintiff's counsel for attorneys' fees and costs. Plaintiff agreed to a general release of claims arising from the purchase of our creatine products. The parties agreed to file a stipulation of dismissal of the lawsuit with prejudice.

Abdul Ahussain, et al., on behalf of themselves and all others similarly situated, v. GNC Franchising, LLC and General Nutrition Corporation (U.S. District Court, Central District of California, Western Division, Case No. SACV 06-1090). On November 7, 2006, Plaintiffs, all current franchisees, filed a putative class action lawsuit in federal court in California seeking to certify a class of current and former California GNC franchisees. The complaint includes claims for: (1) breach of written contract; (2) breach of the implied covenant of good faith and fair dealing; (3) fraud; (4) negligent misrepresentation; (5) intentional interference with prospective economic advantage; (6) violation of California Franchise Investment Law; and (7) violation of California Business & Professions Code, §§ 17200 et seq. Plaintiffs claim that we violated the California Franchise Investment Law by (1) failing to disclose that corporate stores would compete with franchisees; (2) failing to disclose that GNC engages in programs that force franchisees to sell products at a loss; (3) failing to disclose that GNC requires franchisees to provide detailed customer information and that GNC then solicits to those customers; (4) failing to disclose that GNC offers products through its internet site that are identical to those offered by franchisees at substantially lower prices; (5) failing to disclose that there are material differences between corporate stores and franchised stores with respect to the cost at which inventory may be purchased, available means for disposing of slow moving inventory, and the use of ACE reports; (6) failing to disclose that GNC uses the Plan-O-Gram as a means for dumping unwanted or slow moving product on franchisees, that GNC may require franchisees to stock products that will never sell, and that GNC may require franchisees to purchase certain new products as a means of facilitating GNC's market research; (7) failing to disclose that GNC systematically influences and manipulates prices charged to franchisees for third party product; and (8) failing to disclose that franchisees pay substantially higher royalty percentages than those actually disclosed. The basis for the alleged violation of the California Business and Professions Code is that GNC is engaging in the very conduct it allegedly failed to disclose, as detailed above. Plaintiffs sought damages in an unspecified amount and equitable and injunctive relief. On March 19, 2008, the court granted in part, and denied in part, Plaintiffs' Motion for Class Certification. Pursuant to the court's order, the court certified, with respect to Plaintiffs' cause of action pertaining to violation of California Business & Professions Code, §§ 17200 et seq., the class consisting of all persons and entities who are or were franchisees in the State of California from November 13, 2002 to the date of the order. The court denied without prejudice certification of the class under the cause of action for violation of the California Franchise Investment Law. The individual Plaintiffs' claims for violation of the California Franchise Investment Law remained. On November 17, 2008, we reached a partial settlement with the individual named plaintiffs (except Abdul Ahussain). Per the settlement, the named plaintiffs (except Abdul Ahussain) agreed to dismiss with prejudice all of their individual claims, as well as the portions of the claim for violation of the California Business & Professions Code, §§ 17200 et seq. which were not the subject of the court's March 19, 2008 class certification order, and we agreed to pay the individual plaintiffs \$3,000 per store, including stores closed between November 1, 2002 and the date of the settlement. On January 14, 2009, Abdul Ahussain agreed to dismiss his individual claims, and we agreed to pay Mr. Ahussain the sum of \$45,000. After the settlement, all that remained were the class claims certified by the court in its March 19, 2008 class certification order. On

February 2, 2009, we filed a motion for summary judgment with respect to the remaining class claims for violation of California Business & Professions Code §§ 17200 et seq. On March 18, 2009, the court granted our motion for summary judgment in its entirety. In April, 2009, we filed a motion for court costs and attorneys' fees, and the court ordered the Plaintiffs to pay approximately \$0.4 million to us for our fees and costs. Plaintiffs' judgment was satisfied in full by October 9, 2009, and a satisfaction of judgment was filed with the court on that date.

Patrick Hopkins individually and on behalf of Opportunities Plus, Inc. v. GNC Franchising, Inc. (U.S. District Court, Western District of Pennsylvania, No. 06-00304). On or about March 8, 2006, Plaintiff, a former franchisee, filed a complaint alleging breach of contract and tortious interference with contractual relationships. The claims related to fraudulent inducement to enter into the franchise agreement, advertising funds, breach of contract, wrongful termination, and vendor relations. The complaint sought unspecified compensatory and punitive damages. On May 31, 2006, the court entered an order granting our motion to dismiss. After Plaintiff appealed the trial court's ruling, on August 19, 2008, the United States Court of Appeals for the Third Circuit issued an opinion reversing the trial court's dismissal of the lawsuit. On September 19, 2008, we filed an answer and counterclaim. Our counterclaim asserted claims for breach of contract, unjust enrichment, trademark infringement, trademark dilution, and violation of the non-compete provisions of the franchise agreement. On November 19, 2008, the parties engaged in mediation and reached a settlement of Plaintiff's claims. Plaintiff agreed to dismiss his claims against us, and we agreed to pay Plaintiff the sum of \$20,000. On November, 19, 2008, the court entered an order closing the case.

GNC Franchising, Inc. v. Tim O'Brien, Dorothy O'Brien and Biscayne Nutritional Service, Inc. (U.S. District Court, Western District of Pennsylvania, No. 05-00270). We filed a complaint on March 1, 2005, against Defendants, former franchisees of ours, for breach of contract, violation of the Georgia Trade Secret Law (against Tim O'Brien), violation of the Georgia Uniform Deceptive Trade Practices Act (against Tim O'Brien) and tortious interference (against Tim O'Brien). The issues regarding a preliminary and permanent injunction and damages for trade secret violations were settled with a consent order. On May 13, 2005, Defendants filed an Answer to Complaint. On October 12, 2005, Defendants filed a Motion for leave to file an Amended Answer and Counter Claim. On October 25, 2005, the court granted this request. The counter-claim alleged class action settlement violations, common law fraud, breach of the implied covenant of good faith and fair dealing, and breach of the "special relationship" fiduciary duty. Defendants were seeking compensatory damages related to construction costs, product costs, punitive damages, and attorneys' fees, interest and costs. The amount of damages sought was unspecified. On November 14, 2005, we filed a Motion to Dismiss several counts of Defendants' Counter Claim. On December 2, 2005, Defendants filed a Brief in Opposition to GNC's Motion to Dismiss. On June 29, 2006, the court dismissed the claims relating to the class action settlement violations, common law fraud, and breach of fiduciary duty. We filed a motion for summary judgment on the remaining claims. On July 20, 2007, the court denied our motion for summary judgment as to Defendants' claims for breach of contract and breach of implied duty of good faith, but only as to the period after January 9, 2002, and granted our motion for summary judgment as to all other claims. On September 8, 2007, we filed a motion to reconsider. On June 9, 2008, the parties entered into a Settlement and Release Agreement, pursuant to which the parties agreed to mutual general releases and to dismiss all claims in the lawsuit with prejudice and without costs or attorneys' fees. Pursuant to the Settlement and Release Agreement, each party was responsible for its own expenses, costs and attorneys' fees incurred in the lawsuit.

Steven Coven and Robert Yandolino v. GNC Franchising, LLC and Marie Karlsen (New Jersey District Court, No. 5007-06). On or about November 3, 2006, Plaintiffs, franchisees of ours in New York, filed a complaint against us and our then Director of Franchise Operations, Marie Karlsen. Plaintiffs claimed that we violated the New Jersey Franchise Practices Act and breached Plaintiffs' franchise agreement and the implied duty of good faith and fair dealing by terminating one of their franchise

agreements without good cause and failing to reimburse Plaintiffs for certain retail sales rewards. Plaintiffs also alleged that we engaged in intentional misrepresentation and violated the New Jersey Consumer Fraud Act and the New York Franchise Sales Act for our alleged failure to disclose material information within the Litigation section of our Uniform Franchise Offering Circular. Plaintiffs also complained that we breached the special relationship fiduciary duty. Plaintiffs sought unspecified compensatory damages, punitive damages, and attorneys' fees and costs. On December 6, 2006, we removed the lawsuit to the United States District Court for the District of New Jersey (No. 06-5832). Plaintiffs filed a motion to remand the case to state court, which was denied on January 25, 2007. Plaintiffs filed an amended complaint, which did not include any claim against Marie Karlsen and which dropped the claim of breach of the special relationship fiduciary duty. On April 10, 2007, we filed an answer to the amended complaint and asserted a counterclaim against Plaintiffs for amounts due to us under the franchise agreement and related agreements. On July 2, 2007, we filed an amended answer and counterclaim which added a claim against Plaintiffs for violation of the Lanham Act. On August 15, 2007, the case was transferred to the United States District Court for the Western District of Pennsylvania (No. 07-1138). On December 12, 2007, we reached a settlement with Plaintiffs whereby we agreed to pay the amount of \$125,000 to Plaintiffs. The parties executed a Settlement and Release Agreement pursuant to which the parties agreed to dismiss the lawsuit and to release each other from all claims existing on the date of the Settlement and Release Agreement.

Dan King, Patrick Sullivan, Nicholas Stefanou, Robert Hasselbrook, Adam Silberstein, GNC Franchisee Association, Inc., Amadeo DiSarro, Richard Sullivan, Diane Stefanou, Hasselbrook Health & Fitness, Inc., Scott Tull and Health Hut, LLC v. GNC Franchising, Inc., General Nutrition Distribution Company and Apollo Management, LLP (New Jersey District Court, No. 04-5125). On October 20, 2004, the Plaintiff franchisees and their association sued us for violations of, among other things, the New Jersey Franchise Practices Act, breach of contract, breach of an implied covenant of good faith and fair dealing, and violation of the Robinson-Patman Act. Specifically, Plaintiffs claimed that we had imposed unreasonable standards of performance in altering product display and purchasing requirements, use of advertising funds, and in our "Reset Fee" policy. Plaintiffs also complained about pricing policies and vendor policies, and claimed an entitlement to a share of the money we obtained in settlements with vitamin producers that violated antitrust laws. Plaintiffs sought injunctive relief and compensatory and punitive damages in amounts not specified. On October 23, 2006, the Court granted our motion for summary judgment and entered judgment in our favor on all counts in the complaint. We then settled with one franchisee, which paid us an amount of money in satisfaction of its debt and attorneys' fees incurred by us in the lawsuit. On February 1, 2007, we filed a motion for summary judgment on our claims for breach of contract against certain of the Plaintiffs and for attorneys' fees against all the Plaintiffs. On May 23, 2007, the court granted our motion for summary judgment on the liability aspect of our claim for breach of contract against Plaintiffs Richard Sullivan, Patrick Sullivan, Hasselbrook Health and Fitness, Inc. and Adam Silberstein. The court granted summary judgment in favor of Nicholas and Diana Stefanou on our claims for breach of contract. The court granted summary judgment in our favor and against all Plaintiffs on the liability aspect of our claim for attorneys' fees. We settled with Nicholas and Diane Stefanou on November 29, 2007 with each party agreeing to release their claims against the other. As of December 11, 2007, we settled with the remaining Plaintiffs, which have agreed to pay us amounts ranging from \$3,000 to \$95,000 in satisfaction of their debt and our claim for attorneys' fees. Pursuant to each of the settlement agreements, the parties agreed to release each other from all claims existing as of the time of the settlement agreements.

Sullivan et al. v. GNC Franchising, Inc. et al. (New Jersey District Court, No. 03-CV-2603 removed May 29, 2003). On May 8, 2003, our franchisees, Richard Sullivan, Scott Tull, Ronald Miller, Leslie Quadrel, and the GNC Franchisee Association, Inc. filed suit against us, Royal Numico, N.V., Marie Karlsen, and RPM Contracting. They alleged that we breached the franchise agreements by imposing unreasonable "Reset Fees," converted "Reset Fees," converted and misappropriated advertising funds,

breached the implied covenant of good faith and fair dealing, violated the New Jersey Consumer Fraud Act (by concealing the applicability of FTC Rule 436 and by fraudulent acts and misrepresentations), engaged in predatory pricing, misled Plaintiffs regarding the disposition of another lawsuit, and breached fiduciary duties. Plaintiffs sought loss of investment capital, out of pocket expenses, loss of business opportunities, lost profits and lost good will. They also sought punitive damages, treble damages and attorneys' fees. The amount of damages sought by Plaintiffs was not specified in the complaint. Marie Karlsen and RPM Contracting were dismissed from the action by stipulation. Each of the Plaintiffs in this lawsuit asserted similar claims against us in another action, King v. GNC Franchising, Inc (*see* above). The claims of each of the Plaintiffs against us have been resolved in the King matter (*see* above).

Satish Shoor v. GNC Franchising, LLC (U.S. District Court, District of New Jersey, No. 06-2855). On or about June 23, 2006, Plaintiff, a franchisee of ours in New Jersey, filed a complaint seeking an injunction to prevent us from terminating his two franchises. The complaint also sought unspecified damages, claiming a violation of the New Jersey Franchise Practices Act, breach of contract and the implied duty of good faith and fair dealing, and breach of the special relationship fiduciary duty, due to our alleged wrongful termination of his franchises. In a separate lawsuit, styled GNC Franchising, LLC v. Satish Shoor and Nutrition Systems, Inc. (U.S. District Court, District of New Jersey, No. 06-5087), we sought an injunction to prevent Plaintiffs from operating their franchises, which were terminated due to breaches of contract. On January 19, 2007, the parties executed a Settlement and Release Agreement, pursuant to which the parties agreed to dismiss both of the above-referenced lawsuits and to release each other from all claims existing on the date of the Settlement and Release Agreement. Plaintiffs agreed to pay us \$10,000 upon execution of the Settlement and Release Agreement and \$20,000 to be paid in 12 monthly installments. We agreed to renew the franchise agreement for one of Plaintiffs' stores and to rescind our prior termination of the franchise agreement for Plaintiffs' other store. On February 13, 2007, the above-referenced lawsuits were dismissed with prejudice pursuant to the terms of the Settlement and Release Agreement.

Nature's Benefit, Inc. v. General Nutrition Inc. aka GNC and General Nutrition Distribution, LP (Superior Court of New Jersey Law Division—Essex County, No. L1764-07). On or about February 28, 2007, Plaintiff filed this lawsuit against GNC in the Superior Court of New Jersey Law Division—Essex County. In this lawsuit, Plaintiff has alleged, among other things: that on or about November 1, 2005, General Nutrition Distribution LP entered into a purchasing agreement with Plaintiff to buy and sell certain products manufactured by Plaintiff, including Hoodia Supreme; that on or about March, 2006, GNC began to sell competitors' hoodia nutritive supplements; that the competitive products contained false labeling and treatment claims; that GNC sold some or all of the competitors' hoodia products, which contained false product/treatment claims, at a substantially lower price than Hoodia Supreme; that in April and May, 2006, GNC discontinued purchases of Hoodia Supreme; that the promotion of competitive products has included the misapplication and misappropriation of research done by Plaintiff; and that Plaintiff has suffered economic losses as a result of the foregoing. The lawsuit alleges breach of contract; breach of implied covenant of good faith and fair dealing; engaging in unfair competition, including violation of Section 43(a) of the Lanham Act (15 U.S.C. 1125); violation of the Consent Decree with the Federal Trade Commission (described in the subsection above entitled "Our Past Litigation"); conspiracy; fraud; and unjust enrichment. The Plaintiff sought unspecified compensatory, consequential and punitive damages, injunctive relief, an order referring GNC's conduct to the appropriate federal and state agencies for investigation, interest, and costs of the lawsuit. In August 2008, the parties entered into a Settlement Agreement and Release, which provided for payment of \$125,000 by GNC to Plaintiff, dismissal of the lawsuit with prejudice, and mutual releases by the parties.

Franklin Publications, Inc. v. General Nutrition Corporation (Court of Common Pleas, Franklin County, Ohio, No. 05-CV-011890). On October 26, 2005, Plaintiff filed this lawsuit against GNC in the Court of Common Pleas of Franklin County, Ohio. The case was subsequently removed to the United States District Court for the Southern District of Ohio, Eastern Division. The lawsuit was based upon

GNC's termination, effective as of December 31, 2005, of two contracts for the publication of two monthly magazines published by Plaintiff and mailed to certain GNC customers. Plaintiff was seeking a declaratory judgment as to its rights and obligations under the contracts and monetary damages for GNC's alleged breach of the contracts. Franklin also alleged that GNC had interfered with Plaintiff's business relationships with the advertisers in the publications, primarily GNC vendors, and had been unjustly enriched. At the end of February, 2008, the lawsuit was settled. On March 20, 2008, the parties entered into a Settlement and Release Agreement, which provided for payment of the sum of \$12,000,000 in two installments by GNC to Plaintiff; dismissal of the lawsuit with prejudice; and for mutual releases by the parties.

Nicholas Robitaille, individually and on behalf of all others similarly situated v. General Nutrition Corporation and Muscle Marketing U.S.A., Inc. (Twentieth Judicial Circuit, St. Clair County, Illinois, No. 03L133). On or about March 12, 2003, Plaintiff, a retail customer, filed this putative class action lawsuit alleging negligent misrepresentation and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act in that the labeling, packaging, and advertising with respect to a third-party product sold by GNC were misleading and deceptive. Plaintiff sought certification of the action as a class action, injunctive relief prohibiting the challenged practices and enjoining further sales of the product until such practices were rectified, punitive or exemplary damages, and attorneys' fees, costs and expenses. Three similar class action lawsuits were filed against defendants in the state courts of Alabama, California, and Texas, each of which was based on similar conduct. The Company denied any wrongdoing and pursued indemnification claims against the manufacturer. As a result of mediation, the parties agreed to a national settlement of the lawsuits and on January 31, 2006, entered into a Settlement Agreement and Release, which was approved by the court. Notice to the class was published in mass advertising media publications. In addition, notice was mailed to approximately 2.4 million GNC Gold Card members. Each person who purchased the third-party product and who is part of the class and who presented a cash register receipt or original product packaging will receive a cash reimbursement equal to the retail price paid, net of sales tax. Class members who purchased the product, but who do not have a cash register receipt or original product packaging, were given an opportunity to submit a signed affidavit that would then entitle them to receive one or more coupons. The deadline for submission of register receipts, original product packaging, or signed affidavits, was January 5, 2007. The number of coupons will be based on the total amount of purchases of the product subject to a maximum of five coupons per purchaser. Each coupon will have a cash value of \$10.00 valid toward any purchase of \$25.00 or more at a GNC store. The coupons will not be redeemable by any GNC Gold Card member during Gold Card Week and will not be redeemable for products subject to any other price discount. The coupons are to be redeemed at point of sale and are not mail-in rebates. They will be redeemable for a 90-day period from the date of issuance. GNC agreed to issue a maximum of 5 million certificates with a combined face value of \$50.0 million. GNC also agreed to donate 100,000 coupons to the United Way. In addition to the cash reimbursements and coupons, as part of the settlement GNC paid legal fees of approximately \$1.0 million and incurred advertising and postage costs of approximately \$0.4 million in 2006. Additionally, as of June 30, 2007, an accrual of \$0.3 million existed for additional advertising and postage costs related to the notification letters. The deadline for class members to opt out of the settlement class or object to the terms of the settlement was July 6, 2006. A final fairness hearing took place on January 27, 2007. As of February 29, 2008, there had been 651 claims forms submitted.

Michelle L. Most and Mark A. Kelso, on Behalf of Themselves and All Others Similarly Situated v. General Nutrition Centers, Inc. (U.S. District Court, District of Kansas at Kansas City, No. 06-2330 CM). On August 11, 2006, General Nutrition Centers, Inc. and General Nutrition Corporation were sued in federal district court for the District of Kansas by Michelle L. Most and Mark A. Kelso, on behalf of themselves and all others similarly situated. The lawsuit purported to certify a nationwide class of GNC store managers and assistant managers and alleged that Defendants violated the Fair Labor Standard Act by failing to pay time and a half for working more than 40 hours per week. Plaintiffs contended that Defendants improperly applied fluctuating work week calculations and procedures for docking pay for working less than 40 hours per week under a fluctuating work week. In May 2007, the parties entered into a settlement of the claims.

On or about July 3, 2007, the Company sent a notice to all potential claimants, who could then elect to opt in to the settlement. While the actual settlement amount will be based on the number of claimants who actually opt in to participate in the settlement, the settlement contemplates a maximum total payment by the Company of \$1.9 million if all potential claimants opt in. Based on the number of actual opt-ins, the total amount paid in the third quarter of 2007 to the class was approximately \$0.1 million. In addition, the Company paid the plaintiffs' counsel an agreed amount of \$0.7 million for attorney's fees following approval by the court of the settlement. On July 23, 2007, the court approved the settlement of claims as fair, reasonable, and adequate and entered its Order of Approval. The total amount paid to the class approximated \$0.1 million. Final Judgment was entered by the Court on December 18, 2007 disposing of the claims of the opt-in plaintiffs.

Bernd Bildstein, on behalf of himself and all others similarly situated v. General Nutrition Centers, Inc. (Supreme Court, Queens County, New York, Index No. 28365/04). On January 10, 2005, Plaintiff filed this lawsuit alleging that GNC had misapplied discounts for Gold Card Members between January 1, 2004 and December 31, 2004. The parties settled the lawsuit on May 24, 2006. Pursuant to the terms of the settlement, the parties stipulated to certification of the settlement class; each member of the class would receive at least one certificate with a cash value of \$5.00 towards any purchase at a GNC store of \$25.00 or more; GNC would issue a maximum of 15,000 certificates with a combined face value of \$75,000; GNC agreed to pay attorneys' fees up to \$35,000; and the parties agreed to mutual releases of claims.

GOVERNMENTAL ACTIONS

Consent Decrees with the Federal Trade Commission. GNC has entered into 3 Consent Decrees with the Federal Trade Commission which prohibit GNC from carrying and selling certain products and from making various representations in the promotion or advertisement of certain products. In 1984, in an investigation styled In the Matter of General Nutrition, Inc. (Docket No. 9175), the FTC investigated our affiliate, General Nutrition, Incorporated ("GNI"), and alleged deceptive acts and practices in connection with the advertising and marketing of certain products. GNI accepted a proposed consent order, finalized in 1989, agreeing to refrain from, among other things, making claims regarding certain products unless the claims were based on and substantiated by reliable and competent scientific evidence. We also entered into a consent order with the FTC in 1969, as modified in 1970, in In the Matter of General Nutrition Corporation (Docket C-1517), which generally addressed products for those with "iron deficiency anemia." Disputes arose concerning compliance with these orders, and with regard to advertising for certain hair care products. GNI maintained that it operated in material compliance with the orders. However, it settled with the FTC in 1994 and entered into a consent decree in United States of America v. General Nutrition, Inc. (United States District Court, Western District of Pennsylvania, Civ. Act. No. 94 0686), to avoid protracted litigation. Under the settlement, GNI did not admit liability but entered into a consent decree, paid a civil penalty of \$2.4 million, agreed to adhere to the terms of the 1970 and 1989 consent orders, and agreed to abide by the provisions of the settlement concerning hair care products. In 2000, the FTC amended the 1970 order to clarify language regarded as ambiguous and outmoded. The FTC continues to monitor our advertising and sometimes requests substantiation with respect to such advertising to assess compliance with the consent decrees and the Federal Trade Commission Act.

In the Matter of GNC Franchising, LLC. Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2005-0537. On or about August 30, 2005, the Securities Division of the Office of the Attorney General of the State of Maryland initiated an investigation into the accuracy of the "Item 3" disclosures in our Franchise Offering Circular. On August 15, 2006, we entered into a Consent Order with the Securities Commissioner, pursuant to which we agreed, without admitting or denying any of the Commissioner's statements of fact or conclusions of law, except as to the Commissioner's jurisdiction in the proceeding, (1) to immediately and permanently cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Registration and Disclosure Law; and (2) to pay the

Securities Division an administrative penalty in the amount of \$100,000.00. In the Consent Order, the Commissioner concluded that we had violated §§ 14-216(a) and 14-223 of the Maryland Franchise Registration and Disclosure Law by offering and selling franchises in Maryland and to Maryland residents using a prospectus that failed to set forth material information in our application for registration, as required by regulation of the Commissioner. Specifically, the Commissioner found that, in franchise offering circulars filed with the Division, we had erroneously described amounts we had agreed to pay in the settlement of three of the litigation matters disclosed in Item 3 of the Franchise Offering Circular. We have corrected those errors.

Investigation by the Office of the Attorney General of the State of Florida (Case No. L01-3-2338). On or about August 20, 2001, the Office of the Attorney General of the State of Florida (“OAG”) opened an investigation into allegedly deceptive sales practices of GNC in the State of Florida. The investigation concerned GNC’s placement of and adherence to “best by” dates on its product labels to indicate the product’s freshness. The OAG became concerned that there may be expired product beyond the “best by” dates being sold to Florida consumers and instituted an investigation of GNC’s sales practices. On or about January 15, 2002, GNC and the OAG entered into a Settlement Agreement. The Settlement Agreement provided that GNC would take reasonable steps to assure compliance with its corporate policy that prohibits the sale of expired products, including reaffirming to franchisees GNC’s policy of not selling expired products, and that GNC would make appropriate refunds or product replacement in a manner consistent with its current corporate policy for any and all consumer complaints involving the matters investigated by the OAG. The agreement also provided that GNC would establish and implement a plan to encourage all third party manufacturers of products purchased for resale by GNC to place on the products legible and understandable “best by” or expiration dates. GNC also agreed to pay the OAG the sum of \$1.0 million to compensate the OAG for its attorneys’ fees and costs of investigation.

Other than these actions, no litigation is required to be disclosed in this Disclosure Document.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

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ITEM 5

INITIAL FEES

INITIAL FRANCHISE FEE

Before you are awarded a franchise for a GNC Store, you must sign a Franchise Agreement with us and pay us an initial franchise fee. The initial franchise fee is payable in a lump sum and is fully earned when the Franchise Agreement is signed. The initial franchise fee for a GNC Store varies according to the type of franchise you purchase and is shown in the table below. Depending on the type of franchise you are awarded, other initial fees that you must pay to us before you open your Store are described after the table.

Type of Franchise	Initial Franchise Fee
New Franchise Store	
– If awarded to a New Franchisee	\$40,000
– If awarded to an Existing Franchisee (<i>See Note 1</i>)	\$30,000
– If awarded to an Employee (<i>See Note 2</i>)	\$20,000
Conversion Store	
– If awarded to a New Franchisee	\$40,000
– If awarded to an Existing Franchisee (<i>See Note 1</i>)	\$30,000
– If awarded to an Employee (<i>See Note 2</i>)	\$20,000

Notes to Table:

1. You must be a current franchisee in good standing or have a controlling interest in a corporation, company or partnership that is a franchisee in good standing. “Good standing” means, among other criteria, that the existing franchisee is not in default under any existing agreement between it and us or our affiliates.

2. You must have been an employee of ours or one of our affiliates (regardless of the position held) full-time for at least 12 months or part-time for at least 24 months prior to the date you execute the Franchise Agreement.

AREA DEVELOPMENT FEE

Under the Development Agreement, you will obtain the right to develop and open an agreed upon number of GNC Stores, provided you do so in accordance with the specified Development Schedule. You must pay us a development fee (“Development Fee”) equal to the sum of the following: (i) a development rights fee for the Development Area (which will be determined by us and will vary depending on the location of the Development Area and other factors we deem relevant), (ii) a fee equal to the applicable initial franchise fee shown in the table above for the first GNC Store you agree to develop and open, and (iii) a fee equal to fifty percent (50%) of the total initial franchise fees for the remaining GNC Stores required to be developed and opened during the term of the Development Agreement. The Development Fee is payable in a lump sum upon execution of the Development Agreement and is fully earned when the Development Agreement is signed. We have no intention, now or in the future, of reducing the Development Fee for any franchisee, although we reserve the right to do so in our sole discretion on a case-by-case basis. The initial franchise fee for each GNC Store to be developed under the Development Agreement will be paid by you in addition to the Development Fee; provided, that the fees paid pursuant

to (ii) and (iii) above will be credited toward the initial franchise fees due for the Stores as long as you develop and open the Stores in accordance with the terms of the Development Agreement (the credit will be in an amount equal to 100% of the initial franchise fee due for the first Store, and 50% of the initial franchise fee due for each remaining Store). The remainder of the initial franchise fee due for each GNC Store shall be immediately due and payable upon execution of the Franchise Agreement for that GNC Store. In no event will the sum of all credits received by you exceed the total portion of the Development Fee in (ii) and (iii) above. If a Store is not established in accordance with the Development Agreement and your Development Schedule, the portion of the Development Fee that would have otherwise been credited towards payment of the initial franchise fee for that Store will be forfeited and retained by us. If, for any reason, the Development Agreement terminates before any portion of the Development Fee has been applied to the initial franchise fees, we will retain the unapplied portion of the Development Fee to compensate us for our time, effort and foregone opportunities. We reserve the right to reduce the Development Fee for our existing franchisees and employees in accord with the table above.

OTHER INITIAL FEES FOR A NEW FRANCHISE STORE

New and Existing Franchisees

In the past, we have provided financing directly to our franchisees in connection with new franchised locations, and we may in the future offer such financing for inventory, fixtures, signage, equipment, and other construction costs on a case-by-case basis and in our sole discretion. If we allow you to finance these items directly, you would be required pay, in addition to the initial franchise fee, an amount equal to at least 25% of the total cost of the opening inventory, signage, equipment, fixtures, and other construction costs, then finance the remainder (See Item 10 for more information on such financing).

Employee of Ours or One of Our Affiliates

If you qualify for our employee program, you are eligible to receive a credit of 5% of your initial inventory purchase for a New Franchise Store (See Items 6, 7 and 10 for more information).

OTHER INITIAL FEES

Before you open your Store, we must build it, unless we designate otherwise in writing. Construction costs will vary depending on, among other factors, the size of the Store and the condition of the space. We have provided your estimated construction costs in Item 7 of this Disclosure Document. Included in these estimated construction costs are wiring, acoustical ceiling and flooring materials, plumbing, electrical, drywall, shelving, graphics (interior signage and photos), decor items, exterior and interior signage, fixtures (wall units, cash wrap, gondolas, track lighting and accent lighting), and miscellaneous items (Plexiglas sign holders, etc.). For Conversion Stores, we will also charge you for the assets (including goodwill) of the Store, which amount will vary depending on the location of the Store and the value that we place on the assets and the Store (See Item 7). We estimate these construction costs to be \$60,000 to \$168,000 for a New Franchise Store and \$50,700 to \$561,000 for a Conversion Store.

In addition, you must acquire inventory for your Store, which costs \$85,000 for a New Franchise Store and between \$65,000 and \$150,000 for a Conversion Store. All franchisees must also purchase at least one Point-of-Sale ("POS") system (and related equipment and software) from us before opening, which costs approximately \$5,000, and equipment and related software for our POS Secure payment system, which costs \$467. You must also purchase initial promotional materials for your grand opening, which cost \$1,250 for New Franchise Stores and Conversion Stores. Franchisees of New Franchise Stores must also pay us a fee of \$2,500 for non-stamped architectural drawings, procurement and project management. If you sublease your Store premises from us, we estimate that you will pay between \$1,500

and \$3,000 in security deposits for third party utility services. See Items 6, 7, and 8 for more information regarding fees.

Except as noted below, all of the costs, expenses and fees described in this Item are non-refundable. Except for the initial franchise fee described in the table above (which you must pay at the time you sign the Franchise Agreement), these costs, expenses and fees are not billed to you until the Store has been constructed.

REFUNDS OF THE INITIAL FRANCHISE FEE

Except as described below, the initial franchise fees shown in the table above and the Development Fee described above are deemed fully earned upon execution of the Franchise Agreement or Development Agreement in consideration of the granting of the franchise and/or development rights, and are not refundable. If your Franchise Agreement terminates during the Pre-Opening Period (period starting on the Franchise Agreement date and ending on the earlier of 160 days following the Franchise Agreement date or Store opening date, or such longer period as we may agree to in our sole discretion), because of the franchisee's death, if the franchisee is a natural person, we will refund the initial franchise fee for that Store. In addition, if we terminate your Franchise Agreement during the Pre-Opening Period due to your failure to satisfactorily complete Phase I and Phase II of our initial training program (See Items 6 and 11) as required by the Franchise Agreement after your diligent, good faith efforts to do so, you may be entitled to a refund of 50% of the initial franchise fee for that Store, in our sole discretion.

We reserve the right to offer special incentive programs at any time which may decrease any of the fees listed in this Item. Generally, these incentive programs will be conditioned upon you executing a Franchise Agreement and may only be available for specific Stores or in specified markets which we determine at our sole discretion. We may alter or discontinue these programs at any time at our sole discretion without notice to you. The employee program may not be combined with any other incentive offer unless otherwise indicated by us in writing. Furthermore, if you have executed a Franchise Agreement before the dates specified for the incentive programs, acquired a GNC location from an existing franchisee via a transfer, or are renewing an existing Franchise Agreement, you are not eligible to receive the incentive program unless otherwise indicated by us in writing.

We are a member of the International Franchise Association and participate in the International Franchise Association's VetFran Program, which provides special incentives to qualified veterans. During our 2015 fiscal year, we offered a special incentive program for U.S. military veterans purchasing a New Franchise Store or Conversion Store. Under this program, we offered honorably discharged veterans a \$20,000 initial franchise fee. One veteran in Ohio took advantage of this special incentive program.

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ITEM 6

OTHER FEES (1)

(Column 1) Type of fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Royalty (2)	6% of total gross sales	You make 13 payments per calendar year; 12 days after the applicable period ends	Gross sales include all revenue from the franchise location. Gross sales do not include sales tax or substantiated refunds in the ordinary course of business. Our fiscal year begins on the first Sunday in January. One of our accounting periods equals 4 weeks, and there are 13 accounting periods in our fiscal year.
National Advertising (3)	3% of total gross sales	Same as Royalty fee	See Note 3.
Transfer Fee— Franchise Agreement (4)	Transfer fee equal to then-current initial new store franchise fee except that the franchise fee is reduced to : 1. \$1,000 if you transfer all or a controlling interest in your franchise to an entity that you own (or that is owned by, or under the same ownership as, the existing franchisee), or if the transfer is to your immediate family member; or 2. \$2,500 if the transfer is of less than 50% of your ownership interest in the franchise or the existing franchisee	At the time a signed Franchise Agreement is returned to us, or if a Franchise Agreement is not signed in connection with the transfer, at the time of transfer	Payable when you sell your franchised business or otherwise complete a transfer, which you may only do with our prior consent.
Transfer Fee— Development Agreement	\$10,000	Upon a permitted assignment of the Development Agreement	Payable when you transfer your development agreement, which you

(Column 1) Type of fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
			may only do with our prior consent.
Franchise Store Relocation Fee	\$10,000 or such greater amount as we may determine from time to time, to cover our administrative and other costs in processing the relocation	Payable upon the permitted relocation of your GNC store	You may request to relocate your GNC store if you cannot continue to operate due to an act of God (fire, flood, earthquake) or extreme hardship. Approval of a relocation is in our sole discretion. We may at times waive this fee on a case-by-case basis if, in our sole discretion, circumstances merit.
Refurbishing (5)	Variable, may include certain equipment upgrades or additions	When refurbishing is complete	Any additions, alterations or replacements that are necessary to keep your Store in good condition or to comply with annual or more frequent merchandising requirements. Expenses will depend on your Store maintenance practices.
Regulatory Compliance	Our cost and expense for bringing your Store into compliance	Upon demand	You will only incur this cost if you fail to take a regulatory corrective measure, and we correct the failure ourselves. We have no duty to ensure your regulatory compliance.
Remodeling (5)	Reasonable cost to upgrade Store	When remodeling is complete	Once every 5 years, if we determine it is necessary, or periodically and potentially more frequently, as required by the terms of the Franchise Agreement and Store lease or sublease. You may be required to remodel the Store, at your expense,

(Column 1) Type of fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
			at the time of entering into a Franchise Agreement if you franchise a Conversion Store.
Payments for Goods or Services	See Items 7, 8	Periodic when bill is received	See Items 7, 8
Insurance (6)	Premiums for required insurance	Before you open your Store and periodically after that	Payable to a third party
Late Payment Charges	1 1/2% interest per month on overdue amount	Immediately	This charge applies to all payments you owe us.
Insufficient Funds Fee	\$30 per occurrence	Immediately on demand	Payable if any of your payments to us are not honored by your financial institution.
POS Register Maintenance (7)	\$51 per month (1 st year) \$73.68 per month (2 nd year)	Monthly	You pay us.
POS Communications (7)	\$165.00 per month (Without Internet) \$233.33 per month (With Internet)	Monthly	You pay us.
POS Secure Payment System Fee (7)	\$13.50 per month	Monthly	You pay us.
Financial Services (8)	See Note 8 below	Monthly	You pay us
Maintenance of Inventory (9)	Variable, depending on sales	Ongoing	You pay us and/or our approved suppliers.
Lease Negotiation	Variable depending on the circumstances	As incurred	If you lease directly from the landlord, you are responsible for all costs associated with lease negotiations and lease review.
Lease Audit Fee	30% of the amount of any savings	As incurred	If we conduct an audit of CAM or other charges under your lease or sublease.
Rent (10)	Variable, depending on square footage of location	Monthly	If you sublease from us, you pay us; if not, you will pay rent to your Landlord.

(Column 1) Type of fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Franchise Renewal	37 1/2% of the then-current initial franchise fee for new franchisees for a new franchise store	On or before the then-current term expiration date	You pay us. Additionally, we may require you to remodel in connection with the renewal.
Advisory Assistance and Services	Will vary depending on the circumstances	As incurred	You may be required to reimburse us for unusual, extensive or extraordinary assistance.
Audit	If an audit discloses an understatement of three percent (3%) or more in any report of Gross Sales, you must reimburse us for all costs and expenses of the audit.	Immediately on demand	
Indemnification	Will vary depending on the circumstances	As incurred	You must reimburse us if we are held liable for damages or other expenses related to the operation of your franchise.
Attorneys' Fees and Costs	Will vary depending on the circumstances	As incurred	Payable only if you do not comply with the Franchise Agreement
Liquidated Damages (11)	Will vary depending on the circumstances	Immediately on demand	You pay us.
Default Cure Fee (12)	Up to \$1,000 per occurrence, depending on the infraction	On or before the expiration of the cure period	You pay us.

(Column 1) Type of fee	(Column 2) Amount	(Column 3) Due Date	(Column 4) Remarks
Annual Inventory Fee (13)	Approximately \$540	Annually	<p>You are required to conduct an annual physical inventory count, which we will perform.</p> <p>If you participate in General Nutrition Financial Services, the annual inventory fee is included in your monthly financial services fee.</p> <p>If you do not participate in General Nutrition Financial Services, you will be billed annually for the total inventory cost.</p>
Non-compliance Management Fee (14)	10% of total gross sales	As incurred and if necessary	Gross sales include all revenue from the franchise location. Gross sales do not include sales tax or substantiated refunds in the ordinary course of business.
Operating Management Fee (15)	\$1,500 per week	As incurred and if necessary	In the event that a franchisee dies or is disabled, we may, in our discretion, operate the Store until such time that a transfer can be completed under the terms of the Franchise Agreement.
Customer Satisfaction Program Fee	\$18 per month or such other amount as we may determine from time to time	Monthly	We require you to participate in any customer satisfaction program we may establish, as may be changed by us from time to time in our sole discretion.

Explanatory Notes:

1. Except as otherwise noted in this Item, all fees are uniformly imposed and are non-refundable. Except for insurance premiums and as otherwise noted in this Item, all fees are payable to, and imposed and collected by, us.

2. You will pay an ongoing monthly royalty of 6% of your gross sales.

3. We currently charge an advertising fee of 3% of total gross sales, but we reserve the right to increase or decrease this fee from time to time on thirty (30) days' prior written notice to you. We do not collect or impose advertising fees on behalf of a third party. However, we may elect to have you pay the national advertising fee to an advertising agency which we select.

4. We will not refund a transfer fee unless you do not complete the transfer of your Store or of your interest in franchisee, in the case of a franchisee ownership interest transfer. Transfer fees set forth are our standard transfer fees.

5. If you desire to purchase an existing GNC Store from another GNC franchisee, or if you purchase a Conversion Store, you may be required to remodel the Store. The Franchise Agreement also states that we have the right to request that you remodel your Store no more than once every 5 years.

6. You must obtain insurance coverage as specified in Item 8. If you do not obtain the required levels of insurance, we may, at our election, procure such insurance and bill your account for the insurance, together with a fee not to exceed \$500 for our reasonable costs and expenses in so acquiring the policy or policies.

7. You must sign the P.O.S. License Agreement which is located in Exhibit M of this Disclosure Document to receive the POS system. You will be charged POS system maintenance fees to cover the costs of supporting the system. Maintenance fees cover the actual costs of the system. We derive no profit from maintenance fees. Maintenance fees for your POS system are \$51 per month for the first year and \$73.68 (estimated) for the second year. The difference between the first and second year cost is the IBM maintenance fee, which is under warranty in the first year. If you have two POS registers, you will pay an additional fee of \$22.68 after the first year. You will also pay the monthly POS communications fee shown in the above table, and you will also pay a monthly maintenance fee of \$13.50 for our POS Secure payment system when this system is implemented by us. Each year, costs relating to the POS system are subject to re-evaluation in order to determine your monthly POS maintenance fees. The costs covered by these monthly fees include the following: POS help desk personnel; franchise 800 line; nightly polling; hot spare maintenance; software maintenance fees; IBM register maintenance; and documentation and communication costs of system upgrades and enhancements. **We reserve the right to change any or all of these fees and to introduce new fees for additional required services and/or equipment on an annual or more frequent basis.**

8. We may (but are not obligated to) provide financial services to you through GNFS. If we choose to provide these services, and you opt to or are required to use them, you will pay us the monthly fee(s) for financial services shown in the following table:

One Store	2-5 Stores (Same EIN)	6+ Stores (Same EIN)	Separate EIN
\$345	\$320 per Store	\$295 per Store	\$320 per Store

You will pay us the fee shown for One Store, plus the applicable fee in the other columns for each subsequent Store that you franchise, on a monthly basis. You will pay the fee shown in the "Separate EIN"

column for incremental Stores with different Federal Tax ID numbers (“EIN numbers”). The above amounts include charges for annual physical inventories conducted by our Loss Prevention Department. In addition, you will also pay us a charge of \$77 per month for payroll services for the first Store that you franchise. Your monthly charge for payroll services for each additional Store with the same EIN number will be \$30 per month. If you do not have employees, you do not need to pay the payroll services fee. The fees for these services through GNFS are non-refundable. **We reserve the right to change any or all of these fees on an annual or more frequent basis. If we are providing the financial services, we reserve the right to discontinue any or all of them at any time for any reason. We further reserve the right to establish minimum enrollment periods.** (See Item 8).

9. The cost of replenishing your inventory depends on your sales. We require you to maintain a minimum of \$60,000 of inventory at wholesale cost, provided that you must otherwise maintain adequate inventory to effectively operate.

10. Subject to our approval, you have the option of subleasing a location from us, or from a third party through the Direct Lease program (See Item 11 for more information). The cost per square foot of commercial space varies considerably depending on the location and market conditions affecting commercial property. However, in general, you must pay base rent, common area maintenance charges and real estate taxes. The table presented below shows an estimated range of annual lease costs based upon the experiences of our franchisees:

	Mall	Strip	Downtown
Base Rent	\$10,021 – \$171,513	\$6,108 - \$171,513	\$28,994 – 148,835
Common Area Maintenance	\$2,071 - \$57,140	\$141 - \$49,142	\$900 - \$10,245
Real Estate Tax	\$406 - \$38,216	\$394 - \$29,375	\$752 - \$18,660
Other	\$5 - \$28,562	\$60 - \$19,033	\$600 - \$7,044

Depending on lease requirements, you may also have to pay a rental deposit when the lease begins, in addition to other occupancy costs, such as common area maintenance charges, real estate taxes, insurance, utilities, promotional fund charges, and merchant’s association charges. Also, if you sublease from us, you will be charged an interest rate of 1.5% APR on late rent payments.

11. Upon termination of the Franchise Agreement due to your default or breach, the Franchise Agreement requires you to pay us, in addition to other amounts owed, liquidated damages in an amount equal to (i) the greater of (a) the average monthly amount of Royalty Fees payable by you to us for the two (2) years immediately preceding the date of termination or (b) the average monthly amount of Royalty Fees payable by you to us for the twelve (12-) month period immediately preceding the date of termination, however, if the Store has not been open for at least twelve (12) months, the average monthly amount of Royalty Fees payable by you to us for the months in which the Store has been open; then (ii) multiplied by the number of months remaining in the then-current term of the Franchise Agreement.

12. If you fail to comply any of the requirements imposed by the Franchise Agreement, Franchise Operations Manual, or any other written policies or requirements, and it is determined that you are in default of your franchise obligations, you may be required to pay to us a fee of up to \$1,000 per occurrence for our administrative costs associated with managing each default.

13. All Stores are required to have an annual physical inventory, which generally we will conduct. If your Store participates in General Nutrition Financial Services, the cost of the annual inventory is included as part of your financial services fees. If your Store does not participate in General Nutrition Financial

Services, you will be billed for the total cost of the physical inventory on an annual basis. **We reserve the right to change this fee on an annual or more frequent basis.**

14. If you are in default of your franchise obligations and unable to operate your Store to our standards, we may, in our sole discretion, assume operations of the Store for any period of time, and you will be required to pay to us 10% of your total gross sales earned during the period in which we operate the Store, in addition to any other royalties and fees payable to us pursuant to your Franchise Agreement.

15. If you are unable to operate your Store due to death or disability, GNC may, in its sole discretion, assume operations of the Store at a cost of \$1,500 per week until such time that a transfer of the franchise can be completed under the terms of the Franchise Agreement.

We reserve the right to offer special incentive programs at any time which may decrease any of the fees listed in this Item. Generally, these incentive programs will be conditioned upon you executing a Franchise Agreement and may only be available for specific Stores or in specified markets which we determine at our sole discretion. We may alter or discontinue these programs at any time at our sole discretion without notice to you. The employee program may not be combined with any other incentive offer unless otherwise indicated by us in writing. Furthermore, if you have executed a Franchise Agreement before the dates specified for the incentive programs, acquired a GNC location from an existing franchisee via a transfer, or are renewing an existing Franchise Agreement, you are not eligible to receive the incentive program unless otherwise indicated by us in writing.

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ITEM 7

ESTIMATED INITIAL INVESTMENT (1)

YOUR ESTIMATED INITIAL INVESTMENT				
(Column 1) Type of expenditure	(Column 2) Amount	(Column 3) Method of payment	(Column 4) When due	(Column 5) To whom payment is to be made
Initial Franchise Fee New Franchise Store (2) Conversion (3)	\$20,000 to \$40,000 \$20,000 to \$40,000	Lump-sum	Upon signing Franchise Agreement	Us
Equipment (4)(8)(10) Point-of-Sale System Computer and Printer Secure Payment System	\$5,000 \$1,000 to \$2,000 \$467	Lump-sum or Installments if financed	At purchase or as described in the Asset Purchase Agreement or Promissory Note	Us or Third Party Vendor
Signage (5)(10) New Franchise Store Conversion	\$3,000 to \$8,000 per sign \$0 to \$8,000 per sign	Lump-sum or Installments if financed	At purchase or as described in the Asset Purchase Agreement or Promissory Note	Us
Fixtures (6)(10) New Franchise Store Conversion	\$22,000 to \$40,000 \$0 to \$40,000	Lump-sum or Installments if financed	At purchase or as described in the Asset Purchase Agreement or Promissory Note	Us

YOUR ESTIMATED INITIAL INVESTMENT				
(Column 1) Type of expenditure	(Column 2) Amount	(Column 3) Method of payment	(Column 4) When due	(Column 5) To whom payment is to be made
Other Construction Costs (7)(8)(10) New Franchise Store Conversion	\$35,000 to \$120,000 \$50,700 to \$513,000	Lump-sum or Installments if financed	At purchase or as described in the Asset Purchase Agreement or Promissory Note	Us or a contractor chosen by us
Opening Inventory (9)(10) New Franchise Store Conversion	\$85,000 \$65,000 to \$150,000	Lump-sum or Installments if financed	At purchase or as described in the Asset Purchase Agreement or Promissory Note	Us
Initial Promotional Materials (11)	\$1,250	As Incurred	As Incurred	You may purchase some or all of your materials from us, but this is not required. If you purchase materials from third parties, you must pay those parties directly.
Construction Handling Fee (12)	\$2,500	As Incurred	As Incurred	Us
Security Deposits	\$1,500 to \$3,000 (variable)	As required by third party utility companies	As required by third party utility companies when the sublease commences	Us
Business and Worker's Compensation Insurance	\$900 to \$10,000	As specified by Insurer	Before Store opens	Qualified Company or Insurance Broker
Initial Training (13)	\$1,500 to \$3,000	As Incurred	As Incurred	Airlines, Hotels & Restaurants
Miscellaneous Opening Costs	\$3,000 to \$4,000	As Incurred	As Incurred	Suppliers

YOUR ESTIMATED INITIAL INVESTMENT				
(Column 1) Type of expenditure	(Column 2) Amount	(Column 3) Method of payment	(Column 4) When due	(Column 5) To whom payment is to be made
Additional Funds—3 months (14)	\$10,000 to \$30,000	As Incurred	As Incurred	Lessor, Employees, Suppliers, Us
TOTAL (15)(16)(17) New Franchise Store Conversion	\$192,117 to \$354,217 \$158,817 to \$806,597			

We reserve the right to offer special incentive programs at any time which may decrease any of the amounts listed in this Item. Generally, these incentive programs will be conditioned upon you executing a Franchise Agreement and may only be available for specific Stores or in specified markets which we determine at our sole discretion. We may alter or discontinue these programs at any time at our sole discretion without notice to you. The employee program may not be combined with any other incentive offer unless otherwise indicated by us in writing. Furthermore, if you have executed a Franchise Agreement before the dates specified for the incentive programs, acquired a GNC location from an existing franchisee via a transfer, or are renewing an existing Franchise Agreement, you are not eligible to receive the incentive program unless otherwise indicated by us in writing.

Explanatory Notes:

1. Except when specifically indicated in the chart for the particular type of franchise, and except as otherwise indicated in these Explanatory Notes, the amounts in this chart apply to New Franchise Stores and Conversion Stores. All expenditures are non-refundable unless specifically noted otherwise.
2. A New Franchise Store may be awarded to a new franchisee, an existing franchisee or an employee of ours or our affiliates pursuant to our employee program (See Item 1 for a description of the employee program). The initial franchise fee for a New Franchise Store is \$40,000 for a new franchisee; \$30,000 for an existing franchisee; and \$20,000 for an employee. See Item 5 for the conditions when this fee is refundable.

You must also pay us a Development Fee if you enter into a Development Agreement with us. The Development Fee is equal to the sum of the following: (i) a development rights fee, which will be determined by us and will vary based on the location of the Development Area and other factors we deem relevant, (ii) a fee equal to the applicable initial franchise fee for the first GNC Store you agree to develop, and (iii) a fee equal to 50% of the total initial franchise fees for all of the remaining GNC Stores that you agree to develop. The initial franchise fee for each GNC Store that you develop under the Development Agreement is to be paid in addition to the Development Fee; provided, that the fees paid pursuant to (ii) and (iii) in the preceding sentence will be credited toward the initial franchise fees due for the Stores as long as you develop and open the Stores in accordance with the terms of the Development Agreement (the credit will be in an amount equal to 100% of the initial franchise fee due for the first Store, and 50% of the initial franchise fee due for each remaining Store). The remainder of the initial franchise fee due for each GNC Store shall be immediately due and payable upon execution of the Franchise Agreement for that GNC Store.

3. Conversion Stores may be awarded to new franchisees, existing franchisees or employees of ours or our affiliates pursuant to our employee program. The initial franchise fee for a Conversion Store is \$40,000 for a new franchisee; \$30,000 for an existing franchisee; and \$20,000 for an employee. See Item 5 for the conditions when this fee is refundable. *The amounts in this chart for Conversion Stores also include estimated amounts charged for the assets, including goodwill, of the Store. These amounts will vary on a case-by-case basis depending on the Store converted and the value that we or our affiliates place on the assets and the converted Store.*
4. The equipment we require you to purchase is as follows: equipment and related software for our POS system and for our POS Secure payment system, and a computer and printer. The cost for one POS system is approximately \$5,000. The cost for our POS Secure payment system is \$467. The price given does not include tax or shipping charges. You must sign the P.O.S. License Agreement located in Exhibit M of this Disclosure Document, and pay the POS maintenance fees which are described in Item 6. Currently, maintenance fees for the POS system are \$51 per month for the first year and \$73.68 per month (estimated) for the second year. If you have two POS registers, you will pay an additional \$22.68 per month after the first year. Maintenance fees for POS communications are currently \$165 per month (without Internet) and \$233.33 per month (with Internet). Maintenance fees for our POS Secure payment system will be \$13.50 per month when that system is implemented by us.

We also require you to purchase a computer and printer so that you may participate in the GENESIS program, a secure web site that allows you to receive company news; communicate to franchisees electronically; pose questions to us or our affiliates; search on-line libraries for information on products, pricing, marketing and operations; customize and print our newest camera-ready local

marketing materials; participate in on-line business building sessions with us, other franchisees, and outside vendors; send messages and information to the Franchise Support Center; train your employees, and other functions we may develop from time to time. We do not charge a fee for GENESIS; however, to participate in the program, you must have access to the Internet. We reserve the right to charge a fee for GENESIS at any time in the future upon notice to you.

5. All GNC Stores are required to have approved exterior signs featuring our trademarks to identify the location. Exterior signage includes, but is not limited to, illuminated channel letters, pylon signs or under canopy signs. Manufacturing and installation of signage must adhere to landlord and local regulations.
6. Fixtures include, but are not limited to, the wall units, cash wrap, gondolas, track lighting and accent lighting.
7. We, or a contractor approved by us, will install wiring, flooring, fixtures, and decor items which comply with our specifications. We will hire outside firms to prepare architectural, electrical and mechanical drawings which comply with applicable governmental building codes and regulations. The cost will vary depending on the location and condition of the premises, the type of Store you will franchise, the requirements of the landlord for the Store location, and the building code requirements of your area. Shipping and installation costs are included in the construction estimates. Although we do not do so at the present time, we reserve the right to charge you a fee for rendering Store layouts and design plans in the future. *The amounts for Conversion Stores also include estimated amounts charged for the assets, including goodwill, of the Store. These amounts will vary on a case-by-case basis depending on the Store converted and the value that we or our affiliates place on the assets and the converted Store.*
8. Construction is defined as installation of all the materials to build-out the Store such as acoustical ceiling and flooring materials, plumbing, fixtures, HVAC, electrical, and drywall. Other construction costs you may incur include lighting, props (pieces used in Stores for visual effects and decoration), floor (if not already installed, wood flooring or ceramic tile), graphics (interior signage and photos), and miscellaneous items (plexiglass sign holders, etc.).
9. Opening inventory includes a supply of inventory items with a wholesale cost of approximately \$85,000 for a New Franchise Store. Thereafter, we require that you maintain a minimum of \$60,000 of inventory at wholesale cost, provided that you must otherwise maintain adequate inventory to effectively operate. If the wholesale cost of your inventory falls below \$60,000, your Franchise Agreement may be terminated (See Item 11). If you franchise a Conversion Store, you are eligible to receive a credit equal to 5% of your initial inventory purchase.
10. If you qualify, we may offer financing for opening inventory, signage, equipment, fixtures, and other construction costs for certain types of our franchises. For New Franchise Stores, existing franchisees, and for employees under the employee program, we may finance up to 75% of the total cost of the opening inventory, signage, equipment, fixtures, and other construction costs; the required down payment is at least 25% of the total cost; the annual interest rate ranges from 8% up to 13.75%; and the loan term ranges from 5 up to 7 years. For Conversion Stores, the required down payment is at least 25% of the purchase price for new and existing franchisees and employees under the employee program; the annual interest rate ranges from 8% up to 13.75%; and the loan term ranges from 5 up to 7 years. We may require new and existing franchisees and employees qualifying for Conversion Store financing to obtain financial services from us as a condition to financing. See Item 8 for more details.

11. The expenditures for grand opening advertising may vary according to the type of franchise awarded. If you purchase an existing GNC Store, your expenditures may also vary depending upon the length of time the business has existed and its customer base. Regardless of the type of franchise awarded, we encourage you to promote your Store via grand opening advertising. **We may offer special incentives for grand opening advertising, which may be discontinued at any time without any notice to you.**
12. For a New Franchise Store, you must pay to us a fee of \$2,500 for non-stamped architectural drawings, GNC procurement and project management. For a Conversion Store, you will not pay this fee. This fee is mandatory and non-refundable once paid.
13. The cost of initial training is included in your franchise fee; however, you must pay for your lodging, travel and additional expenses incurred by traveling to Pittsburgh, Pennsylvania, where Phase II training is held. See Item 11 for a description of our training requirements.
14. The requirement for Additional Funds varies depending on the type and size of the Store you will open. This is the minimum amount of working capital we recommend you have on reserve to pay for the following: first month's rent, organizational costs, utility deposits, business licenses, insurance, replacement of inventory, POS maintenance fees, and salaries when you begin operations. This estimates your initial start up expenses. These expenses include payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level the Store reaches during the initial period. For example, business and worker's compensation insurance costs vary depending on the Store location in the United States and whether it is an urban or rural location. Business and worker's compensation insurance costs average approximately \$2,900 per year, but the range is from \$900 to \$10,000.
15. We generally do not approve prospective site submissions for franchises in enclosed malls with a total Gross Leaseable Area of more than 500,000 square feet, unless you are an existing franchisee opening a new Store inside your protected territory and we approve the location. We franchise open air strip shopping centers that meet our qualifications (See Item 12 for more information). You will need approximately 1,000 to 1,500 square feet for the Store. We may revise this estimate by amending the Franchise Operations Manual. The cost per square foot of commercial space varies considerably depending on the location and market conditions affecting commercial property. Based upon the experiences of our franchisees, we estimate the total lease rental cost to be \$10,021 to \$171,513 per year for a mall location, \$6,108 to \$171,513 per year for a strip center location, and \$28,994 to \$148,835 per year for a location in a "downtown" or "urban" area. Depending on lease requirements, you may have to pay a rental deposit when the lease begins, in addition to other occupancy costs, such as common area maintenance charges, real estate taxes, insurance, utilities, promotional fund charges, and merchant's association charges.
16. We have relied on the years of experience that we, our predecessors and affiliates have had in this business to compile these estimates. We have also relied on information we have obtained from our current franchisees. **The cost estimates given in this table are based upon corporate and franchised Stores that have been opened in strip center locations. The figures in this table are approximations only**, and may increase or decrease according to, but not limited to, such factors as whether you open your Store in an urban or rural area, whether the Store is in a mall or strip center location, whether the location is leased as-is or in vanilla shell condition, and how rapidly

you open your Store. In addition, your total cost will vary according to whether you are an employee, existing franchisee or new franchisee, and the type of franchise you are awarded.

As-is locations are sites which are leased in their present condition, i.e. "as-is." This might mean that the previous tenant has removed fixtures, etc. Vanilla shell locations are sites where the space may have been prepared by the landlord with electrical service, 2 x 4 light fixtures, 2 x 4 acoustical ceiling tiles, plumbing, drywall and HVAC. Thus, leasing a vanilla shell space will generally decrease your initial investment because the site is ready for the installation of fixtures, flooring, cashwrap and additional electrical items.

The total figures do not include compensation for your time or labor, nor do they take into account any finance charges or other costs which you may incur to finance all or any portion of your investment. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

17. From time to time, we may offer incentives that will alter the initial investment figures presented in this Item. **We reserve the right to alter or discontinue these incentives at any time without notice to you.**

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

REQUIRED PURCHASES AND LEASES

You must install and use in or about the Store only the equipment, furniture, fixtures, graphics, inventory, and other items (collectively "items") we prescribe or approve through the Manuals or otherwise in writing. You must comply with our minimum inventory requirements, and carry and offer for sale the quality and brand of vitamin and mineral supplements, including GNC Brand Supplements, and all other products which we may specify in the Manuals or otherwise in writing. You must not offer or sell any product of any kind or character without our express prior written consent. We may approve or disapprove items at any time and for any reason, and if a product is disapproved by us or any law, statute or regulation, you must discontinue that product (whether or not previously authorized by us) promptly, upon notice from us.

In evaluating products, among the many factors we may consider are a product's safety, specifications, consumer demand, efficacy, reputation, manufacturer, prominence in the market, competitive position, availability to all GNC Stores, price, profit margins, and competitiveness with other products we sell or approve. We also will consider whether a product fits within our current or potential marketing and merchandising programs and other business factors. **We have no duty or obligation to approve a product, even if it reasonably satisfies all of these criteria.**

The following is a list of items we require you to purchase either from us or approved suppliers in order to establish and/or operate your franchise:

Equipment. You must purchase from us a POS system (and related equipment and software), as well as equipment and related software for our POS Secure payment system. The package is custom designed to provide GNC Stores with computer assisted product ordering, receiving, transfers and replenishment, price look-up, new item setup, merchandise reporting, communication with us related to products and the provision of financial information, as well as assisting you in recording normal sales transactions. The current cost of the POS system is approximately \$5,000, and the

cost of the equipment and related software for our POS Secure payment system will be \$467 when that system is implemented by us (See Item 7, Note 4 for explanation). You must also purchase a computer and printer from a third-party vendor. We estimate the cost of a computer and printer to be \$1,000 to \$2,000 depending on the model. Our preferred approved vendor for computers is Dell Computers, which may offer you a discount. We do not receive any revenue or profit from this arrangement.

Inventory. You must purchase from us the products set forth in the current General Nutrition Center Inventory Plan. The Inventory Plan sets forth the required Store layout and design and provides for the types of products you must carry, including specific GNC and non-GNC brand products. You may also offer and sell any of the other lines of approved merchandise categories (which include vitamin and mineral supplements, sports nutrition products, herbs, health foods, natural cosmetics, diet products, physical fitness products and apparel and health management products and services). The Inventory Plan is subject to change periodically at our sole discretion (See Item 7).

We may require you to purchase any or all of the inventory for your Store, including GNC brand products and non-GNC brand products, exclusively from us. If you buy non-GNC brand products from us, we may derive income from your purchases. We also may allow you to purchase approved products from other suppliers and manufacturers we have approved in writing. We currently do not sell perishable goods. However, you may carry perishable goods with our prior written approval according to our guidelines for purchasing, storing, stocking and selling those goods. You may only purchase those food products which we have approved from suppliers and manufacturers approved by us. You must notify us of all perishable items which you stock by type and supplier or manufacturer. If we disapprove the items or the supplier or the manufacturer for any reason or no reason, we will notify you and you must immediately cease selling those items or purchasing goods from that supplier or manufacturer.

We are sometimes able to negotiate price reductions from third-party vendors of non-GNC-branded products. When we agree on a price reduction, we generally notify you in writing of the terms and conditions of receiving the reduction.

Store Construction. We will supervise the construction of your Store by a contractor approved by us, and you will be charged the actual construction costs. Included in the costs of Store construction are wiring, acoustical, ceiling and flooring materials, plumbing, electrical, HVAC, fixtures, drywall, shelving, graphics (interior signage and photos), decor items, exterior and interior signage, fixtures (wall units, cash wrap, gondolas, track lighting and accent lighting), and miscellaneous items (plexiglass sign holders, etc.). If you convert an existing corporate GNC Store to a franchised GNC Store, we will also charge you for the assets and/or goodwill of the Store (See Item 7). You may not install or permit others to install, without our prior written consent, any fixtures, furnishings, signs, equipment, or other improvements that we have not previously approved.

Construction Handling Fee. You must pay us this fee of \$2,500 if you purchase a new GNC Store. In exchange for this fee, we furnish you non-stamped architectural drawings, GNC procurement and project management.

Sublease. Generally, you must sublease your space from us. In special situations, we may grant you permission to lease your Store directly from the landlord.

Financial Services. We may (but are not obligated to) provide financial services to you. If we choose to provide financial services, you have the option whether or not to use them, unless required in connection with any financing program we offer. If we provide financial services, and you use them, the current cost is \$345 per month for your first Store, \$320 per month per additional Store (for Stores 2-5), and \$295 per month per additional Store (for Store 6 and each Store thereafter), provided that you will pay \$320 per month for each additional Store after the first Store if the additional Store has a different EIN number. These services may include, at our discretion, balance sheet preparation, profit and loss statements, cash flow statements, certain account analysis reports and third party provided payroll services. You must provide us with certain periodic financial information and reports in the form that we require. If we are providing the financial services, we reserve the right to discontinue any or all of them at any time for any reason. We further reserve the right to establish minimum enrollment periods. **We reserve the right to change any or all fees charged for financial services on an annual or more frequent basis.**

Business and Worker's Compensation Insurance. You must purchase and maintain, at your expense, adequate insurance coverage which meets the specifications outlined in your Franchise Agreement from an approved supplier. The insurance policy or policies must protect you, us and our affiliates and our and their officers, directors, partners, and employees, against any claims for loss, liability, personal injury, death, property damage, or any expense of your franchised business. Your insurance policy or policies must be written by an insurance company that has at least an "A" rating or that is otherwise approved by us in writing and must include the following minimum requirements: comprehensive general liability insurance, including product liability, contractual liability, personal injury, property damage, and independent contractor's coverage and auto owned, hired and non-owned vehicles of at least \$2,000,000 per occurrence and aggregate, or a primary policy of at least \$1,000,000 per occurrence and aggregate with an excess policy of at least \$1,000,000 per occurrence and aggregate, which names us and our affiliates as an additional insured in each policy. These policies will also apply to vehicles that you purchase in the name of your business, and will include fire legal liability insurance of at least \$250,000; any insurance coverage required by applicable law or by lease or other relevant contract in such requisite amounts and other terms and conditions, including workers' compensation and employers' liability insurance; fire, vandalism and extended coverage insurance with primary and excess limits not less than the full replacement value of the Store and its equipment, furniture, signs, inventory and fixtures; and business interruption insurance with limits equal to the greater of \$250,000 or 100% of your annual gross sales and naming us as an additional insured. Your lease or sublease may also impose certain insurance requirements upon you; the more restrictive language will apply (e.g., if higher limits are required by us than by the landlord for a certain type of insurance coverage, our limits will apply for that particular coverage). Your obligation to obtain and maintain these insurance policies will not be affected by any insurance which we may maintain for us or our affiliates.

After you obtain the required insurance, and on each policy renewal date, you must promptly give us evidence that you have obtained the required insurance and provide us with proof of payment and, if we request it, copies of all policies and policy amendments. The evidence of insurance must include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us.

If for any reason you fail to procure or maintain the insurance required, we will have the right and authority (but not the obligation) to immediately procure insurance and to charge you with the full cost of that insurance and up to \$500 per location for our reasonable expenses in acquiring the policy or policies. You must pay this amount immediately after we request it. Failure to timely procure and maintain the required insurance is a default under your Franchise Agreement.

GENESIS. We also require you to participate in the GENESIS program, which gives you free access to a secure web site that allows you to receive company news; communicate to company managers electronically; pose questions to us or our affiliates; search on-line libraries for information on products, pricing, marketing and operations; customize and print our newest camera-ready local marketing materials; participate in on-line business building sessions with us, other franchisees, and outside vendors; send messages and information to the Franchise Support Center; train your employees; and other functions which are currently being developed. We do not currently charge a fee for GENESIS, however, we reserve the right to charge a fee for GENESIS in the future. To participate in the program, you must have access to the Internet.

We estimate that the required purchases and leases described above represent approximately 95% of the cost of all purchases and leases by you of goods and services in establishing your franchised business. We estimate that your ongoing required purchases or leases required to operate the franchised business will represent approximately 100% of your total purchases or leases.

APPROVAL OF ALTERNATE SUPPLIERS

You must purchase or lease all equipment, inventory, fixtures, signage, and other products and materials required for the operation of your Store from us or suppliers (including distributors, manufacturers, and other sources) which we approve. We may require you to purchase any or all of the foregoing items exclusively from us, in our sole discretion. None of our officers owns an interest in any of our approved third-party suppliers. We may approve or disapprove any supplier (including proposed or existing suppliers) at any time for any reason.

In evaluating a supplier or proposed supplier, among the many factors we may consider are the criteria we use to evaluate products; the supplier's financial capacity; the supplier's ability and willingness to supply all GNC Stores and provide indemnification and insurance to protect us and our franchisees against claims; the quality of its production facilities; frequency of deliveries; reputation; competitive position vis-à-vis us and our affiliates; the number and type of claims made against the supplier; its willingness to promote and support us and our franchisees and other business factors. We have no duty or obligation to approve a supplier or to continue to approve a supplier even if the supplier satisfies all of these criteria.

In evaluating products from third party suppliers, among the many factors we may consider are a product's safety, specifications, consumer demand, efficacy, prominence in the market, competitive position, availability to all GNC Stores, price, profit margin and competitiveness with other products we sell or approve. We have no duty or obligation to approve a product or to continue to approve a product, even if it reasonably satisfies all of these criteria.

If you desire to purchase any items from a then-unapproved supplier, you may submit to us a written request for approval. We may condition our consideration of a supplier upon, among other things, our representatives personally inspecting the proposed supplier's facilities and upon our testing samples of the product supplied by the proposed supplier. We may impose a charge to test or inspect the products and the proposed suppliers' facilities. We reserve the right to grant and to revoke our approval of any supplier or any product at any time for any reason.

ISSUANCE AND MODIFICATION OF SPECIFICATIONS

To ensure a uniform image and uniform quality of products and services throughout the GNC System, you must strictly conform to our currently or later prescribed methods, standards, and specifications. We formulate standards and specifications based upon what we, in our subjective opinion,

determine is best to further our mission statement. Our methods, standards and specifications are found in the Manuals or otherwise in writing and are issued to our franchisees and subfranchisors and, as applicable, to our approved suppliers. You must not use or sell products, materials, fixtures, equipment, supplies, forms, and other items which we either have not expressly approved in writing or which do not conform to our written standards and specifications.

In your franchised GNC Store you must maintain the minimum inventory of products we publish in the Manuals or otherwise in writing at all times, which may be modified by us from time to time in writing.

REVENUE DERIVED FROM REQUIRED PURCHASES OR LEASES

We and our affiliates will derive revenues or other material consideration as a result of required purchases or leases by franchisees. If you convert a GNC Store owned by us to a franchised GNC Store, we will sell you the Store at net book value plus a mark-up. In addition, we may sell you GNC brand products manufactured by us at a marked-up price. If you qualify, we may also offer you the option to finance inventory, fixtures, signage, equipment, and other construction costs by executing a promissory note in the form attached as Exhibit I, for which we charge interest. (*See also* Item 10.) This financing arrangement is a service, and so is not defined as revenue according to U.S. generally accepted accounting principles. We negotiate group arrangements for business services such as health insurance and bank credit-card processing and make those arrangements available to you to contract directly with the provider if you so choose; however, we derive no profit from those arrangements. Neither we nor our affiliates receive payments from suppliers or manufacturers on account of transactions with franchisees. We reserve the right to enter into arrangements from which we or our affiliates derive income based upon purchases or leases from franchisees and to use any payments, discounts or other amounts received by us from suppliers, lessors or other parties in connection with those arrangements without restriction. We are not required to give you an accounting of those payments, discounts or other amounts or to share the benefit of them with you or other franchisees. Any such amounts and benefits shall be kept by us as compensation for locating and negotiating with suppliers for you and other franchisees. We do not provide material benefits to franchisees (for example, renewal of existing franchises or granting of additional franchises) based on their use of designated or approved suppliers. There are currently no purchasing or distribution cooperatives within our franchise system.

As included in our parent company's audited financial statements attached as Exhibit P-2, the total revenue of the franchisor in the fiscal year ending December 31, 2015 was \$458,335,924, and was \$445,109,581 excluding China. The following is the franchisor's revenue derived from required purchases and leases by franchisees in the fiscal year ending December 31, 2015: \$379,788,883 from the sale of inventory products (net), which was 85.32% of total annual revenue; \$795,427 from the sale of fixtures and graphics and construction handling fees, which was 0.18% of total annual revenue; \$6,209,425 from franchisee fees, which was 1.40% of total annual revenue; \$7,571,028 from the conversion of company-owned Stores to franchised Stores, which was 1.70% of total annual revenue; \$1,100,616 from interest charged on promissory notes, which was 0.25% of total annual revenue; and \$43,568,780 from rent charged on franchisee Store subleases, which was 9.79% of total annual revenue. Except for total revenue, these figures were derived from internal accounting records. In addition, for the fiscal year ending December 31, 2015, an affiliate of the franchisor derived revenues of \$1,326,314 from financial services provided to franchisees. These figures were derived from that affiliate's internal accounting records.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in franchise or other agreements	Disclosure document item
a. Site selection and acquisition/lease	Sections 6 and 7 and Attachment A – Direct Lease Program Addendum, Franchise Agreement; Sublease; Sections 6 and 7, Development Agreement	Items 6, 7, 8 and 11
b. Pre-opening purchases/leases	Sections 4.A., 5, 6, 7, 8, and 9, Franchise Agreement; Sublease; Asset Purchase Agreement; Product Sales Agreement; Sections 6 and 7, Development Agreement	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 5 and 6, Franchise Agreement; Section 2.1, 5, 6 and 7, Development Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Section 10, Franchise Agreement	Items 7, 11 and 15
e. Opening	Sections 2.A. and 5, Franchise Agreement; Section 5, Development Agreement	Items 7 and 11
f. Fees	Sections 4, 6.F., 8, 16.E., 18.B.(ii)(1), and 19.F., Franchise Agreement; Section 2, Sublease; Sections 4 and 11.3(ix), Development Agreement	Items 5 and 6
g. Compliance with standards and policies/operating manuals	Sections 12 and 15, Franchise Agreement; Section 9, Development Agreement	Items 8, 11, 14 and 16
h. Trademarks and proprietary information	Sections 14, 15 and 22.C, Franchise Agreement; Section 4, P.O.S. Program License Agreement; Section 10, Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 12.B and 12.H, Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 12.J.&K. and 17.D, Franchise Agreement	Item 11
k. Territorial development and sales quotas	Sections 1, 2 and 5, Development Agreement	Items 1, 5, 6 and 12
l. Ongoing product/service purchases	Sections 12.B and 12.H(i), Franchise Agreement	Item 8

m. Maintenance, appearance, and remodeling requirements	Sections 12.E, 12.F, 19.B and 21.E, Franchise Agreement; Section 7, Development Agreement	Items 7, 11 and 17
n. Insurance	Section 9, Franchise Agreement	Items 6, 7 and 8
o. Advertising	Sections 4.D and 17, Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 23.D, Franchise Agreement; Section 5, Asset Purchase and Sale Agreement; Section 4, Sublease	Item 6
q. Owner's participation/management/staffing	Section 12.D and 12.K, Franchise Agreement	Items 11 and 15
r. Records and reports	Section 16, Franchise Agreement	Item 6
s. Inspections and audits	Sections 12.I and 16.D, Franchise Agreement	Items 6 and 11
t. Transfer	Section 18, Franchise Agreement; Section 11, Development Agreement	Items 6 and 17
u. Renewal	Section 19, Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 21, Franchise Agreement; Section 9, P.O.S. Program License Agreement; Section 12, Development Agreement	Item 17
w. Non-competition covenants	Section 22 and Attachment C, Franchise Agreement; Section 13, Development Agreement	Item 17
x. Dispute resolution	Section 29, Franchise Agreement; Section 20, Development Agreement	Item 17
y. Other--POS registers, computer and printer and financial services	Sections 12.H(ii) and 16.E, Franchise Agreement	Item 17

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ITEM 10
FINANCING

We or our affiliates may offer financing for inventory, fixtures, signage, equipment, and other construction costs in connection with a new franchise location, as well as for replacements of equipment, fixtures and inventory during the term of the Franchise Agreement. However, we generally do not offer any such direct financing, and any such financing would occur on a case-by-case basis and in our sole discretion. (See Item 7, and Exhibits G, I and J to this Disclosure Document). Before selecting a financing program, we would seek to qualify you according to a number of factors, including, but not limited to, creditworthiness. We reserve the right to refuse financing to you, even if you qualify, at our sole discretion. We will not finance ongoing Store operations, nor do we finance any new or existing franchisees that purchase existing franchised Stores.

PROMISSORY NOTES

If you desire to finance your equipment, signage, fixtures, and/or inventory purchase, and such financing is available directly from us (in our sole discretion) and you qualify, you would be required to complete Exhibit I, "Equipment and Inventory Promissory Note." The terms of the Promissory Note may vary with respect to the amount financed, the due date, and the monthly payments. Our standard Promissory Note provides that the principal balance of the note is due on our demand, but if not sooner demanded, is to be repaid in 60 up to 84 monthly installments at an annual interest rate ranging from 8% up to 13.75%. See the table at the end of this Item 10 for important terms regarding the financing arrangement. Your interest rate, loan term and down payment amounts may change according to current promotional programs. We reserve the right to change the offered interest rate, loan term and down payment amounts at any time after written notice to you. We will file a UCC-1 financing statement upon execution of the note, giving us a first position security interest in the inventory, fixtures, and equipment (See Product Sales Agreement, Section 2 and Exhibit G, Purchase Money Security Agreement, Section 2). We also require a personal guarantee to be signed by you and your spouse or by all the principals of your business and their spouses as we deem necessary for adequate security (See Section 5.B, Franchise Agreement, and Guarantee). If you do not pay the installments under the Promissory Note on time, we can require you to pay the entire debt and all accrued interest and late charges on demand, present the Promissory Note to a court in Pennsylvania at any time and have the court declare that you must immediately pay the entire amount of the outstanding balance, repossess your goods, terminate your Franchise Agreement, and/or require you to pay for our court costs and attorneys' fees if we have to institute a collection action against you. (See Exhibit I, Equipment and Inventory Promissory Note, "Default", "Collection Costs" and "Confession of Judgment"; Exhibit J, Purchase Money Security Agreement, Section 10; Exhibit G, Product Sales Agreement, Section 4; and Exhibit E, Franchise Agreement, Section 20.B(xi)).

ADDITIONAL FINANCING AGREEMENTS

If you sign a Promissory Note, you must also sign the Purchase Money Security Agreement in Exhibit J of this Disclosure Document to secure timely payments under the Promissory Note. This Agreement gives us a first lien on certain assets of any of your GNC franchised Stores (See Exhibit J, Purchase Money Security Agreement, Section 2). Certain provisions of this Agreement allow us to take possession of your Store or Stores without court intervention, if allowed by your state laws, if you do not timely make the required payments under your Promissory Note (See Exhibit J, Purchase Money Security Agreement, Section 10). You will also sign the Product Sales Agreement in the form attached as Exhibit G when you make inventory purchases from us on credit. This gives us a first lien on that inventory, fixtures and equipment (See Product Sales Agreement, Section 2). If you purchase an existing GNC location from us, you must sign the Asset Purchase and Sale Agreement in the form attached as Exhibit H. This Agreement

will set forth the terms for acquiring equipment, signage, fixtures and/or inventory included in the purchase of the Store.

SUBORDINATION

If you request us to subordinate our security interest in your fixtures, equipment and inventory as outlined in the Promissory Note, Product Sales Agreement and Purchase Money Security Agreement, and we approve, we will require you to sign the Subordination Agreement attached in Exhibit R of this Disclosure Document. In addition to requiring you to sign the Subordination Agreement, we may also lower your credit limit to 50% of your current limit and if you elect, exempt you from GNFS. The decision to subordinate our interest is subject to our sole discretion, and we may not agree. (See Items 6, 8 and 10 and “Revolving Credit Line” below for more information.)

REVOLVING CREDIT LINE

We may in our sole discretion extend credit to qualified franchisees for the purchase of inventory. The amount of credit you would receive is based upon your creditworthiness as evaluated by us at our sole discretion and whether or not we have subordinated our security interest in your fixtures, furniture, equipment or inventory. *We reserve the right to adjust or terminate your credit at any time at our sole discretion.* In addition, we reserve the right to place a “credit hold” on product orders which exceed your credit limit, which may result in a delay of the processing of your product order. Furthermore, once the credit limit is reached, or if you are placed on credit hold, subsequent product orders may require payment on a “cash-in-advance” basis. In addition, if you qualify for this program, you must sign the Product Sales Agreement in the form attached as Exhibit G. We will file a UCC financing statement upon execution of the Product Sales Agreement, giving us a first position security interest in the fixtures, equipment and goods. (Product Sales Agreement, Section 2). If you do not pay for your product purchases timely, we can terminate your Franchise Agreement. (Franchise Agreement, Section 20.B(xi)).

SUBLEASE

Generally, you will sublease your location from us. A standard sublease is located in Exhibit K of this Disclosure Document. However, the precise terms of our standard sublease in Exhibit K will vary depending on the size and location of the premises. Depending upon the type of Store you franchise, e.g., a New Franchise Store or a Conversion Store, the term of the sublease is generally 5 years with one option to renew for 5 years. Most leases require us to notify the landlord in the fourth lease year whether we will renew the lease. Although the renewal option may only be exercised by us, before we decide whether to renew the lease, we will ask you if you wish us to extend the lease. You must promptly respond to our notice. If you do not wish to renew, or do not promptly respond prior to the time specified in our notice to you, we may allow the lease to expire, which will cause your sublease and Franchise Agreement to expire on the same date. However, if you are in default under the Franchise Agreement, or if your Store is not breaking even, i.e., your sales do not cover all costs (See Item 12), we will not renew your sublease, and your sublease and Franchise Agreement will expire on the same date. We will not unreasonably withhold our consent to renew the sublease if you meet the above criteria, or any other criteria established by us in the future in our sole discretion. Upon expiration, at our option, you must vacate the premises and de-identify your Store. (Franchise Agreement, Section 21.E). You will not receive a refund of the initial franchise fee or any other fees paid to us or our affiliates upon expiration of your sublease and Franchise Agreement. (Franchise Agreement, Section 21.L). Although you may not wish to renew the sublease or do not timely respond to our request regarding your desire to renew, we may, in our sole discretion, renew the lease and operate the location. If we decide to operate the location, we may, in our sole discretion, purchase any or all of your fixtures, equipment and inventory as described in your Franchise Agreement. (Franchise Agreement, Section 21.I). Finally, in some cases, the landlord for the location may offer a lease termination

arrangement to terminate the overlease and lease your space to another tenant. Although this option may only be exercised by us, before we decide whether to terminate or accept a buyout, if available, we will ask you whether you wish to terminate or accept the buyout. We may, or may not, pass on the full amount of the buyout to you.

The cost per square foot of commercial space varies considerably depending on the location and market conditions affecting commercial property. Based upon the experiences of our franchisees, we estimate the total lease rental cost to be \$10,021 to \$171,513 per year for a mall location, \$6,108 to \$171,513 per year for a strip center location, and \$28,994 to \$148,835 per year for a location in a “downtown” or “urban” area. Depending on lease requirements, you may have to pay a rental deposit when the lease begins, in addition to other occupancy costs, such as common area maintenance charges, real estate taxes, insurance, utilities, promotional fund charges, and merchant’s association charges. The only other security we require is a personal guarantee of the sublease by you and any person or company who signs or guarantees the Franchise Agreement. The sublease can be prepaid without penalty at any time during its term. If you do not make your rent payment on time, we have the right to collect the unpaid rent plus 1.5% interest per month on the overdue amount, repossess the premises, accelerate rent due under the sublease, and terminate your sublease and Franchise Agreement. (Sublease, Sections 2.D and 14 and Franchise Agreement, Section 20.B(xi)). We can also obtain court costs and attorneys’ fees if a collection action is necessary. (Sublease, Section 14). If your sublease is terminated, we have an immediate right of re-entry, and may remove all persons, personnel and property from the premises. (Sublease, Section 14). In addition, immediately upon termination, all amounts you owe us are immediately due and payable. (Sublease, Section 14). We also reserve the right to purchase your fixtures, furniture and equipment for their depreciated value, your unexpired inventory purchased from us or our affiliates at cost, and any inventory purchased from a third party vendor for a pre-determined value as may determined by us from time to time for categories of products. (Franchise Agreement, Section 21.I). We reserve the right to refuse to purchase these items, and thus to credit you for them, in our sole discretion.

If you elect to participate in the Direct Lease Program and we approve your participation (See Item 11), you must have a provision in the lease which grants GNC the first option to assume the lease if you default; a provision which allows us to enter and take possession of any fixtures, furniture, equipment and inventory in which we have a security interest; and a provision which prohibits you from subletting or assigning the lease. In addition, the Premises must be delivered asbestos-free, and there can be no radius restriction in the lease. (Attachment A to Franchise Agreement, “Direct Lease Program Addendum”, Section I.C.1). We do not require any other security; however, it is likely that the landlord for your location will require you to personally guarantee the lease.

GUARANTEES

We require all of our franchisees and their spouses to personally guarantee that any and all amounts due and owing to us or our affiliates will be paid in accordance with the terms disclosed in our Franchise Agreement and, if applicable, Promissory Note, sublease and other agreements between the franchisee and us or our affiliates, as we deem necessary for adequate security. If you are not an individual, all principals of your organization (i.e. persons or partners who sign the Franchise Agreement and in the case of a corporation, partnership or limited liability company, the shareholders, partners, managers or members of that organization) and their spouses, must sign the Guarantee presented at the end of the Franchise Agreement as Attachment F, as we deem necessary for adequate security. This is a personal guarantee of the obligations under the Franchise Agreement, sublease and, if applicable, our standard Promissory Note in Exhibit I and all other agreements between you and us or our affiliates. This Guarantee gives us the right to collect any amounts due us or our affiliates from you personally. Neither we nor our affiliates guarantee any notes, leases or other obligations you may have with a third party. If the landlord on the lease requires

it, we will guarantee the lease, but not the sublease. If you participate in the Direct Lease Program (See Item 11), neither we, nor our affiliates, will guarantee your lease.

WAIVER OF DEFENSES

You waive your rights to notice of default in any payment and collection action and to assert any defenses to collection against us (See Promissory Note, “Certain Waivers”). The Franchise Agreement, Product Sales Agreement, Equipment and Inventory Promissory Note, Purchase Money Security Agreement, and Asset Purchase and Sale Agreement all contain a provision in which you waive the defense of *forum non conveniens*, that is, the claim that the court in which the action is brought is inconvenient or inappropriate, and your right to a jury trial (See Exhibit I, Equipment and Inventory Promissory Note, “Forum Selection” and “Waiver of Jury Trial”; Exhibit J, Purchase Money Security Agreement, Sections 18 and 19; Product Sales Agreement, Sections 7 and 8; Franchise Agreement, Sections 29.D and 29.E; and Exhibit H, Asset Purchase and Sale Agreement, Section 13.3). Generally, you have the right to a jury trial in civil litigation. The laws of certain states do not permit you to waive your right to a jury trial. Except as disclosed in this Item 10, we do not offer financing that requires you to waive notice, confess judgment or waive a defense against us.

OTHER FINANCING INFORMATION

We are unable to estimate whether you will be able to obtain financing for all or any part of your investment. If you obtain financing other than what is offered by us, we cannot predict the terms of that financing. Furthermore, whether you obtain financing from us is dependent upon whether you qualify. We reserve the right to refuse financing at our sole discretion.

We have not yet nor do we presently intend to transfer, assign, discount, or sell to a third party any Promissory Note, any portion of a Promissory Note or other payment obligation executed by any franchisee. However, we reserve the right to do so in the future under terms that we have not yet determined. We will determine the terms of any assignment. If we do decide to sell or assign any Promissory Note or portion thereof or any other payment obligation executed by any franchisee, that franchisee may lose all its defenses against us as a result of the sale or assignment.

We do not receive direct or indirect payments for placing financing. If you do not finance through us or our affiliate, or if you do not qualify under our financing program, we may recommend that you contact certain lenders who may be able to offer you financing. If you finance through a third party, it may request you to personally guarantee the loan, and if you do not make timely payments, it may be able to accelerate your loan, confess judgment on your loan, remove your equipment, and/or charge you liquidated damages. We do not receive any compensation or fee from any third party lender. We do not guarantee your obligations to third parties.

We reserve the right to offer special incentive programs at any time in the future which may decrease any of the fees listed in Item 6 and/or the cost of signage, fixtures, other construction, opening inventory, initial promotional materials, or the construction handling fee, thus decreasing your initial investment and the amount you finance, if any (See Item 7 and Note 10 below). Generally, these incentive programs will be conditioned upon you executing a Franchise Agreement or opening your Store by a specified date. In addition, these incentive programs are usually only available for newly constructed Stores or in specified markets which we determine at our sole discretion, not for conversions or existing Stores. We may offer or discontinue these programs at any time without notice to you.

Franchisees of the GNC System may be eligible for expedited and streamlined SBA loan processing through the SBA’s Franchise Registry Program, www.franchiseregistry.com. However, to the extent

that the SBA requires as a condition to any loan that we subordinate our interests to theirs, our decision to do so is in our sole discretion, and we may not agree.

	New Franchisee New Franchise Store (Note 9)	New Franchisee Conversion Store (Note 9)	Existing Franchisee New Franchise Store (Note 9)	Existing Franchisee Conversion Store (Note 9)	Employee New Franchise Store	Employee Conversion Store
Down Payment on Inventory, Equipment, Signage, Fixtures and Other Construction Costs	At least 25% of the total cost of the opening inventory, equipment, signage, fixtures and other construction costs (Note 4)	At least 25% of the purchase price	At least 25% of the total cost of the opening inventory, equipment, signage, fixtures and other construction costs (Note 4)	At least 25% of the purchase price	At least 25% of the total cost of the opening inventory, equipment, signage, fixtures and other construction costs (Note 4)	At least 25% of the purchase price
Discount on Opening Inventory	0%	5% (Note 6)	0%	5% (Note 6)	5% (Note 6)	5% (Note 6)
Amount Financed	Up to 75% of the total cost of the opening inventory, equipment, signage, fixtures and other construction costs (Note 4)	Up to 75% of the purchase price	Up to 75% of the total cost of the opening inventory, equipment, signage, fixtures and other construction costs (Note 4)	Up to 75% of the purchase price	Up to 75% of the total cost of the opening inventory, equipment, signage, fixtures and other construction costs (Note 4)	Up to 75% of the purchase price
Interest Rate	8% - 13.75%	8% - 13.75%	8% - 13.75%	8% - 13.75%	8% - 13.75%	8% - 13.75%
Loan Term (yrs.) (Note 5)	5 – 7 (Note 5)	5 – 7 (Note 5)	5 – 7 (Note 5)	5 – 7 (Note 5)	5 – 7 (Note 5)	5 – 7 (Note 5)
Prepay Penalty	Note 1	Note 1	Note 1	Note 1	Note 1	Note 1
Security Required	Note 2	Note 2	Note 2	Note 2	Note 2	Note 2
Liability Upon Default	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3

	New Franchisee New Franchise Store (Note 9)	New Franchisee Conversion Store (Note 9)	Existing Franchisee New Franchise Store (Note 9)	Existing Franchisee Conversion Store (Note 9)	Employee New Franchise Store	Employee Conversion Store
Loss of Legal Rights Upon Default	Note 3	Note 3	Note 3	Note 3	Note 3	Note 3

NOTES:

The figures listed in this table are approximations only. Your monthly payments will vary according to the amount of the note, and costs of equipment, fixtures, signage and other construction costs. The offered interest rates, loan term and down payments listed in this table may change at any time after notice to you.

1. You can pre-pay the loan without penalty.
2. The security required for a loan is certain assets of the Store and of all your existing GNC Stores, as well as personal guarantees. See “Promissory Notes,” “Additional Financing Agreements,” and “Guarantees” sections in this Item 10.
3. If you default on any loan for your GNC Store, we can accelerate the loan and require you to pay on demand the entire amount due, including accrued interest and late charges. You may also lose the Store and all related franchise rights, including all existing GNC Stores cross-collateralized under a Security Agreement and their related franchise rights. We may also seek court costs and attorneys’ fees. Furthermore, you waive notice of a judgment and the defense of forum non conveniens. (See Exhibit I, Equipment and Inventory Promissory Note, “Certain Waivers”, “Default”, “Forum Selection”, “Collection Costs” and “Confession of Judgment”; Exhibit J, Purchase Money Security Agreement, Sections 10 and 18; Exhibit G, Product Sales Agreement, Sections 4 and 7; and Exhibit E, Franchise Agreement, Sections 20.B(xi) and 29.D). See also “Promissory Notes,” “Additional Financing Agreements,” and “Guarantees” sections in this Item 10 for more information.
4. You must pay as a down payment at least 25% of the total cost of the opening inventory, signage, equipment, fixtures, and other construction costs. The balance of these costs (i.e., the remaining amount, up to 75%) will be the amount that we finance. See Item 7 for information on estimated costs for opening inventory, signage, equipment, fixtures, and other construction costs.
5. Our standard Promissory Note provides that the principal balance of the note is due on our demand, but if not sooner demanded, is to be repaid in 60 up to 84 monthly installments at an annual interest rate ranging from 8% up to 13.75% interest.
6. If you franchise a Conversion Store, we will credit your Store 5% of your initial inventory purchase, and if you are an employee of ours and franchise a New Franchise Store, we will credit your Store 5% of your initial inventory purchase. The finance amounts and monthly payments given for employees include this discount.

7. All down payments are due at the earlier of closing on your promissory note(s), a minimum of 4 weeks prior to the opening of your Store, or the release of opening inventory for shipment.
8. All promissory notes must be fully executed prior to your Store opening date or we expressly reserve the right to refuse to release any opening inventory for shipment to your Store.
9. We reserve the right to offer special incentive programs at any time which may decrease the financing terms or amounts described in this Item. Generally, these incentive programs will be conditioned upon you executing a Franchise Agreement or opening your Store by a specified date and may only be available for specific Stores or in specified markets which we determine at our sole discretion. We may alter or discontinue these programs at any time at our sole discretion without notice to you. The employee incentive program may not be combined with any other incentive offer unless otherwise indicated by us in writing and may be discontinued at any time at our sole discretion without any notice to you. *See* Items 5, 6 and 7 for more details. Furthermore, if you have executed a Franchise Agreement before the dates specified for the incentive programs, acquired a GNC location from an existing franchisee via a transfer, or are renewing an existing Franchise Agreement, you are not eligible to receive the incentive program unless otherwise indicated by us in writing.

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ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance. These disclosures apply to New Franchise Stores and Conversion Stores that are franchised by new or existing franchisees or our employees. All citations of section numbers throughout this Item 11 are references to the Franchise Agreement unless otherwise noted.

OBLIGATIONS WE MUST MEET BEFORE YOU OPEN

Before you open your GNC Store, we will:

- 1) Designate your protected territory, if any. (Franchise Agreement - Selected Term Summary)
- 2) Assist you in selecting a business site. Your site must be at least 850 square feet in area. The site must be approved by us. (Franchise Agreement - Section 6)
- 3) Prior to the end of the Pre-Opening Period, assist you in negotiating the lease of a location for your Store. (Franchise Agreement - Section 7) If you lease directly from the landlord, you are responsible for all costs associated with lease negotiations and lease review. We may require that you sublease the location from us on a form that we prescribe. If we do not require you to sublease the location from us, you will lease your Store from the landlord. We do not guarantee any territorial or other protections under the lease or sublease. (Franchise Agreement - Section 7)
- 4) Provide you with standard specifications for a typical Store, including fixtures, furnishings, equipment, supplies, forms, inventory, and signs; and where applicable, furnish specifications for exterior work and renovation. (Franchise Agreement - Section 13.A) We reserve the right to charge you a fee for these specifications.
- 5) Generally, we will construct your Store for you at your expense (including a \$2,500 Construction Handling Fee for New Franchise Stores), and provide you with inventory, fixtures, signage and equipment for your Store at your expense. (Franchise Agreement – Section 8 and Development Agreement – Section 7) We reserve the right to decline to construct the Store and require you to construct the Store.
- 6) Train you and one other person in our franchise training program. (Franchise Agreement - Section 10.) (See below for a discussion of our training program.)
- 7) Provide you with an initial set of accounting and other administrative forms. (Franchise Agreement - Section 13.C)
- 8) Provide you, on loan, one copy of our Manuals. (Franchise Agreement - Section 13.E) These Manuals contain mandatory and suggested specifications, standards, and procedures. These Manuals are confidential and remain our property. We may modify these Manuals, and you must comply immediately with any modifications (unless we allow a longer time to comply). (Franchise Agreement – Section 15) The table of contents of the Franchise Operations Manual is in Exhibit C.

9) For Development Agreements, grant you the right to open a specific number of franchised Stores within a specific geographic area within a specified timeframe, and enter into a Franchise Agreement for each location developed by you. (Development Agreement – Section 1)

10) For Development Agreements, furnish to you site selection guidelines, including Franchisor's minimum standards for locations for the GNC Stores, and such site selection counseling and assistance as we may deem advisable, and such on-site evaluations as we may deem advisable in response to your requests for site approval. (Development Agreement – Section 8.1)

OBLIGATIONS WE MUST MEET WHILE YOU OPERATE YOUR FRANCHISE

During the operation of your GNC Store, we will:

- 1) Make available to you standard specifications for fixtures, furnishings and signs necessary to operate a typical Store. (Franchise Agreement - Section 13.A)
- 2) Make available at your expense additional training programs and refresher courses that we decide are appropriate. (Franchise Agreement - Section 13.B)
- 3) Periodically prepare and offer to you advertising and promotional materials for the Store. (Franchise Agreement - Section 17.C) You must pay for these advertising and promotional materials.
- 4) Make available to you accounting and other administrative forms at your expense. (Franchise Agreement - Section 13.C). We may (but are not obligated to) provide monthly financial services at your expense. (Franchise Agreement - Section 16.E)
- 5) Provide initial and continuing advisory assistance to assist you in operating the Store, including periodic advice and materials on new sales and marketing developments and operational techniques, and periodic newsletters and bulletins regarding the System. (Franchise Agreement - Section 13.D) You must permit us or our agents to enter your Store at any reasonable time to conduct inspections. (Franchise Agreement - Section 12.I)
- 6) Review and approve advertising which you have submitted to us. (Franchise Agreement - Section 17.F)

ADVERTISING

For regional and national media coverage, we direct all advertising, promotional and marketing programs, and make all decisions regarding concepts, materials and media. We create and conduct television, radio and print advertising campaigns. We create and distribute the materials you will use for advertising, conduct market research, organize public relations activities, and employ advertising agencies and consultants.

We must approve in writing any advertising or marketing activities that you conduct or which are conducted on your behalf. You must use only advertising materials prepared by us, or materials which have been approved by us if we have not prepared them. If you do not receive written approval from us within 30 days after we receive the materials, those materials are deemed disapproved.

We have not formed a national advertising council or cooperative to advise us on advertising policies. If one is formed, we will have the power to select and approve the members and to form, change

or dissolve the advertising council or cooperative. All franchisees contribute to the National Advertising and Promotional Fund (the “Fund”). GNC Stores owned and operated by us do not contribute on a Store-by-Store basis; however, we or our affiliates may in our sole discretion elect to contribute to the Fund. Your national advertising contribution is currently 3% of your gross sales.

We are not required to spend a certain amount of the Fund on advertising in any particular area located near you, nor to make expenditures for any franchisee in proportion to its contribution to the Fund, nor to ensure that any franchisee benefits directly or pro rata from expenditures by the Fund. We may prepare an unaudited annual report of the operations and expenditures of the Fund as shown on the books of the Fund at our sole discretion, and if that report is prepared, we will make it available to you.

For fiscal year 2015, the percentage of Fund contributions were spent as follows:

Production*	7.01%
Media placement	43.95%
Other Marketing	37.85%
Merchandising	11.18%
Total	100%**

*Production costs are combined within each category. The “Production” category only includes the cost for producing TV, radio, print, brand videos and other advertising. However, there are production costs associated with other types of advertising as well (e.g., in-store signage, direct mail and packaging), and these costs would be included within the other line items.

**Our franchisees currently pay 3% of their gross sales to us (although we reserve the right to increase or decrease this fee from time to time on thirty (30) days’ prior written notice to franchisees, from which we deduct our administration costs. We spend the money collected for the Fund for media, direct marketing, in-store marketing, events and promotions and public relations. The Fund is also used for other marketing programs like updating packaging and conducting market research studies. We do not use the Fund to solicit new franchisees.

COMPUTER HARDWARE AND SOFTWARE

POS System

You must purchase a POS system, which includes related equipment and software, from us. The POS system will keep track of sales, transmit that information to us and gather and summarize data which will allow sales and cost data to be tabulated and reported to us. We will have independent and unlimited access to this information and data. (See Item 8) The POS system includes intelligent terminals (or other equipment as we may designate), cash drawers, cabling, scanner, pin pad, and power conditioners. You must also purchase from us equipment and related software for our POS Secure payment system when we implement this system.

The current cost of the POS system is approximately \$5,000, and the cost of the equipment and software for our POS Secure payment system will be \$467 when that system is implemented (See Item 7). The price given does not include tax or shipping charges.

You are obligated to maintain and upgrade or update hardware and software during the term of the franchise, but we cannot estimate or specify the frequency of these updates. The Franchise Agreement does

not limit the frequency or cost of this obligation. You will be charged maintenance fees to cover the costs of supporting the system. Maintenance fees cover the actual costs for maintenance of the system. We derive no profit from maintenance fees. Your cost for maintaining the POS system is approximately \$51 per month for the first year and \$73.68 (estimated) for the second year. If you have two POS registers, you will pay an additional \$22.68 per month after the first year. Maintenance fees for POS communications are currently \$165 per month (without Internet) and \$233.33 per month (with Internet). Maintenance fees for our POS Secure payment system will be \$13.50 per month when that system is implemented by us. Each year, costs relating to the POS system are subject to re-evaluation in order to determine your monthly POS maintenance fees. The costs covered by the monthly fees include POS help desk personnel; franchise 800 line; nightly polling; hot spare maintenance; software maintenance fees; and documentation and communication costs of system upgrades and enhancements. **We reserve the right to change any or all of these fees on an annual or more frequent basis.**

You must sign the P.O.S. License Agreement for the POS system in Exhibit M. The POS system is proprietary, and you may not copy, modify or transfer the program in whole or in part. Furthermore, because of its proprietary nature, upon termination or expiration of your Franchise Agreement, you must return the POS system and POS Secure system payment equipment to us, and we will credit your account for its depreciated value. (*See also* Items 6, 7, 8 and 9 for additional information regarding POS.)

Computer and Printer

We require you to purchase or lease a computer and printer from a third party vendor. The computer will allow you to access our GENESIS intranet site. The computer must be capable of handling the internet, with the minimum suggested specifications of a 1.6 Ghz dual core processor and 2 GB of RAM. You will also need an operating system such as Windows XP or higher and a broadband (DSL or Cable) internet service provider (ISP).

GENESIS

We also require you to participate in the GENESIS program regardless of the type of franchise you require. GENESIS gives you free access to a secure web site that allows you to access our confidential Manuals, receive company news and special notifications; communicate to company managers electronically; pose questions to us or our affiliates; search on-line libraries for information on products, pricing, marketing and operations; customize and print our newest camera-ready local marketing materials; participate in on-line business building sessions with us, other franchisees, and outside vendors; send messages and information to the Franchise Support Center; train your employees; and other functions which we may develop from time to time. We do not currently charge a fee for GENESIS, but you must have access to the Internet to participate in the program. We reserve the right to charge a fee for GENESIS at any time in the future upon notice to you. We reserve the right to offer special incentives to GENESIS participants from time to time.

SITE SELECTION

The procedure for selecting the site of your New Franchise Store or Conversion Store will vary depending upon whether you sublease your location from us or lease your location directly from a landlord. If you sublease your site from us, which we require if you are acquiring a Conversion Store from us, you must follow the procedures under the "Subleasing Program" section below. If we permit you to lease your site directly from the landlord, you must follow the procedures under the "Direct Leasing Program" section below.

Subleasing Program

If you sublease your site from us, before you sign your Franchise Agreement, GNC will make available to you a list of “inventory” GNC Store locations from which you may select a site. An inventory location is a site which we have approved as a potential franchise location and for which we have negotiated a lease. We evaluate potential inventory locations according to a number of factors including, but not limited to, proximity to existing GNC locations, visibility, ease of accessibility, road systems, highways, and natural terrain. The list of inventory locations is subject to change, without any notice to you in our sole discretion.

You may also propose a site for our consideration. However, we reserve the right to approve or disapprove any site in our sole discretion. We will base our decisions to approve or reject a particular site on such factors as we may determine in our sole discretion. These factors may include, but are not limited to, cost, demographics, traffic patterns, accessibility, proximity to existing GNC Stores and similar factors which we analyze using our experience and our own subjective judgment. We cannot predict, represent, or warrant success, suitability, or income levels for any location.

Following site approval, you will be required to execute a sublease within 30 days of receipt of the sublease. We have the right to demand that the sublease contain certain terms and conditions before you sign it. Failure to do so is a default under the Franchise Agreement, and if not timely cured, may result in termination of your Franchise Agreement.

Direct Leasing Program

If you propose a site which is not included in our inventory location list, and we approve the site as described above, we may in our sole discretion permit you to negotiate and sign your lease directly with the landlord, subject to our written approval. This option is available for New Franchise Stores, but is not available if you acquire a Conversion Store from us.

If we approve your site, you may contact the landlord to negotiate the actual lease terms for the location. We will assign you a real estate representative to help you with the negotiation process and we will provide you with a list of required and recommended parameters and terminology for the lease (*See Exhibit L-1 “Negotiating a Landlord Proposal” and Exhibit L-2 “Factors to Consider When Selecting Real Estate”*); however, you must include certain clauses regarding right of first refusal, landlord warranties, radius restrictions, and subletting in the lease (See Attachment A of your Franchise Agreement). We strongly suggest and recommend that you explain and fully disclose to any prospective landlord that all lease commitments are subject to our prior approval.

When you have concluded your lease negotiations with the landlord, you must submit the written lease to your real estate representative for approval. Approval of the lease is dependent upon whether the required lease clauses are present. If the required clauses are not present, your real estate representative will inform you, and you must either re-negotiate with the landlord, or select an alternative location. We must approve your lease in writing. Silence on our part does not constitute acceptance. If you do not receive our written approval, your lease is deemed rejected. You must provide us with a fully-executed lease after the lease has been approved. You acknowledge that time is of the essence, and thus that you must execute a lease for the Store prior to expiration of the Pre-Opening Period or you may be in default under the Franchise Agreement and your Franchise Agreement may be terminated by us.

When your lease has been approved by us, our Construction Department will begin the initial survey, Store design and permit process. Once your lease is fully executed, you must send a copy of the fully executed lease to us before we will begin construction of your Store. We will not begin construction

until the final version of your lease has been approved by us and a fully executed copy has been received by our Real Estate Department.

We strongly encourage and recommend that you retain legal counsel to assist you in directly leasing a Store site. We also suggest that you submit your lease to your attorney for review before you execute the lease. All costs associated with the lease negotiations, legal fees, accounting fees, lease review, and Store construction are your sole responsibility and are due and payable by you. We are not obligated to approve any site requested by you, and we may refuse to grant you the site for any reason at our sole discretion. If the landlord will not accept your directly signed lease, you must procure an alternate site. We will not guarantee the lease on your behalf. Furthermore, we cannot predict, represent, or warrant success, suitability, or income levels for any location.

If we reject your initial submission for site approval, you must continue to use best efforts to locate an acceptable site before the Pre-Opening Period expires. If you fail to purchase land or execute a lease or sublease for the Store, or if you fail to open your Store for business within 160 days from the date that you sign the Franchise Agreement, this may constitute a default under the Franchise Agreement, and we may terminate your Franchise Agreement.

TABLE OF CONTENTS OF THE FRANCHISE OPERATIONS MANUAL

The table of contents of the version of the Franchise Operations Manual current as of the date of this Disclosure Document is in Exhibit C. This Manual is used for New Franchise and Conversion Stores. The total number of pages in this Manual is 365 pages. The number of pages devoted to each subject in this Manual is as follows: 3 pages to Table of Contents; 6 pages to Code of Conduct; 5 pages to Franchise Concepts; 18 pages to Operational Support; 33 pages to Business Planning; 14 pages to Administration; 53 pages to Cash Control; 42 pages to Inventory Control; 12 pages to Merchandising; 37 pages to Personnel Management; 7 pages to Customer Service; 48 pages to Legal and Risk Management Information; 22 pages to Loss Prevention; 18 pages to Maintenance and Quality Control; 8 pages to Payment Requirements; 4 pages to Internet Commerce; 5 pages to Transfers; 4 pages to Gold Card; 11 pages to Direct Purchase; 8 pages to Local Marketing & Advertising; and 7 pages to Franchise Glossary.

LENGTH OF TIME BETWEEN SIGNING OF FRANCHISE AGREEMENT

Typically, after you sign the Franchise Agreement or make the first payment of any consideration for the franchise, it will take approximately 180 days for your Store to be ready to open; however, this time frame may vary significantly depending on factors beyond our control, such as whether the strip center or mall is constructed. This time period may decrease if you are awarded a Conversion Store, which is already built and established, or if you participate in one of our special incentive programs. Whether and when your franchise may open for business is dependent upon factors including, but not limited to, the ability to timely obtain a lease for your location, building permits, zoning and local ordinances, weather conditions, shortages, or delayed installation of equipment, fixtures and signs. If you, by your actions or words, evidence an intention to abandon the potential franchise, we have the option to terminate the franchise. If you fail to purchase or obtain an approved lease or sublease for an approved site prior to expiration of the Pre-Opening Period, we may terminate the Franchise Agreement.

TRAINING

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
PHASE I :			
Orientation to the Operation of a GNC Store		80	Company-owned Store near your residence
PHASE II:			
Introduction	0.5		Pittsburgh, PA
Franchise Concepts and Business Planning/Exception Report/Gold Card	3		Pittsburgh, PA
GNFS	0.75		Pittsburgh, PA
PNC	0.5		Pittsburgh, PA
Merchandising/Ace Report/Office/Store Setup	3.25		Pittsburgh, PA
Product Margins/P3/CS Video	2.15		Pittsburgh, PA
Local Marketing	0.45		Pittsburgh, PA
Recruiting and Hiring/ Basic Nutrition/Selling Sports Product and Diet Training	4.15		Pittsburgh, PA
Regulatory/Legal-Product and Advertising Approval Process	0.15		Pittsburgh, PA
Loss Prevention	1		Pittsburgh, PA
Distribution Center Tour/Ross Park Store Visit	3.75		Pittsburgh, PA
Genesis	0.45		Pittsburgh, PA
Real Estate	0.5		Pittsburgh, PA
Construction	0.5		Pittsburgh, PA
Business Insurance	0.5		Pittsburgh, PA
Store Maintenance and Quality Control	0.5		Pittsburgh, PA
Customer Service	0.5		Pittsburgh, PA
Nutrimarket and How to Order	1.5		Pittsburgh, PA
Credit Card Processing	0.5		Pittsburgh, PA
Marketing and E-Commerce	1.5		Pittsburgh, PA
Credit and Collections (including royalty & advertising fund)	1		Pittsburgh, PA

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On-The- Job Training	Location
Franchise Test	1		Pittsburgh, PA
Review Test Results/ Phase III Checklist	0.5		Pittsburgh, PA
Meet with GNFS accountant	0.5		Pittsburgh, PA
POS System/POS Test	12.45		Pittsburgh, PA
PHASE III:			
Store Opening Assistance		40-56	Franchised Location

You must successfully complete our 3 phases of initial training to our satisfaction to be eligible to open your New Franchise or Conversion Store. ***If you do not successfully complete any Phase of the training program to our satisfaction, we may require you to repeat it. If you do not successfully complete all Phases of training to our satisfaction, we have the option to terminate your Franchise Agreement.***

At least 1 of the signatories to the Franchise Agreement must complete all Phases of training. We reserve the right to require all signatories to attend training, and your Store manager may be required to complete one or more Phases of training. If you are an existing franchisee, we may choose not to require you to complete all 3 phases of training. Franchisor will provide such instructors and training materials for the initial training program as Franchisor may deem appropriate. Our current instructors for our initial training program are listed in the chart attached as Exhibit R to this Disclosure Document. This chart includes the instructor's length of experience in his or her field of instruction and with us (only experience relevant to the subject taught and our operations is included in the chart).

The Manuals contain the primary instruction materials for training, in addition to other relevant materials which we will provide during training. The training materials will also consist of checklists, demonstrations, practice and quizzes. The cost of initial training is included in the initial franchise fee, but trainees will be responsible for any and all other expenses incurred by them in connection with the initial training program, including the cost of transportation, lodging, meals, and wages.

Following is a more detailed description of the three phases of our initial training program.

Phase I

To successfully complete Phase I training, you will be required to spend 80 hours of on-the-job training in a company-owned GNC Store. This training will provide you with an orientation to the operation of a GNC Store. Before designating the location for Phase I training, we will seek your input, and will attempt to choose one or two locations that we operate taking into account proximity to your residence. You are responsible for all costs you incur to attend this training (*See Item 7*).

Phase II

Phase II training requires that you attend up to a 5 day classroom training program. Phase II training will take place at our Franchise Support Center in Pittsburgh, Pennsylvania or such other location designated by Franchisor and must be completed prior to the opening of your Store. You are responsible for all costs you incur to attend this training (*See Item 7*). Phase II training topics include business planning, merchandising, customer service, loss prevention, personnel, ordering, receiving merchandise and payment

requirements. We reserve the right to change Phase II training topics at any time without notice. Understanding and mastery of the topics reviewed during Phase II training are important indicators of your ability to operate a GNC Store according to our standards. You should expect to attend our sessions, work diligently on all assignments and spend evening hours, if necessary, reviewing and learning the material. A written examination will be given to all prospective franchisees. The exam is a tool for us to determine how much information was retained during Phase II training, and in what areas, if any, you will need additional training. In some cases where performance in training is poor, or exam scores are below 70%, franchisees may be required in our sole discretion to repeat Phase I as well as Phase II training. The need to repeat training may also affect scheduled Store openings and the rights granted in your Franchise Agreement. In addition, if you are an existing franchisee who wishes to exercise the option to renew your Franchise Agreement, we reserve the right to require you to attend Phase II training as a condition of renewal. Phase II training is generally scheduled 6 times per year.

Phase III

Phase III Training for a New Franchise Store with a new franchisee is an up to 7-day process at the franchisee's Store. This takes place when the grand opening shipment is scheduled to be received. The training process includes receiving the initial delivery and setting the Store up for opening. A Director of Franchise Operations or one of our other designated representatives will oversee and assist in this process. It is recommended that you have 4-6 people scheduled for the setup of your Store. Our representative will also review your business plan, budgets, and complete a 7-day checklist to ensure that you are properly trained and ready to operate the Store.

Phase III Training for a New Franchise Store with an existing franchisee generally takes up to 5 days beginning once the grand opening shipment is scheduled to be received. Phase III Training for a Conversion Store for a new or existing franchisee is an up to 5-day process that begins with the scheduled inventory date. Our representative will review your business plan, budgets, and complete a 5 or 7-day checklist to ensure you are properly trained and ready to operate the Store.

We do not require any additional initial training if you successfully complete Phase I, Phase II and Phase III training. At our option, we may require any manager subsequently employed by you to attend and complete to our sole satisfaction our initial training program. We may require that you attend additional training programs or periodic refresher courses at such times and places as we designate while you are a franchisee.

ITEM 12

TERRITORY

DESCRIPTION OF THE TERRITORY GRANTED

Determination of Protected Territory

In the Franchise Agreement, we grant you the right to operate a Store at a specific location once it is approved by us. This is called the "Approved Location." We will grant you an exclusive territory within a particular radius measured from the public entrance to the Store (not the mall or strip center entrance) for a specified period of time (See description below), subject to certain rights we reserve in the Franchise Agreement and to our right in the Franchise Agreement to purchase, merge, acquire or affiliate with another franchise network, chain or business, and to operate, franchise or license those businesses as GNC Stores operating under the Proprietary Marks or other marks. The area within which we agree not to operate or grant a franchise for the operation of another Store is referred to as your "Protected Territory." We reserve

the right to reduce or alter the Protected Territory upon any renewal of the franchise or relocation of your franchised GNC Store.

If your Approved Location is located in an enclosed shopping mall, the Protected Territory will generally encompass the shopping mall premises (including the parking lot). If your Approved Location is not located in a shopping mall, the size of your Protected Territory will vary depending on a number of factors, including demographic barriers, market strength measured by various market data profile studies, population density, median income per household, and the categories of products to be offered at your Store, particularly in relation to the competition in the relevant market. Below is a table summarizing the Protected Territory given depending upon the type of Approved Location:

<u>Location Type (1)</u>	<u>Protected Territory (2)</u>	<u>Duration of Exclusivity (4)</u>
Urban	Premises or 1/10 mile (528 feet) to 2/10 mile (1,056 feet)	1 year
Strip Center/Mall	Premises or 1-2 miles (3)	1 year

Notes:

1. Downtown/urban locations are storefront locations within a metropolitan area such as New York City. Strip Center locations are generally open air collections of shops. Mall locations are generally an enclosed collection of shops.
2. For all Approved Locations, the Protected Territory shall be measured based upon a radius extending from the public entrance to the Store (not the mall or strip center entrance). The Protected Territory can vary and will usually be drawn so that it does not include any existing shopping mall if a shopping mall would otherwise be located within the prescribed area of the Protected Territory. However, the Protected Territory specifically excludes existing GNC Stores or locations under franchise, option, license, development or lease obligations or GNC Stores to be opened under any agreement with us or any of our affiliates, which were negotiated before the Store opens. If you have not determined a specific site upon executing the Franchise Agreement, we will determine your Protected Territory upon site selection.
3. Generally, the Protected Territory for an enclosed shopping mall will be the shopping mall premises (including the parking lot). The Protected Territory for a suburban or strip mall location is determined by the population within a 2 mile radius, and generally will be 1 to 2 miles.
4. Subject to certain exceptions, we will not locate another franchised or corporate GNC Store within your Protected Territory for this period of time, after which you will have a right of first refusal. (See explanation below).

Right of First Refusal

Subject to our right in the Franchise Agreement to purchase, merge, acquire or affiliate with another franchise network, chain or business, and to operate, franchise or license those businesses as GNC Stores operating under the Proprietary Marks or other marks, if, after expiration of the protective period set forth in the table above, we identify within your Protected Territory a site for a new GNC Store, we will give

you notice of that opportunity, and you will have a right to franchise that location (the “right of first refusal”), if you execute and return a then current form of our Franchise Agreement and Disclosure Document receipt, pay the initial franchise fee within 30 days of receipt of our notice, and open the Store within the Pre-Opening Period of your Franchise Agreement. If you do not respond within the 30-day notice period, waive your right to open the Store prior to expiration of the 30-day period, or do not open the Store within the Pre-Opening Period, we will have the right to franchise the site, and your right of first refusal will expire.

Continuation of Protected Territory

Our willingness to continue your Protected Territory under the Franchise Agreement does not depend on whether you achieve a certain sales volume, market penetration, or other contingency; however, if you have not demonstrated the ability to operate a profitable franchise over the term of your Franchise Agreement, which generally means that the gross sales of your Store are not adequate for the Store to “break even” on a profit and loss statement, we may not agree to renew your Franchise Agreement, which means that your Franchise Agreement and Protected Territory would terminate at the end of the then-current term. A Store fails to “break even” if all expenses, when subtracted from the Store’s gross revenue, results in net income of less than zero. (See also Items 5, 6, 7, 8, 10 and 19)

Area Development Agreement

Your Franchise Agreement does not grant the right to acquire or open additional franchised locations. Additional franchised locations may be established if you enter into a Development Agreement with us. We will grant to you an exclusive Development Area, subject to certain rights we reserve in the Development Agreement, within which you will have the right to open a certain number of franchised Stores, provided that you do so within specified time periods. Each new franchised Store opened by you pursuant to the Development Agreement will be the subject of a separate Franchise Agreement on our then-current form. During the term of the Development Agreement, we will not open or establish, or grant any franchisee the right to open or establish, GNC Stores within your Development Area, subject to our right in the Development Agreement to purchase, merge, acquire or affiliate with another franchise network, chain or business, and to operate, franchise or license those businesses as GNC Stores operating under the Proprietary Marks or other marks. You may establish your GNC Stores at any location within the Development Area provided we consent to the location, which consent may be withheld or granted in our sole discretion, the location is in a state where we are permitted to sell GNC franchises, the location is not located in a territory or location in which any other GNC franchisee has exclusive rights or a right of first refusal, the location would not violate any other protected or restricted territories that we have granted or may in the future grant, such as in connection with a joint venture or Rite Aid, and the location would not violate a radius restriction in any real estate lease.

Upon the expiration or termination of the Development Agreement, except for the right of first refusal discussed in this paragraph, you will have no further right to construct, own, open, or operate additional franchised Stores which are not, at the time of such termination or expiration, the subject of a then-existing Franchise Agreement with us which is in full force and effect, and we may thereafter construct, own, open, or operate, or license others to construct, own, open, or operate Stores in your Development Area, except within any Protected Territory (during the protective period) previously granted to you pursuant to the terms of then-existing Franchise Agreements between you and us. If, for a period of one year after the expiration of your Development Agreement, we identify within your Development Area a site for a new franchised GNC Store, we will give you notice of that opportunity, and you will have a right to franchise that location, if you execute and return a then current form of our Franchise Agreement and Disclosure Document receipt, pay the initial franchise fee within 30 days of receipt of our notice, and open the Store within the Pre-Opening Period of your Franchise Agreement. If you do not

respond within the 30-day notice period, waive your right to open the Store prior to expiration of the 30-day period, or do not open the Store within the Pre-Opening Period, we will have the right to franchise or otherwise develop the site, and your right of first refusal will expire. This right of first refusal will not apply to sites within the Development Area that we identify to construct and operate as GNC corporate Stores.

RESTRICTIONS UPON SOLICITATION OR ACCEPTANCE OF ORDERS

We do not place restrictions upon any orders you solicit or accept inside your Protected Territory regardless of the type of franchise acquired, as long as the solicitation meets the criteria outlined in Section 17, "Advertising" of your Franchise Agreement, and the solicitation does not violate the Franchise Agreement. In addition, we reserve the right to solicit or accept orders for products inside your Protected Territory. Further, in our Franchise Agreement, we reserve the right to directly market products, which may include products under the same brands that you sell. Direct marketing includes, but is not limited to, mail-order catalogues, telemarketing and the Internet.

RELOCATION OF YOUR FRANCHISE

If you cannot continue to operate your GNC franchise due to an act of God (including but not limited to fire, flood, or earthquake) or due to extreme hardship, we may give you permission to relocate your Store at our sole discretion, provided that we may reduce, alter, or eliminate the Protected Territory. You must obtain our prior written approval before you can relocate your franchise, and you and your principals must sign a general release in the form prescribed by us and pay the applicable relocation fee (*See* Item 6).

INTERNET AND DIRECT MARKETING

Your franchise is limited to the operation of a GNC Store for retail sales only at the Approved Location. You may not use any alternative distribution channels (other than approved GNC programs) to make sales outside or inside your Protected Territory, including, without limitation, operating or using a telemarketing, Internet, mail order, direct mail, catalog, wholesale, distribution, direct sales, export or similar business or any other channel of distribution which permits customers to purchase and receive products or services without being present at the Approved Location. (*See* Item 16).

We and our affiliates may sell products, including GNC Brand Supplements, within your Protected Territory or Development Area through any method of distribution other than a dedicated retail GNC Store. We or our affiliates may conduct a telemarketing, Internet or any other electronic media, mail order, direct mail, catalog, wholesale, distribution, direct sales, export or similar business, which may sell, among other things, goods and services under any proprietary marks, including GNC Brand Supplements; and may sell and distribute to other unaffiliated retailers, such as drug stores, mass merchandisers and supermarkets, goods and services under any proprietary marks, including GNC Brand Supplements. These businesses may make sales to customers in your Protected Territory or Development Area, and they may be located in your Protected Territory or Development Area. We are not required to pay you any compensation for soliciting or accepting orders from inside your Protected Territory or Development Area.

We and/or our affiliates own and operate the Internet sites gnc.com and LuckyVitamin.com. Additionally, we and/or our affiliates have invested with Rite Aid Corporation in the Internet site drugstore.com. These Internet sites will enable customers to purchase vitamin and mineral supplements, sports nutrition products, diet and energy products, herbal supplements, health and beauty products, health care products, and related products currently available in retail GNC Stores, including GNC Brand Supplements, as well as provide free on-line information about health and nutrition. The products offered

on these Internet sites may be the same or similar to those sold by you. We are not required to pay you any compensation for revenues derived from these Internet sites.

OUR RIGHT TO ESTABLISH OTHER FRANCHISES OR COMPANY-OWNED OUTLETS AND OTHER CHANNELS OF DISTRIBUTION USING THE PROPRIETARY MARKS

Our Proprietary Marks include any names, registered trademarks, logos and other commercial symbols used to identify GNC Stores or GNC Brand Supplements.

We and our affiliates retain all rights not specifically granted to you in the Franchise Agreement or Development Agreement, including, among others, to operate, or grant a license for the operation of, a GNC Store, kiosk or other outlet using the System and/or the Proprietary Marks at any location outside your Protected Territory or Development Area, regardless of the proximity of any of those locations to your Protected Territory or Development Area; to operate, or grant a license for the operation of, a kiosk or outlet (other than a dedicated GNC Store within your Protected Territory or Development Area) using GNC Brand Supplements and/or any or all of the Proprietary Marks at any location within or outside of your Protected Territory or Development Area, regardless of the proximity of any of those locations to any Approved Location; and to relocate GNC Stores (whether franchised or company-owned) open and operating within your Protected Territory as of your store opening date to a different location within your Protected Territory at any time during the term of your Franchise Agreement (including during the protective period under the Franchise Agreement), even if the relocated GNC Store is then closer than before in proximity to your GNC Store(s).

We and our affiliates also retain the rights to give, sell, promote, advertise and/or distribute, directly or indirectly (and to license others to give, sell, promote, advertise and/or distribute, directly or indirectly) any goods, products or services (including GNC Brand Supplements), by any other means (including direct or indirect sales, electronic communications, Internet, world wide web, websites, electronic pages, interactive electronic media, shopping networks, direct mail, mail order, catalog sales and any other method of sale or distribution which now exists or which may in the future exist) to any business, distributor, wholesaler, retailer, establishment, organization, club, outlet, individual consumer, or customer at any location. These other points of sale may be located in your Protected Territory or Development Area, and the goods, products or services may be sold to customers located in your Protected Territory or Development Area. We are not required to pay you any compensation for soliciting or accepting orders from inside your Protected Territory or Development Area.

We and Rite Aid Corporation have offered GNC brand products and services via “stores within stores” since January, 1999. These GNC/Rite Aid stores are owned and operated by Rite Aid, are located inside of existing Rite Aid stores, and are staffed by Rite Aid employees. Most of these stores target the mass-market consumer in locations that are primarily freestanding (as opposed to mall or strip centers where our franchisees are usually located). As of December 31, 2015, there were 2,327 GNC/Rite Aid stores in the United States.

In addition, these products will be sold at Rite Aid stores that may be located within your Protected Territory. Beginning in January, 1999, we also became the exclusive manufacturer of Rite Aid’s private label vitamins and nutritional supplements, which may be similar to the products offered by you.

In 2010, we began manufacturing and selling through PetSmart stores a new line of GNC branded dietary supplements formulated for dogs and cats. This line was manufactured exclusively for PetSmart and is now available for sale at PetSmart locations, from the PetSmart web site, at GNC Store locations, and from the GNC web site. Beginning in February, 2011, we also began offering selected private label GNC products at Sam’s Club locations, which may be the same or similar to products offered by you.

OUR RIGHT TO ESTABLISH COMPANY-OWNED OR FRANCHISED STORES AND OTHER CHANNELS OF DISTRIBUTION UNDER DIFFERENT TRADEMARKS

We and our affiliates retain the rights to establish and operate or license any other person or entity to establish and operate retail stores, outlets or kiosks which sell or distribute similar products or services under a trademark or trade name different from our Proprietary Marks (the “Non-GNC Outlets”) inside or outside your Protected Territory or Development Area. These Non-GNC Outlets may sell or lease the same or similar products or services as your Store. We and our affiliates also reserve the right to operate Non-GNC Outlets that may be acquired and converted after a transition period to GNC franchise or company-owned Stores. These Non-GNC Outlets may carry products the same as or similar to those offered by a franchisee, such as vitamins, sports nutrition products, and health foods. We and our affiliates may manufacture and distribute products to Non-GNC Outlets owned by us or our affiliates. Subject to our right in the Franchise Agreement and Development Agreement to purchase, merge, acquire or affiliate with another franchise network, chain or business, and to operate, franchise or license those businesses as GNC Stores operating under the Proprietary Marks or other marks, if a Non-GNC Outlet owned by us or our affiliates is opened in your Development Area or your Protected Territory after your franchised Store opens, the Non-GNC Outlet may offer products that have names proprietary to us, but they will not offer GNC Brand Supplements. However, if an existing Non-GNC Outlet owned by us or our affiliates is already open and operating before you open your Store(s), the Non-GNC Outlet may offer GNC Brand Supplements. We may share corporate and field support personnel with the Non-GNC Outlets and conduct training for the Non-GNC Outlets at the same facility in Pittsburgh, Pennsylvania or at separate facilities. We do not currently anticipate any conflict between the systems for our support, customers, or territory. We are not required to pay you any compensation for soliciting or accepting orders from inside your Protected Territory or Development Area.

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ITEM 13

TRADEMARKS

PRINCIPAL REGISTERED TRADEMARKS

The Franchise Agreement grants you a license to use our principal trademarks and service marks described in the chart below. We have the right to use and license these marks pursuant to a license agreement with our affiliate, General Nutrition Investment Company (See paragraphs below for further explanation).

MARK	REGISTRATION NO.	REGISTRATION DATE
GNC GENERAL NUTRITION CENTERS (stylized)	1,786,007	August 3, 1993
GNC GENERAL NUTRITION CENTERS	4,065,938	December 6, 2011
GNC	3,429,065	May 20, 2008
GNC LIVE WELL	3,438,650	June 3, 2008
GNC	2,180,647	August 11, 1998
GNC LIVE WELL	2,187,956	September 8, 1998

All of the listed marks appear on the Principal Register of the United States Patent and Trademark Office. Registration No. 1,786,007 was renewed on December 4, 2003 and October 5, 2012. We also renewed Registration No. 2,180,647 on June 28, 2008, and Registration No. 2,187,956 on September 2, 2008. We have filed, or intend to file when due, an affidavit of use and an affidavit of incontestability for each of the listed marks. We have not registered any of our service marks with any state.

MATERIAL DETERMINATIONS

There are no currently effective determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court. Nor are there any pending infringement, opposition, or cancellation proceedings, or any pending material litigation involving the trademarks, service marks, trade names, logotypes or other commercial symbols which are relevant to their use in this state or any other state in which you may locate the franchised business.

AGREEMENTS LIMITING OUR USE

There are no currently effective agreements which significantly limit our right to use or license others to use the trademarks, service marks, trade names, logotypes, or other commercial symbols which are material to the franchise.

We exercise our right to use and license others to use the Proprietary Marks under a non-exclusive license (the "License") from our affiliate General Nutrition Investment Company ("GNIC"), dated December 10, 1987. The License was originally made with the former franchisor, GNC Franchising, Inc. The License was transferred to GNC Franchising, LLC upon the merger of GNC Franchising, Inc. into GNC Franchising, LLC on December 31, 2003. The License was then transferred to us upon the merger of GNC Franchising, LLC into us on December 31, 2008. The License grants us the right to use, and to permit others to use, the Proprietary Marks during the term of the License in business transactions related to retail vitamin and health food store services. The License is for an indefinite term. However, either party may terminate the License and all rights granted under the License will terminate, with or without cause, upon

30 days' prior written notice by registered or certified mail to the other party. If either party terminates the License, the License provides that GNIC will substitute itself and will assume all of our rights and obligations under any then-effective Franchise Agreements. Otherwise, there are no currently effective agreements which limit our rights to use or license others to use the Proprietary Marks.

The right and franchise of the Proprietary Marks granted under the Franchise Agreement to you is non-exclusive. Therefore, we and our affiliates may:

1. Grant other licenses for the Proprietary Marks;
2. Use the Proprietary Marks to sell products and services; and
3. Develop, establish, and franchise other systems or other products for the same or similar Proprietary Marks, or any other Proprietary Marks, and grant licenses or franchises without providing you with any rights in those licenses or franchises.

We reserve the right to substitute different Proprietary Marks to identify the System and the businesses operating under the System. The Franchise Agreement requires you to comply with any of our requirements regarding the substitution of different Proprietary Marks. However, we will reimburse you for all your reasonable costs in substituting different Proprietary Marks, unless the substitution coincides with your required remodeling of the Store.

PROTECTION OF RIGHTS

We are not obligated by the Franchise Agreement, or otherwise, to protect any rights which we have granted you to use the Proprietary Marks or to protect you against claims of infringement or unfair competition which are based on use of the Proprietary Marks.

If litigation involving the Proprietary Marks is instituted or threatened against you, you must promptly notify us and cooperate fully in defending or settling the litigation. You may not make any demand or institute any legal action or negotiate, compromise or settle any controversy involving the Proprietary Marks without our prior written consent. We have the exclusive right to institute, negotiate, compromise, settle, dismiss, appeal or otherwise handle any such action involving the Proprietary Marks and take such steps as we may deem advisable to prevent any such action, and to join you as a party to any such action. We are not obligated to seek recovery of costs or damages of any kind in any such action, and the assertion or waiver of any claims will be within our sole discretion. We will pay the costs of any such action, and any recovery will be paid to us.

The Franchise Agreement requires that you execute all documents that we or our counsel believe are necessary to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

SUPERIOR PRIOR RIGHTS AND/OR INFRINGING USES

To the best of our knowledge, there are no superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in your state or elsewhere.

The Franchise Agreement provides that we will consider any use of the Proprietary Marks not authorized by its terms an infringement. You are prohibited from using the Proprietary Marks as part of your corporate or other legal name without our prior written consent or in a way that is inconsistent with our System.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

PATENTS AND COPYRIGHTS

We do not own any right in any patents or registered copyrights that are material to the franchise.

CONFIDENTIAL INFORMATION

You must not, during the term of the Franchise Agreement or Development Agreement or after the expiration of the Franchise Agreement or Development Agreement, communicate, divulge, or use for the benefit of any other person, persons, partnerships, associations, or corporation any confidential information, trade secrets, knowledge, or know-how about the methods of operation of the franchised business which we may communicate to you, or of which you may be apprised, because you operate under the terms of the Franchise Agreement or Development Agreement. You may divulge this confidential information only to your employees who must have access to it in order to operate the franchised business and have signed our required confidentiality agreement. Any information, knowledge, know-how or techniques, including drawings, materials, equipment, formulas, specifications, techniques, and other data and any information, knowledge or know-how which you derive by analysis of these items, is deemed confidential for purposes of the Franchise Agreement and Development Agreement, except information which you can demonstrate came to your attention before our disclosure on a non-confidential basis; or which was publicly known by publication or communication by others, at the time of our disclosure or thereafter through no breach of the Franchise Agreement or Development Agreement.

You must sign and you must require your manager(s) and personnel who have access to any of our confidential information to sign covenants, on our approved form, which provide that you and they will maintain the confidentiality of information they receive in connection with the operation of the franchised business and, with respect to your employees, their employment by you at the Store. Our form will also specifically identify us and deem us a third party beneficiary of these covenants with the independent right to enforce them.

CONFIDENTIAL MANUALS

You must conduct your business according to the Manuals, and any other manuals or other written directives that we may issue to you (whether or not such directives are included in the manuals). Periodically, our field representatives, or a third party that we hire, will review your Store to see whether your operations comply with the Manuals. If your Store does not comply with the policies, standards, and procedures required to be complied with by the Manuals, you may lose your franchise rights.

The Manuals, any written directives, and/or any other materials we issue or any modifications to these materials are an extension of and will supplement your Franchise Agreement. You will receive 1 copy of the Manuals on loan from us during the training program that is required under the Franchise Agreement and you must retain them for the term of the Franchise Agreement. The Manuals are a compilation of current operating policies, standards, and procedures for the operation of your GNC Store. You must at all times operate your Store in accordance with the Manuals, any other Manuals that we create for or approve for use in operating the franchised business, and treat all such information they contain as secret and confidential. You must not at any time copy, duplicate, record, or reproduce these materials or make them available to any unauthorized person. We reserve the right to charge a replacement fee for any replacement Manual you request.

The Manuals will at all times remain our property. We may revise the contents of the Manuals from time to time, and you must operate the franchise in accordance with each new or changed policy, standard and procedure. You must keep the Manuals in a secure place on the premises of the franchised business at all times. You also must keep your copies of the Manuals current at all times. If there arises any dispute concerning the contents of the Manuals, the terms of the master copy of the Manuals that we maintain at our home office will control.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We encourage you to participate personally in the on-premises supervision of the GNC Store. While we do not require you personally to participate in the direct supervision of the GNC Store, we do require either you or your designated manager to directly supervise the GNC Store on its premises and to devote full-time, energy and best efforts to managing the Store.

We do not control who you may hire as manager, nor does the Franchise Agreement require that you tell us who manages the Store. However, the training program provisions require that you notify us if you change managers, and we retain the right to require any Store manager to attend and successfully complete our training programs at any time during the term of the franchise under the same terms as described in Item 11. If a corporation, partnership or other organization owns the franchise, the manager need not have an ownership interest in the franchise. The manager must sign a written agreement to maintain the confidentiality of the trade secrets and confidential information described in Item 14 and to conform with the covenants not to compete described in Item 17.

We require each individual who owns an interest in the franchise and their spouse to personally guarantee the franchisee's obligations to us under the Franchise Agreement and the Development Agreement. The guarantees will be in the form of the Guarantee attached to the Franchise Agreement as Attachment F and the Guaranty Agreement attached to the Development Agreement as Exhibit C.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only products and services which we have approved and which conform with our standards and specifications (*See* Item 8). You must offer GNC Brand Supplements for sale as described in Item 8. We may also require you to offer products jointly developed by us or our affiliates at some time in the future. We retain the right to change the types of authorized goods and services you may offer at any time. There are no limits on this right. Any products you sell must conform to our standards and specifications, be approved by us and fall within one of the following categories: vitamins, natural cosmetics, health foods, diet products, physical fitness products, smoothies, health management products and services, and other categories of goods and services as we may periodically add to the System. (*See* Item 8 for more information.) We may disapprove of any supplier or product for any reason or no reason, even if they meet our standards. GNC has entered into three Consent Decrees with the Federal Trade Commission which prohibit us and our franchisees from carrying and selling certain products and from making various representations in the promotion or advertisement of these products.

We do not designate or restrict the customers to whom you may sell goods and services. However, your customers must purchase or receive products or services only at the Approved Location. Furthermore, you must not operate a telemarketing, Internet, mail order, direct mail, catalog, wholesaling, direct sales,

export or similar business which permits customers to purchase and receive products or services without being present at the Approved Location. We do not restrict the goods and services you can offer for sale on the basis of your failing to meet certain defined sales results. You will have sole discretion to determine the prices you will charge to customers for the goods and services; provided, that we will have the right to establish maximum prices for any given product or service which you offer. You may not exceed any maximum price established by us, but remain free to charge any price below our maximum price. (See Items 8 and 12 for more information.)

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ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the Franchise Agreement and related agreements and of the Development Agreement. You should read these provisions in the agreements attached to this Disclosure Document.

Franchise Agreement

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
a. Length of the franchise term	<p>Selected Term Summary, "Franchise Term" and Section 3 of the Franchise Agreement</p> <p>Section 1 of the Sublease</p>	<p>Term commences on the Store opening date (which is the earlier of the date that the Store opens for business or the rent commencement date of the lease or sublease for the Store) and ends on the earlier of (1) 10 years from the Store opening date, or (2) the expiration or termination of the sublease/lease for the Store. This means that the term of your franchise and the term of your lease or sublease are coterminous. The lease or sublease for a Store is generally five (5) years from the lease commencement date, plus 1 5-year option to renew. Thus, the term of your franchise could be shorter than 10 years depending on the term of the lease or sublease and whether it is renewed. In the case of a sublease, it will be coterminous with the overlease. We have the sole right to determine whether to renew or extend the term of the overlease.</p>
b. Renewal or extension of the term	<p>Section 19 of the Franchise Agreement</p> <p>Section 1 and Section 4, Paragraph 2 of the Sublease</p>	<p>If you meet the requirements in (c) below, you can renew your franchise for additional consecutive 5-year terms. Because the term of your franchise and the term of your lease or sublease are coterminous, renewal terms may be shorter than 5 years depending on the term of the sublease or lease and whether it is renewed. The sublease is coterminous with the overlease. We have the sole right to determine whether to renew or extend the term of the overlease.</p>

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
c. Requirements for franchisee to renew or extend	Section 19 of the Franchise Agreement Section 1 and Section 4, Paragraph 2 of the Sublease	Give proper notice and obtain our approval; remodel the Store, if required; not be in default under the Franchise Agreement or any Related Agreements; you shall have satisfied all monetary obligations owed to us and our affiliates, as well as to lessors, sublessors, vendors and suppliers of the Store, and shall have timely met such obligations throughout the term of the Franchise Agreement; present satisfactory evidence that you have the right to remain in possession of the Store premises for the duration of the renewal term, execute then-current form of the Franchise Agreement and pay renewal fee; sign general release; comply with Franchisor's then-current qualification and training requirements for renewal franchisees; your Gross Sales during the franchise term have enabled you to cover all costs of operating the franchised business; and have a sound credit rating with all trade purveyors and service agencies and sufficient financial resources to continue to operate the franchised business in accordance with the requirements of the then current form of Franchise Agreement. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	Section 20.D of the Franchise Agreement	If we commit material breach of Franchise Agreement and do not cure or make diligent efforts to cure within 90 days written notice by you. If the breach is not curable within 90 days, we have an additional 60 days to cure if we are making diligent efforts to do so.
e. Termination by franchisor without cause	Not applicable	None

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
f. Termination by franchisor with cause	<p>Sections 20.A, B & C of the Franchise Agreement</p> <p>Section 1 and Section 14 of the Sublease</p> <p>“Default” in the Equipment and Inventory Promissory Note</p> <p>Section 10 of the Purchase Money Security Agreement</p> <p>Section 3 of the Product Sales Agreement</p> <p>Section 8 of the P.O.S. License Agreement</p>	<p>We can terminate only if you default or if certain events (described in (g) and (h) below) occur. In some instances, you will have an opportunity to cure the default.</p>
g. “Cause” defined-curable defaults	<p>Section 20.C of the Franchise Agreement</p> <p>Section 14 of the Sublease</p> <p>“Default” in the Equipment and Inventory Promissory Note</p> <p>Section 9 of the Purchase Money Security Agreement</p> <p>Section 3 of the Product Sales Agreement</p> <p>Section 8 of the P.O.S. License Agreement</p>	<p>Failure to comply with our standards and procedures or any term of the Franchise Agreement not covered by “h” below. You have 30 days after we give you written notice to cure the default.</p>

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
<p>h. "Cause" defined-non-curable defaults</p>	<p>Section 20.A and Section 20.B of the Franchise Agreement</p> <p>Section 14 of the Sublease</p> <p>"Default" in the Equipment and Inventory Promissory Note</p> <p>Section 9 of the Purchase Money Security Agreement</p> <p>Section 3 of the Product Sales Agreement</p> <p>Section 8 of the P.O.S. License Agreement</p>	<p>Bankruptcy; insolvency; assignment for the benefit of creditors; appointment of a receiver; final judgment against you remains unsatisfied or of record for 30 days or longer; execution of levy against your business or property; foreclosure suit is filed against Store premises or equipment and is not dismissed within 30 days; dissolution; failure to comply with pre-opening obligations or you fail to open the Store for business on or prior to the end of the Pre-Opening Period; failure to procure or maintain required insurance; abandonment of the business; relocation without our approval; loss of possession of Store premises; conviction of a felony or crime involving moral turpitude; unauthorized transfer; failure to comply with non-competition and confidentiality covenants; making of material misrepresentations; engaging in fraudulent conduct; deny us immediate access to Store or books or records for audit or inspection; failure to immediately initiate cure of a curable default; curable default occurs more than once; default under Franchise Agreement or any related agreement and failure to cure such default if curable; engaging in illegal activities; assaulting or threatening health or safety of others; engaging in repeated or pattern of abusive behavior against others; selling banned products; failure to comply with applicable laws; engaging in conduct that creates material risk of danger to health or safety; conduct that is injurious to the goodwill associated with Proprietary Marks; receipt of 3 or more default notices within 12-month period; wholesaling or conduct of wholesaling business; your designation as a Specially Designated National or Blocked Person.</p>

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
i. Franchisee's obligations on termination/non-renewal	Section 21 of the Franchise Agreement Section 14 of the Sublease "Default" in the Equipment and Inventory Promissory Note Section 10 of the Purchase Money Security Agreement Section 4 of the Product Sales Agreement Section 9 of the P.O.S. License Agreement	Pay liquidated damages; cease operation; complete de-identification; pay all sums due; at our option, surrender of physical possession of Store; return our confidential/proprietary information, including Manuals and POS program and documentation; at our option, sell to us all of your inventory and all of your equipment, fixtures and signs at depreciated value; at our option, sell to us the Store premises if you own the premises; comply with non-competition and confidentiality covenants; acceleration of rent due under sublease and amounts due under promissory note and product sales agreement. <u>Cross-Termination of Agreements:</u> If we terminate you because of your default, we may, at our option, immediately terminate, upon notice and without opportunity to cure, all other agreements between (i) us (or our affiliates), and (ii) you or your affiliates or any entity in which you or any principal, manager, partner or joint venture of you (if the franchisee is an entity), directly or indirectly, has any interest of ownership or participation. This could include other franchise agreements you or your principals have with us. If the franchise agreement expires (and is not renewed), we may terminate any other agreements relating to your franchised Store.
j. Assignment of contract by franchisor	Section 18.A of the Franchise Agreement "Unconditional Obligation" in the Equipment and Inventory Promissory Note Section 13 of the Purchase Money Security Agreement Section 12 of the Asset Purchase and Sale Agreement	No restriction on our right to assign.

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
k. "Transfer" by franchisee-defined	<p>Section 18.B(i) of the Franchise Agreement</p> <p>Section 4, Paragraph 1 and Section 17 of the Sublease</p> <p>"Unconditional Obligation" in the Equipment and Inventory Promissory Note</p> <p>Section 13 of the Purchase Money Security Agreement</p> <p>Section 14 of the P.O.S. License Agreement</p> <p>Section 12 of the Asset Purchase and Sale Agreement</p>	Includes transfer of Franchise Agreement, any interest in Franchise Agreement, any interest in the franchised business, or any equity interest in you if you are an entity or any equity interest in any owners of you if they are an entity.
l. Franchisor approval of transfer by franchisee	Section 18.B of the Franchise Agreement	All transfers are subject to our prior approval.

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
m. Conditions for franchisor approval of transfer	Section 18.B(ii) of the Franchise Agreement	Transferee qualifies; you are not in default under the Franchise Agreement or any related agreement; you pay all sums due and owing in immediately available funds; transferee completes training and does not have an interest in a competitive business; transferee enters into a written assignment assuming your obligations under the Franchise Agreement and if transferee is an entity, it guarantees those obligations; if you are not in compliance with our policies, standards or procedures, transferee agrees to achieve compliance within a reasonable period of time; at our option, transferee executes the then-current form of Franchise Agreement; transferee executes related agreements required by us; transferee, at its expense, upgrades the Store to conform to then-current standards and specifications; you remain liable for all obligations of the franchise prior to date of transfer; pay transfer fee; sign general release (if not prohibited by applicable state law); you have offered to sell the interest to us pursuant to our right of first refusal, and we have declined; terms and conditions of proposed transfer are satisfactory to us; an escrow company is used to complete the transaction; provided if (i) the transfer is of less than a 50% ownership interest in franchisee or (ii) the transfer is to an immediate family member or to an entity owned by, or under the same ownership as, the franchise, you will not first be required to offer to sell the ownership interest to us, and the franchise term will be equal to your then remaining franchise term under your franchise agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 18.C of the Franchise Agreement	We can match any offer for the transfer of your business or any controlling ownership interest.
o. Franchisor's option to purchase franchisee's business	Section 18.C and Section 21.I of the Franchise Agreement	We have an option to purchase your business only upon transfer by you of your business or a controlling ownership interest or termination.
p. Death or disability of franchisee	Section 18.D of the Franchise Agreement	Transfer to approved buyer must occur within 6 months after death or disability.

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
q. Non-competition covenants during the term of the franchise	Section 22.A of the Franchise Agreement and Section 3 of Attachment C, "Personal Covenants"	You must not be involved in a competing business or employ or seek to employ or induce to leave their employment any of our employees or employees of our affiliates or other franchisees.
r. Non-competition covenants after the franchise is terminated or expires	Section 22.B of the Franchise Agreement and Section 3 of Attachment C, "Personal Covenants"	You must not be involved in a competing business located within 5 miles of the Approved Location, any GNC Store or General Nutrition Center, or any other retail outlet owned by us or our affiliates or employ or seek to employ or induce to leave their employment any of our employees or employees of our affiliates or other franchisees for 1 year
s. Modification of the agreement	Section 15 and Section 31 of the Franchise Agreement Section 12, Section 20 and Section 21 of the Sublease "Replacement of Note" in the Equipment and Inventory Promissory Note Section 16 of the P.O.S. License Agreement Section 5 of the Guarantee	Generally, no modifications unless agreed to by both parties in writing. We may revise the Manuals and you must comply with each requirement.
t. Integration/merger clause	Section 31 of the Franchise Agreement Section 20 of the Sublease Section 23 of the P.O.S. License Agreement Section 13.4.1 of the Asset Purchase and Sale Agreement Section 5 of the Guarantee	Only the terms of the Franchise Agreement and related agreements are binding or enforceable (subject to applicable federal and state law). Any other promises, if any, may not be enforceable. Nothing in the Franchise Agreement or any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to you.
u. Dispute resolution by arbitration or mediation	Section 29 of the Franchise Agreement	Arbitration of disputes required except as otherwise provided under Section 29.C.

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
v. Choice of forum	<p>Section 29.D of the Franchise Agreement</p> <p>Section 16 of the Sublease</p> <p>“Forum Selection” in the Equipment and Inventory Promissory Note</p> <p>Section 18 of the Purchase Money Security Agreement</p> <p>Section 7 of the Product Sales Agreement</p> <p>Section 17 of the P.O.S. License Agreement</p> <p>Section 13.3 of the Asset Purchase and Sale Agreement</p> <p>Section 8 of the Guarantee</p>	<p>Dispute resolution must be in Pennsylvania except where individual state laws supersede or where we bring an action in another state</p>
w. Choice of law	<p>Section 29.A of the Franchise Agreement</p> <p>“Governing Law” in the Equipment and Inventory Promissory Note</p> <p>Section 17 of the Purchase Money Security Agreement</p> <p>Section 6 of the Product Sales Agreement</p> <p>Section 16 of the P.O.S. License Agreement</p> <p>Section 13.3 of the Asset Purchase and Sale Agreement</p> <p>Section 7 of the Guarantee</p>	<p>Pennsylvania law applies except where individual state laws supersede</p>

Provision	Section in Franchise Agreement or other agreement	Summary of Franchise Agreement section(s)
x. Liquidated Damages	Section 21.A. of the Franchise Agreement	Upon termination of the Franchise Agreement due to your breach, you must pay us, in addition to other amounts owed, liquidated damages in an amount equal to (i) the greater of (a) the average monthly amount of Royalty Fees payable by you to us for the two (2) years immediately preceding the date of termination or (b) the average monthly amount of Royalty Fees payable by you to us for the twelve (12-) month period immediately preceding the date of termination, however, if the Store has not been open for at least twelve (12) months, the average monthly amount of Royalty Fees payable by you to us for the months in which the Store has been open; then (ii) multiplied by the number of months remaining in the then-current term of the Franchise Agreement.

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Development Agreement

Provision	Section in Development Agreement	Summary of Development Agreement section(s)
a. Length of the franchise term	Section 3	The term expires on the earlier of (i) the date on which Developer has completed its development obligations under Development Agreement; or (ii) the last day specified in the Development Schedule.
b. Renewal or extension of the term	Not applicable	None
c. Requirements for franchisee to renew or extend	Not applicable	None
d. Termination by franchisee	Not applicable	None
e. Termination by franchisor without cause	Not applicable	None
f. Termination by franchisor with cause	Section 12	We can terminate the Development Agreement only if you default or if certain events (described in (g) and (h) below) occur. In some instances, you will have an opportunity to cure the default.
g. "Cause" defined- curable defaults	Section 12.3	If you fail to pay the Development Fee or any other payments when due, you may cure the default within 5 days' written notice. If you fail to pay when due any amount owed to any creditor, supplier or lessor or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through appropriate proceedings), you may correct the failure within 10 calendar days after written notice. If you fail to comply with any term of the Development Agreement not covered by "h" below, you have 15 days after we give you written notice to cure the default.

<p>h. "Cause" defined-non-curable defaults</p>	<p>Sections 12.2 and 12.3</p>	<p>Insolvency; failure to pay debts as they come due; general assignment for the benefit of creditors; bankruptcy; appointment of a receiver; proceedings instituted for a composition with creditors; a final judgment remains unsatisfied or of record for thirty (30) days or longer; execution is levied against your business or assets; suit to foreclose any lien or mortgage against your business or assets is instituted against you and not dismissed within 30 days; you fail to comply with the Development Schedule or fail to maintain in continuous operation the minimum cumulative number of GNC Stores required by the Development Schedule to be in operation; if failure to comply fully with the non-compete, non-solicitation or confidentiality provisions; if you make or attempt to make an unauthorized transfer; you, any principal or any guarantor is convicted of or pleads guilty or no contest to a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the GNC System, the GNC Proprietary Marks, the goodwill associated therewith, or our interest therein; you or any of your principals, employees, agents or representatives make or give, or have made or given, any material representation or any false, misleading, inaccurate or incomplete information; you or any of your employees, agents or representatives engage in fraudulent conduct, including knowingly maintaining false books or records or submitting or making any false reports or statements to us; you engage in illegal activities in connection with the operation of your business; you fail to comply with any federal, state or local law or regulation applicable to the operation of your business; you default under any Franchise Agreement or ancillary agreement or any other agreement between you and us and fail to cure the default within the applicable cure period, if any; you are dissolved; you receive at least 3 default notices within a 12 month period; designation as a Specially Designated National or Blocked Person.</p>
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Provision	Section in Development Agreement	Summary of Development Agreement section(s)
i. Franchisee's obligations on termination/non-renewal	Sections 12.5 and 12.7	<p>You will have no right to establish or operate a GNC Store for which a Franchise Agreement has not been executed by us and delivered to you at the time of termination.</p> <p>You must immediately cease to operate your business and may not directly or indirectly represent to the public or hold yourself out as a present or former developer of us; immediately cease to use in any manner any confidential information and Proprietary Marks; promptly pay all sums owing to us and our affiliates; promptly pay to us all damages, costs and expenses, including reasonable attorneys' fees and court costs, incurred by us in connection with the termination of the development agreement; and turn over to us all manuals, records, files, instructions, correspondence and all other materials relating to the operation of your business.</p> <p>You must strictly comply with the post-termination/post-expiration covenant not to compete and non-solicitation covenant in the development agreement and continue to abide by the restrictions pertaining to the use of our confidential information.</p> <p><u>Cross Termination of Agreements.</u> If we terminate you because of your default, we may, at our option, immediately terminate upon written notice, all other agreements between (i) us (or our affiliates) and (ii) you, your affiliates or principals or any entity in which you or any principal, manager, partner or joint venture of you, directly or indirectly, has any interest of ownership or participation. This could result in the termination of one or more other agreements that may or may not relate directly to your business. This could also result in the termination of one or more other development agreements or franchise agreements for other GNC Stores and any agreements related to those other GNC Stores, regardless of location.</p>
j. Assignment of contract by franchisor	Section 11.1	No restriction on our right to assign.

Provision	Section in Development Agreement	Summary of Development Agreement section(s)
k. "Transfer" by franchisee-defined	Section 11.2	Includes transfer of Development Agreement, any interest in Development Agreement, or any transfer of an equity interest in you if you are an entity or an equity interest in any owners of you if they are an entity.
l. Franchisor approval of transfer by franchisee	Section 11.2	All transfers require our prior written approval.

Provision	Section in Development Agreement	Summary of Development Agreement section(s)
m. Conditions for franchisor approval of transfer	Section 11.3	<p>We may require, in our sole discretion, as a condition of our approval of any transfer: satisfaction of all of your accrued monetary obligations to us or any affiliate; that there is no default of any provisions of the development agreement or any other agreement with us, including any Franchise Agreements; execution of a general release; that the transferee enter into a written agreement assuming and agreeing to discharge all of your obligations under the development agreement, and that the transferee’s principals must guarantee the performance of all of those obligations; that the transferee demonstrate to our satisfaction that it meets our managerial and business standards, possesses a good moral character and business experience, and has adequate financial resources and capital; at our option, that the transferee executes the then-current standard form of Development Agreement, for a term ending on, at our discretion, either (i) the expiration date of this Agreement; or (ii) a mutually-agreed upon expiration date, and all other ancillary agreements we may require; that you and each guarantor of the development agreement remain liable for all obligations of your business prior to the effective date of the transfer; that you transfer all of your rights in each Franchise Agreement executed and GNC Store operating pursuant to the development agreement to the transferee; that you pay a transfer fee in the amount of \$10,000, or such greater amount as is necessary to reimburse us for our reasonable costs and expenses associated with reviewing and approving the transfer; that the terms and conditions of the proposed transfer are satisfactory to us; that neither the transferee nor any of its affiliates or principals are associated with or own a direct or indirect interest in a competitive business.</p>
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 14.1	We can match any offer for the transfer of your business or any controlling ownership interest.
o. Franchisor’s option to purchase franchisee’s business	Not applicable	None

Provision	Section in Development Agreement	Summary of Development Agreement section(s)
p. Death or disability of franchisee	Section 11.5	You must immediately notify us upon the death or disability of any person with an interest in the development agreement or you. We may immediately enter upon the premises of the business, and install a manager to manage and operate the business for such time as we deem necessary, or until an approved transfer occurs. We are entitled to reasonable compensation and expenses incurred during this period. Your interest must be transferred to an approved buyer within 6 months after death or disability or we may terminate the Development Agreement.
q. Non-competition covenants during the term of the franchise	Sections 13.1 and 13.2	No involvement in a competing business and no solicitation of our employees or employees of other GNC franchisees.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.1 and 13.2	For one year, no involvement in a competing business located within 5 miles of any GNC Store, and no solicitation of our employees or employees of other GNC franchisees.
s. Modification of the agreement	Section 27	No modifications unless agreed to by all parties in writing.
t. Integration/merger clause	Section 27	Only the terms of the Development Agreement are binding or enforceable (subject to applicable federal and state law). Any other promises, if any, may not be enforceable. Nothing in the Development Agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished to you.
u. Dispute resolution by arbitration or mediation	Section 20	Arbitration of disputes required except as otherwise provided under Section 20. Arbitration must occur in Pittsburgh, Pennsylvania.

Provision	Section in Development Agreement	Summary of Development Agreement section(s)
v. Choice of forum	Section 20	Dispute resolution must be in Pittsburgh, Pennsylvania except where individual state laws supersede or where we bring an action in another state.
w. Choice of law	Section 20	Pennsylvania law applies except where individual state laws supersede.

ITEM 18

PUBLIC FIGURES

We have neither given nor promised compensation or other benefit to any public figure in connection with the use of a public figure in the name or symbol of the franchised business or the endorsement or recommendation of the franchised business by a public figure in advertisements. You are not prohibited by the Franchise Agreement from using the name of a public figure or celebrity in your promotional efforts or advertising; however, all advertising requires our prior approval.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or company operated outlets, if there is a reasonable basis for the information, and the information is included in the disclosure document. Financial performance information that differs from the information included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements

the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

BASIS OF FINANCIAL PERFORMANCE REPRESENTATION

Below is an historical financial performance representation that is based on information from existing franchised GNC Stores that have been open for business to the public within the United States for at least one year during a one-year measuring period from January 1, 2015 through December 31, 2015. As of December 31, 2015, there were 1,084 franchised GNC Stores that were open and operating in the United States. Of those 1,084 franchised GNC Stores, 1,020 of them had been in business continuously from January 1, 2015 through December 31, 2015, and we used the financial performance data from those 1,020 franchised Stores for that period in arriving at the financial performance representation below. The financial performance representation does not include information for franchisees who were terminated, reacquired, not renewed or left our system for other reasons during the 2015 calendar year (see Item 20 for more information.), nor does it include information from GNC Stores operated by us or GNC/Rite Aid or from GNC Stores located on military bases.

AVERAGE GROSS RETAIL SALES

The average gross retail sales of the 1,020 franchised Stores described above for the period from January 1, 2015 through December 31, 2015 were \$506,728.19. 428 of those Stores (or 42.0%) actually attained or surpassed the average gross retail sales of \$506,728.19 for that period (see the Note below). Gross sales is the amount of sales of all products sold in a Store, whether for cash or on a charge, credit or time basis, without reserve or deduction for inability or failure to collect, and includes income of every kind related to the franchised business. Gross sales do not include excise or sales taxes paid to the government. To compute gross sales, you should deduct the amount of over-rings, refunds, allowances or discounts to customers. (See Attachment B of the Franchise Agreement for our definition of Gross Sales).

Some GNC franchised Stores have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

OPERATING COSTS AND EXPENSES

The average gross retail sales described in this Item 19 do not include average costs and expenses necessary to operate the GNC Store as experienced by GNC franchisees in certain categories, including but not limited to the following: (1) Fixed Expenses - Occupancy, Local Advertising, National Advertising, Royalties, and POS Maintenance; (2) Variable Expenses - Cost of Sales, Wages, and Benefits, Debt Service, Income Taxes, Depreciation, Supply Expenses, Janitorial Services, Telephone Expenses, Credit Card Expenses, Travel/Entertainment and Discretionary Expenses; and (3) Initial Start-up Expenses - initial franchise fee, Initial Promotional Materials, Construction Handling Fees, Security Deposits, Additional Site Selection Assistance, Initial Training Costs, and Miscellaneous Opening Costs. (See Items 7 and 8 of this Disclosure Document for further explanation.)

Actual gross sales and earnings capability will vary depending upon the expenses noted above, as well as a variety of internal and external factors, such as: general population of the market, local household income, general economic conditions in the market, recognition and brand patronage, the products offered in your Store, competition and price of competitive products and services in the market, your ability to generate repeat customers and create customer loyalty, acquisitions and strategic alliances, competition, e-commerce, new regulations of the supplement industry, taxes, differences in management skills and experience levels, the availability of financing, general economic climate, demographics, weather, Store location, Store size, discounts, and changing consumer preferences. Many of the Stores included in this

data have also been open and operating for several years. These franchisees have achieved their level of sales after spending many years building customer goodwill at a particular location. Your sales will also be affected by your own operational ability, which may include your experience with managing a business, your capital and financing (including working capital), continual training of you and your staff, customer service orientation, your business plan, and the use of experts (for example, an accountant) to assist in your business plan. In addition, promotions and discounts we may institute to maintain market share in the increasingly competitive nutritional supplement environment may potentially reduce your earnings capability. There are numerous factors that may affect sales at your Store. The factors listed above are not an all-inclusive list of those factors.

We cannot estimate or project the results of operations of a particular franchise, and make no guarantee or assertion that you will attain the results set forth in this Item 19. We strongly recommend that you make your own independent investigation of whether or not the franchise may be “profitable,” and confer with your attorney, accountant, or other business advisor before executing any agreement with us.

We will make written substantiation for the financial performance representation in this Item 19 available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Greg Johnston, General Nutrition Corporation, 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, (412) 288-4600, the Federal Trade Commission, and the appropriate state regulatory agencies.

NOTE:

1. The financial performance representation contained in this Item 19 is based upon the reports generated from the POS Cash Registers of our franchisees operating throughout the period represented (*See* Item 11). We have assumed that the franchisees’ information is accurate, complete, and contains no material misrepresentations or omissions. We have not audited or verified this information. This information has not been separately audited or verified by an independent certified public accountant, and it may not have been prepared on a basis consistent with generally accepted accounting principles.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Data for all tables below is for the periods:

2013: 1-1-2013 through 12-31-2013

2014: 1-1-2014 through 12-31-2014

2015: 1-1-2015 through 12-31-2015

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TABLE NO. 1**Systemwide Outlet Summary
For Years 2013 to 2015**

(Column 1) Outlet Type	(Column 2) Year	(Column 3) Outlets at the Start of the Year	(Column 4) Outlets at the End of the Year	(Column 5) Net Change
Franchised	2013	950	1,012	+62
	2014	1,012	1,070	+58
	2015	1,070	1,084	+14
Company-Owned*	2013	2,880	3,029	+149
	2014	3,029	3,150	+121
	2015	3,150	3,220	+70
Total Outlets	2013	3,830	4,041	+211
	2014	4,041	4,220	+179
	2015	4,220	4,304	+84

*includes Puerto Rico (36 stores)

TABLE NO. 2**Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor)
For Years 2013 to 2015**

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
Alabama	2013	0
	2014	0
	2015	2
California	2013	4
	2014	3
	2015	4
Colorado	2013	0
	2014	0
	2015	1
District of Columbia	2013	1
	2014	0
	2015	0
Florida	2013	3
	2014	1
	2015	8

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
Georgia	2013	1
	2014	2
	2015	0
Illinois	2013	7
	2014	2
	2015	1
Indiana	2013	0
	2014	2
	2015	0
Kentucky	2013	0
	2014	1
	2015	1
Louisiana	2013	2
	2014	0
	2015	0
Maryland	2013	0
	2014	2
	2015	1
Michigan	2013	1
	2014	1
	2015	1
Minnesota	2013	2
	2014	0
	2015	2
Mississippi	2013	0
	2014	2
	2015	0
Missouri	2013	0
	2014	3
	2015	0
Nebraska	2013	1
	2014	1
	2015	0
New Hampshire	2013	1
	2014	0
	2015	0
New Jersey	2013	2
	2014	0
	2015	0
New York	2013	2
	2014	3
	2015	5

(Column 1) State	(Column 2) Year	(Column 3) Number of Transfers
North Carolina	2013	0
	2014	1
	2015	0
Ohio	2013	4
	2014	1
	2015	0
Pennsylvania	2013	0
	2014	0
	2015	2
South Carolina	2013	1
	2014	0
	2015	8
Tennessee	2013	0
	2014	1
	2015	0
Texas	2013	3
	2014	2
	2015	1
Washington	2013	1
	2014	1
	2015	0
Total	2013	36
	2014	29
	2015	37

TABLE NO. 3

**Status of Franchised Outlets
For Years 2013 to 2015**

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Terminations (See Note below)	(Col. 6) Non- Renewals	(Col. 7) Reacquired by Franchisor (See Note below)	(Col. 8) Ceased Operations --Other Reasons	(Col. 9) Outlets at End of the Year
Alabama	2013	12	0	0	0	0	0	12
	2014	12	3	0	0	0	0	15
	2015	15	0	1	0	0	0	14
Alaska	2013	2	1	0	0	0	0	3
	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	1	0	2
Arizona	2013	6	0	0	0	0	0	6
	2014	6	0	1	0	1	0	4
	2015	4	1	0	0	2	0	3
Arkansas	2013	4	0	0	0	0	0	4
	2014	4	0	0	0	1	0	3
	2015	3	1	0	0	0	0	4
California	2013	128	8	0	1	3	0	132
	2014	132	9	0	0	1	0	139
	2015	139	7	0	1	6	0	139
Colorado	2013	12	0	0	0	1	0	11
	2014	11	1	0	0	2	0	10
	2015	10	1	0	0	1	0	10
Connecticut	2013	4	0	0	0	0	0	4
	2014	4	1	0	0	0	0	5
	2015	5	0	0	0	0	0	5
Delaware	2013	3	0	0	0	0	0	3
	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
District of Columbia	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
Florida	2013	89	12	0	1	4	0	96
	2014	96	19	0	2	2	0	111
	2015	111	7	0	1	7	0	110
Georgia	2013	43	3	0	0	1	0	45
	2014	45	1	0	0	4	0	42
	2015	42	0	0	1	0	0	41
Hawaii	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Terminations (See Note below)	(Col. 6) Non- Renewals	(Col. 7) Reacquired by Franchisor (See Note below)	(Col. 8) Ceased Operations --Other Reasons	(Col. 9) Outlets at End of the Year
Idaho	2013	4	0	0	0	1	0	3
	2014	3	0	0	0	0	0	3
	2015	3	1	0	0	1	0	3
Illinois	2013	55	5	0	0	0	0	60
	2014	60	4	0	0	1	0	63
	2015	63	3	0	0	2	0	64
Indiana	2013	22	1	0	0	0	0	23
	2014	23	1	0	0	0	0	24
	2015	24	0	3	0	1	0	20
Iowa	2013	4	0	0	0	0	0	4
	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
Kansas	2013	6	1	0	0	0	0	7
	2014	7	1	0	0	1	0	7
	2015	7	1	0	1	0	0	7
Kentucky	2013	7	1	0	0	0	0	8
	2014	8	0	0	0	0	0	8
	2015	8	0	0	0	0	0	8
Louisiana	2013	11	1	0	0	0	0	12
	2014	12	3	0	0	0	0	15
	2015	15	1	0	0	0	0	16
Maine	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Maryland	2013	21	3	0	0	0	0	24
	2014	24	0	0	0	0	0	24
	2015	24	1	0	0	0	0	25
Massachusetts	2013	5	1	0	0	0	0	6
	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	2	0	4
Michigan	2013	34	2	0	0	0	0	36
	2014	36	2	0	0	0	0	38
	2015	38	1	0	0	1	0	38
Minnesota	2013	13	2	0	0	0	0	15
	2014	15	2	0	0	0	0	17
	2015	17	6	0	0	0	0	23
Mississippi	2013	13	3	0	0	0	0	16
	2014	16	1	0	0	0	0	17
	2015	17	0	0	0	0	0	17
Missouri	2013	20	0	0	1	0	0	19
	2014	19	1	1	0	5	0	14
	2015	14	2	0	0	1	0	15
Montana	2013	4	0	0	0	0	0	4

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Terminations (See Note below)	(Col. 6) Non- Renewals	(Col. 7) Reacquired by Franchisor (See Note below)	(Col. 8) Ceased Operations --Other Reasons	(Col. 9) Outlets at End of the Year
	2014	4	0	0	0	0	0	4
	2015	4	0	0	0	0	0	4
Nebraska	2013	8	1	0	0	0	0	9
	2014	9	1	0	0	0	0	10
	2015	10	4	0	0	0	0	14
Nevada	2013	9	1	0	0	1	0	9
	2014	9	5	0	0	1	0	13
	2015	13	3	0	0	0	0	16
New Hampshire	2013	6	0	0	0	0	0	6
	2014	6	0	0	0	0	0	6
	2015	6	0	0	0	0	0	6
New Jersey	2013	40	8	0	0	0	0	48
	2014	48	3	0	0	3	0	48
	2015	48	0	0	0	0	0	48
New Mexico	2013	2	0	0	0	0	0	2
	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
New York	2013	43	5	1	0	1	0	46
	2014	46	7	0	0	0	0	53
	2015	53	0	0	0	0	0	53
North Carolina	2013	23	1	0	0	0	0	24
	2014	24	0	0	0	0	0	24
	2015	24	2	0	0	0	0	26
North Dakota	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Ohio	2013	44	0	0	0	0	0	44
	2014	44	2	0	0	4	0	42
	2015	42	2	0	0	1	0	43
Oklahoma	2013	14	0	0	0	0	0	14
	2014	14	1	1	0	0	0	14
	2015	14	2	0	0	0	0	16
Oregon	2013	5	0	0	0	0	0	5
	2014	5	0	0	0	0	0	5
	2015	5	0	0	0	0	0	5
Pennsylvania	2013	34	1	0	0	1	0	34
	2014	34	2	0	0	0	0	36
	2015	36	2	0	0	1	0	37
Rhode Island	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
South Carolina	2013	24	2	1	0	0	0	25
	2014	25	1	0	0	0	0	26

(Col. 1) State	(Col. 2) Year	(Col. 3) Outlets at Start of Year	(Col. 4) Outlets Opened	(Col. 5) Terminations (See Note below)	(Col. 6) Non- Renewals	(Col. 7) Reacquired by Franchisor (See Note below)	(Col. 8) Ceased Operations --Other Reasons	(Col. 9) Outlets at End of the Year
	2015	26	0	0	0	3	0	23
South Dakota	2013	0	1	0	0	0	0	1
	2014	1	1	0	0	0	0	2
	2015	2	0	0	0	0	0	2
Tennessee	2013	26	0	0	1	0	0	25
	2014	25	3	0	1	0	0	27
	2015	27	1	0	0	2	0	26
Texas	2013	104	12	0	0	0	0	116
	2014	116	13	0	0	0	0	129
	2015	129	5	0	0	1	0	133
Utah	2013	6	1	0	0	0	0	7
	2014	7	1	0	0	2	0	6
	2015	6	0	0	0	1	0	5
Vermont	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Virginia	2013	22	1	0	0	0	0	23
	2014	23	2	0	0	0	0	25
	2015	25	2	0	1	0	0	26
Washington	2013	12	2	0	0	0	0	14
	2014	14	2	0	0	0	0	16
	2015	16	4	1	0	3	0	16
West Virginia	2013	3	0	0	0	0	0	3
	2014	3	0	0	0	0	0	3
	2015	3	1	0	0	0	0	4
Wisconsin	2013	2	1	0	0	0	0	3
	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
Wyoming	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
Total	2013	950	81	2	4	13	0	1,012
	2014	1,012	93	3	3	28	1	1,070
	2015	1,070	61	3	5	39	0	1,084

Note: During each fiscal year, there were franchised stores that were terminated prior to the end of the franchise term, but they are reflected in the “Reacquired by Franchisor” column because in all of those instances, we provided the terminated franchisees consideration for, at a minimum, their inventory.

TABLE NO. 4

**Status of Company-Owned Outlets
For Years 2013 to 2015**

(Column 1) State	(Column 2) Year	(Column 3) Outlets at Start of Year	(Column 4) Outlets Opened	(Column 5) Reacquired From Franchisees	(Column 6) Outlets Closed	(Column 7) Outlets Sold To Franchisees	(Column 8) Outlets at End of Year
Alabama	2013	32	0	0	0	0	32
	2014	32	0	0	0	0	32
	2015	32	1	0	0	0	33
Alaska	2013	10	1	0	0	0	11
	2014	11	0	0	0	0	11
	2015	11	0	1	0	0	12
Arizona	2013	56	4	0	2	0	58
	2014	58	8	1	0	0	67
	2015	67	1	2	0	0	70
Arkansas	2013	20	0	0	0	0	20
	2014	20	3	1	0	0	24
	2015	24	0	0	0	1	23
California	2013	244	18	3	2	2	261
	2014	261	14	1	2	4	270
	2015	270	12	6	2	6	280
Colorado	2013	63	4	1	0	0	68
	2014	68	2	2	1	1	70
	2015	70	5	1	0	1	75
Connecticut	2013	40	3	0	0	0	43
	2014	43	1	0	1	0	43
	2015	43	0	0	0	0	43
Delaware	2013	15	0	0	0	0	15
	2014	15	1	0	0	0	16
	2015	16	0	0	0	0	16
District of Columbia	2013	3	3	0	0	0	6
	2014	6	0	0	0	0	6
	2015	6	0	0	0	0	6
Florida	2013	238	12	4	0	0	254
	2014	254	21	2	1	8	268
	2015	268	6	7	3	3	275
Georgia	2013	95	1	1	0	0	97
	2014	97	3	4	0	0	104
	2015	104	5	0	2	0	107
Hawaii	2013	19	2	0	0	0	21
	2014	21	2	0	0	0	23
	2015	23	0	0	0	0	23
Idaho	2013	7	1	1	0	0	9
	2014	9	0	0	0	0	9
	2015	9	2	1	0	1	11

(Column 1) State	(Column 2) Year	(Column 3) Outlets at Start of Year	(Column 4) Outlets Opened	(Column 5) Reacquired From Franchisees	(Column 6) Outlets Closed	(Column 7) Outlets Sold To Franchisees	(Column 8) Outlets at End of Year
Illinois	2013	108	6	0	2	1	111
	2014	111	6	1	2	3	113
	2015	113	4	2	0	2	117
Indiana	2013	63	1	0	0	1	63
	2014	63	4	0	0	0	67
	2015	67	0	3	1	0	69
Iowa	2013	27	1	0	0	0	28
	2014	28	2	0	1	0	29
	2015	29	0	0	0	0	29
Kansas	2013	25	2	0	0	0	27
	2014	27	1	1	1	0	28
	2015	28	1	0	1	0	28
Kentucky	2013	37	2	0	0	0	39
	2014	39	1	0	0	0	40
	2015	40	1	0	0	0	41
Louisiana	2013	38	2	0	0	0	40
	2014	40	4	0	0	1	43
	2015	43	1	0	0	0	44
Maine	2013	10	1	0	0	0	11
	2014	10	0	0	0	0	11
	2015	11	0	0	0	0	11
Maryland	2013	55	4	0	2	0	57
	2014	57	4	0	1	0	60
	2015	60	0	0	0	0	60
Massachusetts	2013	68	5	0	0	0	73
	2014	73	0	0	0	0	73
	2015	73	4	2	2	0	77
Michigan	2013	84	2	0	0	1	85
	2014	85	1	0	0	0	86
	2015	86	1	1	1	0	87
Minnesota	2013	66	1	0	0	0	67
	2014	67	1	0	1	0	67
	2015	67	1	0	0	5	63
Mississippi	2013	18	0	0	0	0	18
	2014	18	2	0	1	0	19
	2015	19	2	0	0	0	21
Missouri	2013	46	7	0	1	0	52
	2014	52	4	5	1	0	60
	2015	60	2	1	1	0	62
Montana	2013	6	1	0	0	0	7
	2014	7	0	0	0	0	7
	2015	7	0	0	0	0	7
Nebraska	2013	11	0	0	0	0	11
	2014	11	1	0	0	0	12

(Column 1) State	(Column 2) Year	(Column 3) Outlets at Start of Year	(Column 4) Outlets Opened	(Column 5) Reacquired From Franchisees	(Column 6) Outlets Closed	(Column 7) Outlets Sold To Franchisees	(Column 8) Outlets at End of Year
	2015	12	0	0	0	4	8
Nevada	2013	20	2	1	0	0	23
	2014	23	3	1	0	1	26
	2015	26	0	0	0	3	23
New Hampshire	2013	17	1	0	0	0	18
	2014	18	0	0	0	0	18
	2015	18	1	0	0	0	19
New Jersey	2013	94	0	0	0	0	94
	2014	94	1	3	2	0	96
	2015	96	3	0	1	0	98
New Mexico	2013	18	0	0	0	0	18
	2014	18	1	0	0	0	19
	2015	19	0	0	0	0	19
New York	2013	184	16	1	4	1	196
	2014	196	14	0	3	0	207
	2015	207	7	0	2	0	212
North Carolina	2013	104	9	0	3	0	110
	2014	110	6	0	1	0	115
	2015	115	4	0	0	2	117
North Dakota	2013	8	0	0	0	0	8
	2014	8	0	0	0	0	8
	2015	8	0	0	0	0	8
Ohio	2013	117	3	0	0	0	117
	2014	120	3	4	2	1	124
	2015	124	4	1	1	1	127
Oklahoma	2013	25	0	0	0	0	25
	2014	25	0	0	0	0	25
	2015	25	0	0	0	0	25
Oregon	2013	32	6	0	0	0	38
	2014	38	3	0	1	0	40
	2015	40	0	0	0	0	40
Pennsylvania	2013	166	5	1	1	0	171
	2014	171	4	0	1	0	174
	2015	174	2	1	5	0	172
Puerto Rico	2013	26	7	0	0	0	33
	2014	33	2	0	0	0	35
	2015	35	1	0	0	0	36
Rhode Island	2013	14	0	0	0	0	14
	2014	14	0	0	0	0	14
	2015	14	1	0	0	0	15
South Carolina	2013	33	2	0	1	0	34
	2014	34	2	0	0	1	35
	2015	35	1	3	0	0	39
South Dakota	2013	6	1	0	0	0	7

(Column 1) State	(Column 2) Year	(Column 3) Outlets at Start of Year	(Column 4) Outlets Opened	(Column 5) Reacquired From Franchisees	(Column 6) Outlets Closed	(Column 7) Outlets Sold To Franchisees	(Column 8) Outlets at End of Year
	2014	7	1	0	0	1	7
	2015	7	0	0	0	0	7
Tennessee	2013	43	4	0	0	0	47
	2014	47	3	0	0	0	50
	2015	50	2	2	0	1	53
Texas	2013	205	7	0	1	3	208
	2014	208	6	0	2	5	207
	2015	207	3	1	3	1	207
Utah	2013	31	1	0	0	0	32
	2014	32	2	2	0	0	36
	2015	36	4	1	0	0	41
Vermont	2013	5	0	0	0	0	5
	2014	5	0	0	0	0	5
	2015	5	0	0	0	0	5
Virginia	2013	81	6	0	1	0	86
	2014	86	4	0	0	0	90
	2015	90	3	0	0	1	92
Washington	2013	52	6	0	0	0	58
	2014	58	3	0	2	0	59
	2015	59	3	3	0	1	64
West Virginia	2013	20	2	0	1	0	21
	2014	21	2	0	0	0	23
	2015	23	1	0	0	0	24
Wisconsin	2013	68	3	0	0	0	71
	2014	71	0	0	0	0	71
	2015	71	1	0	1	0	71
Wyoming	2013	7	1	0	0	0	8
	2014	8	0	0	0	0	8
	2015	8	0	0	0	0	8
Total	2013	2,880	166	13	21	9	3,029
	2014	3,029	146	28	27	26	3,150
	2015	3,150	90	39	26	33	3,220

TABLE NO. 5**Projected Openings As Of December 31, 2015**

(Column 1) State	(Column 2) Franchised Agreements Signed But Not Open	(Column 3) Projected New Franchised Outlets in Next Fiscal Year	(Column 4) Projected New Company- Owned Outlets in the Next Fiscal Year
AL	1	0	1
AR	0	1	0
AZ	0	1	1
CA	2	11	7
CO	0	0	3
FL	3	13	5
GA	1	0	2
HI	0	0	2
ID	0	0	1
IL	1	5	0
IN	0	1	0
LA	0	1	0
MA	0	0	4
MD	0	2	0
MI	1	1	2
MN	0	2	0
MS	0	1	0
NC	0	3	1
NE	0	1	0
NH	0	0	1
NJ	0	2	1
NM	0	1	1
NV	0	0	4
NY	1	2	4
OH	0	2	1
OR	0	0	1
PA	1	4	0
SC	1	2	1
TN	0	2	0
TX	5	31	5
UT	0	1	0
VA	0	6	1
WA	0	3	0
WV	0	1	1
Total	17	100	50

The names of all of our franchisees and the addresses and telephone numbers of their Stores are listed in Exhibit O-1. Exhibit O-1 also contains the name of each of our franchisees who has signed a franchise agreement but has not yet opened their Store, along with the city and state where their franchise will be located, and their business telephone number and/or email address.

The name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business pursuant to the Franchise Agreement within the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the date of this Disclosure Document, are listed in Exhibit O-2 of this Disclosure Document. There are 84 former franchisees listed in Exhibit O-2 (37 of those are transfers). **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have signed confidentiality clauses with certain current or former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the GNC franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

No trademark-specific franchisee associations are required to be disclosed in this Item.

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ITEM 21

FINANCIAL STATEMENTS

The following statements and other documents listed below are attached to this Disclosure Document and appear in the following order:

- A. Guarantee of Performance by GNC Holdings, Inc. (formerly known as GNC Acquisition Holdings Inc.) for the obligations of its subsidiary, General Nutrition Corporation. GNC Holdings, Inc. absolutely and unconditionally guarantees our obligations under the Franchise Agreement. (See Exhibit P-1)
- B. Audited financial statements of our parent company GNC Holdings, Inc. and Subsidiaries, as follows (See Exhibit P-2):

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2015 and as of December 31, 2014

Consolidated Statements of Income for the years ended December 31, 2015, 2014 and 2013

Consolidated Statements of Comprehensive Income for the years ended December 31, 2015, 2014 and 2013.

Consolidated Statements of Stockholder's Equity for the years ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows for the years ended December 31, 2015, 2014 and 2013

Notes to the Consolidated Financial Statements

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ITEM 22

CONTRACTS

The following agreements and other required exhibits are attached to this Disclosure Document in the pages immediately following:

- A. List of State Administrators
 - B. Agents for Service of Process
 - C. Table of Contents of Franchise Operations Manual
 - D. State Addenda to the Disclosure Document (includes form of general release required for renewals and approved transfers)
 - E. General Nutrition Corporation Franchise Agreement
The following additional contracts or agreements are attached to the Franchise Agreement:
 - a. Direct Lease Program Addendum (Attachment A)
 - b. Definitions for Franchise Agreement (Attachment B)
 - c. Personal Covenants (Attachment C)
 - d. Franchisee Information (Attachment D)
 - e. State Addenda to Franchise Agreement (Attachment E)
 - f. SBA Loan Addendum (for SBA loans only) (Attachment F)Guarantee
 - F. General Nutrition Corporation Area Development Agreement
 - a. Personal Covenants (Exhibit A)
 - b. Developer Information (Exhibit B)
 - c. Guaranty Agreement (Exhibit C)
 - d. State Addenda to Area Development Agreement (Exhibit D)
 - G. Product Sales Agreement
 - H. Asset Purchase and Sale Agreement
 - I. Equipment and Inventory Promissory Note
 - J. Purchase Money Security Agreement
 - K. Sublease
 - L. Direct Leasing Program
 - L-1. Negotiating a Landlord Proposal
 - L-2. Factors to Consider When Selecting Real Estate
 - M. P.O.S. License Agreement
 - N. Confidentiality Statement
 - O. List of Franchisees
 - O-1. List of Franchisees
 - O-2. List of Former Franchisees
 - P. Guarantee and Financial Statements
 - P-1. Guarantee of Performance by GNC Holdings, Inc.
 - P-2. GNC Holdings, Inc. Audited Financial Statements
 - Q. Subordination Agreements (Sublessees and Direct Lessees)
 - R. List of Training Instructors
- RECEIPTS

ITEM 23

RECEIPTS

The last 2 pages of this Disclosure Document are detachable Receipts acknowledging your receipt of this Disclosure Document. Please sign, date and return 1 copy of the Receipt to us and keep the other copy for your records.

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EXHIBIT A

List of State Administrators

Listed here are the names, addresses, and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA

Department of Corporations
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
c/o Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Indiana Secretary of State
Franchise Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN

Department of the Attorney General
Consumer Protection Division
Franchise Section
G. Mennen Williams Building, 7th Floor
525 W. Ottawa St.
Lansing, MI 48933
(517) 373-1110

NORTH DAKOTA

Franchise Examiner
Office of Securities Commissioner
State Capitol, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

OREGON

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor & Industries Building
350 Winter St. NE, Room 410
Salem, Oregon 97301-3881
(503) 378-4140

RHODE ISLAND

Department of Business Regulation
Securities Division
1511 Pontiac Avenue
John O. Pastore Complex—Building 69-1
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Franchise Administrator
Department of Labor and Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823

VIRGINIA

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, WA 98501
or
P.O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 296-6328

WISCONSIN

Department of Financial Institutions
Division of Securities
201 West Washington Avenue, Suite 300
Madison, WI 53703
(608) 266-8557

NEW YORK

New York State Department of Law
Office of the Attorney General
Investor Protection and Securities Bureau
Franchise & Securities Division
120 Broadway, 23rd Floor
New York, NY 10271-0332
(212) 416-8260

EXHIBIT B

Agents for Service of Process

JURISDICTION

AGENT AND ADDRESS

ALABAMA

National Registered Agents, Inc.
150 South Perry Street
Montgomery, Alabama 36104

ALASKA

National Registered Agents, Inc.
9360 Glacier Highway
Suite 202
Juneau, Alaska 99801

ARIZONA

National Registered Agents, Inc.
638 North Fifth Avenue
Phoenix, Arizona 85003

ARKANSAS

National Registered Agents, Inc. of AR
455 W. Maurice St.
Hot Springs, Arkansas 71901-6050

CALIFORNIA

Commissioner of Corporations
Department of Corporations
1515 K Street, Suite 200
Sacramento, California 95814

and

National Registered Agents, Inc.
2875 Michelle Drive
Suite 100
Irvine, California 92606

COLORADO

National Registered Agents, Inc.
1535 Grant Street
Suite 140
Denver, Colorado 80203

CONNECTICUT

National Registered Agents, Inc.
12 Old Boston Post Road
Old Saybrook, Connecticut 06475

DELAWARE

National Registered Agents, Inc.
160 Greentree Drive
Suite 101
Dover, Delaware 19904

DISTRICT OF COLUMBIA

National Registered Agents, Inc.
1090 Vermont Avenue N.W.
Suite 910
Washington, D.C. 20005

FLORIDA

NRAI Services, Inc.
2731 Executive Park Drive
Suite 4
Weston, Florida 33331

GEORGIA

National Registered Agents, Inc.
3675 Crestwood Parkway, Suite 350
County of Gwinnett
Duluth, Georgia 30096

HAWAII

Commissioner of Securities
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

and

National Registered Agents of HI, Inc.
1136 Union Mall, Suite 301
Honolulu, Hawaii 96813

IDAHO

National Registered Agents, Inc.
1423 Tyrell Lane
Boise, Idaho 83706

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

and

National Registered Agents, Inc.
200 West Adams Street
Chicago, Illinois 60606
County of Cook

INDIANA

Indiana Secretary of State
201 State House
Indianapolis, Indiana 46204

and

National Registered Agents, Inc.
320 N. Meridian Street
Indianapolis, Indiana 46204

IOWA
National Registered Agents, Inc.
604 Locust Street
Suite 222
Des Moines, Iowa 50309

KANSAS
National Registered Agents, Inc., of KS
2101 SW 21st Street
Topeka, Kansas 66604

KENTUCKY
National Registered Agents, Inc.
400 West Market Street
Suite 1800
Louisville, Kentucky 40202

LOUISIANA
National Registered Agents, Inc.
1011 North Causeway Blvd.
Suite 3
Mandeville, Louisiana 70471

MAINE
National Registered Agents, Inc.
P.O. Box 509
Readfield, Maine 04355

MARYLAND
Maryland Securities Commissioner
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

and

National Registered Agents, Inc. of MD
836 Park Avenue, 2nd Floor
Baltimore, Maryland 21201

MASSACHUSETTS
National Registered Agents, Inc.
303 Congress Street, 2nd Floor
Boston, Massachusetts 02210

MICHIGAN
Michigan Department of Commerce
Corporations and Securities Bureau
6545 Mercantile Way
Lansing, Michigan 48911

and

National Registered Agents, Inc.
712 Abbot Road
East Lansing, Michigan 48823

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101

and

National Registered Agents, Inc.
Capitol Professional Bldg.
590 Park Street, Suite 6
St. Paul, Minnesota 55103

MISSISSIPPI

National Registered Agents, Inc.
840 Trustmark Bldg.
248 E. Capitol Street
Jackson, Mississippi 39201

MISSOURI

National Registered Agents, Inc.
300 B. East High Street
Jefferson City, Missouri 65101

MONTANA

National Registered Agents, Inc.
26 West Sixth Avenue
P.O. Box 1691
Helena, Montana 59624

NEBRASKA

National Registered Agents, Inc.
6003 Old Cheney Road
Lincoln, Nebraska 68516

NEVADA

National Registered Agents, Inc. of NV
1000 East William Street, Suite 204
Carson City, Nevada 89701

NEW HAMPSHIRE

National Registered Agents, Inc.
63 Pleasant Street
Concord, New Hampshire 03301

NEW JERSEY

National Registered Agents, Inc. of NJ
100 Canal Pointe Blvd., Suite 108
Princeton, New Jersey 08540

NEW MEXICO

National Registered Agents, Inc.
433 Paseo De Peralta
Santa Fe, New Mexico 87501

NEW YORK

Secretary of State
State of New York
99 Washington Ave.
Albany, New York 12231

4/27/2016

and

National Registered Agents, Inc.
875 Avenue of the Americas, Suite 501
New York, New York 10001

NORTH CAROLINA

National Registered Agents, Inc.
120 Penmarc Drive, Suite 118
Raleigh, North Carolina 27603

NORTH DAKOTA

National Registered Agents, Inc.
220 North Fourth Street
P.O. Box 1776
Bismarck, North Dakota 58502-1776

OHIO

National Registered Agents, Inc.
145 Baker Street
Marion, Ohio 43302

OKLAHOMA

National Registered Agents, Inc. of OK
115 Southwest 89th Street
Oklahoma City, Oklahoma 73139-8505

OREGON

Director of Department of Consumer
and Business Services
Division of Finance and Corporate
Securities
350 Winter St. NE, Room 410
Salem, Oregon 97301

and

National Registered Agents, Inc.
3533 Fairview Industrial Drive SE
Salem, Oregon 97302-1155

PENNSYLVANIA

National Registered Agents, Inc.
600 N. 2nd St.
Harrisburg, PA 17101

PUERTO RICO

National Registered Agents, Inc.
154 Calle Rafael Cordero Suite 700
San Juan, Puerto Rico 00901-1640

RHODE ISLAND

Securities Administrator
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex –
Building 69-1
Cranston, Rhode Island 02920

and

National Registered Agents, Inc.
222 Jefferson Blvd.
Suite 200
Warwick, RI 02888

SOUTH CAROLINA

National Registered Agents, Inc.
2 Office Park Court, Suite 103
Columbia, South Carolina 29223

SOUTH DAKOTA

Director
Department of Labor & Regulation
Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

and

National Registered Agents, Inc.
300 South Phillips Avenue
Suite 300
Sioux Falls, South Dakota 57104-6322

TENNESSEE

National Registered Agents, Inc.
2300 Hillsboro Road, Suite 305
Nashville, Tennessee 37212

TEXAS

National Registered Agents, Inc.
16055 Space Center Blvd. Suite 235
Houston, Texas 77062

UTAH

National Registered Agents, Inc.
3622 W. Bay Circle
Lehi, Utah 84043

VERMONT

National Registered Agents, Inc.
141 Peaked Mountain Road
Townshend, Vermont 05353

VIRGINIA

Clerk, Virginia State Corporation
Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

and

National Registered Agents, Inc.
526 King Street, Suite 423
Alexandria, Virginia 22314

VIRGIN ISLANDS

National Registered Agents, Inc.
208 Citibank Building
Veterans Drive
St. Thomas, U.S.V.I. 00803-5304

WASHINGTON

Director of Financial Institutions
Department of Financial Institutions
Securities Division
150 Israel Rd. SW
Tumwater, Washington 98501

and

National Registered Agents, Inc.
1780 Barnes Blvd., S.W. Bldg. G
Tumwater, Washington 98512-0410

WEST VIRGINIA

National Registered Agents, Inc.
300 Kanawha Blvd. East
Charleston, West Virginia 25301

WISCONSIN

Administrator, Division of Securities
Department of Financial Institutions
201 West Washington Avenue, Ste. 300
Madison, Wisconsin 53703

and

National Registered Agents, Inc.
901 South Whitney Way
Madison, WI 53711

WYOMING

National Registered Agents, Inc.
1821 Logan Avenue
Cheyenne, Wyoming 82001

EXHIBIT C

**Franchise Operations Manual
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Franchise Operations Manual

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EXHIBIT D

State Addenda to the Disclosure Document

**STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither we nor any person or franchise broker identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the franchise agreement or development agreement contains a provision that is inconsistent with the law, the law will control.

You must sign a general release if you relocate, renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). California Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (California Business and Professions Code §§20000 through 20043).

The Franchise Agreement and the Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement and the Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement and the Development Agreement require application of the laws of Pennsylvania. This provision may not be enforceable under California law.

The Franchise Agreement and the Development Agreement require binding arbitration. The arbitration will occur in Pittsburgh, Pennsylvania with each party responsible for costs as determined by the arbitrators. These provisions may not be enforceable under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of a franchise agreement restricting venue to a forum outside the State of California.

The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will

incur in operating your franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

OUR WEBSITE AT www.gncfranchising.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

**STATE OF HAWAII
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE DEVELOPMENT AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The Franchise Agreement and the Development Agreement contain provisions requiring a general release as a condition of relocation, renewal and transfer of a franchise. Such release will exclude claims arising under the Hawaii Franchise Investment Law.

The Sections in the Franchise Agreement and the Development Agreement that relate to non-renewal, termination and transfer are only applicable to the extent they are not inconsistent with the Hawaii Franchise Investment Law. In the event of an inconsistency, the Hawaii Franchise Investment Law will control.

In recognition of Chapter 482E of the Hawaii Revised Statutes, Franchise Investment Law and Chapter 37, Rules under the Franchise Investment Law, the following additional disclosure to Item 20 of the Franchise Disclosure Document is provided:

The Disclosure Document which is the subject of this proposed registration is effective in all non-registration states. We are exempt from registration in California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island and Virginia.

This proposed registration is on file or will be on file shortly in all other registration states.

No states have refused, by order or otherwise, to register these franchises.

No states have revoked or suspended the right to offer these franchises.

The registration of these franchises has not been withdrawn in any state.

STATE OF ILLINOIS
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the Illinois Franchise Disclosure Act of 1987 (the “Act”), the following additional disclosure is provided to the Franchise Disclosure Document.

1. The following shall be added to Item 17:

Sec. 705/4. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of Illinois.

Sec. 705/41. Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**STATE OF INDIANA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

The Sections in the Franchise Agreement and the Development Agreement that relate to termination, non-renewal, governing law, venue for arbitration or litigation, modification, covenants not to compete and any limitations period for bringing claims are only applicable to the extent they are not inconsistent with or prohibited by Indiana law. Indiana law will control to the extent of any inconsistency or prohibition.

The Franchise Agreement and the Development Agreement contain provisions requiring a general release as a condition of relocation, renewal and transfer of a franchise. Such release will exclude claims arising under the Indiana Deceptive Franchise Practices Act.

**STATE OF MARYLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

Item 17 of the Franchise Disclosure Document is modified as follows:

The general release required as a condition of relocation, renewal, sale and/or assignment or transfer will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law. A copy of the form of general release required by the Franchise Agreement and the Development Agreement is attached to this Addendum as Schedule A.

You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within 3 years after the grant of your franchise.

**SCHEDULE A TO
STATE OF MARYLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

The following is our current general release form that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

GENERAL RELEASE

For and in consideration of the Franchise Agreement dated _____, between the undersigned's and General Nutrition Corporation ("Franchisor"), the undersigned, and each of their respective corporate parents, subsidiaries, affiliates, successors in interest, heirs and assigns, and each of their respective shareholders, directors, officers, agents, servants, and employees, as applicable, whether specifically mentioned herein or not, including, without limitation, any entity or enterprise in which the undersigned, directly or indirectly, owns an equity or profits interest or controls (the "Releasing Parties" and, individually, a "Releasing Party"), do hereby release, acquit and forever discharge Franchisor and each of its respective parents, subsidiaries, affiliates, and successors in interest, and each of their respective managers, members, shareholders, directors, officers, agents, servants, employees and all other persons acting by, through, under or in concert with any of them and whether specifically mentioned herein or not (the "Released Parties" and, individually, a "Released Party"), of and from any and all liability, actions, causes of action, claims, debts, demands, damages, and liabilities to person(s) or property, costs, expenses, (including, without limitation court costs and attorneys' fees) and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, direct, indirect, contingent or actual, liquidated or unliquidated, whether in contract or in tort ("Claims") which the Releasing Parties or any of them now have, own, hold or claim to have, own or hold or at anytime heretofore had, owned or held, against the Released Parties or any of them, now or at any time awarded to the undersigned and from the inception of any contact with any Released Party to the date of this General Release.

The undersigned acknowledges there is a risk that, after the date hereof, the undersigned will discover, incur, or suffer claims which are unknown or unanticipated at the time of execution of this General Release and which, if known by the undersigned on the date hereof, may have materially affected the undersigned's decision to execute this General Release. Nevertheless, the undersigned agrees that the undersigned intends to assume, and is assuming, the risk of such unknown or unanticipated Claims, and that the Releasing Parties' release of the Released Parties set forth in this General Release shall apply to any and all such Claims. Neither the undersigned nor any other Releasing Party has assigned, transferred or purported to assign or transfer to any other person or entity any of the Claims or any portion thereof or interest therein and agrees to indemnify, defend and hold the Released Parties harmless from and against any and all Claims based on or arising out of any such assignment or transfer or purported assignment or transfer.

The undersigned represents and warrants that it intends to be legally bound by this General Release, that the execution of this General Release is free and voluntary, that no inducements, threats, presentations, or influences of any kind were made or exerted by or on behalf of Franchisor, and that, prior to the execution hereof, the undersigned was given the opportunity, if desired, to consult with counsel. This General Release shall be binding upon the undersigned, and the other Releasing Parties and their heirs, successors and legal representatives. This General Release excludes Claims arising from any representations in the Franchisor's Franchise Disclosure Document or its exhibits or amendments. This General Release is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to release any Released Party from any liability imposed by the Maryland Registration and

Disclosure Law. This General Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

It is the express intention of the undersigned and Franchisor that this General Release be as broad as permitted by law.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this General Release as of this _____.

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

**STATE OF MINNESOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

The following applies to prospective franchisees governed by Minnesota law and supplement the Items to which they refer and supersede anything inconsistent with them in the text of this Disclosure Document.

A. Item 13. Per Minnesota Statutes, Section 80C.12, Subdivision 1(g), Minnesota considers it unfair for us not to protect your right to use the trademarks listed in Item 13. We will protect your rights to use those trademarks, and any other trademarks, service marks, trade names, logo types or other commercial symbols we may license you to use, or indemnify you from any loss, cost or expenses arising out of any claim, suit or demand regarding the use of those marks.

B. Item 17. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes Section 80C.14, Subdivisions 3, 4 and 5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

C. State Cover Page and Item 17. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation or arbitration to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or any agreement can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22. The Franchise Agreement and the Development Agreement contain provisions requiring a general release as a condition of relocation, renewal or transfer of a franchise. Such release will exclude claims arising under Minnesota Statutes 80C.01 through 80C.22. In addition, no representation or acknowledgment by you in the Franchise Agreement or the Development Agreement is intended to or shall act as a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22.

You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400J. Also, a court will determine if a bond is required.

Any limitations of claims sections must comply with Minnesota Statutes, Section 80.17, Subdivision 5.

STATE OF NEW YORK

ADDENDUM TO

FRANCHISE DISCLOSURE DOCUMENT

All references to “Disclosure Document” will be deemed to include the term “Offering Prospectus” as used under the General Business Law of the State of New York.

The following language is added to Item 3 of the Franchise Disclosure Document:

Except as disclosed in Item 3, neither the franchisor, its predecessor, a person identified in Item 2, nor an affiliate offering franchises under the franchisor’s principal trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations or is subject to any pending actions, other than routine litigation incidental to the business which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or is subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

The following language is added to Item 4 of the Franchise Disclosure Document:

Except as disclosed in Item 4, neither the franchisor, its affiliate, its predecessor, nor its officers, during the 10-year period immediately before the date of this Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The Franchise Agreement and the Development Agreement contain provisions requiring a general release as a condition of relocation, renewal and transfer of a franchise. Such release will exclude claims arising under Article 33, Sections 680 through 695, of the General Business Law of the State of New York and regulations issued thereunder.

No representation or acknowledgment by the Franchisee in the Franchise Agreement or the Development Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by Article 33, Sections 680 through 695, of the General Business Law of the State of New York and the regulations issued thereunder.

The choice of law provision in the Franchise Agreement and the Development Agreement should not be considered a waiver of any right conferred upon either you or us by the General Business Law of New York State, Article 33.

We will not make any assignment of the Franchise Agreement or the Development Agreement except to an assignee, who, in our good faith judgment, is willing and possesses the economic resources to fulfill our obligations under the Franchise Agreement and/or the Development Agreement.

**STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

The Securities Commissioner for the State of North Dakota has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisees' business.
- C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota Franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
- I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Covenants restricting competition in the Franchise Agreement and the Development Agreement may be subject to Section 9-08-06 of the North Dakota Century Code.

Although the Franchise Agreement and the Development Agreement require arbitration to be conducted in Pittsburgh, Pennsylvania, we agree that the place of arbitration will be a location that is in close proximity to the site of your business.

Although the Franchise Agreement and the Development Agreement require certain litigation to be instituted in a court in to the state where our principal place of business is located, you may institute litigation in any court of competent jurisdiction located in the State of North Dakota.

Although the Franchise Agreement and the Development Agreement provide that they will be governed by, and construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, the laws of the State of North Dakota will govern the Franchise Agreement and the Development Agreement and their construction, interpretation and enforcement.

The sections in the Franchise Agreement and the Development Agreement that relate to waiver of jury trial and liquidated damages shall not apply to franchises governed by North Dakota law.

To the extent any provision of the Franchise Agreement or the Development Agreement require you to consent to a waiver of exemplary or punitive damages, these provisions will be deemed null and void.

The requirement in the Franchise Agreement and the Development Agreement that a general release be signed as a condition of relocation, renewal and transfer shall not apply to the extent unenforceable under the laws of North Dakota.

The Sections in the Franchise Agreement and the Development Agreement that relate to limitations of claims and payment of costs and expenses of enforcement of the Franchise Agreement and the Development Agreement are only applicable to the extent they are not inconsistent with the North Dakota Franchise Investment Law and related rules and regulations. In the event of an inconsistency, the North Dakota Franchise Investment Law and related rules and regulations will control.

**STATE OF RHODE ISLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

Notwithstanding anything to the contrary set forth in Item 17 or elsewhere in the Disclosure Document, the following provisions will supersede and apply:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “[a] provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state [Rhode Island] or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Section 19-28.1-15 of the Rhode Island Franchise Investment Act provides that “[a] condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act.. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.”

The Franchise Agreement and the Development Agreement contain provisions requiring a general release as a condition of relocation, renewal and transfer of a franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.

**STATE OF SOUTH DAKOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

South Dakota Codified Laws, Title 37, Chapter 37-5B (Franchise Investment), Sections 37-5B-1 through 37-5B-53) provides that any condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by the chapter or a rule or order thereunder is void.

**STATE OF VIRGINIA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for General Nutrition Corporation for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h. and Item 17.i.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**STATE OF WASHINGTON
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement or the development agreement in your relationship with us including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement or the development agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

A release or waiver of rights executed by you will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where you are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Washington Franchise Investment Protection Act, such as the right to jury trial, may not be enforceable.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

Transfer fees are collectible to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer.

EXHIBIT E
Franchise Agreement

GENERAL NUTRITION CORPORATION
FRANCHISE AGREEMENT

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SELECTED TERM SUMMARY

Agreement Date:	_____	
Franchisor:	General Nutrition Corporation	
Franchisee:	_____	<u>Franchise Agreement</u> <u>Section Reference</u>
Proposed GNC Store Site/Area:	_____	Section 6.
Protected Territory:	_____	Section 6.D.
Franchise Term:	<input type="checkbox"/> Initial Term	Section 3.
	<input type="checkbox"/> Renewal Term	
Initial Franchise Fee:	_____ Dollars (\$_____)	Section 4.A.
Renewal Fee:	_____ Dollars (\$_____)	Section 19.
Transfer Fee:	_____ Dollars (\$_____)	Section 18.B.(ii)(1)
Royalty Fee:	6% of Gross Sales of the Store	Section 4.C.
Advertising Fee:	3% of Gross Sales of the Store	Section 4.D.
Designated Principal(s)	_____ _____ _____	Section 10.
Date of Transfer (if applicable):	_____	Section 3.C.

This Selected Term Summary is a part of and incorporated by reference into the Franchise Agreement between Franchisor and Franchisee attached hereto. In the event of a conflict between the Selected Term Summary information and the Franchise Agreement, the Franchise Agreement shall control.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 20__ (the "Agreement Date") between General Nutrition Corporation, a Pennsylvania corporation ("Franchisor" or "GNC"), and _____, a _____ ("Franchisee").

Statement of Intentions

A. Franchisor, as the result of the expenditure of substantial time, skill, effort and money, has developed and owns a unique and comprehensive System relating to the opening and operation of GNC Stores which sell the Products and operate under the Proprietary Marks.

B. Franchisee desires to enter into the business of operating a GNC Store under the System and wishes to obtain a franchise from Franchisor for that purpose, as well as to receive the benefit of the training and other assistance provided by Franchisor. Franchisee acknowledges that it has conducted an independent investigation of the business contemplated by this Agreement and recognizes that an investment in a GNC Store involves business risks and that the success of the Store is largely dependent on Franchisee's own business abilities and efforts.

C. Franchisee recognizes that franchising is a method of distributing goods or services in a consistent manner and that the customer expects a similar shopping experience at a franchised business, regardless of its location or operator. By signing this Agreement, Franchisee acknowledges the importance of these concepts. Franchisee recognizes that a uniform presentation of the GNC image is critical to the customer's perception of the GNC System, and Franchisee agrees to contribute to that perception by operating the Franchised Business in compliance with this Agreement and the GNC System.

D. Franchisee agrees that the GNC System is subject to modification from time to time based on changes in technology, competitive circumstances, customer expectations, and other market variables. Those changes to the GNC System may include changes in operating standards, products, pricing, programs, services, methods, forms, policies and procedures; changes in the design and appearance of the building, signage and equipment; and changes to the Proprietary Marks.

E. Based on the foregoing, Franchisor is willing to grant Franchisee the right to operate a GNC Store, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings and commitments set forth in this Agreement, the parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in Attachment B.

2. GRANT OF LICENSE.

A. Grant of License. Franchisor grants to Franchisee the right and license to operate, during the Franchise Term, one GNC Store at the Approved Location and to use solely in connection therewith the Proprietary Marks and the System. Franchisee acknowledges that the license granted by Franchisor is expressly subject to the terms and conditions of this Agreement and is limited to the Franchise Term. Franchisee agrees to use the Proprietary Marks and the System, as they are changed, improved and further developed by Franchisor from time to time.

B. Direct Marketing Restriction. Franchisee may solicit and sell to any customers at the Approved Location, provided, however, that Franchisee acknowledges that the license granted herein is limited to the operation of a retail GNC Store for sales only at the Approved Location. Franchisee shall not operate a mail order, direct mail, catalog, telemarketing, wholesale, exporting, distribution, direct sales, direct marketing or similar business, including through the use of the Internet, including through eBay or social media and social networking sites such as Twitter and Facebook, which permits customers to purchase and receive products or services without being present at the Approved Location. Franchisee acknowledges that Franchisor, its Affiliates, other franchisees and licensees also may solicit and sell to any customers wherever located. Franchisee shall have no rights to such sales by Franchisor, its Affiliates or other franchisees or licensees. For purposes of this Agreement, “wholesale business” or “wholesaling” shall mean when the Franchisee sells, transfers or conveys, or transacts to sell, transfer or convey, Products to any person or entity that it knows, should know or has reason to suspect will resell such Products; provided that it shall not mean bona fide transfers of Products between GNC franchisees made in the ordinary course of business from a retail GNC Store and which allow a franchisee to satisfy the legitimate needs of a retail customer.

C. Retained Rights. The license granted to Franchisee is expressly limited to the terms of Section 2.A. Franchisor and its Affiliates retain all other rights, including the Retained Rights, without any liability whatsoever to Franchisee and without granting Franchisee any rights therein.

3. FRANCHISE TERM. The Franchise Term shall be the term indicated on the Selected Term Summary.

A. Initial Term. If this is the Initial Term, the Franchise Term shall, subject to the terms of this Agreement, commence on the Store Opening Date and end on the earlier of (i) the tenth (10th) anniversary of the Store Opening Date, or (ii) the expiration or termination of the lease or sublease for Franchisee’s Store. Franchisee understands and acknowledges that the lease or sublease is generally five (5) years from the lease or sublease commencement date, plus one (1) five-year option to renew the lease or sublease. Subject to the term of the lease or sublease for Franchisee’s Store, Franchisee may renew the franchise for one (1) additional consecutive five (5) year term in accordance with the terms of Section 19. Franchisee acknowledges that, although the Initial Term does not commence until the Store Opening Date, Franchisee’s obligations under this Agreement commence on the Agreement Date, except to the extent that those obligations expressly relate to the period after the Store Opening Date.

B. Renewal Term. If this is a Renewal Term, the Franchise Term shall commence on the expiration of the Initial Term or the immediately preceding Renewal Term, as the case may be, and end on the earlier of (i) the fifth (5th) anniversary of the expiration date of the Initial Term or Renewal Term (whichever is applicable), or (ii) the expiration or termination of the lease or sublease for Franchisee’s Store. Subject to the term of the lease or sublease for Franchisee’s Store, Franchisee may renew the franchise for one (1) additional consecutive five (5) year term in accordance with the terms of Section 19.

C. Transfer Term. If this Agreement is being executed by a transferee in connection with a Transfer, references to the Store Opening Date in Section 3.A. above are hereby modified to refer to the Date of Transfer indicated in the Selected Term Summary. The transferee shall have the other rights granted in this Section 3 for the applicable Franchise Term (except that the Franchise Term shall be as modified by this Section 3.C.). Franchisor may waive the Pre-Opening Obligations to the extent they are inapplicable or already fulfilled by Franchisee to Franchisor’s satisfaction.

D. Rights Upon Expiration or Termination. Franchisee shall have no right to operate the Franchised Business or to use the System or the Proprietary Marks under this Agreement after the expiration

of the Franchise Term or following any termination of this Agreement prior to the expiration of the Franchise Term.

4. FEES.

A. Initial Franchise Fee. If this is the Initial Term, Franchisee shall pay to Franchisor the Initial Franchise Fee upon execution of this Agreement. The Initial Franchise Fee shall be fully earned by Franchisor in consideration of Franchisor's execution of this Agreement and shall be non-refundable except as otherwise provided in this Agreement.

B. Renewal Fee. If this is a Renewal Term, Franchisee shall pay to Franchisor the Renewal Fee upon execution of this Agreement. The Renewal Fee shall be fully earned by Franchisor in consideration of Franchisor's execution of this Agreement and shall be non-refundable except as otherwise provided in this Agreement.

C. Royalty Fee. Franchisee shall pay to Franchisor a continuing monthly Royalty Fee in the amount specified in the Selected Term Summary in the manner provided in Section 4.H. below.

D. Advertising Fee. Franchisee shall pay to the National Advertising and Promotional Fund for the System (the "Fund") a continuing monthly Advertising Fee in the amount specified in the Selected Term Summary in the manner provided in Section 4.H. below. Franchisor hereby reserves the right to increase or decrease the Advertising Fee from time to time on thirty (30) days' prior written notice to Franchisee.

E. Financial Services Fee. Franchisee shall pay to Franchisor a continuing monthly fee (the "Financial Services Fee") for accounting and financial services provided to Franchisee by Franchisor, if any, as described in Section 16.E, in the manner provided in Section 4.H. below.

F. Lease Audit Fee. Franchisee shall pay to Franchisor an amount equal to Thirty Percent (30%) of any savings that Franchisor obtains for Franchisee pursuant to any lease or sublease audit conducted by Franchisor pursuant to Section 16.F hereof.

G. Customer Satisfaction Program Fee. Franchisee shall pay to Franchisor a continuing monthly fee for Franchisor's customer satisfaction program (the "Customer Satisfaction Program Fee") in the amount of Eighteen and No/Dollars (\$18.00) per month, or such other amount as may be prescribed by Franchisor from time to time, in the manner provided in Section 4.H. below.

H. Payment. Royalty Fees, Advertising Fees, Customer Satisfaction Program Fees, and, if applicable, Financial Services Fees, shall be payable to Franchisor on or before the twelfth (12th) day of each Period ("Due Date") for the immediately preceding Period, and shall be submitted to Franchisor together with any reports or statements required under Section 16. Franchisee shall not set off or withhold any payment due under this Agreement on the grounds of alleged non-performance of obligations or duties of Franchisor or Franchisor's Affiliates or for any other reason.

I. Late Payment. Any payment or report not actually received by Franchisor on or before the Due Date shall be deemed overdue. If any payment is overdue, Franchisee shall pay to Franchisor, immediately upon demand and in addition to the overdue amount, interest on the overdue amount from the Due Date until paid, calculated on a daily basis, at a rate of one and one-half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less. Interest shall accrue on all late payments regardless of whether Franchisor exercises its right to terminate this Agreement under Section 20. In addition to its right to charge interest, Franchisor may charge Franchisee the lesser of a \$100.00 late

payment fee, or the maximum amount permitted by applicable law, for each such overdue payment, and the lesser of a \$30.00 insufficient funds fee, or the maximum amount permitted by applicable law, for each check, automated bank draft payment, or other payment that is not honored by Franchisee's financial institution.

J. Franchisor Rights. Franchisor reserves the right to require Franchisee to execute pre-authorized payment agreements with Franchisee's banking institutions pursuant to which all periodic payments to be made to Franchisor or its Affiliates, including rents, equipment, lease payments, note, royalty, advertising and product purchase payments, will be made automatically to Franchisor from the Franchisee's banking accounts via electronic fund transfers. Franchisee agrees that Franchisor has the right to set off amounts Franchisee owes Franchisor or its Affiliates against amounts Franchisor or its Affiliates may owe Franchisee. Notwithstanding designation by Franchisee to the contrary, all payments made by Franchisee hereunder will be applied by Franchisor at its discretion to any of Franchisee's past due indebtedness.

5. PRE-OPENING OBLIGATIONS.

A. Compliance with Law. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including licenses to do business, fictitious name registrations, sales tax permits, fire clearances and zoning and building approvals.

B. Conditions to Store Opening and Grant of Franchise. As a condition to the right of Franchisee to open and/or operate the GNC Store and to use the System and the Proprietary Marks, Franchisee must (i) complete, to the sole satisfaction of Franchisor, all of the requirements set forth in Sections 4.A., 5.A., 6, 7, 8, 9 and 10 of this Agreement prior to the expiration of the Pre-Opening Period, (ii) provide to Franchisor personal guarantees of Franchisee's payment and other performance obligations under this Agreement and any Related Agreements, executed by Franchisee and his or her spouse, or if Franchisee is not an individual, by Franchisee's Principals and their respective spouses, in a form prescribed by Franchisor as it deems necessary for adequate security, and (iii) be in full compliance with the terms of this Agreement and all Related Agreements. The foregoing requirements shall be collectively referred to herein as the "Pre-Opening Obligations."

C. Failure to Meet Conditions for Store Opening and Grant of Franchise. Franchisee shall not use Franchisor's Proprietary Marks, except to the extent necessary to fulfill Franchisee's Pre-Opening Obligations, or System and may not under any circumstances commence operation of the Store prior to the timely completion of the Pre-Opening Obligations to the sole satisfaction of Franchisor. If full performance of the Pre-Opening Obligations is not completed by Franchisee during the Pre-Opening Period, or if this Agreement is terminated during the Pre-Opening Period for any reason whatsoever, or if Franchisee has not opened the Store on or before the last day of the Pre-Opening Period, the right of Franchisee to franchise and all rights, powers and privileges related thereto and under this Agreement shall terminate and shall be of no further force and effect, and Franchisee shall have no right to establish or operate a Store within any proposed territory or at the Approved Location, and Franchisor shall be entitled to establish and to license others to establish Stores within any proposed territory or at the Approved Location. If Franchisee has not opened the Store on or prior to the end of the Pre-Opening Period, Franchisor may (but shall not be obligated to) extend the Pre-Opening Period for such period of time as Franchisor determines, in its sole discretion, by written notice to Franchisee. No written communication other than such a written extension shall be deemed a written notice for this purpose.

6. FRANCHISE SITE AND TERRITORY.

A. Location. If Franchisee has selected an area in which to locate its GNC Store, as indicated in the Selected Term Summary of this Agreement, Franchisee must identify a specific Store location during the Pre-Opening Period. Franchisee may select a site it identifies or select a site from Franchisor's list of Inventory Store Locations. Franchisee must receive the written approval of Franchisor for the specific Store location. The Store location and address, as approved in writing by Franchisor, shall automatically be incorporated into the Selected Term Summary as if set forth therein on the Agreement Date.

B. Site Approval. Franchisor may require Franchisee to submit specific site data, demographic and other information concerning a proposed site as may be reasonably required by the Franchisor in a form specified by Franchisor. Franchisor's acceptance or rejection of a proposed site shall only be indicated in writing by Franchisor. Silence by Franchisor is not an acceptance. Franchisor reserves the right to approve or disapprove any site in its sole discretion. If Franchisor rejects a proposed site, Franchisee shall use its best efforts to locate an acceptable location prior to the expiration of the Pre-Opening Period, and the new proposed site shall be submitted to Franchisor.

C. Actions not Deemed Acceptance. Lease negotiations by Franchisor or other contact with third party landlords, lenders, vendors, contractors or other third parties taken individually or collectively shall not constitute Franchisor's acceptance of the site, or any obligation to Franchisee. The acquisition in any manner of any proposed site, or entry into any obligation with respect thereto, prior to acceptance by Franchisor as shown by a contact sheet signed by the Franchisor, shall be at the sole risk and responsibility of Franchisee and shall not obligate Franchisor in any way to accept the same. Further, Franchisor may, in its sole discretion, lend money, guarantee leases, provide financing or otherwise become directly or indirectly involved with third party landlords, lenders, vendors, contractors, or other third parties. However, none of these activities, taken individually or collectively, shall constitute an obligation to Franchisee or an approval of any location. Each of these activities and undertakings shall be the exclusive responsibility of Franchisee, financially and otherwise.

D. Protected Territory. Subject to Franchisor's Retained Rights and to Franchisor's rights under Section 18.A., Franchisor shall not itself operate, nor grant a franchise for the operation of, another GNC Store, within the Protected Territory during the Protective Period. Subject to Franchisor's Retained Rights and to Franchisor's rights under Section 18.A., if, after expiration of the Protective Period, Franchisor identifies within the Protected Territory a site for development or operation of a new GNC Store, then Franchisor shall grant to Franchisee the right and option to franchise such site by providing to Franchisee written notice and a Franchise Agreement for such site along with Franchisor's then current Franchise Disclosure Document ("Disclosure Document"). To exercise its option to franchise the site Franchisor has identified, Franchisee must execute the Franchise Agreement and Disclosure Document receipt and return both items to Franchisor with the then-current initial franchise fee on or before expiration of thirty (30) days from receipt of Franchisor's notice. If Franchisee does not elect to exercise the option in the specified manner within such period, or waives its right prior to expiration of such period by written notice to Franchisor, then Franchisor, or its Affiliate, shall have the right (without any liability whatsoever to Franchisee) to develop and operate such site or to license such right to another party, including other franchisees, and Franchisee's right and option to such site shall expire and be of no further force or effect.

E. Relocation. If Franchisee is unable to continue operation of its GNC Store at the Approved Location due to an act of God (including but not limited to fire, flood, or earthquake) or due to extreme hardship, Franchisee may request in writing permission to relocate its GNC Store, provided that Franchisor may reduce, alter, or eliminate the Protected Territory in connection with any such relocation. Franchisee must obtain Franchisor's prior written approval before Franchisee can relocate its GNC Store, which approval shall be at the sole discretion of Franchisor, and Franchisee and its Principals must sign a general

release and any other required documents in the forms required by Franchisor and pay to Franchisor a relocation fee in the amount of \$10,000, or such greater amount as Franchisor may determine from time to time, to cover Franchisor's administrative and other costs in processing the relocation.

7. LEASING.

A. Sublease. As a condition for accepting a proposed site, Franchisor may require Franchisee to sublease the site from Franchisor or its Affiliate under the terms and conditions of a sublease in a form prescribed by Franchisor, which may contain additional terms and conditions related to the use, possession and occupancy of the location, including terms and conditions contained in the lease between Franchisor or its Affiliate and the lessor of the premises. Franchisee understands and acknowledges that site acceptance may be conditioned on such matters and that if Franchisee does not wish to, or cannot, satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected. If Franchisee subleases a site from Franchisor or its Affiliate, Franchisee shall be required to sign the sublease within thirty (30) days of receipt of the sublease and provide a copy of the fully executed sublease to Franchisor prior to the opening of the Store.

B. Direct Lease. In the alternative, Franchisor, may, in its sole discretion, require Franchisee to lease directly from the lessor the premises as a condition for accepting a proposed site. Any Franchisee who leases the Store premises directly from a third party landlord other than Franchisor or Franchisor's Affiliate, shall execute the Direct Lease Program Addendum attached hereto as Attachment A. Franchisor may require Franchisee to negotiate a lease, lease renewals, extensions, amendments or modifications including or excluding certain provisions from the lease, examples of which are set forth in the Direct Lease Program Addendum. Upon execution of the lease and prior to the opening of the Store, Franchisee shall promptly provide to Franchisor a copy of the fully executed lease.

C. Proposed Changes. Franchisee shall submit, in writing, to Franchisor all proposed amendments, renewals, extensions or modifications to the lease or sublease for the Store premises (collectively, the "Proposed Changes") for Franchisor's prior written approval. If Franchisee does not receive written approval of such Proposed Changes within thirty (30) days from the date on which Franchisor receives the Proposed Changes, the Proposed Changes will be deemed "rejected" by Franchisor.

8. CONSTRUCTION. Franchisor or its Affiliate will construct and perform all renovation, refurbishing or remodeling of the Store, unless Franchisor otherwise designates in writing. If Franchisor or its Affiliate constructs or performs any renovation, refurbishing or remodeling of the Store, Franchisor or its Affiliate will turn over custody and control of the site to Franchisee upon substantial completion of construction or renovation, refurbishing or remodeling, provided that Franchisee is not then in breach of this Agreement. Franchisee accepts the site "AS IS" and agrees to pay for the construction, renovation, refurbishing or remodeling of the Store according to the invoices for such cost within fifteen (15) days of receipt of any invoice therefor. Such cost shall include contractor's charges, costs of permits and certifications, and the cost of all materials, equipment and fixtures as well as a Construction Handling Fee of \$2,500.

9. INSURANCE.

A. General. At the earlier of (i) execution of a lease or sublease for the Store and (ii) acceptance of an owned or non-owned site for the Store, but in no event later than the Store Opening Date, Franchisee shall procure and maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee and Franchisor, and their Affiliates, officers, directors, partners, and employees, against any claims for loss, liability, personal injury,

death, property damage, or any expense whatsoever arising out of the ownership or operation of the Franchised Business.

B. Insurance Policies. Such policies shall be written by an insurance company satisfactory to Franchisor and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Franchisor from time to time in the Manuals or otherwise), the following:

(i) Comprehensive general liability insurance, including product liability, contractual liability, personal injury, property damage, and independent contractor's coverage and auto owned, hired and non-owned vehicles in the amount of \$2,000,000 per occurrence and aggregate or a primary policy in the amount of \$1,000,000 per occurrence and aggregate with an excess policy in the amount of \$1,000,000 per occurrence and aggregate, and naming Franchisor and its Affiliates as additional insureds in each such policy or policies; such policies will also apply to vehicles purchased in the name of the business, and will include fire legal liability insurance in an amount of no less than \$250,000. All such policies shall provide for waivers of subrogation.

(ii) Fire, vandalism, and extended coverage insurance with primary and excess limits of not less than the full replacement value of the Store, its equipment, furniture, signs, inventory, and fixtures.

(iii) Business interruption insurance, in an amount equal to the greater of (i) \$250,000, and (ii) Franchisee's annual Gross Sales for the preceding calendar year. Such policy shall name Franchisor as an additional insured. The amount of such policy shall be adjusted on an annual basis to reflect the greater of the two (2) amounts stated above.

(iv) Such other insurance in the types, amounts and other terms and conditions, as may be required by applicable law or by lease, sublease or other relevant contract, including workers' compensation and employer's liability insurance.

C. No Limitation of Franchisee Obligations. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve Franchisee of liability (or limit Franchisee's liability) under any indemnity provisions set forth in this Agreement.

D. Evidence of Insurance. Upon obtaining the insurance required by this Agreement and on each policy renewal date thereafter, Franchisee shall promptly submit evidence of such insurance and proof of payment therefor to Franchisor, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policies will not be canceled or materially altered without at least thirty (30) days' prior written notice to Franchisor. Franchisor's acceptance of copies of insurance policies or certificates of insurance does not constitute a waiver, release or modification of any of the insurance coverages and endorsements required under this Agreement.

E. Failure to Maintain Insurance. Franchisee's failure to procure or maintain the insurance required by this Agreement shall be a default under this Agreement. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, in addition to and not in lieu of other remedies for such default provided herein and available at law or in equity, Franchisor shall have the right and authority (but not the obligation) immediately to procure such insurance and to charge same to Franchisee, which charges, together with a fee not to exceed \$500 for Franchisor's reasonable costs and expenses in so acquiring the policies, shall be payable by Franchisee immediately upon demand.

F. Post-Termination Insurance Obligations. Franchisor shall have the option, at its sole discretion, to require Franchisee to continue the insurance required by this section, or to obtain tail coverage if applicable, following expiration or termination of this Agreement. Franchisor shall provide Franchisee written notice if it elects to exercise this option, and Franchisee hereby agrees to obtain the requested insurance within thirty (30) days of receipt of notice.

10. TRAINING.

A. Initial Training. As a condition to the right to franchise and operate the Store and prior to the Store Opening Date, Franchisee, and if Franchisee is not an individual, its Designated Principal, and Franchisee's Store manager must attend and successfully complete to Franchisor's sole satisfaction Franchisor's initial training program consisting of the following:

(i) Phase I: Spend eighty (80) hours in a GNC Store operated by Franchisor or its Affiliate;

(ii) Phase II: Attend up to a five (5) day training program at Franchisor's Franchise Support Center in Pittsburgh, Pennsylvania, or at another location designated by Franchisor. Phase II training topics include business planning, merchandising, customer service, loss prevention, personnel, ordering, receiving merchandise and payment requirements. Franchisor reserves the right to designate an alternative location for Phase II training and to change training topics at any time without notice to Franchisee. At the conclusion of Phase II training, Franchisee shall complete a written examination. If performance in training is poor, in the sole judgment of Franchisor, or Franchisee's written examination score is below seventy percent (70%), Franchisee shall be in default of this Agreement, and Franchisor shall have the option to (a) require Franchisee to repeat Phase I as well as Phase II training or (b) terminate this Agreement; and

(iii) Phase III: If Franchisee has not previously franchised a GNC Store, Franchisee must spend up to seven (7) days with a Director of Franchise Operations when the grand opening shipment is scheduled to be received to set up the Store for opening, or when the inventory is performed by GNC. If Franchisee has previously franchised a GNC Store, Franchisee must spend up to five (5) days with a Director of Franchise Operations when the grand opening shipment is scheduled to be received to set up the Store for opening, or when the inventory is performed by GNC. Franchisee must also complete its business plan and budget and review the same with a Director of Franchise Operations prior to the end of Phase III training.

Franchisor shall provide such instructors and training materials for the initial training program as Franchisor may deem appropriate. Trainees shall be responsible for any and all other expenses incurred by them in connection with the initial training program, including the cost of transportation, lodging, meals, and wages.

B. Ongoing Training. At Franchisor's option, any manager subsequently employed by Franchisee shall attend and complete to Franchisor's sole satisfaction Franchisor's initial training program. In addition, Franchisee, and if Franchisee is not an individual, Franchisee's Designated Principal, managers and other employees shall attend such refresher courses, seminars, and other training programs as Franchisor may require from time to time. All training programs shall be at such times and places as may be designated by Franchisor. Franchisor shall provide such instructors and training materials for all required training programs as Franchisor may deem appropriate. Franchisee or its employees shall be responsible for any and all other expenses incurred by them in connection with any training program, including the cost of transportation, lodging, meals, and wages.

C. Employee Training. Franchisee or Franchisee's manager shall be responsible for training all of Franchisee's employees. Franchisee shall at all times maintain a competent, conscientious, trained staff, including fully trained employees (some or all of whom may be Franchisee(s)), who are qualified to operate required equipment, including the POS System, and who render competent, prompt, courteous and knowledgeable service to Store customers.

11. GNC SYSTEM.

A. General. Franchisee acknowledges that franchising is a method of selling goods or services in a consistent manner and that store customers expect a similar shopping experience at a franchised business, regardless of its location or operator. Franchisee recognizes the importance of these concepts and agrees to participate in and comply with the requirements of the GNC System, which promotes a uniform method of operating a retail nutrition, health and/or fitness store.

B. Franchisor Modification. The parties agree that the System may be supplemented, improved, and otherwise modified from time to time by Franchisor in response to the opportunity to offer new services and products to customers of stores operating under the System, the experience of stores over time, and other factors. In addition, the parties agree that, in the interest of preserving the integrity of the System, Franchisor shall have full control and discretion over such developments and that Franchisee shall comply with all requirements of Franchisor and make such expenditures as such changes, modifications or improvements to the System may require in that regard, whether or not such changes directly benefit Franchisee's Store.

C. Franchisee Modification. If Franchisee develops any new modification, concept, process, improvement or slogan in the operation or promotion of the Store or to the GNC System, the same shall be deemed a work made for hire owned exclusively by Franchisor, and Franchisee shall promptly notify Franchisor of, and provide Franchisor with, all necessary information regarding such modification, concept, process, improvement or slogan, without compensation to Franchisee. Franchisee hereby assigns, transfers and conveys to Franchisor all rights, title and interests in and to any such modifications, concepts, processes, improvements or slogans and irrevocably constitutes and appoints Franchisor as Franchisee's attorney-in-fact, coupled with an interest, to execute and deliver any documents required to effectuate such assignment, transfer or conveyance on behalf of Franchisee. Franchisor may use or allow other franchisees to use the same in connection with the GNC System or the operation of GNC Stores, without compensation to Franchisee. Notwithstanding the foregoing, in recognition of Franchisor's full control and discretion over such developments, any such new modification, concept, process, improvement or slogan shall not be used by Franchisee without the prior written consent of Franchisor.

12. DUTIES OF FRANCHISEE.

A. Signs. Franchisee shall prominently display and maintain in first class appearance and condition, at Franchisee's expense, signs of such nature, form, color, number, illumination, size and location, and containing such names, designs, legends and symbols, as Franchisor shall prescribe in the Manuals or otherwise in writing. Franchisee shall not display at the Store or elsewhere any signs or advertising media which have not been approved by Franchisor in writing. Franchisor or its authorized representatives may at any time during normal business hours enter the Store and remove any signs or advertising media that are objectionable in the sole judgment of Franchisor.

B. Inventory. Franchisee acknowledges the benefits to Franchisee of participation in the GNC System and purchasing the Products and services sold at the GNC Store from common vendors and/or distributors (including the benefits of scale that a large chain gets from its high volume purchases). Franchisee shall, at all times during the term of this Agreement, purchase inventory of products, either from

Franchisor or one of its Affiliates or from an approved supplier of such products, in such categories and minimum quantities as are specified by Franchisor (“Inventory Plan”) and as are sufficient to sustain and grow the Franchised Business. Franchisor may require Franchisee to purchase any or all of Franchisee’s Store inventory, including GNC Brand Supplements and non-GNC brand products, exclusively from Franchisor, in Franchisor’s sole discretion. Franchisor reserves the right to modify the Inventory Plan from time to time in its sole discretion, by providing reasonable advance notice of such changes to Franchisee. Franchisor and its Affiliates may derive profits from the sale of required or optional products. Without limiting the generality of the foregoing, Franchisor and its Affiliates may receive payments, discounts or other consideration from suppliers in consideration of such suppliers’ dealings with Franchisee and/or other GNC franchisees. Any such amounts and benefits shall be kept by Franchisor as compensation for locating and negotiating with suppliers for franchisees and may be used by Franchisor without restriction. Franchisor is not required to give Franchisee an accounting of supplier payments or to share the benefit of supplier payments with Franchisee or other GNC franchisees.

C. Use of Premises. Franchisee shall use the Store premises solely for the operation of the Franchised Business (in conformity with this Agreement and the Manuals); agrees not to permit others to carry on or conduct any other business, activity or operation at, in or about the Store premises; and shall keep the business open and in normal operation for such minimum hours and days as Franchisor may from time to time specify in the Manuals or otherwise in writing or as may be specified in an existing lease or sublease for the Store premises.

D. Store Management. Franchisee and/or its designated manager shall devote full time energy and best efforts to the management and operation of the Store.

E. Maintenance. Franchisee shall maintain the Store (including adjacent public areas) in a clean, orderly condition, and in good repair; and, in connection therewith, the Store shall be refurbished in accordance with Section 8, at Franchisee’s expense, including such additions, alterations, repairs, and replacements thereto (but no others without Franchisor’s prior written consent) as may be required for that purpose, including such periodic repainting, repairing, and replacing of obsolete signs, fixtures, and furnishings as Franchisor may reasonably require.

F. Remodeling. Except as otherwise set forth in this Section 12.F., at Franchisor’s request, but no more often than once every five (5) years unless more frequently required by the Landlord of the Store location, the Store (including signs, fixtures, furnishings and Store layout) shall be remodeled in accordance with Section 8, at Franchisee’s expense, to conform to the building design, trade dress, color schemes, and presentation of trademarks and service marks consistent with the then current public image of the System and the particular type and grade of location for the Store and as necessary, as determined by Franchisor in its sole discretion, to protect the value, goodwill and uniformity symbolized by the Proprietary Marks and the System. Notwithstanding the foregoing, if Franchisee is franchising a Conversion Store location in connection with this Agreement, upon entering into this Agreement with Franchisor, Franchisor may require the Store to be remodeled in accordance with Section 8, at Franchisee’s expense. This Section 12.F. does not include, and is separate from, Store changes or modifications that are required in connection with the annual reset pursuant to the Re-Merchandising Manual.

G. Annual Physical Inventory. Franchisee shall be required to complete a physical inventory at the Store on an annual basis, at Franchisee’s expense. Franchisor shall have the right, in its sole discretion, to conduct the annual physical inventory. Franchisee shall pay to Franchisor, upon demand, an annual inventory fee in the amount of \$540, or such other amount as Franchisor may establish from time to time, for conducting each annual inventory; provided, that if Franchisor provides Financial Services to Franchisee as set forth in Section 16.E., then Franchisee shall not be required to pay the annual inventory

fee. Franchisor reserves the right to increase or decrease the annual inventory fee from time to time in its sole discretion.

H. Compliance with Manuals. Franchisee shall operate the Store in strict conformity with such policies, procedures, methods, standards, and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing.

I. Products, Equipment and Supplies. Franchisee agrees:

(i) To maintain in sufficient supply, and to use at all times, only such products, materials, supplies, forms, and other items (collectively, "items") as Franchisor shall approve or prescribe; to refrain from using or selling any items which Franchisor has not expressly approved for use or sale at the Store; to not wholesale, directly or indirectly, any items at the Store or otherwise; to promptly (or immediately, if so directed by Franchisor) discontinue selling and offering for sale any items or services which Franchisor may, in its sole discretion, disapprove at any time for any reason whatsoever; and to purchase all items required for the operation of the Store, solely from suppliers (including manufacturers, wholesalers, and distributors) which Franchisor has approved to sell such items to Franchisee at that time. Franchisor may require Franchisee to purchase any or all items exclusively from Franchisor, in Franchisor's sole discretion. If Franchisee desires to purchase any items from an unapproved supplier, Franchisee, at its own expense, shall submit to Franchisor a written request for such approval and samples and specifications, or shall request the supplier itself to do so. Franchisor has the absolute discretion to approve or disapprove any items or suppliers for any reason whatsoever. Further, Franchisor may revoke its approval of a previously approved supplier at any time for any reason whatsoever. No supplier shall be deemed approved by Franchisor, unless such approval is given by Franchisor in writing. Franchisor or its authorized representatives may at any time during normal business hours enter the Store and remove any items or stop any services that are not approved by Franchisor, not provided by suppliers approved by Franchisor, or which are otherwise prohibited by this Agreement or applicable law.

(ii) To purchase, install, operate and maintain in good working order, in the ordinary course of business, at Franchisee's expense (such expense to include reasonable maintenance fees), such fixtures, furnishings, signs and other equipment, including a POS System, and such other computerized equipment with such upgrades to the system and equipment as Franchisor may reasonably direct from time to time in the Manuals or otherwise in writing; participate in GENESIS, Franchisor's intranet communication program; and not install or permit to be installed in, on or about the Store premises, without Franchisor's prior written consent, any fixtures, furnishings, signs, equipment, or other improvements not previously approved as meeting Franchisor's standards and specifications.

J. Inspections. Franchisee shall permit Franchisor and its agents to enter upon the Store premises at any reasonable time, with or without advance notice, for the purpose of conducting inspections, auditing Franchisee's books and records and evaluating Franchisee's operations. Franchisee shall cooperate with Franchisor's representatives in such inspections, audits and evaluations by rendering such assistance as they may reasonably request; and, at the request of Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary to immediately correct the deficiencies detected during such inspections, audits and evaluations. Franchisee's failure to timely comply with its obligations under this Section 12.I. shall constitute a default under this Agreement.

K. Ethical Conduct. Franchisee shall in all aspects of Store operations and in dealings with customers, suppliers, landlords, Franchisor and its Affiliates, other franchisees and the general public act in a professional manner and adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any conduct, business or advertising practice which may be

injurious or prejudicial to the business of Franchisor, the System, and the goodwill associated with the GNC Brand Supplements, the Proprietary Marks, and other GNC stores.

L. Employees. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations, comply with the requirements and specifications set forth in this Agreement or prescribed in the Manuals or otherwise in writing, and comply with such dress code as Franchisor may prescribe, including, but not limited to, wearing GNC specified uniforms in a clean and neat condition and use of name tags at all times while working in the Store.

M. Litigation. Franchisee shall notify Franchisor, in writing, immediately, but in any event within five (5) days, of the commencement by Franchisee or any third party of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business or the System.

N. Compliance with Laws. Franchisee acknowledges and understands that Franchisee's storage, offer, and sale of certain products shall be subject to specific federal, state, and local laws and regulations, including rules and regulations of the Food and Drug Administration ("FDA"), the Consumer Product Safety Commission ("CPSC"), and the Federal Trade Commission ("FTC"). Franchisee, at its sole expense, shall comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the Store, including those regulations referenced above, and shall timely obtain and maintain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including licenses to do business, fictitious name registrations, sales tax permits, and fire clearances. Without limiting the foregoing, and in addition to the other duties of Franchisee, Franchisee shall comply with all applicable FDA and state law requirements concerning the sale of vitamins, supplements, proteins, cosmetics, drugs, foods, medical devices and other goods or services offered for sale at the Stores. Franchisee shall submit to Franchisor, on an annual basis, or more frequently as Franchisor may specify, evidence of such compliance, including copies of all certifications, permits or other licenses.

O. Loyalty Programs. Franchisee agrees to comply with and honor any loyalty programs that Franchisor currently has in place or may otherwise adopt from time to time in Franchisor's sole discretion. Franchisee understands and agrees that Franchisor shall have sole control over the components and timing of any loyalty programs that are currently in place or otherwise adopted by Franchisor from time to time in the future.

P. Customer Satisfaction Program. Franchisee agrees to participate in any customer satisfaction program established by Franchisor, as may be supplemented, modified or changed by Franchisor, in Franchisor's sole discretion, from time to time.

13. DUTIES OF FRANCHISOR.

A. Specifications. Where applicable, Franchisor shall make available standard specifications for a typical store, including fixtures, furnishings, and signs, and Franchisor shall also furnish specifications for exterior work and renovation as required under an existing lease for the Store premises or otherwise by the owner or lessor. Franchisor shall also provide Franchisee with standards and specifications for equipment, supplies, forms, and inventory. Franchisor shall provide such specifications to Franchisee; provided, however, Franchisor reserves the right, in its sole discretion, to charge Franchisee a fee for such specifications.

B. Training. Franchisor shall make available such training programs and refresher courses for Franchisee (or, if Franchisee is not an individual, its Designated Principal) and Franchisee's Store

manager, as it deems appropriate. All training provided by Franchisor shall be subject to the terms set forth in Section 10. Franchisor shall also provide to Franchisee training materials designed for Franchisee or Franchisee's manager to train Franchisee's employees.

C. Administrative and Accounting Forms. Franchisor shall provide Franchisee with an initial set of accounting and other administrative forms; provided, however, Franchisor reserves the right, in its sole discretion, to charge Franchisee a fee for such forms. Franchisor shall also make available to Franchisee, at Franchisee's expense, additional accounting and other administrative forms.

D. Advisory Assistance and Services. Franchisor shall provide such initial and continuing advisory assistance as Franchisor, in its sole discretion, deems advisable in the opening and operation of the Franchised Business. In addition, Franchisor shall provide such general services and other assistance as Franchisor, in its sole discretion, deems necessary and appropriate. Franchisor shall provide such assistance at no expense to Franchisee; provided, however, Franchisor reserves the right, in its sole discretion, to charge Franchisee a reasonable fee for unusual, extensive or extraordinary assistance requested by Franchisee and/or require Franchisee to reimburse Franchisor for expenses incurred by it in connection with providing such services. In no event shall Franchisor be liable to Franchisee in connection with providing or failing to provide such services.

E. Manuals. Franchisor shall provide to Franchisee, or otherwise make available electronically, on loan, one (1) copy of the Manuals.

14. PROPRIETARY MARKS.

A. Use of Proprietary Marks. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

(i) Franchisee shall use only the Proprietary Marks designated by Franchisor and shall use them only in the manner and location authorized and permitted by Franchisor. Any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

(ii) Franchisee shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

(iii) Franchisee shall not use the Proprietary Marks in its corporate name, domain name, electronic address or any fictitious name without Franchisor's prior written consent. If Franchisor consents to Franchisee's use of a fictitious name containing the Proprietary Marks and state or local laws or ordinances require that Franchisee file an affidavit of doing business under an assumed name or otherwise to file a report or other certificate indicating that GENERAL NUTRITION CENTER or such other Proprietary Mark or similar name is being used as a fictitious or assumed name, Franchisee shall include in such filing or application therefor an indication that the filing is made as a franchisee of GENERAL NUTRITION CORPORATION, a Pennsylvania corporation, of Pittsburgh, Pennsylvania.

(iv) Franchisee shall not directly or indirectly raise or cause to be raised any questions concerning, or objections to, or contest, the validity or the ownership of the Proprietary Marks on any grounds whatsoever.

(v) In the event that litigation involving the Proprietary Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor in writing and shall cooperate fully in defending or settling such litigation, or threatened litigation. Franchisee shall not make any demand

or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy involving the Proprietary Marks without first obtaining Franchisor's prior written consent. Franchisor shall have the exclusive right to institute, negotiate, compromise, settle, dismiss, appeal or otherwise handle any such action and take such steps as it may deem advisable to prevent any such action and to join Franchisee and any other franchisees as a party to any such action to which Franchisor may be a party and to which Franchisee is or would be a necessary or proper party, but nothing herein shall be construed to obligate Franchisor to seek recovery of costs or damages of any kind in any such litigation, the assertion or waiver of such claims being within the sole discretion of Franchisor. The costs of any such action shall be paid by Franchisor and any recovery obtained shall be paid to Franchisor. During the course of any such litigation in which the interests of Franchisee and Franchisor are not adverse, Franchisee and Franchisor shall be deemed to be joint clients of the litigation counsel; and, in that event, no attorney/client privilege shall restrict Franchisee's or Franchisor's right to communicate with and receive information relating to such litigation. Notwithstanding Franchisor's exercise of any of its rights under this section, Franchisor reserves any rights it may have to seek indemnification from Franchisee in any appropriate case.

(vi) Franchisee shall not use or permit the use of any trade names, trademarks or service marks at the Store or otherwise in connection with the Franchised Business other than the Proprietary Marks.

(vii) Upon termination or expiration of this Agreement, Franchisee shall immediately cease the use of the Proprietary Marks and take such action as required under Section 21. Franchisee acknowledges that Franchisee's violation of the terms of this Section 14 may cause immediate, irreparable and incalculable harm and significant injury to Franchisor, the damages of which may be difficult to ascertain and for which no adequate remedy of law may be available. Franchisee agrees to the granting of equitable relief, including injunctive relief and specific performance, in Franchisor's favor without proof of actual damages or posting a bond or other security, such bond or other security hereby being waived. Franchisee shall pay on demand all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining such relief.

B. Acknowledgments. Franchisee expressly understands and acknowledges that:

(i) As between the parties hereto, Franchisor has the exclusive right and interest in and to the Proprietary Marks and the goodwill now or in the future associated with and symbolized by them.

(ii) Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to such Proprietary Marks and all goodwill arising from Franchisee's use of the Proprietary Marks in its Franchised Business under the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks.

(iii) Franchisor reserves the right to change, add or discontinue use of any Proprietary Mark, or to introduce additional or substitute Proprietary Marks for use in identifying the System and the Franchised Business. Franchisee shall comply with any requirements imposed by Franchisor regarding the change, alteration, discontinuation, addition or substitution of different Proprietary Marks. Franchisor shall reimburse Franchisee for all reasonable costs incurred by Franchisee which are associated with the substitution of different Proprietary Marks, except that Franchisee shall bear such costs if such substitution of Proprietary Marks coincides with Franchisee's required refurbishment of the Store as specified under Section 12.F. and 19.B. Franchisor shall have no liability for any loss of revenue or goodwill due to any new or discontinued Proprietary Mark.

15. CONFIDENTIAL OPERATING MANUAL. Franchisee shall conduct its business in strict accordance with the Manuals, one (1) copy of which shall be furnished or otherwise made available electronically to Franchisee on loan for the term of this Agreement. Franchisee shall at all times treat the Manuals and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the Manuals, in whole or in part, nor otherwise make the same available to any unauthorized person. The Manuals shall at all times remain the sole property of Franchisor and shall at all times be kept in a secure place on the Store premises. Franchisee acknowledges that Franchisor may from time to time revise the contents of the Manuals to implement new or different requirements for the operation of the Franchised Business, the implementation of which may require the expenditure of additional sums of money by Franchisee. Franchisee agrees to comply immediately (or by such later time as Franchisor may allow) with all new or changed policies, procedures or standards that are mandatory. Franchisee shall at all times ensure that its copy of the Manuals is kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's home office shall be controlling.

16. ACCOUNTING AND RECORDS.

A. Records. Franchisee shall maintain and preserve for at least five (5) years from the dates of their preparation, all cash register tapes and full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing. Franchisee shall record all Gross Sales immediately at the time of sale and at the actual price charged to the customer on POS Systems approved by Franchisor which have a sealed and continuous tape which cumulates and consecutively numbers all purchases. Franchisee acknowledges and agrees that if Franchisor is required or permitted by statute, rule, regulation or any other legal requirement to disclose any information regarding Franchisee or the operation of the Store, including earnings or other financial information, Franchisor shall be entitled to disclose such information. Franchisor also shall be entitled to use any such information in connection with the business of Franchisor or its Affiliates. In addition, Franchisee hereby expressly authorizes Franchisor to disclose any such information to its agents and potential purchasers (and their employees, agents and representatives) of Franchisor in connection with the sale or transfer of any equity interests or assets of Franchisor or any merger, reorganization or similar restructuring of Franchisor.

B. Periodic Reports. On or before the twelfth (12th) day of each Period, Franchisee shall submit to Franchisor, in the manner and form prescribed by Franchisor in the Manuals or otherwise in writing, such reports as Franchisor may prescribe, all relating to Franchisee's business activities during the preceding Period, including copies of Franchisee's daily business log reports, periodic sales and royalty reports, periodic activity reports, and periodic advertising expenditure and contribution reports, and such other information as Franchisor may require relating to the operations of the Franchised Business during the preceding Period.

C. Miscellaneous. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, bank statements, cash register tapes, information, and data as Franchisor may reasonably require, including Franchisee's federal and state income tax returns, sales and employment tax returns and evidence of payment of any such taxes required by local law, in the form and at the times and places reasonably designated by Franchisor, upon request and as specified from time to time in the Manuals or otherwise in writing. In addition, Franchisee shall submit to Franchisor certain weekly and monthly information, data and reports as requested by Franchisor including fully completed cash disbursement, cash receipts, gross-to-net payroll, and accounts payable report forms, direct purchase reports and bank statements. Such records, forms and reports shall be in the form determined by Franchisor from time to time. All such reports and data shall be signed by Franchisee attesting that they are true and correct.

D. Audit. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and business tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an audit should reveal that any Gross Sales have been understated in any report to Franchisor, then Franchisee shall immediately upon demand pay to Franchisor all royalties and advertising contributions due on the amount understated, in addition to interest from the date such royalties and advertising contributions were due until paid, at the rate of one and one-half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less. If an audit discloses an understatement of three percent (3%) or more in any report of Gross Sales, Franchisee shall, in addition to payment of all royalties and advertising contributions due, plus any interest thereon, reimburse Franchisor for all costs and expenses connected with the inspection and audit (including travel, lodging, and wage expenses and reasonable accounting, administrative and legal costs).

E. Financial Services. Franchisor or its Affiliate, for a monthly fee based on actual costs of the Franchisor, may (but is not obligated to) provide to Franchisee various financial support services (the "Financial Services"), which may, at Franchisor's discretion, include the following: data processing, accounting, and other operational services, including monthly budget and financial statements, monthly bank reconciliations, quarterly cash flow statements, and quarterly financial statement variance analysis; an annual physical inventory; and certain payroll services provided by an outside vendor. If Franchisor chooses to provide the Financial Services, Franchisee may, at its option, use or decline the Financial Services provided by Franchisor, unless required in connection with a Franchisor financing program. If Franchisor provides the Financial Services to Franchisee, Franchisor may discontinue any or all of them at any time for any reason. If Franchisor does not provide the Financial Services to Franchisee, or if Franchisee opts not to use the Financial Services (unless required in connection with a Franchisor financing program), then Franchisee agrees to procure its own financial bookkeeping and payroll services, at its sole expense. If Franchisor does not provide the Financial Services to Franchisee, or if Franchisee opts not to use the Financial Services, then no later than twenty (20) days after the end of each calendar year during the term of the Agreement, Franchisee shall furnish to Franchisor, for the preceding calendar year, an annual profit and loss statement and balance sheet signed and verified by Franchisee as accurately reflecting the results of operations of Franchisee's GNC Store for the preceding calendar year. In addition, during the term of the Agreement, upon the request of Franchisor, Franchisee agrees to provide to Franchisor current interim financial statements (in a form acceptable to Franchisor) reflecting the operations of Franchisee's GNC Store.

F. Lease Audits. Franchisor may (but is not be obligated to) conduct periodic audits of Common Area Maintenance (CAM) charges and other charges under Franchisee's lease or sublease. Franchisee shall provide or make available such records and information as may be necessary for Franchisor to conduct and complete such audits. Franchisor agrees to pass on any savings resulting from such audits to Franchisee; provided, that Franchisor shall be entitled to retain, or invoice Franchisee for, as the case may be, an amount equal to Thirty Percent (30%) of any such savings. Franchisee agrees to pay any invoice in accordance with its terms.

17. ADVERTISING.

A. Fund Administration. The Fund shall be maintained and administered by Franchisor or its designee, as follows:

(i) Franchisor or its designee shall direct all advertising programs. Franchisor shall have sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Fund is intended to maximize general public recognition, acceptance, and use of the System and that Franchisor and its designees are not obligated

in administering the Fund to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular Franchisee benefits directly or pro rata from expenditures by the Fund. Franchisor does not warrant or represent that any or all of the advertising or promotional materials or campaigns will be successful or will achieve any particular result.

(ii) The Fund, all contributions thereto, and any earnings thereon shall be used exclusively to meet any and all costs of maintaining, administering, directing, and preparing advertising and/or promotional activities including the costs of preparing and conducting television, radio, magazine, and newspaper advertising; marketing surveys and other public relations activities; employing advertising agencies to assist therein; providing promotional and other marketing materials to the Stores operated under the System; costs associated with processing member contributions to the Fund; and payment of salaries and expenses of Franchisor and its Affiliates associated with administering the Fund and processing member contributions to the Fund.

(iii) All sums paid by Franchisee to the Fund shall be maintained in an account separate from the other monies of Franchisor. Franchisor or its designee shall maintain separate bookkeeping accounts for the Fund.

(iv) It is anticipated that all contributions to and earnings of the Fund generally will be expended for advertising and/or promotional purposes during the taxable year within which the contributions and earnings are received. If, however, excess amounts remain in the Fund at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of contributions from previous years, next out of current earnings, and finally from current contributions.

(v) The Fund is not and shall not be an asset of Franchisor or its designee. An unaudited report of the operations of the Fund as shown on the books of the Fund shall be prepared annually by Franchisor and shall be made available to Franchisee upon request.

(vi) Although the Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising, set aside for future contracted advertising commitments and/or promotional purposes or returned to contributors on the basis of their respective contributions.

(vii) The expenditure of Fund monies is to be under the control of, and in the sole discretion of, Franchisor or its designee at all times. Franchisor reserves the right to forgive any payments due to the Fund by any franchisee and to, at its option, allow franchisees to spend monies due to the Fund on local advertising. Franchisor will not be liable for any act or omission with respect to the Fund that is consistent with this Agreement and done in good faith. Except as expressly provided in this Section 17, Franchisor assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the Fund. Franchisee acknowledges and agrees that Franchisor is not operating or acting as a trustee or fiduciary with respect to the Fund.

B. Co-operative/Local Advertising Fee. Franchisor shall have the right, in its discretion, to establish an advertising co-operative or a local advertising expenditure requirement at any time in the future upon notice to Franchisee. If such a co-operative is established, Franchisor shall have the right to require Franchisee's participation in said co-operative and to require Franchisee to sign any co-operative advertising agreement it deems necessary.

C. Promotional Materials. Franchisor shall make available to Franchisee from time to time, at Franchisee's expense in such amounts to cover Franchisor's direct costs, advertising plans and

promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials, community relations programs, and similar advertising and promotional materials.

D. Advertising Standards. All advertising and Media communications by Franchisee in any medium shall be conducted in a dignified manner, shall be completely truthful, accurate, and not misleading, shall comply with the highest ethical standards applicable to advertising generally and the business in particular, shall comply with all federal, state, and local laws and regulations, including rules and regulations of the FDA, the FTC, and all applicable consumer protection agencies and bureaus, and shall conform to such standards and requirements as Franchisor may specify from time to time in the Manuals or otherwise in writing.

E. Telephone Directory Listing/Advertisements. Listings and advertisements in local telephone directories obtained by Franchisee, if any, shall be in the form, size, and type of directory specified by the Franchisor in the Manuals or otherwise in writing. Such listings and advertisements shall be at Franchisee's cost, are in addition to the Advertising Fee, and shall not be paid for out of the Fund.

F. Approval. Franchisee shall submit samples of all advertising, promotional plans and materials proposed to be used by Franchisee or any organization or association in which Franchisee is a member whose business relates, directly or indirectly, to Franchisor or the Franchised Business, and any other advertising or promotional media to Franchisor (via U.S. mail, return receipt requested) for its approval (except with respect to prices to be charged), if such plans and materials have not been prepared or previously approved by Franchisor, and Franchisee shall not use any such advertising or promotional plans or materials prior to receiving written approval of the same from Franchisor. This requirement shall apply to any and all advertising, promotional plans or materials, and any other advertising or promotional media, including, but not limited to, those placed by Franchisee directly or indirectly, those placed on Franchisee's behalf by another person, and those to which Franchisee contributes any financial or other consideration. If written approval is not received by Franchisee from Franchisor within thirty (30) days of date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them.

G. Pricing. Franchisee shall have the right to sell its products and to offer its services at any prices Franchisee may determine, and shall in no way be bound by any price which may be recommended or suggested by Franchisor; provided, however, that to the extent permitted by law, Franchisor shall have the right to establish maximum prices for any given product or service offered by Franchisee. Subject to the foregoing, Franchisee shall not exceed any maximum price established by Franchisor, but remains free to charge any price below the maximum price established by Franchisor. Franchisee acknowledges that Franchisor and its Affiliates and any of their respective licensees, may sell the same products as Franchisee, including GNC Brand Supplements, at discounted prices or other retail prices below those established by Franchisee.

18. TRANSFER OF INTEREST.

A. Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of this Agreement and Franchisor's rights or obligations herein to any person or legal entity without Franchisee's consent, and upon such transfer or assignment, the transferee or assignee shall be solely responsible for all of Franchisor's obligations arising under this Agreement subsequent to the transfer or assignment. In addition, Franchisor shall have the right to delegate performance of any or all of its obligations and duties hereunder. Franchisee agrees and affirms that Franchisor may sell its assets, the Proprietary Marks and/or the GNC System to a third-party; may offer its securities privately or publicly; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a

refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Franchisee further agrees and affirms that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as GNC Stores operating under the Proprietary Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which Franchisee acknowledges may be proximate to any of its Stores. With regard to any of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Proprietary Marks (or any variation thereof) and the GNC System and/or the loss of association with or identification of General Nutrition Corporation under this Agreement. If Franchisor assigns its rights in this Agreement, nothing in this Agreement shall be deemed to require Franchisor to remain in the Franchised Business or to offer or sell any products or services to Franchisee.

B. Transfer by Franchisee

(i) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on the business skill, financial capacity, and personal character of Franchisee and its Principals. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement nor any individual or Entity which directly or indirectly controls Franchisee shall subfranchise, sell, assign, transfer, merge, convey or give away (each a "Transfer"), in whole or in part, any direct or indirect interest in this Agreement or in Franchisee or the Franchised Business without the prior written consent of Franchisor. In addition, if Franchisee is an Entity, the shareholders, members, partners, beneficiaries, investors or other equity holders (collectively, "Equity Holders") of Franchisee, as the case may be, may not, directly or indirectly, Transfer their equity interests in Franchisee (each an "Equity Transfer") without the prior written consent of Franchisor. Furthermore, in the event that any Equity Holder of Franchisee is an Entity, the interests of any such Equity Holder may not be Transferred without the prior written consent of Franchisor. Notwithstanding the foregoing, Franchisor's prior written consent shall not be required for a Transfer of less than a five percent (5%) interest in a publicly-held corporation, provided that such Transfer does not result in a change in control of such Entity, Franchisee or the Franchised Business. Any Transfer in violation of this Agreement or the Manuals or other writing that Franchisor may prescribe shall be void and of no force and effect. In the event of any such Transfer in violation of this Agreement, Franchisee shall be in default hereunder and Franchisor shall be entitled to immediately terminate this Agreement on notice to Franchisee.

(ii) Franchisor's approval of any Transfer may be conditioned on any or all of the following:

(a) All of Franchisee's accrued monetary obligations to Franchisor or any Affiliate of Franchisor shall have been satisfied, all or a portion of which Franchisor may require to be paid in immediately available funds, including wire transfers, on or before the date of Transfer;

(b) Franchisee is not in default of any provision of this Agreement or any Related Agreement (as defined in Attachment B);

(c) The Franchisee/transferor and if the transferee is an existing franchisee of Franchisor, the transferee, and their respective Principals and any Entity in which they have any ownership interest or control, directly or indirectly, whose business relates in any way to the Franchised Business, the Products or GNC, shall have executed a general release in a form prescribed by Franchisor, of any and all claims against Franchisor or any of its Affiliates and their respective officers, directors, shareholders, and

employees, in their corporate and individual capacities, including claims arising under federal, state, and local laws, rules, and ordinances, which arise out of or are in any way related to any existing contract or franchised business with Franchisor or its Affiliates;

(d) The transferee and his or her spouse (and, if the transferee is not an individual, all owners of a beneficial interest in the transferee and their respective spouses) shall (i) enter into a written assignment, in a form prescribed by Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement and (ii) guarantee the performance of all such obligations in writing in a form prescribed by Franchisor as it deems necessary for adequate security;

(e) In the event the Store is not in compliance with Franchisor's policies, procedures or standards as set forth in this Agreement, the Manuals or otherwise in writing, including, but not limited to, minimum acceptable inventory levels as determined by Franchisor, the transferee shall agree in a writing prescribed by Franchisor to be responsible, at its cost, for achieving compliance with such policies, procedures or standards within a reasonable period of time, as determined by Franchisor, following the Transfer;

(f) The transferee (and, if the transferee is not an individual, such owners of a beneficial interest in the transferee as Franchisor may request) shall demonstrate to Franchisor's satisfaction that the transferee meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Franchised Business on a continuing basis under the System;

(g) At Franchisor's option, the transferee (and, if the transferee is not an individual, all owners of a beneficial interest in the transferee) shall execute the then-current standard form Franchise Agreement with a term equal to the then-current full franchise term (including any renewals) being offered by Franchisor to new franchisees, and such other ancillary agreements as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement; provided, however, that (i) the transfer fee described in Section 18.B.(ii)(l) below shall be in lieu of the initial franchise fee, and, (ii) in the event of an Administrative Transfer (as defined in Attachment B) or an Equity Transfer, directly or indirectly, of less than a fifty percent (50%) ownership interest in Franchisee ("Minority Equity Interest"), the term shall be equal to the remaining term of this Agreement and such renewal term(s), if any, as may be provided thereafter by this Agreement;

(h) The transferee shall execute a Product Sales Agreement, and if needed, a Purchase Money Security Agreement and Promissory Note in the form(s) required by Franchisor;

(i) The transferee shall, at its expense, upgrade the Store to conform to the then-current standards and specifications for stores under the System, and shall complete the upgrading and other reasonable requirements within the time specified by Franchisor;

(j) Franchisee and each guarantor of this Agreement shall remain liable for all obligations of the Franchised Business prior to the effective date of the Transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(k) At the transferee's expense, the transferee (and if transferee is not an individual, its Designated Principal) and the transferee's manager shall complete any training program then in effect for franchisees upon such terms and conditions as Franchisor may require;

(l) Franchisee or the transferee shall pay Franchisor a transfer fee not to exceed the then-current initial franchise fee being charged by Franchisor for a new franchise store, with the exception of (i) Administrative Transfers (as defined in Attachment B), in which case, the transfer fee shall be \$1,000, and (ii) a Transfer of a Minority Equity Interest, in which case, the transfer fee shall be \$2,500, to cover Franchisor's supervisory, administrative, accounting, legal, training and other costs and expenses in connection with the Transfer;

(m) With the exception of an Administrative Transfer (as defined in Attachment B) or a Minority Equity Interest Transfer, Franchisee shall have first offered to sell such interest to Franchisor pursuant to Section 18.C. and Franchisor shall have declined such offer in the manner set forth herein;

(n) Minority Equity Interest Transfers and Administrative Transfers shall be limited to no more frequently than one such Transfer per Franchise Term, unless otherwise approved in writing by Franchisor, in its sole discretion.

(o) The terms and conditions of the proposed Transfer shall be satisfactory to Franchisor and shall require the use of an escrow company, satisfactory to Franchisor, for the transaction; and

(p) Neither transferee nor any of its Affiliates, principals or beneficial owners shall be associated with or own a direct or indirect interest in a Competitive Business.

(iii) The Transfer, pledge, or hypothecation of all or any part of the assets of the Franchised Business and, if Franchisee is an Entity, all or any part of the equity interest in such entity, to banks or other lending institutions as collateral security for loans made directly to or for the benefit of the Franchised Business shall require the prior written approval of Franchisor.

(iv) Franchisee acknowledges and agrees that each condition set forth above is necessary to assure such transferee's full performance of the obligations hereunder.

(v) If Franchisee is a limited partnership or a limited liability company, Franchisee may not remove or appoint, or permit the limited partners or members to remove or appoint, a new or successor general partner or limited liability company manager without the prior written consent of Franchisor (even if such appointment is due to the resignation, death or Incapacity of the general partner or manager).

C. Right of First Refusal. If Franchisee proposes to sell, transfer or otherwise dispose of all or any portion of Franchisee's right, title or interest in and to the Franchised Business or (except in the ordinary course of business) any of the assets thereof to any third party or if any party who holds any interest in Franchisee or in this Agreement (the transfer of which interest would have the effect of transferring a controlling interest in the Franchised Business) desires to sell such assets or interest to any third party, Franchisee or any such party shall notify Franchisor in writing of the proposed terms of each such sale (each a "ROFR Notice") and shall provide to Franchisor copies of the offer and all related documents and agreements and all such information as Franchisor may reasonably request concerning the proposed purchaser and/or transaction), and Franchisor shall have the right and option, exercisable by written notice to the seller within thirty (30) days after receipt of such written notification and of all such related documents, agreements and reasonably requested information (the "ROFR Period"), to purchase the seller's interest or the assets on the same proposed terms and conditions as set forth in the ROFR Notice and related documents provided by the seller (or, if, in the opinion of Franchisor, circumstances render an exact "match" of the sale terms not practicable, then the monetary equivalent of such terms and conditions,

provided that if the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions of the sale to the third party, an independent appraiser shall be designated by Franchisor, and his or her determination shall be binding). During the ROFR Period, the seller shall not be permitted to transfer, sell or otherwise dispose of such interest or assets to any third party, and Franchisor shall have no obligation whatsoever with respect to any revised or additional offer with respect to such interest or assets, other than that reflected in the terms and conditions described in the ROFR Notice. In the event that Franchisor elects to purchase the assets or seller's interest, closing on such purchase must occur within one hundred and twenty (120) days from the date of notice to the seller of the election to purchase by Franchisor or such later date as may have been provided in the terms of sale to the third party. In the event that Franchisor does not elect to exercise its rights of first refusal with respect to the offer described in the ROFR Notice and the seller proceeds with the proposed sale, then any material change in the terms of such proposed sale prior to closing therefor shall constitute a new sale requiring a new ROFR Notice and shall be subject to the same rights of first refusal by Franchisor as in the case of an initial sale. For purposes hereof, "material change" shall include but shall not be limited to any change in the amount, form of payment or schedule for payment of the proposed purchase price. If the sale to the third party is not completed within one hundred and eighty (180) days after the expiration of the applicable ROFR Period described herein, the seller shall notify Franchisor of such fact and Franchisor shall be entitled to purchase seller's interest on the same terms and conditions as the terms of sale of the third party, or the monetary equivalent thereof. Failure of Franchisor to exercise any option afforded by this Section 18.C. shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 18, with respect to a proposed Transfer.

D. Transfer Upon Death or Incapacity.

(i) Upon the death or Incapacity of any person with an interest in the Franchised Business or in Franchisee (the effect of which would cause the Franchised Business to temporarily or permanently cease to operate in full compliance with all requirements of this Agreement), Franchisee shall immediately notify Franchisor of such event. Franchisor may, in its sole discretion, but without any obligation to do so, immediately enter upon the Store premises, and install a manager to manage and operate the Franchised Business for such time as Franchisor deems necessary, or until an approved Transfer in accordance with the terms of Section 18.D.(ii) occurs. Franchisor shall be entitled to compensation and recoupment of expenses incurred during this period at a rate of \$1,500 per week. If Franchisor assumes the Store's management, Franchisee acknowledges that Franchisor will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its Principals for any debts, losses or obligations the Store incurs, or to any of Franchisee's creditors for any supplies or services the Store purchases while the Franchisor manages it.

(ii) Upon the death or Incapacity of any person with any interest in the Franchised Business or in Franchisee (the transfer of which interest would have the effect of transferring a controlling interest in the Franchised Business), the executor, administrator, or personal representative of such person shall transfer his or her interest to a third party approved by Franchisor within six (6) months after such death or Incapacity. Such transfers, including transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer (transfer by conveyance). However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 18, the personal representative of the deceased person shall have a reasonable time to dispose of the deceased's interest in the Franchised Business or Franchisee, which disposition shall be subject to all the terms and conditions for Transfers contained in this Agreement. If an approved transfer is not effected within a reasonable time, Franchisor may terminate this Agreement, immediately upon written notice to the personal representative or the executor, administrator or any living person having an ownership interest in the Franchised Business. As used in this Section 18.D., "Franchisee" may include an incapacitated or

deceased controlling shareholder, partner, member, investor or other equity holder where the context so requires.

E. Non-Waiver of Claims. Franchisor's consent to a Transfer of any interest in the franchise granted herein shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferees.

F. Offerings by Franchisee. Securities in Franchisee may not be offered to the public by private offering or otherwise without the prior written consent of Franchisor. If securities in Franchisee are offered to the public, by private offering or otherwise, all materials required for such offering by federal or state law shall be submitted to Franchisor for review prior to their use or filing with any government agency; and any materials to be used in any offering exempt from federal or state securities laws shall be submitted to Franchisor for review prior to their use. No such offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in underwriting, issuing, or offering securities of Franchisee or Franchisor; and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Franchisee and Franchisor. Franchisee and the other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall pay Franchisor a non-refundable fee of \$5,000 to cover Franchisor's costs and expenses associated with reviewing the proposed offering, including legal and accounting costs. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section 18.F. to enable Franchisor the opportunity to exercise its right of first refusal as provided in Section 18.C. Notwithstanding Franchisor's approval of a public offering, the remaining provisions of Section 18 shall apply to the Transfer.

19. RENEWAL OF FRANCHISE. If this is the Initial Term, subject to the term of the lease or sublease for Franchisee's Store, Franchisee may, after the expiration of the Initial Term, renew this Agreement for one (1) additional consecutive term of five (5) years. If this is a Renewal Term, subject to the term of the lease or sublease for Franchisee's Store, Franchisee may, after expiration of the Renewal Term, renew this Agreement for one (1) additional consecutive term of five (5) years. Notwithstanding the foregoing, Franchisee shall not be permitted to renew pursuant to this Section 19 unless the following conditions are satisfied prior to the applicable Renewal Term:

A. Notice and Approval. Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than twelve (12) months nor more than eighteen (18) months prior to the end of the Initial Term or the Renewal Term, as applicable. If Franchisor does not receive the written renewal notice required above within the required time frame, Franchisor shall have no obligation to renew this Agreement. Such renewal shall be subject to Franchisor's prior approval. Franchisor's failure to respond to Franchisee's renewal request shall not constitute a default under this Agreement;

B. Remodeling. Franchisee shall complete or provide for, at its own expense and to Franchisor's satisfaction, such maintenance, renovation and modernization of the Store premises as Franchisor may in its sole discretion require, including, but not limited to, replacement of signs, equipment, furnishings, and decor, to reflect the then-current image of the System and the particular type and grade of location for the Store;

C. No Default. Franchisee shall not be, when notice is given, or at any time thereafter prior to the expiration of the then-current Franchise Term, in default of any provision of this Agreement or any Related Agreement (as defined in Attachment B); Franchisee shall not have had, when notice is given, or at any time thereafter prior to the expiration of the then-current Franchise Term, three (3) or more defaults (even if cured) for failure to pay royalties or any other sums owed to Franchisor during the term of this

Agreement or any Related Agreement (as defined in Attachment B attached to this Agreement); and Franchisee shall have fully and faithfully complied with all the terms and conditions of such agreements during the terms thereof;

D. Payment. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its Affiliates, as well as to lessors, sublessors, vendors and suppliers of the Store, and shall have timely met such obligations throughout the term of this Agreement;

E. Premises. Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Store premises for the duration of the renewal term;

F. Franchise Agreement. Franchisee and its Principals shall execute Franchisor's then-current form of franchise agreement, and any accompanying addenda and ancillary agreements (including the guaranties contemplated by Section 5.B.(ii) hereof or as otherwise required by Franchisor), for each renewal term, which agreement shall supersede this Agreement in all respects, and the terms of which may differ substantially from the terms of this Agreement, including the royalty rate; provided, however, that Franchisor may require that Franchisee pay, in lieu of an initial franchise fee, a renewal fee in the amount of thirty-seven and one-half percent (37.5%) of the then-current undiscounted initial franchise fee being charged to new franchisees for a new Store under the System (.375 x then-current initial franchise fee) and that Franchisor may waive any of the Pre-Opening Obligations to the extent they are inapplicable or already fulfilled by Franchisee to Franchisor's satisfaction;

G. Release. Franchisee and its Principals and any entity in which they have any ownership interest or control, directly or indirectly, whose business relates in any way to the Franchised Business, the Products or GNC, shall execute a general release covering all existing GNC franchised stores in which such parties have an interest, in a form prescribed by Franchisor, of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents, and employees;

H. Training. Franchisee shall comply with Franchisor's then-current qualification and training requirements for renewal franchisees;

I. Ability to Operate the Franchised Business at a Profit. Franchisee's Gross Sales during the Franchise Term have enabled Franchisee to cover all costs of operating the Franchised Business; and

J. Credit Rating. Franchisee shall have a sound credit rating with all trade purveyors and service agencies and sufficient financial resources to continue to operate the Franchised Business in accordance with the requirements of the then current form of Franchise Agreement.

20. DEFAULT AND TERMINATION.

A. Automatic Termination without Notice or Opportunity to Cure. Franchisee shall be in default under this Agreement and all rights granted herein shall automatically terminate without notice to Franchisee:

(i) If Franchisee shall become or be adjudicated insolvent or bankrupt, fails to pay debts as they come due and/or admits in writing its inability to pay debts as they come due or makes a general assignment for the benefit of creditors;

(ii) If a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee or proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee;

(iii) If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee or such receiver or other custodian (permanent or temporary) is appointed by any court of competent jurisdiction;

(iv) If a final judgment against Franchisee remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed);

(v) If execution is levied against Franchisee's business or property or the real or personal property of the Store shall be sold after levy thereupon by any sheriff, marshal, or constable;

(vi) If suit to foreclose any lien or mortgage against the premises or equipment of the Store is instituted against Franchisee and not dismissed within thirty (30) days; or

(vii) If Franchisee is dissolved either voluntarily or involuntarily.

WAIVER OF AUTOMATIC STAY

If Franchisee shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended (the "Bankruptcy Code"), (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief to debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any bankruptcy, insolvency, or relief for debtors, then (a) Franchisor shall thereupon be entitled to relief from any automatic stay imposed by § 362 of the Bankruptcy Code, or any similar provision, (b) Franchisee hereby stipulates and agrees that "cause" under § 362 (c) of the Bankruptcy Code exists for relief from the automatic stay, (c) Franchisee hereby expressly waives any protection afforded by the automatic stay and any objection to Franchisor's relief therefrom, and (d) Franchisee agrees not to oppose or object to such relief.

B. Termination by Franchisor on Notice without Opportunity to Cure. Upon the occurrence of any of the following events, Franchisee shall be in default hereunder, and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee:

(i) If Franchisee neglects, fails or refuses to comply with any of the Pre-Opening Obligations, or if Franchisee fails to open the Store for business, on or prior to the end of the Pre-Opening Period;

(ii) If Franchisee fails to timely procure or maintain the insurance required to be procured and maintained by Franchisee under Section 9;

(iii) If Franchisee abandons the Franchised Business, or fails to maintain operating hours required under the lease or sublease for the Store premises for three (3) consecutive business days, or relocates the Franchised Business without the prior written approval of Franchisor or if the Franchisee loses the right to possession of the Store premises by failing or refusing to execute a sublease or a renewal

or extension of a sublease for the Store premises or otherwise, or otherwise forfeits the right to do or transact business in the jurisdiction where the Store is located;

(iv) If Franchisee or any of its Principals is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, and the goodwill associated therewith, or Franchisor's interest therein;

(v) If Franchisee or any Principal of Franchisee purports to Transfer any rights or obligations under this Agreement or any interest in Franchisee or the Franchised Business to any third party without Franchisor's prior written consent, contrary to the terms of Section 18 of this Agreement;

(vi) If Franchisee or any of its Principals, as applicable, fails to comply with the covenants in Section 22.A., 22.B. and 22.C. or fails to obtain and deliver the executed covenants which may be required under Sections 22.I. and 22.J.;

(vii) If Franchisee, or any of its Principals, employees, agents or representatives, has made any material misrepresentations, or has provided any false, misleading, inaccurate or incomplete information, whether written or oral, in connection with Franchisee's application to Franchisor for the franchise granted herein or in connection with the operation of the Franchised Business pursuant to this Agreement, including, repeatedly failing to correctly record each sale on the approved POS System immediately at the time of such sale and at full retail price as required under Section 16.A.;

(viii) If Franchisee, or any of its employees, agents or representatives, engages in fraudulent conduct, including knowingly maintaining false books or records, submitting or making any false reports or statements to Franchisor, or attempting to adjust the POS System or manipulate data input thereon to decrease Franchisee's royalty obligation, cause issuance of credits to Franchisee to which it is not entitled, or otherwise cause data presented not to be true and correct; or if Franchisee, or any of its employees, agents or representatives, denies Franchisor's authorized representatives immediate access to the Store or to Franchisee's books and records for the purposes of an audit or inspection;

(ix) If Franchisee, after receiving notice of termination for a default under Section 20.C. hereof, fails to immediately initiate a remedy to cure such default;

(x) If Franchisee is in default under Section 20.C. hereof for failure to comply with any requirements imposed by this Agreement more than once;

(xi) If Franchisee commits an event of default under this Agreement or any Related Agreement (as defined in Attachment B), and fails to cure such default within the applicable cure period, if any, specified in such agreement;

(xii) If Franchisee engages in illegal activities on or about the Store premises or otherwise in connection with the operation of the Franchised Business;

(xiii) If Franchisee, or any of its employees, agents or representatives, assaults, threatens, verbally or otherwise, the health or safety of, or engages in repeated or a pattern of abusive treatment against, Franchisee's customers, any member of the general public, other franchisees, or any employees, agents or representatives of Franchisor or its Affiliates;

(xiv) If Franchisee markets, offers or sells any products or services which are banned by Franchisor, the Food and Drug Administration, any state agency or any federal, state or local law, statute,

regulation or ordinance; engages in any acts or omissions which violate applicable law, including libel and slander laws; engages in any conduct which creates a material risk of danger to health or safety; or engages in any activity which is likely to be directly or indirectly injurious or prejudicial to the goodwill associated with the Proprietary Marks;

(xv) If Franchisee has received at least three (3) default notices from Franchisor within a twelve (12) month period, even if such default is subject to a right to cure or is cured after notice is delivered to Franchisee;

(xvi) If Franchisee operates a mail order, direct mail, catalog, telemarketing, wholesale, exporting, distribution, direct sales, direct marketing or similar business, including through the use of the Internet, which permits customers to purchase and receive products or services without being present at the Approved Location, contrary to the terms of Section 2.B. of this Agreement; or

(xvii) Franchisee or any guarantor of its obligations under this Agreement becomes a Specially Designated National or Blocked Person or fails to comply with Section 30 of this Agreement, including a breach of the representations set forth in Section 30 or Franchisor discovers through notice from Franchisee or through its own investigation that representations set forth in Section 30 are or have become false.

C. Termination by Franchisor on Notice with Opportunity to Cure. Except as provided in Sections 20.A. and 20.B. of this Agreement, Franchisee shall have thirty (30) days after its receipt from Franchisor of a written notice of termination pursuant to this Section 20.C. within which to remedy any default hereunder and provide evidence thereof to Franchisor, and to pay a fee to Franchisor in an amount not to exceed \$1,000 for each default occurrence for Franchisor's administrative costs associated with managing such default; provided, that if such default is not susceptible of being cured, this Agreement shall terminate on notice to Franchisee of the default. Franchisee shall, upon receiving such notice, immediately initiate a remedy to cure such default. If Franchisor, in its sole discretion, determines that Franchisee is unable to operate the Store in accordance with Franchisor's requirements during the cure period, Franchisor may, in its sole discretion, assume operations of the Store until such time that Franchisee has remedied all defaults. Franchisee agrees to pay to Franchisor a management fee equal to 10% of the Store's total Gross Sales during any period of time in which Franchisor is operating the Store, which fee shall be in addition to any royalties and fees payable to Franchisor pursuant to this Agreement. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Except as provided in Sections 20.A. and 20.B. of this Agreement, Franchisee shall be in default under this Section 20.C. for any failure to comply with any of the requirements imposed by this Agreement, the Manuals or any other written policies or requirements of Franchisor.

D. Termination by Franchisee on Notice with Opportunity to Cure. If Franchisee is in compliance with this Agreement and Franchisor breaches this Agreement in any material respect and fails to cure such material breach or put forth diligent efforts to cure such material breach within ninety (90) days after written notice thereof is delivered to Franchisor, Franchisee may terminate this Agreement effective ten (10) days after delivery to Franchisor of notice thereof. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such ninety (90) day period and Franchisor has commenced and is continuing to make good faith efforts to cure such breach, Franchisor shall be given an additional sixty (60) day period to cure the same, and this Agreement shall not terminate. In the event of termination by Franchisee, all post-termination obligations of Franchisee described herein shall not be waived but shall be strictly adhered to by Franchisee.

21. EFFECT OF AND OBLIGATIONS UPON TERMINATION OR EXPIRATION. Upon expiration or termination of this Agreement, regardless of which party terminates this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate and be of no further force and effect, and:

A. Liquidated Damages. Franchisee acknowledges and confirms that by granting Franchisee the license to operate the Store in the Protected Territory, Franchisor lost the opportunity to grant a franchise in the Protected Territory to another person or Entity or itself to own and operate a Store within the Protected Territory. Additionally, Franchisee confirms that Franchisor will suffer substantial damages by virtue of the termination of this Agreement, including lost Royalty Fees, lost market penetration and goodwill in the Protected Territory, lost opportunity costs and the expense Franchisor will incur in developing another franchise in the Protected Territory, which damages are impractical and extremely difficult to ascertain and/or calculate correctly, and the proof of which would be burdensome and costly, although such damages are real and meaningful to Franchisor and the GNC System. Accordingly, in the event that Franchisor terminates this Agreement for Franchisee's default hereunder, Franchisee agrees to pay to Franchisor in a lump sum on the effective date of termination, liquidated damages, which represent a fair and reasonable estimate of Franchisor's foreseeable losses as a result of such termination, and which are not in any way intended to be a penalty, in an amount determined as follows:

(i) the greater of (a) the average monthly amount of Royalty Fees payable by Franchisee to Franchisor for the two (2) years immediately preceding the date of termination or (b) the average monthly amount of Royalty Fees payable by Franchisee to Franchisor for the twelve (12-) month period immediately preceding the date of termination; provided, however, if the Store has not been open for at least twelve (12) months, the average monthly amount of Royalty Fees payable by Franchisee to Franchisor for the months in which the Store has been open;

(ii) multiplied by the number of months remaining in the then-current term of this Agreement.

Franchisee acknowledges that its obligation to pay Franchisor liquidated damages is in addition to, and not in lieu of, Franchisee's obligations to pay other amounts due to Franchisor under this Agreement up to the date of termination and to strictly comply with any other post-termination obligations required hereunder. Should any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement limit Franchisee's ability to pay, and Franchisor's ability to receive, such liquidated damages, Franchisee shall be liable to Franchisor for any and all damages which it incurs, now or in the future, as a result of Franchisee's default under this Agreement.

B. Cessation of Franchised Business and Disassociation. Franchisee shall immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

C. Proprietary Marks, Information and Materials. Franchisee shall immediately and permanently cease to use, by advertising or in any other manner whatsoever, any confidential methods, procedures, and techniques associated with the System and the Proprietary Marks. Any license to use the System and the Proprietary Marks immediately shall terminate and Franchisor has the right to immediately terminate Franchisee's access to the POS System. In particular, without limitation, Franchisee shall cease to use all signs, equipment, advertising materials, stationery, forms, and any other articles which display the Proprietary Marks; provided, however, that this Section 21.C. shall not apply to the operation by Franchisee of another GNC Store under the System, pursuant to another agreement between Franchisor and Franchisee which is then in effect. Franchisee shall take all necessary steps to assign, transfer or surrender to Franchisor or otherwise place in Franchisor or its designee title to all such names or marks (other than the Proprietary Marks) which Franchisee may have used during the term of this Agreement in connection

with the operation of the Store. Franchisee shall not use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks in connection with any business or for any other use, or use any mark which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks; and further shall not utilize any designation of origin or description or representation which falsely suggests or represents a current or former association or connection with Franchisor.

D. Cancellation of Assumed Names. Franchisee shall take such action as may be necessary to cancel any assumed or fictitious name or equivalent registration which contains a Proprietary Mark; and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

E. Surrender of Possession; Assignment; Renovation. At Franchisor's option, and within three (3) business days after Franchisor gives notice to Franchisee, Franchisee shall turn over physical possession of the Store to Franchisor. Franchisee expressly acknowledges and agrees that the failure by Franchisee to allow Franchisor to take possession of the Store, or any attempt by Franchisee to remove inventory, furniture, fixtures or equipment from the Store, shall infringe upon the intellectual property and proprietary rights of Franchisor and shall cause immediate, irreparable, and incalculable harm and significant injury to Franchisor, damages for which may be difficult or impossible to ascertain and for which no adequate remedy at law may be available. Accordingly, Franchisee consents to the granting of equitable relief, including an injunction and specific performance in Franchisor's favor, without proof of actual damages or posting of a bond or other security, such bond or other security hereby being waived. Franchisee shall pay on demand all court costs and reasonable attorneys' fees incurred by Franchisor or its Affiliates in obtaining such equitable relief. Franchisee shall, at Franchisor's option, assign to Franchisor any right, title and interest which Franchisee has in any lease or sublease for the premises of the Franchised Business and any governmental licenses or permits used for the operation of the Store, and assign to Franchisor, or discontinue use of, the telephone numbers, telephone directory listings and advertisements, website URLs, and e-mail addresses for the use or operation of the Store. If Franchisee fails to promptly execute and deliver such assignments to Franchisor, Franchisee hereby grants any officer of Franchisor an irrevocable power of attorney, coupled with an interest, to execute such assignments on Franchisee's behalf. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the premises of the Franchised Business pursuant to this Section 21.E., Franchisee shall make such modifications or alterations to the premises operated hereunder (including changing the telephone number and changing the color scheme and/or other distinctive design features) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of GNC Stores under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 21.E., Franchisor shall have the right to enter upon the premises where Franchisee's Franchised Business was conducted, or where the leased or subleased premises are being constructed or otherwise prepared to open, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

F. Payment to Franchisor and Affiliates. Franchisee shall promptly pay all sums owing to Franchisor and its Affiliates, together with any advertising and promotional funds, including interest on overdue monies as described in Section 4.G. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, equipment, inventory, and fixtures owned by Franchisee and on all premises operated hereunder at the time of default.

G. Attorneys' Fees and Court Costs. Franchisee shall pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees and court costs, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 21.

H. Return of Franchise Information and Materials. Franchisee shall immediately turn over to Franchisor all Manuals, customer lists, records, files, instructions, correspondence, and all other materials related to operating the Franchised Business which are in Franchisee's possession, and all copies thereof (all of which are acknowledged to be Franchisor's property), excepting only Franchisee's copy of this Agreement and any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law.

I. Purchase Option. Franchisor shall have the option, to be exercised within thirty (30) days after termination or expiration, to purchase from Franchisee any or all of the inventory or merchandise owned by Franchisee and originally purchased from Franchisor or its Affiliates, at Franchisee's cost based on the most recent invoices received by Franchisee; to purchase any or all of the inventory or merchandise owned by Franchisee and originally purchased from a third party vendor for a pre-determined value as may from time to time be determined by Franchisor for categories of products; and to purchase any or all equipment, fixtures, and signs used in the Franchised Business, for their depreciated value based upon a five (5) year, straight line depreciation schedule, but in any event, no more than the cost of such items at the time they were put into service. Franchisor shall also have the option, to be exercised within thirty (30) days after termination or expiration, to purchase from Franchisee the Store premises at fair market value if the Franchisee owns the Store premises. If the parties cannot agree on fair market value for the Store premises within a reasonable time, an independent appraiser shall be chosen by the parties (the cost of which shall be borne equally by the parties), and his or her determination shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off any amount owed to Franchisee against all amounts due from Franchisee to Franchisor, its Affiliates, successors or assigns under this Agreement or any Related Agreement. Franchisor shall also have the right to set off the cost of the appraisal, if any, against any payment to Franchisee.

J. POS System. Franchisee shall relinquish the POS System to Franchisor, and Franchisor shall purchase the POS System from Franchisee for its depreciated value (as of the date of expiration or termination) as determined by Franchisor in its sole discretion.

K. Survival. All covenants, obligations, and agreements of Franchisee which by their terms or by reasonable implication or by their nature are to be performed, in whole or in part, after the termination or expiration of this Agreement, including the indemnity and confidentiality obligations herein, shall survive such termination or expiration.

L. Refund of Initial Franchise Fee. If this Agreement terminates during the Pre-Opening Period before the Store opens, because of the Franchisee's death, if Franchisee is a natural person, Franchisor will refund the Initial Franchise Fee. In addition, if Franchisor terminates this Agreement during the Pre-Opening Period due to Franchisee's failure to satisfactorily complete Phase I and Phase II of the Franchisor's initial training program as required by Section 10.A. after diligent, good faith efforts to do so, Franchisee may be entitled to a refund of fifty percent (50%) of the Initial Franchise Fee, in Franchisor's sole discretion. In the event of expiration or termination for any other reason, the Initial Franchise Fee shall not be refundable. Franchisor and its Affiliates will not be required to refund or reimburse Franchisee for any other costs incurred during the Pre-Opening Period, including construction costs, build-out costs and relocation costs.

M. Cross-Termination upon Termination of this Agreement. In the event of the termination of this Agreement by Franchisor under Section 20 hereof, Franchisor shall be entitled, at its option, to terminate all Related Agreements (as defined in Attachment B) immediately on written notice to Franchisee. This means that Franchisor may, at its option, immediately terminate, upon notice and without opportunity to cure, all other agreements between (i) Franchisor (or its Affiliates) and (ii) Franchisee, its Affiliates or any Entity in which Franchisee or any Principal, manager, partner or joint venture of Franchisee, directly or indirectly, has any interest of ownership or participation. Franchisee acknowledges that this provision may result in the termination of one or more other Related Agreements that relate to the Franchised Business. Franchisee further acknowledges that this provision may result in the termination of one or more other franchise agreements for other GNC Stores and any agreements related to those other GNC Stores, regardless of location.

N. Cross-Termination upon Expiration of this Agreement. In the event of the expiration of this Agreement, Franchisor shall be entitled, at its option, to terminate all Related Agreements (as defined in Attachment B, except that for purposes of expiration, the second sentence of the definition shall not apply) immediately on written notice (without opportunity to cure) to Franchisee.

22. BUSINESS PROTECTIVE COVENANTS.

A. Business Protective Covenants Applicable During Franchise Term. During the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any other person or Entity: (i) divert or attempt to divert any business or customer of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, (ii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the GNC System; (iii) employ or seek to employ any person who is at that time employed by Franchisor, an Affiliate of Franchisor, or any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment; or (iv) own, maintain, advise, control, operate, help, invest in, make loans to, be employed by, engage in, or have any direct or indirect interest in any Competitive Business, regardless of location.

B. Post-Termination/Transfer Business Protective Covenants. Except as otherwise approved in writing by Franchisor, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement for any reason, or following the date of a Transfer by Franchisee, and continuing for one (1) year thereafter, Franchisee shall not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with any other person or Entity: (i) own, maintain, advise, control, operate, help, invest in, make loans to, be employed by, act as a director, representative or agent of, engage in, or have any interest in any Competitive Business which is located within the Protected Territory or located within five (5) miles of the Approved Location or any GNC Store or General Nutrition Center or any other retail outlet that is owned by Franchisor or an Affiliate of Franchisor; or (ii) employ or seek to employ any person who is at that time employed by Franchisor, an Affiliate of Franchisor, or any other franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave his or her employment.

C. Confidential Information. Franchisee acknowledges and agrees that in connection with the operation of GNC stores and the GNC System, Franchisor has developed at great expense competitively sensitive Confidential Information which is not commonly known or available to the public. Franchisee shall not, during the term of this Agreement or at any time thereafter, directly or indirectly, communicate, divulge, copy or use for such party's own benefit or the benefit of any other person, persons, Entity or Entities any of Franchisor's Confidential Information, except as required to carry out Franchisee's obligations under this Agreement or as Franchisor has otherwise expressly approved in writing. All Confidential Information of Franchisor is the sole and exclusive property of Franchisor. Franchisee shall divulge such Confidential Information only to those of its employees who have executed covenants as

required under Section 22.I. or Section 22.J. hereof and who must have access in connection with their employment to operate the Franchised Business. Franchisee agrees that it and all of its employees and agents will take appropriate steps to protect Franchisor's Confidential Information from any unauthorized disclosure, copying or use. Franchisee shall be liable to Franchisor for any breach of these confidentiality obligations by Franchisee or its Principals, managers, employees, agents, representatives or contractors. At any time upon Franchisor's request, and, in any event upon termination or expiration of this Agreement, Franchisee will immediately stop using and return any copies of documents containing Confidential Information and will take appropriate steps to permanently delete and render unusable any Confidential Information stored electronically and certify same to Franchisor in writing.

D. Exceptions and Acknowledgments. Sections 22.A. and 22.B. shall not apply to ownership by Franchisee of another GNC store under the System nor to ownership by Franchisee of a less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly-held corporation. The parties acknowledge that the covenants contained in this Section 22 are based (among other factors) on the reason and understanding that Franchisee will possess knowledge of Franchisor's business and operating methods and Confidential Information, disclosure and use of which would prejudice the interest of Franchisor and its franchisees.

E. Independent Covenants. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant in this Agreement. If all or any portion of a covenant in this Section 22 is held unreasonable, void or unenforceable for any reason by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by such covenant or portion thereof to the maximum extent permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 22. The parties agree that, if a court determines that any of the provisions of this Agreement are unreasonable, void or unenforceable, the court may revise the specific terms of this Agreement to make it reasonable and enforceable. If such provision or portion cannot be modified to be enforceable, the unenforceable portion will be severed from the remaining portions of this Agreement, which shall otherwise remain in full force or effect.

F. Reduction of Scope. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 22.A. or 22.B., or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 31.

G. No Defense to Enforcement. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 22.

H. Equitable Relief. Franchisee acknowledges that Franchisee's violation of the terms of this Section 22 may cause immediate, irreparable and incalculable harm and significant injury to Franchisor which may be difficult to ascertain for which no adequate remedy at law may be available, and Franchisee accordingly consents to the granting of equitable relief, including injunction and specific performance, in Franchisor's favor, without proof of actual damages or posting a bond or other security, such bond or other security being hereby waived. Franchisee shall pay on demand all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining such equitable relief.

I. Personal Covenants. As a condition to the effectiveness of this Agreement, and at the time Franchisee delivers this signed Agreement to Franchisor, Franchisee's spouse, and if Franchisee is not an individual, its Principals and their respective spouses, and Store manager(s) (each a "Bound Party") must sign and deliver to Franchisor the Personal Covenants attached hereto as Attachment C (the "Personal

Covenants”), agreeing to be bound personally by all of the provisions of this Section 22. If there are any changes in the identity of any such Bound Parties while this Agreement is in effect, Franchisee must notify Franchisor promptly, and each new Bound Party must sign and deliver to Franchisor the Personal Covenants.

J. Additional Personal Covenants. In addition, at the request of Franchisor, Franchisee shall cause any officer, director or other person employed by Franchisee who has received training from Franchisee or Franchisor or who may have access to Confidential Information of Franchisor to execute a non-competition, non-solicitation and/or nondisclosure agreement in the form(s) prescribed by Franchisor from time to time.

23. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

A. Relationship of Parties. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Franchisee shall be an independent contractor, and, that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

B. Notice of Independent Contractor Status. During the term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee agrees to take such affirmative action as may be necessary to do so, including exhibiting a notice of that fact in a conspicuous place in the Store, the content of which Franchisor reserves the right to specify in the Manuals or otherwise in writing.

C. No Authorization to Act for or in Name of Franchisor. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor’s behalf, or to incur any debt or other obligation in Franchisor’s name; and, that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business or any claim or judgment arising therefrom against Franchisor.

D. Indemnification. Franchisee shall indemnify and hold harmless Franchisor, its Affiliates, and their respective shareholders, officers, directors, employees, agents, successors and assignees (the “Indemnified Parties”) against any and all claims, obligations, lawsuits, demands, investigations, damages, losses and liabilities arising directly or indirectly from, as a result of, or in connection with Franchisee’s ownership or operation of the Franchised Business or breach of this Agreement, as well as the costs, including attorneys’ fees and court costs, of defending against them. However, Franchisee shall not be required to indemnify Franchisor for any claims to the extent arising out of the gross negligence or intentional misconduct of the Franchisor or defects in goods manufactured by Franchisor’s Affiliate present on delivery thereof to Franchisee. Franchisor has the exclusive right to defend any such claim. Under no circumstances will Franchisor or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover fully a claim against Franchisee.

24. TAXES.

A. Payment. Franchisee shall promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business. All accumulated contributions or payments made by Franchisor or its Affiliates to accounts, funds, reserves or pools, for example worker’s compensation,

disability, unemployment compensation or other programs remain assets of the Franchisor or its Affiliates, as applicable, and if transferred to Franchisee, Franchisee shall pay to Franchisor or the applicable Affiliate such amount. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor.

B. Dispute. In the event of any bona fide dispute as to liability for taxes or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor to occur against the premises of the Franchised Business, or any improvements thereon.

25. FRANCHISEE INFORMATION. In the event that Franchisee is an Entity, Franchisee shall comply with the following requirements:

A. Organizational Documents. Franchisee shall be newly organized and its organizational documents shall be provided to Franchisor and shall at all times provide that its activities are confined exclusively to operating the Franchised Business.

B. Stop-Transfer Instructions. Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity security; and each equity security of Franchisee shall have endorsed on it the following printed legend which shall legibly and conspicuously appear:

The transfer of the [stock] [membership interest] [partnership interest] represented by this certificate is subject to the terms and conditions of a Franchise Agreement with General Nutrition Corporation dated the ____ day of _____, _____. Reference is made to the provisions of the said Franchise Agreement and to the [Articles and Bylaws of this Corporation] [Operating Agreement of this Limited Liability Company] [Partnership Agreement of this Partnership].

C. Ownership. Attached hereto as Attachment D is a description of the legal organization of Franchisee (whether a corporation, limited liability company, partnership or otherwise), the names and addresses of each Principal, and the percentage of such interest owned by such Principal. Franchisee shall maintain a current list of all Principals and shall furnish the list to Franchisor upon request. Franchisee agrees to notify Franchisor in writing whenever there is any change in the organizational structure or ownership interests of Franchisee as set forth on Attachment D.

26. APPROVALS AND WAIVERS.

A. Approval. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor; and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates Franchisor not to unreasonably withhold its approval or consent to any of Franchisee's actions or requests, Franchisor has the absolute right, in its sole and arbitrary discretion, to refuse any request Franchisee makes or to withhold its approval of any of Franchisee's proposed or effected actions that require Franchisor's approval.

B. No Warranty or Assumption of Liability. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

C. Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee, or by any other franchisee, of any of the terms, provisions, or covenants hereof, shall constitute a waiver by Franchisor to enforce any such right, option, or power against Franchisee, or any other right, option, or power of Franchisor, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

D. Subordination. Franchisor will not enter into or execute any agreement subordinating any security interest it may have in the equipment, fixtures, furniture, machinery, product, supplies, or other personal property in any GNC franchised store. GNC will not release or waive any liens, security interests, claims, demands or other rights that it may have in such personal property.

27. NOTICES. Any and all notices required or permitted under this Agreement shall be in writing and shall be delivered by (i) personal delivery; (ii) by U.S. certified or registered mail, postage prepaid, return receipt requested; or (iii) by reputable express mail or courier service, to the respective parties at the addresses set forth on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any such notice shall be deemed to have been given the earlier of (i) receipt (or receipt refused), or (ii) in the case of notice sent by U.S. certified or registered mail, three (3) days after mailing, excluding Sundays and national holidays, regardless of whether Franchisee refuses service or is no longer at the address for notice.

28. SEVERABILITY AND CONSTRUCTION.

A. Severability. Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any effect upon, such other sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and, the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement; provided, however, that if Franchisor determines that such finding of invalidity or illegality adversely affects the basic consideration of this Agreement, Franchisor may, at its option, terminate this Agreement.

B. No Third Party Beneficiaries. Notwithstanding anything to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor and Franchisee and such of their respective successors and assigns as may be contemplated by Section 18 hereof any rights or remedies under or by reason of this Agreement.

C. Maximum Enforceability. Franchisee expressly agrees to be bound by any promise or covenants imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

D. Captions. All captions and headings in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

E. Construction. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed jointly and severally undertaken by each of the persons named as Franchisee, if more than one person is so named. The words “include,” “includes” and “including” when used in this Agreement will be interpreted as if they were followed by the words “without limitation.” References to section numbers and attachments will refer to sections of and attachments to this Agreement, as applicable, unless the context indicates otherwise.

29. APPLICABLE LAW.

A. Governing Law. This Agreement has been entered into and shall be governed by, and construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law; provided, however, that if any provision of this Agreement would not be enforceable under the laws of Pennsylvania, and if the Franchised Business is located outside of Pennsylvania, and further, if such provision would be enforceable under the laws of the state in which the Franchised Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this choice of law provision is intended to make applicable any state franchise law that would otherwise not be applicable.

B. Arbitration. Except as set forth in Section C below, any claims between Franchisor and Franchisee shall be resolved by arbitration using the procedures set forth below.

(i) The arbitration shall be conducted in Pittsburgh, Pennsylvania by a Board of Arbitrators selected as provided below using the then-prevailing commercial arbitration rules of a recognized independent alternate dispute resolution service to be selected by Franchisor such as the American Arbitration Association, JAMS/Endispute or United States Mediation and Arbitration.

(ii) The Board of Arbitrators shall consist of three disinterested attorneys skilled in the subject matter of the issues in dispute. Within twenty (20) days of the institution of the arbitration, one of such arbitrators shall be selected by the Franchisor and the second arbitrator shall be selected by Franchisee. The two arbitrators so selected shall select the third arbitrator within twenty (20) days after the last of the first two arbitrators is selected.

(iii) The Board of Arbitrators, as promptly as practicable after selection of the members thereof, shall give to each of the parties a written notice stating the time and place of the hearing upon the matters and questions submitted for arbitration. Such notice shall be given not less than thirty (30) days before the date of such hearing. At such hearing, the Board of Arbitrators shall proceed to a determination of the matters and questions submitted for arbitration. Each of the parties shall be entitled to be represented at such hearing, by counsel or otherwise, and to submit evidence and present arguments in respect of the issues in dispute.

(iv) Promptly upon conclusion of the arbitration, the Board of Arbitrators shall submit to each of the parties a written statement of its findings and determinations and issue an award to the prevailing party. Action concurred in by any two of the arbitrators shall constitute action of the Board of Arbitrators. Such findings and determinations shall be final and binding upon the parties for all of the purposes hereof, subject to applicable law governing review of arbitration awards.

(v) In addition to the award, the statement of the Board of Arbitrators as to its findings and determinations shall also set forth the amount of the expenses of the arbitration and shall state the portion, if any, of such amount payable by Franchisee and the portion, if any, of such amount payable by Franchisor. Each of the parties shall promptly pay to the Board of Arbitrators the amount, if any, so stated.

If the award of the Board of Arbitrators includes an award for a sum of money, the award may be entered as a judgment in any court of competent jurisdiction.

(vi) **EACH ARBITRATION ACTION SHALL BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE AGREES THAT EACH ARBITRATION PROCEEDING WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND WILL NOT BE COMMENCED OR PROCEEDED WITH AS A CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST FRANCHISOR OR ITS AFFILIATES BY WAY OF CLASS ACTION.**

(vii) Disputes concerning the validity or scope of this Section 29, including whether a dispute is subject to arbitration, are beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq., as amended from time to time. The provisions of this Section 29 shall continue in full force and effect subsequent to any expiration or termination of this Agreement.

(viii) Notwithstanding the foregoing, Franchisor shall not be precluded from seeking provisional remedies in the courts of any jurisdiction including, but not limited to, temporary restraining orders and preliminary injunctions, to protect its rights.

C. Litigation. Franchisor may, in its sole discretion and notwithstanding the foregoing, opt out of arbitration and elect to litigate in a court of law any claims it may have against Franchisee. In the event Franchisor elects litigation, the provisions of Section D through H below shall apply.

D. Forum Selection; Venue. If the Franchisor selects litigation or notwithstanding the provisions of this Agreement to the contrary, if a court determines that a Franchisee is entitled to bring and maintain an action against Franchisor in a court of law, then and in that event, the parties agree that any action brought by Franchisee or any person or Entity claiming through Franchisee against Franchisor or its Affiliates in any court, whether federal or state, shall be brought and completed only within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties expressly waive all objections to personal jurisdiction or venue or that the forum is inconvenient for the purpose of carrying out this provision. The parties also agree that Franchisor may bring any action against Franchisee in any court, whether federal or state, within or outside of the Commonwealth of Pennsylvania. If Franchisor brings an action or other proceeding against Franchisee in any state or federal court located within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, Franchisee accepts generally and unconditionally the *in personam* jurisdiction and venue of the aforesaid courts and waives any defense of *forum non conveniens*.

E. Waiver of Jury Trial, Punitive Damages and Class Actions.

(i) Franchisor and Franchisee agree that in any litigation, suit, action, counterclaim, crossclaim or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement or any Related Agreement, or any and all transactions contemplated hereunder or thereunder, the performance of this Agreement or any Related Agreement, or the relationship between the parties or otherwise, trial shall be by a court of competent jurisdiction and not by a jury. Franchisor and Franchisee hereby irrevocably waive any right either party may have

to a trial by jury. Either Franchisor or Franchisee may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of Franchisor and Franchisee to the waiver of their right to trial by jury.

(ii) Except for actions for trademark, tradedress or tradename infringement or other infringement or misappropriation of Franchisor's proprietary rights to any trademark, trade dress, patent, copyright, trade secret or other proprietary information, Franchisor and Franchisee hereby waive, to the fullest extent permitted by law, any right to or claim for multiple, punitive or exemplary damages against the other and agree that in the event of any action between them, no party shall seek multiple, punitive or exemplary damages with respect to any claim or cause of action against the other party, whether in arbitration, mediation or litigation, and each party shall be limited to the recovery of any actual damages sustained by it and costs and expenses.

(iii) ANY LITIGATION ACTION SHALL BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE AGREES THAT ANY LITIGATION PROCEEDING WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND WILL NOT BE COMMENCED OR PROCEEDED WITH AS A CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST FRANCHISOR OR ITS AFFILIATES BY WAY OF CLASS ACTION.

F. Claims Period. Any and all claims and actions arising out of or relating to this Agreement, the relationship between Franchisee and Franchisor, or the operation of the Franchised Business and the Store brought by any party to this Agreement against another party to this Agreement, shall be commenced within the earlier of one (1) year from the discovery of the facts giving rise to such claim or action, or the expiration of such earlier limitations period as may be prescribed by applicable law, or such claim or action shall be barred; provided, however, that this time limitation shall not apply to unperformed financial obligations of Franchisee to Franchisor or indemnity obligations relating to third party claims of creditors or claimants against the Franchised Business.

G. Cumulative Remedies. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

H. Attorneys' Fees and Costs. In any litigation, mediation, arbitration, or other legal action relating to or in connection with the Franchised Business, this Agreement or the relationship between the parties, to the extent Franchisor is the prevailing party, Franchisor shall be entitled to recover its reasonable costs and expenses, including attorneys' fees, paralegal fees, investigative costs, and court costs incurred in connection therewith, whether such costs, fees and expenses are incurred before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise, from Franchisee.

30. BLOCKED PERSONS OR ENTITIES. Franchisee represents and warrants to Franchisor that, to its actual and constructive knowledge: (i) neither Franchisee (including, for purposes of this section, its Principals, directors and officers), nor any of its Affiliates, funding sources or guarantors, is identified on the list of the U.S. Treasury's Office of Foreign Assets Control ("OFAC"); (ii) neither Franchisee nor any of its Affiliates or guarantors are directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither Franchisee nor any of its Affiliates or guarantors are acting on behalf of a government of, or are involved in business

arrangements or other transactions with, any country that is subject to such an embargo. Franchisee agrees to notify Franchisor in writing immediately upon the occurrence of any event which would cause the foregoing representations and warranties of this Section 30 to be incorrect in any respect. Notwithstanding anything to the contrary in this Agreement, Franchisee may not allow or sustain a Transfer to a Specially Designated National or Blocked Person or to an Entity in which a Specially Designated National or Blocked Person has an interest.

31. ENTIRE AGREEMENT. This Agreement, the Selected Term Summary and the other documents referred to herein, and the Attachments hereto, constitute the entire, full, and complete Agreement between the parties concerning the subject matter hereof, and supersede any and all prior agreements, written or oral, between the parties; provided, that nothing in this Agreement or in any Related Agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document. No amendment, change, or variance from this Agreement shall be binding on the parties unless mutually agreed to by the parties in writing executed by themselves or their authorized officers or agents. No purported amendment, change or variance from the printed form of this Agreement shall be binding unless initialed by all parties hereto. This Agreement may be signed in multiple counterpart copies, including by facsimile or other electronic means, each of which will be deemed an original. This Agreement shall not be effective unless fully executed by Franchisee and Franchisor.

32. DISCLAIMERS BY FRANCHISOR.

(a) In executing this Agreement, accepting any proposed site, approving a location or giving advice or providing services or assistance in connection with locating a site under this Agreement, Franchisor does not guarantee the suitability of an Approved Location or Inventory Store Location or the success of any Store established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Store. Furthermore, Franchisor expressly disclaims the making of any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

(b) FRANCHISOR MAKES NO EXPRESS WARRANTIES AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO ALL GNC PRODUCTS, NON GNC PRODUCTS, AND OTHER PRODUCTS, SUPPLIES, SERVICES, AND EQUIPMENT FRANCHISOR OFFERS, SELLS OR REQUIRES FOR FRANCHISEE'S FRANCHISED BUSINESS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FRANCHISEE'S EXCLUSIVE REMEDY AND FRANCHISOR'S EXCLUSIVE LIABILITY FOR ALL CLAIMS AS TO ANY GNC PRODUCTS, NON GNC PRODUCTS, AND OTHER PRODUCTS, SUPPLIES, SERVICES AND EQUIPMENT IS LIMITED TO THE PURCHASE PRICE THEREFOR, PLUS SHIPPING COSTS, IF ANY, FRANCHISEE PAID; OR, AT FRANCHISOR'S OPTION, THE REPLACEMENT COST THEREOF. FRANCHISOR WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM FRANCHISOR'S NEGLIGENCE, FOR ANY MATTER STATED IN THIS SECTION.

33. ACKNOWLEDGMENTS BY FRANCHISEE. Franchisee hereby acknowledges the following:

(a) FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE FRANCHISED BUSINESS AND UNDERSTANDS THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT THE SUCCESS OF THE VENTURE WILL BE LARGELY DEPENDENT UPON THE BUSINESS ABILITIES OF FRANCHISEE AND ITS EFFORTS AS AN INDEPENDENT BUSINESS OPERATOR.

Initials

(b) FRANCHISEE AGREES THAT NO CLAIMS OF SUCCESS OR FAILURE HAVE BEEN MADE TO IT PRIOR TO SIGNING THIS AGREEMENT AND THAT IT HAS NOT RECEIVED OR RELIED UPON ANY STATEMENT OR PROMISE, EXPRESS OR IMPLIED, REGARDING THE ACTUAL, AVERAGE OR PROJECTED PROFITS OR EARNINGS, THE LIKELIHOOD OF SUCCESS, THE AMOUNT OF MONEY THAT FRANCHISEE MAY EARN, OR THE TOTAL AMOUNT OF REVENUE THAT A GNC STORE WILL GENERATE, THAT IS NOT CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT OR THAT IS CONTRARY TO, OR DIFFERENT THAN, THE INFORMATION CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT.

Initials

(c) FRANCHISEE HAS NO KNOWLEDGE OF ANY REPRESENTATIONS BY FRANCHISOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SERVANTS ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THE FRANCHISE DISCLOSURE DOCUMENT, THIS AGREEMENT OR THE DOCUMENTS INCORPORATED HEREIN. FRANCHISEE REPRESENTS THAT IT HAS MADE NO MISREPRESENTATIONS IN OBTAINING THIS AGREEMENT.

Initials

(d) FRANCHISEE ACCEPTS FULL RESPONSIBILITY AND OBLIGATION FOR SELECTION OF A SITE FOR THE FRANCHISED BUSINESS, ACKNOWLEDGES THAT IT IS MAKING AN INDEPENDENT INFORMED BUSINESS DECISION REGARDING A PROPOSED SITE OR APPROVED LOCATION AND THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR INFORMATION FROM OR SUPERIOR KNOWLEDGE OF FRANCHISOR OR FRANCHISOR'S AFFILIATES REGARDING THE SUCCESS OF A PROPOSED SITE OR APPROVED LOCATION. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR'S APPROVAL OR ACCEPTANCE OF FRANCHISEE'S SITE DOES NOT CONSTITUTE RECOMMENDATION OR ENDORSEMENT OF THE LOCATION OF THE SITE, NOR THAT THE SIZE OF THE MARKET IN WHICH THE FACILITY IS LOCATED IS ADEQUATE TO SUPPORT THE FRANCHISED BUSINESS OR WILL NOT SUBSEQUENTLY BECOME SATURATED, NOR ANY ASSURANCE BY FRANCHISOR THAT THE OPERATION OF ANY SITE WILL BE SUCCESSFUL OR PROFITABLE. FRANCHISEE UNDERSTANDS THAT THE SUITABILITY OF A SITE AND THE SUCCESS OF ANY STORE DEPEND ON MANY FACTORS, SOME OF WHICH ARE OUTSIDE THE CONTROL OF EITHER FRANCHISOR OR FRANCHISEE (SUCH AS COMPETITION, INTEREST RATES, UNEMPLOYMENT RATES, WORKFORCE AVAILABILITY, DEMOGRAPHIC TRENDS, AND THE GENERAL ECONOMIC CLIMATE), BUT MANY OF WHICH DEPEND ON A PARTICULAR FRANCHISEE'S EFFORTS AND BUSINESS ACUMEN IN OPERATING AND MARKETING THE STORE.

Initials

(e) FRANCHISEE UNDERSTANDS THAT IT WILL HAVE NO TERRITORIAL PROTECTION UNDER THE AGREEMENT IF, AFTER THE PROTECTIVE PERIOD AS DEFINED IN THE AGREEMENT EXPIRES, FRANCHISOR IDENTIFIES A SITE FOR DEVELOPMENT OR

OPERATION OF A GNC STORE WITHIN FRANCHISEE'S PROTECTED TERRITORY, AND FRANCHISEE DOES NOT EXERCISE ITS RIGHT AND OPTION TO FRANCHISE SUCH SITE WITHIN THE TIME FRAME AND PURSUANT TO THE PROCEDURES SET FORTH IN THIS AGREEMENT.

Initials

(f) FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR OR ITS AGENT HAS PROVIDED FRANCHISEE WITH A FRANCHISE DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR PAYMENT OF ANY CONSIDERATION. FRANCHISEE FURTHER ACKNOWLEDGES THAT IT HAS READ SUCH FRANCHISE DISCLOSURE DOCUMENT AND THIS AGREEMENT AND ANY ATTACHMENTS THERETO OR RELATING THERETO, AND UNDERSTANDS THEIR CONTENTS.

Initials

(g) FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS PROVIDED FRANCHISEE WITH A COPY OF THIS AGREEMENT AND ALL RELATED DOCUMENTS, FULLY COMPLETED, AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE FRANCHISEE SIGNING THIS AGREEMENT.

Initials

(h) FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH ITS OWN ATTORNEYS, CONSULTANTS, ACCOUNTANTS, AND OTHER ADVISORS AND THAT THE ATTORNEYS FOR FRANCHISOR HAVE NOT ADVISED OR REPRESENTED FRANCHISEE WITH RESPECT TO THIS AGREEMENT OR THE RELATIONSHIP THEREBY CREATED. FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS ENCOURAGED FRANCHISEE TO SEEK LEGAL ADVICE, INCLUDING LEGAL ADVICE IN REVIEWING AND CONSIDERING THE FRANCHISE DISCLOSURE DOCUMENT AND RELATED AGREEMENTS, INCLUDING THIS AGREEMENT.

Initials

(i) FRANCHISEE, TOGETHER WITH ITS ADVISORS, HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO MAKE AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE FRANCHISED BUSINESS.

Initials

(j) FRANCHISEE IS AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF FRANCHISOR MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS, AND CONSEQUENTLY, THAT FRANCHISOR'S OBLIGATIONS AND RIGHTS WITH RESPECT TO ITS VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES.

Initials

(k) FRANCHISEE ACKNOWLEDGES THAT THIS INSTRUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN FRANCHISOR AND FRANCHISEE, AND THAT THIS AGREEMENT TERMINATES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES CONCERNING THE SAME SUBJECT MATTER; PROVIDED, THAT NOTHING IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT PROVIDED TO FRANCHISEE. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, FRANCHISEE WAIVES THE RULE THAT WOULD CONSTRUE AMBIGUOUS LANGUAGE AGAINST FRANCHISOR AS THE DRAFTER OF THIS AGREEMENT.

Initials

[Signature Page Follows; Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on the day and year first above written.

GENERAL NUTRITION CORPORATION
Franchisor

ATTEST:

By: _____

By: _____

Franchisor Address:

General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Chief Legal Officer

ATTEST:

Franchisee

By: _____
Print Name: _____
Title: _____ Secretary _____

By: _____
Print Name: _____
Title: _____

Franchisee Address:

Attention: _____

ATTACHMENT A

DIRECT LEASE PROGRAM ADDENDUM

This Addendum is made this ___ day of _____, 20__, by and between General Nutrition Corporation (the “Franchisor”) and _____ (the “Franchisee”).

WHEREAS, Franchisor and Franchisee entered into a Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) for a GNC franchise located at _____;

WHEREAS, Franchisee wishes to participate in Franchisor’s Direct Lease Program which allows Franchisee to negotiate and sign a lease for the franchised store independent from Franchisor; and

WHEREAS, Franchisor and Franchisee wish to amend the Franchise Agreement to allow for such participation in the Direct Lease Program.

NOW THEREFORE, in receipt of consideration which is hereby acknowledged, the parties to this Addendum do hereby covenant and agree as follows:

I. Section 6.B. and Section 6.C. of the Franchise Agreement shall be amended and restated in their entirety as follows:

B. Site Approval. Franchisor may require Franchisee to submit specific site data, demographic and other information concerning the site as may be reasonably required by the Franchisor in a form specified by the Franchisor. Franchisor will assign Franchisee a Real Estate Representative who will inform Franchisee whether the site meets Franchisor’s initial approval, pending receipt of a finalized, approved lease. Silence by the Franchisor is not an acceptance. Franchisor reserves the right to approve or disapprove any site in its sole discretion. If Franchisor rejects the proposed site, Franchisee shall use its best efforts to locate an acceptable location prior to the expiration of the Pre-Opening Period, and the new proposed site shall be submitted using the procedures outlined in this section.

C. Lease Negotiation and Approval. If Franchisor gives its initial approval, Franchisee may contact the landlord to negotiate lease terms for the location. The Real Estate Representative will assist the Franchisee in the negotiation process and provide Franchisee with a list of recommended parameters and terminology for the lease.

1. All terms and conditions of the proposed lease, including any subsequent amendments or modifications thereto, shall be subject to Franchisor’s prior written approval which shall be conditioned upon the exclusion from the lease of any radius clause and the inclusion in the lease of the following **required** lease provisions:

a. Landlord shall provide notice to General Nutrition Corporation (“GNC”) upon the occurrence of any default by Tenant, as well as provide GNC with copies of all written notices of default sent to Tenant. Landlord shall provide that GNC shall have the right to enter the Premises to cure a default under the Franchise Agreement between GNC and Tenant or under the Lease and to take such necessary reasonable actions to protect GNC’s proprietary marks and franchise system.

b. Should Tenant fail to cure any default asserted by Landlord, including abandonment of the Premises, within the time provided herein, Landlord shall notify GNC in

writing of its intention to terminate the Lease prior to Landlord exercising said right to terminate pursuant to the default provisions set forth herein. GNC shall have the right but not the obligation, within thirty (30) days after receipt of such notice, to accept all of Tenant's right, title and interest in and to the Lease and assume and agree to perform all of Tenant's corresponding obligations, terms, covenants, conditions, and agreements under the Lease before Landlord may take such action by reason of such default. If GNC does not elect to assume the Lease, Landlord shall allow GNC to enter the Premises at a time chosen by GNC to claim possession of all fixtures, furniture, equipment and inventory in which GNC or its Affiliates have a security interest. Landlord consents to the foregoing conditional assignment of Tenant's right, title and interest in the Lease to GNC and the corresponding acceptance thereof and assumption of Tenant's corresponding obligations, terms, covenants, conditions and agreements made under the Lease by GNC subject to all of the terms, covenants, conditions and agreements set forth herein.

c. Landlord covenants and agrees that the Premises shall be delivered to Tenant: free of all previous tenants' fixtures, equipment and personal property, broom clean with all equipment and building systems in good working order and repair, in compliance with all applicable codes, laws, rules, regulations and ordinances, structurally sound, water-tight and asbestos free.

d. Notwithstanding anything set forth in this Lease, Franchisee shall not sublet or assign all or any part of its occupancy rights or extend the term of or renew the Lease without the prior written consent of GNC.

2. In addition, Franchisor has the right to reject the Lease if any or all of these **recommended** clauses are not included:

a. Landlord warrants that, at the commencement of the term of this Lease, the major tenant(s) shall consist of _____. Landlord acknowledges that the opening(s) and continued operation of this/these major tenant(s) has/have served as (a) material inducement(s) for Tenant to execute this Lease. The failure of this/these major tenant(s) to remain open and operating during the term of this Lease shall constitute a material breach of this Lease. In the event that (any of) the major tenant(s) permanently closes, Tenant shall have the option to terminate this Lease or remain open and pay the lesser of: (i) fixed minimum rent; or (ii) 5% of its gross receipts for each month, said payment to be made and accompanied by a statement of Tenant certifying the amount of said gross receipts within twenty (20) days after the end of each month. In the event that Tenant gives notice to Landlord of its intent to terminate, this Lease shall terminate thirty (30) days after such written notice is received by Landlord.

b. Landlord acknowledges that the character of the Center as a viable Shopping Center has served as a material inducement for Tenant to execute this Lease. Therefore, in the event that 35% or more of the gross leasable area of the Center is vacant or less than 85% of the Center is being used for retail purposes, Tenant shall have the option, by giving thirty (30) days' written notice to Landlord, to terminate this Lease or remain open and pay, in lieu of fixed minimum rent and additional charges, the lesser of: (i) fixed minimum rent; or (ii) 5% of its gross receipts for each month, said payment to be made and accompanied by a statement of Tenant certifying the amount of said gross receipts within twenty (20) days after the end of each month. In the event that Tenant gives notice to Landlord of its intent to terminate, this Lease shall terminate thirty (30) days after such written notice is received by Landlord, and in such event, Landlord shall reimburse Tenant the unamortized cost of Tenant's leasehold improvements and non-reusable fixtures (amortized on a straight line basis over the term of this Lease) and lost profits for the remainder of the Term. In determining the lost profits subsequent to termination, the amount for each year of the

unexpired portion of the Lease Term shall equal the average profits which Tenant received from the commencement of the Lease Term to the time of termination, or during the preceding three (3) full calendar years, whichever period is shorter.

c. Tenant shall have the right to terminate this Lease if Tenant's gross annual sales do not exceed \$ _____ for the _____ Lease Year, provided that the following conditions are satisfied:

(i) Tenant shall not be in default under any of the terms, conditions or provisions of this Lease.

(ii) Tenant shall have delivered its notice of termination together with proof reasonably satisfactory to Landlord of Tenant's gross annual sales for the _____ Lease Year.

If the above conditions are satisfied, this Lease shall terminate upon the sixtieth (60) day following the date upon which Landlord receives Tenant's termination notice.

d. Landlord covenants and agrees that, subsequent to the execution of this Lease, Landlord shall not enter into any leases with other tenants in the Shopping Center, or any adjacent land owned or to be owned by the Landlord which contains a use clause permitting the tenant to conduct a business for the primary purpose of the sale of health foods, smoothies, vitamins, mineral and herbal supplements or sports nutrition supplements (the "Restricted Business"), nor permit any tenant to conduct the Restricted Business in violation of such tenant's use clause. "Primary purpose" shall be defined as a store selling the aforesaid items within an area which occupies in excess of the lesser of: (a) five percent (5%) of its floor area or (b) one hundred (100) feet of floor area. Should Landlord violate this covenant, Tenant shall have the right, at its option, to: (i) enjoin the violation; (ii) pay no rent until such time that the violating store closes; or (iii) terminate the Lease and recover the unamortized portion of the leasehold improvements. If any tenant shall conduct the Restricted Business in violation of such tenant's use clause, Landlord shall promptly commence appropriate legal proceedings and vigorously prosecute the same to enjoin and prohibit any such violation. If Landlord fails to commence such proceedings or fails thereafter to prosecute the same, Tenant shall have the right to conduct and prosecute such legal proceedings (including an action for injunctive relief) in its own name or in Landlord's name at Landlord's expense, and Landlord agrees to cooperate with Tenant with respect to such prosecution.

e. Landlord shall provide Tenant with copies of bills upon request and verification of Tenant's pro rata share. Tenant reserves the right to inspect Landlord's records in order to verify the accuracy of any charge imposed pursuant to this Lease. Such inspection will be conducted at Tenant's expense only during regular business hours at Landlord's office and only after Tenant gives Landlord ten (10) days' prior written notice. Tenant shall be entitled to inspect records it deems necessary to verify the aforementioned charges. Landlord's records of charges imposed pursuant to this Lease shall be available for inspection by Tenant at Landlord's notice address for three (3) years after Landlord notifies Tenant of Tenant's proportionate share of such expenses. If such audit discloses that the charges actually incurred by Landlord are less than those used by Landlord in calculating Tenant's proportionate share, then Landlord shall reimburse Tenant for the amount Tenant paid in excess of Tenant's actual proportionate share. If any such audit discloses that the charges used by Landlord in calculating Tenant's proportionate share exceed the actual charges by three percent (3%) or more, then Landlord shall pay the costs of such audit.

f. Notwithstanding anything to the contrary set forth in this Lease, in the event that, during the term of this Lease, any Hazardous Materials are discovered in or under the Premises and such Hazardous Materials were (a) present prior to the date that Landlord delivered possession of the Premises to Tenant or (b) thereafter placed in or under the Premises by Landlord or its employees, agents or contractors, Landlord shall undertake remediation or other action to remove the Hazardous Materials from the Premises at Landlord's expense and to the extent that such remediation or other action renders the Premises partially or wholly untenable, Rent and Additional Rent shall abate based upon the portion of the Premises rendered untenable until such time as the Premises are rendered wholly tenable. Tenant shall in no way be responsible for the removal or abatement of any Hazardous Material including asbestos which Tenant did not introduce into the Premises nor shall the cost of removal or abatement of any Hazardous Material from the Common Areas or Premises be included in the costs of operating the Shopping Center.

g. In the event of Tenant's default and failure to cure the same under the time periods provided herein, Landlord is entitled to receive as damages the difference between the amount of rent and charges which would have been payable by Tenant under the Lease and the reasonable rental value of the premises at the time of such election, both discounted to present value at a discount rate of 10%. Notwithstanding anything to the contrary contained herein, Landlord represents and warrants that it will use all reasonable efforts to relet the Premises and mitigate damages.

h. Tenant's pro rata share of Operating Costs shall be equal to a fraction, the numerator of which is Tenant's square footage of the Premises and the denominator being the total gross leasable area of the Center.

i. The Premises may be used for the retail sale of vitamins, mineral supplements, herbal supplements, weight gain products, diet and weight loss products, sports nutrition supplements, health foods, including smoothies and prepackaged foods, natural source cosmetics and other natural source beauty aids, male and female indoor and outdoor exercise apparel, exercise equipment, exercise, nutrition and relaxation related accessories (including charts, books, CDs, cassette tapes and video tapes), diagnostic equipment (including monitors, watches and scales), foot and backcare products, products and the provision of services in the relaxation area including: aromatherapy, massage products, music and candles, body care products, personal health products, perfumes and such other items as are sold from time to time in the General Nutrition Center stores, and the use of at least three coin operated machines for health check screening.

j. Landlord and Tenant agree that Landlord may relocate Tenant, but only once during the term of the lease (including any option term), and then only under the following conditions:

(i) Space shall be in a mutually agreed upon area shown with cross-hatching on the lease plan attached as an Exhibit to the Lease in a space comparable in size and location to the existing space with respect to anchor tenants, with a minimum of 15' (fifteen foot) frontage, said space to be delivered to Tenant free of all previous tenants' fixtures, broom clean and with all equipment and building systems in good working order and repair, structurally sound, water tight, and asbestos free, with building systems, including the HVAC unit warranted for at least one (1) year and in compliance with all applicable laws, codes, rules, regulations and ordinances;

(ii) Landlord agrees to pay all costs of Tenant's relocation, including but not limited to, build out, fixtures, etc.;

(iii) Landlord must give Tenant at least four (4) months lead-time;

(iv) Landlord will pay the then unamortized cost of leasehold improvements and non-reusable fixtures;

(v) Tenant shall not be required to close the original premises until the new premises are open for business;

(vi) Tenant shall not be required to relocate during the Christmas season or on the first Tuesday of any month;

(vii) Landlord shall not lease Tenant's original premises to any other tenant having a use clause permitting that tenant to conduct the Restricted Business; and

(viii) Tenant shall not pay a higher amount of minimum rent per square foot than the amount Tenant is currently paying.

k. In the event that Landlord and Tenant cannot agree on a location, Tenant may terminate the Lease and Landlord shall reimburse Tenant the unamortized cost of Tenant's leasehold improvements and non-reusable fixtures (amortized on a straight line basis over the term of this Lease) and lost profits for the remainder of the Term. In determining the lost profits subsequent to termination, the amount for each year of the unexpired portion of the Lease Term shall equal the average profits which Tenant received from the commencement of the Lease Term to the time of termination, or during the preceding three (3) full calendar years, whichever period is shorter.

3. Once Franchisee has negotiated lease terms, Franchisee shall send the assigned Real Estate Representative the final version of the negotiated lease terms for Franchisor's approval. Franchisor's approval of the lease is dependent, among other factors, upon whether the required lease clauses are present. If Franchisor does not approve the lease, Franchisee must either re-negotiate with the landlord, or select an alternative location pursuant to the terms of this Section 6. Franchisee's lease shall be deemed officially approved when Franchisor issues a contact sheet. Silence by the Franchisor does not constitute acceptance. If Franchisee does not receive a contact sheet, Franchisee's lease is deemed rejected.

4. Franchisee hereby agrees that time is of the essence, and thus that Franchisee shall execute a lease for the Approved Location within the Pre-Opening Period or Franchisee will be in default as defined in the Franchise Agreement. A proposed site shall not be deemed guaranteed as Franchisee's official location until all Pre-Opening Obligations are met.

5. Franchisee also hereby acknowledges that Franchisor will not begin the initial survey, store design and permit process until Franchisor receives a fully executed copy of the approved lease. The acquisition in any manner of any proposed site prior to acceptance by Franchisor shall be at the sole risk and responsibility of Franchisee and shall not obligate Franchisor in any way to accept same.

6. All costs associated with the lease negotiations, lease review, and Store construction are Franchisee's sole responsibility and are due and payable by Franchisee. Franchisor is not obligated to approve any site requested by Franchisee, and Franchisor may refuse to grant Franchisee the site for any reason at its sole discretion. In addition, Franchisor will not guarantee the lease on your behalf.

Furthermore, Franchisor cannot predict, represent, or warrant success, suitability, or income levels for any location.

II. All other terms and conditions of the Franchise Agreement shall remain in full force and effect except as modified or supplemented by this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum to the Franchise Agreement on the day and year first written above.

ATTEST:

GENERAL NUTRITION CORPORATION
FRANCHISOR

By: _____
Print Name: _____

By: _____
Print Name: _____

WITNESS:

FRANCHISEE

By: _____
Print Name: _____

By: _____
Print Name: _____

ATTACHMENT B

DEFINITIONS

For purposes of this Agreement, the terms listed below appearing as initially capitalized terms shall have the meanings set forth below. Other terms used in this Agreement are defined and construed in the context in which they occur.

“Administrative Transfer” means either (i) an assignment of this Agreement by Franchisee, if Franchisee is comprised of an individual and/or group of individuals, to an Entity which is wholly owned by the Franchisee(s); or (ii) an assignment of a Franchisee’s obligations and rights under this Agreement or Equity Transfer by a Principal to an Immediate Family Member (as defined below), whether or not such Equity Transfer is in excess of a fifty percent (50%) ownership interest in Franchisee.

“Advertising Fee” shall have the meaning set forth in the Selected Term Summary of this Agreement.

“Affiliate” means any person or Entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. For purposes of this definition, “control” means the power, directly or indirectly, to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract or otherwise.

“Conversion Store” means a GNC Store operated by Franchisor that is being converted to a franchisee-owned Store to be operated under the System in accordance with a Franchise Agreement between Franchisee and Franchisor.

“Agreement” means the Franchise Agreement between Franchisor and Franchisee to which this Attachment B is attached, including all attachments thereto, as the same may be amended from time to time by the parties pursuant to the terms in the Agreement.

“Approved Location” means the Store location and address as approved by Franchisor.

“Competitive Business” means any direct marketing business, wholesale distribution business, other distribution business other than the Franchised Business or retail business, for profit or otherwise, that offers for sale goods or services the same as or similar to those distributed to or offered at the Store.

“Confidential Information” means all information, however received or learned, relating to the System, trade secrets, financial information, product cost information, margin information, supplier information, pricing data, operating data, financial plans, customer and supplier lists, promotional policies, business plans and strategies, standards and procedures, product formulas and specifications, marketing and sales programs, site selection and marketing methods and techniques, research, development, knowledge, know-how, techniques, skill, technology, data, reports, memoranda and other financial, technical or other business information of Franchisor or its Affiliates, with the exception of: (a) information that, at the time of disclosure, already is published or generally known to the public; (b) information that, after disclosure by Franchisor to Franchisee, is published or becomes generally known to the public except as a result of the breach of this Agreement; (c) information that Franchisee can demonstrate was in its possession at the time of disclosure by Franchisor, as evidenced by records kept in the ordinary course of business or by proof of actual prior possession, and was not acquired, directly or indirectly, from Franchisor or any third party in violation of any contractual, fiduciary or legal obligation with respect to the information; or (d)

information that is obtained by Franchisee from any third party lawfully in possession of the information and not in violation of any contractual, fiduciary or legal obligation with respect to the information.

“Conversion Store” shall mean an existing company-owned GNC Store that is converted into a franchised Store.

“Designated Principal(s)” shall mean the person or persons identified in the Selected Term Summary of this Agreement, which person or persons is/are the Franchisee’s controlling shareholder(s), partner(s), member(s) or other equity holder(s).

“Entity” means any corporation, limited liability company, partnership, joint venture, business trust or similar association or legal entity.

“Franchise Term” shall have the meaning specified in the Selected Term Summary of this Agreement.

“Franchised Business” means the nutrition, health and/or fitness business operated by Franchisee under and pursuant to this Agreement.

“Gross Sales” means the gross receipts from the sale of all products and services sold in, on, about or from the Store, together with any other revenues derived from the operation of the Store, whether by Franchisee or by any other person, whether or not in accordance with the terms hereof, and whether for cash or on a charge, credit, barter or time basis, and regardless of collection, including all payments to Franchisee under any business interruption insurance or similar insurance policy, gold card sales, gift certificates and other payments for the right to participate in special offers, and all such sales and services (i) where orders originate and/or are accepted by Franchisee in the Store but delivery or performance thereof is made from or at any place other than the Store or (ii) pursuant to telephone or other similar orders received or filled at or in the Store. For purposes of determining the Royalty Fee and Advertising Fee, there shall be deducted from Gross Sales: (a) the amount of refunds, allowances or discounts to customers (including coupon sales) in the normal course of business, provided the related sales have previously been included in Gross Sales and Franchisee shall substantiate all such deductions in the manner specified in the Manuals; and (b) the amount of any excise or sales tax levied upon retail sales and paid over to the appropriate governmental authority.

“GNC Brand Supplements” means food and dietary products manufactured or distributed by Franchisor or its Affiliates under labels bearing the “GNC” Proprietary Mark or any other Proprietary Mark used by Franchisor in the System.

“GNC Store” or “Store” means a retail health, wellness and performance store which offers the Products for sale under the Proprietary Marks and the GNC System operated by Franchisor or its Affiliates or pursuant to a valid license by or franchise agreement with Franchisor.

“GNC System” or “System” means the methods, techniques, standards and specifications of developing, opening, operating and promoting Stores which sell the Products, including GNC Brand Supplements, and operate under the Proprietary Marks and feature distinctive trade dress; interior and exterior building design and Store format; standards and specifications for construction, equipment, signs, furnishings, assistance and training; sales and management assistance and training; operating procedures for the storage, display and sale of products and services; and specialized methods and techniques for inventory and cost purchasing, customer service, sales promotion and advertising; all of which may be changed, improved and further developed by Franchisor from time to time.

“Immediate Family Member” means, for purposes of the Administrative Transfer definition above, any child, stepchild, parent, stepparent, spouse, sibling, brother-in-law, or sister-in-law, and shall include adoptive relationships.

“Incapacity” means the inability of Franchisee, or, if Franchisee is an Entity, its Designated Principal, to actively participate in its activities as Franchisee hereunder for any reason for a continuous period of six months.

“Initial Franchise Fee” shall have the meaning set forth in the Selected Term Summary of this Agreement.

“Initial Term” means the period commencing on the Store Opening Date and ending on the earlier of (i) the tenth (10th) anniversary of the Store Opening Date, or (ii) the expiration or termination of the lease or sublease for Franchisee’s Store.

“Inventory Store Location” means a site which the Franchisor has identified as a potential franchise location, for which a lease has been negotiated and which has been officially approved by Franchisor.

“Manuals” means all of Franchisor’s confidential operations manuals, which may consist of printed manuals, computerized documents or software, information provided on the Internet or an Extranet, audiotapes, videotapes, or any other medium Franchisor adopts periodically for use with the GNC System and designates as part of the Manuals, including the Franchise Operations Manual, the Re-Merchandising Manual, the Promotional Merchandising Guidelines, and the POS Operations Manual, and any other manuals that we may develop or prescribe from time to time, which may consist of more than one (1) volume, as the same may be revised and supplemented from time to time.

“Media” includes any news organization, station, publication, show, website, weblog (blog), bulletin board, chatroom, and/or program (past, present and/or future), whether published through the means of print, radio, television, and/or the Internet or otherwise and any member, representative, agent and/or employee of the same.

“Period” means each of the thirteen (13) four (4) week accounting periods of Franchisor commencing on the first Sunday in January of each year or such other accounting period as Franchisor may adopt from time to time on written notice to Franchisee.

“Pre-Opening Obligations” shall have the meaning set forth in Section 5.B.

“Pre-Opening Period” means the period commencing on the Agreement Date and ending on the earlier of (i) 160 days following the Agreement Date or (ii) the Store Opening Date; or such longer period as may be permitted by Franchisor in its sole discretion.

“Principals” means all persons or Entities holding a legal or beneficial ownership interest in Franchisee, directly or indirectly, including any Entity directly or indirectly controlling Franchisee and all persons or Entities that have any other direct or indirect interest in Franchisee or Franchisee’s assets.

“Products” mean vitamin and mineral supplements, sports nutrition products, herbs, health foods, natural cosmetics and miscellaneous healthcare products, diet products, sports accessories, physical fitness products and specialty workout apparel and related products approved for sale by the Store by Franchisor from time to time, and not later disapproved.

“Proprietary Marks” mean the trademarks, trade names, service marks, logos, emblems, insignia and other commercial symbols (including the marks “GNC”, “GENERAL NUTRITION CENTER”, and “GNC LIVE WELL”) developed and approved for use by Franchisor under the GNC System from time to time.

“POS System” means a computerized cash collection and data processing system.

“Protected Territory” means the geographic area in which the Approved Location is located designated as the “Protected Territory” in the Selected Term Summary. However, the Protected Territory specifically excludes existing GNC Stores or locations under franchise, option, license, development or lease obligations or GNC Stores to be opened under any agreement with us or any of our affiliates, which were negotiated before the Store Opening Date. For all Approved Locations, the Protected Territory, if a distance, shall be measured based upon a radius extending from the public entrance of Franchisee’s Store (and not the mall or strip center entrance).

“Protective Period” means a period of one (1) year from the Store Opening Date. The Protective Period commences on the original Store Opening Date (as defined in this Attachment B) and expires one (1) year thereafter. The Protective Period shall not restart or be extended in connection with any Transfer under this Agreement (whether or not a new Franchise Agreement is executed in connection with the Transfer). If this Agreement is executed in connection with a Transfer occurring more than one (1) year after the original Store Opening Date, there is no Protective Period as it has already expired by its terms.

“Publicly-held corporation” means any corporation with a class of securities registered under the Securities and Exchange Act of 1934.

“Related Agreements” means any agreement between Franchisee and Franchisor or its Affiliates or any other party entered into in connection with this Agreement and the operation of the Franchised Business. For purposes of Sections 18.B(ii)(b), 19.C., 20.B(xi), and 21.M. of this Agreement, “Related Agreement” shall include any agreement of Franchisor or its Affiliates entered into with Franchisee, its Affiliates or its Principals or any Entity in which Franchisee or any Principal, manager, partner or joint venture of Franchisee, directly or indirectly, has any interest of ownership or participation, regardless of location; this may include agreements related to the operation of another GNC Store or other GNC franchised business.

“Renewal Fee” means the renewal fee described in Section 19.F., as may be amended by the Selected Term Summary.

“Renewal Term” means, if the franchise is renewed pursuant to Section 19, the period commencing on the expiration date of the Initial Term or the immediately preceding Renewal Term, as the case may be, and ending on the earlier of (i) the fifth (5th) anniversary of the expiration date of the Initial Term or Renewal Term (whichever is applicable), or (ii) the expiration or termination of the lease or sublease for Franchisee’s Store.

“Retained Rights” mean Franchisor’s and its Affiliates’ rights:

- (i) to operate, or grant a license for the operation of, a GNC Store, a kiosk or other outlet, using GNC Brand Supplements and/or any or all of the Proprietary Marks at any location outside of the Protected Territory, regardless of the proximity of any of those locations to the Protected Territory, or to do so inside the Protected Territory as permitted by this Agreement;

- (ii) to operate, or grant a license for the operation of, a kiosk or outlet (other than a dedicated GNC Store within the Protected Territory) using GNC Brand Supplements and/or any or all of the Proprietary Marks at any location within or outside of the Protected Territory, regardless of the proximity of any of those locations to the Approved Location;
- (iii) to use, or distribute or sell to or license others to use, GNC Brand Supplements and/or any or all of the Proprietary Marks at any location within or outside of the Protected Territory, regardless of the proximity of any of those locations to the Approved Location;
- (iv) to operate, or grant a license for the operation of, or sell or distribute any products to, any store, kiosk or outlet using names or marks other than the Proprietary Marks at any location within or outside of the Protected Territory, regardless of the proximity of those locations to the Approved Location (and regardless of: (a) whether the store, kiosk or outlet sells or distributes goods or services the same as, similar to or different from those sold or distributed by the Franchised Business, and/or (b) whether or not the store, kiosk or outlet sells GNC Brand Supplements or any goods or services which bear and/or are being sold in connection with any of the Proprietary Marks);
- (v) to give, sell, promote, advertise and/or distribute, directly or indirectly (or to license others to give, sell, promote, advertise and/or distribute, directly or indirectly) any goods or services (including GNC Brand Supplements), by any other means (including direct or indirect sales, electronic communications, Internet, World Wide Web, websites, electronic pages, interactive electronic media, shopping networks, direct mail, mail order, catalog sales, kiosks, co-branded sites and sites located within other retail businesses, and any other method of sale or distribution which now exists or which may in the future exist), to any business, distributor, wholesaler, retailer, establishment, organization, club, outlet, individual consumer, or customer at any location, regardless of: (a) whether or not the business, distributor, wholesaler, retailer, establishment, organization, club, outlet individual consumer, or customer is located within or outside of the Protected Territory, regardless of the proximity of any such business, distributor, wholesaler, retailer, establishment, organization, club, outlet, individual consumer or customer to the Approved Location; (b) whether or not the goods or services bear, and/or are sold in connection with, any or all of the Proprietary Marks; and (c) whether or not the goods or services are the same as, similar to or different from those sold or distributed by the Franchised Business;
- (vi) to relocate any GNC Store (whether owned by another franchisee or by Franchisor or its Affiliates) that is open and operating within the Protected Territory as of the Store Opening Date to a different location within the Protected Territory at any time during the Franchise Term (including during the Protective Period), even if the relocated GNC Store is closer in proximity to the Franchisee's Store than the prior GNC Store, and such relocation shall not give rise to any right of first refusal in favor of Franchisee to acquire the relocated GNC Store or any other rights thereto; and
- (vii) to sell or permit the conversion, or transfer of any interest in any GNC Store (whether owned by another franchisee or by Franchisor or its Affiliates) that is open and operating within the Protected Territory as of the Store Opening Date, without giving rise to any right of first refusal in favor of Franchisee to acquire the GNC Store or any other rights thereto, which shall not apply in the case of any such sale, conversion or transfer.

“Royalty Fees” shall have the meaning specified in the Selected Term Summary of this Agreement.

“Specially Designated National or Blocked Person” means (i) a person or entity designated by OFAC (or any successor office or agency of the U.S. government) from time to time as a “specially designated national or blocked person” or similar status, (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001, or (iii) a person or entity otherwise identified by government or legal authority as a person with whom Franchisor or its Affiliates are prohibited from transacting business.

“Store Opening Date” means the earlier of (i) the date the Store first opens for business and (ii) Franchisee’s rent commencement date under the lease or sublease for the Store, provided, that the Store Opening Date for a Conversion Store shall be the date Franchisor turns over the assets of the Store to Franchisee.

ATTACHMENT C
PERSONAL COVENANTS

Each of the undersigned (“you”) agrees that:

1. All capitalized terms used but not defined in these Personal Covenants shall have the meanings set forth in the General Nutrition Corporation Franchise Agreement dated as of the ___ day of _____, 20__ (“Franchise Agreement”) by and between General Nutrition Corporation (“Franchisor”) and _____ (“Franchisee”).

2. You are a Bound Party.

3. As an inducement to Franchisor to enter into the Franchise Agreement, and in consideration of the direct and personal benefits you will derive from the Franchise Agreement, you agree that: (i) you have read and understand all the provisions of Sections 22.A. through 22.I. of the Franchise Agreement and Section 29.A. of the Franchise Agreement; (ii) you will be personally bound by all of the obligations and covenants of the Franchisee contained in Sections 22.A. through 22.I. of the Franchise Agreement and Section 29.A. of the Franchise Agreement as if such obligations and covenants were made and given personally by you directly to Franchisor; and (iii) such obligations and covenants are fair and reasonable and will not deprive you of your livelihood.

4. If any sentence, clause paragraph or combination of any of them in Sections 22.A. through 22.I. of the Franchise Agreement and Section 29.A. of the Franchise Agreement is held by a court of competent jurisdiction to be unenforceable as applied to you, then such unenforceable sentence, clause, paragraph, or combination may be modified by such court to the extent necessary to render it enforceable, and if it cannot be so modified, it shall be severed and the remainder of Sections 22.A. through 22.I. of the Franchise Agreement and Section 29.A. of the Franchise Agreement shall remain in full force and effect.

5. You represent and warrant to Franchisor that: (i) you are not a Specially Designated National or Blocked Person; and (ii) you are not acting on behalf of a government of, or involved in business arrangements or other transactions with, any country that is subject to an embargo imposed by the United States government. You agree to notify Franchisor in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties of this Section 5 incorrect.

6. These Personal Covenants shall be governed by the laws of the Commonwealth of Pennsylvania, unless the law of your jurisdiction applies under Section 29.A. of the Franchise Agreement.

[Signature Page Follows]

The undersigned hereby execute and deliver this instrument effective as of the Effective Date of the Franchise Agreement.

Signature

Signature

Print Name

Date: _____, 20__

Print Name

Date: _____, 20__

ATTACHMENT D
FRANCHISEE INFORMATION

1. Franchisee’s legal organization (circle one): (a) sole proprietorship; (b) partnership; (c) corporation; (d) limited liability company; or (e) other (please specify:_____).

This section should identify the legal organization, if any, of the Franchisee(s) identified on the Selected Term Summary (the “Franchisee of Record”), e.g., if an individual or group of individuals is identified, you should select either (a) sole proprietorship or (e) other and specify ownership.

2. If Franchisee is not a sole proprietor, list of all its partners, members or shareholders or others holding any ownership interest in Franchisee:

Name and Address	% Interest	Active in Operation of Business? (yes/no)
(a) _____ _____ _____	_____	_____
(b) _____ _____ _____	_____	_____
(c) _____ _____ _____	_____	_____
(d) _____ _____ _____	_____	_____

3. If Franchisee is not a sole proprietor, list of Franchisee’s officers, directors, managers and/or general partners:

Name	Title
(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____

[Signature Appears on Following Page]

The undersigned certifies that all information contained in this Attachment D is accurate and complete, and agrees to notify Franchisor promptly (and in any case within fifteen (15) days) upon any change in the information required to be disclosed in this Attachment D.

FRANCHISEE:

If an Individual:

Signature: _____

Print Name: _____

If other than an Individual:

[Name of Entity]

By: _____

Name: _____

Title: _____

ATTACHMENT E

STATE ADDENDA TO FRANCHISE AGREEMENT

See attached.

**STATE OF HAWAII
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) agree as follows:

1. Sections 6.F., 18.B.(ii)(c) and 19.G. of the Agreement each contain a provision requiring a general release as a condition of relocation, transfer or renewal of the franchise. Such release will exclude claims arising under the Hawaii Franchise Investment Law.
2. Sections 18, 19 and 20 as they relate to transfer, non-renewal and termination are applicable to the extent they are not inconsistent with the Hawaii Franchise Investment Law. Otherwise, the Hawaii Franchise Investment Law will control.
3. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.
4. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Franchisee

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

By: _____
Print Name: _____

Franchisee Address: _____

**STATE OF ILLINOIS
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat., Chapter 815, §§ 705/1 through 705/44 (the “Act”), the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) agree as follows:

1. Sections 6.F., 18.B.(ii)(c) and 19.G. of the Agreement each contain a provision requiring a general release as a condition of relocation, transfer or renewal of the franchise. Such release will exclude claims arising under the Act.
2. Section 4 of the Act provides that “[a]ny provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of Illinois.” Accordingly, the Agreement is modified by adding the following thereto:

“To the extent that Sections 29.A. and/or 29.D. of the Agreement conflicts with or is unenforceable under Section 4 of the Act, the provisions of Section 4 shall apply.”

3. Sections 19 and 20 of the Agreement as they relate to non-renewal and termination are only applicable to the extent they are not inconsistent with the Act. In the event of any inconsistency, the Act will control.
4. Franchisor and Franchisee acknowledge, and reference is hereby made to, Section 705/41 of the Act, which provides as follows:

Sec. 41. Waivers Void. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Each provision of this Addendum shall be effective only to the extent, with respect to each such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.
6. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Franchisee

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

By: _____
Print Name: _____

Franchisee Address: _____

**STATE OF INDIANA
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) agree as follows:

1. If any of the provisions of the Agreement concerning termination and non-renewal, governing law, venue for litigation or arbitration, modification, covenants not to compete or any limitations period on the time in which claims may be brought are inconsistent with either the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law, then such laws will apply to the extent inconsistent with the terms of the Agreement.
2. Sections 6.F., 18.B.(ii)(c) and 19.G. of the Agreement each contain a provision requiring a general release as a condition to relocation, transfer or renewal of the franchise. Each provision is inapplicable to the extent inconsistent with the Indiana Deceptive Franchise Practices Law, IC § 23-2-2.7-1(5).
3. No representation or acknowledgment by the Franchisee in the Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel to deprive the Franchisee of the rights and protections provided in the Indiana Franchise Disclosure Law or to relieve any person of any liability under the Indiana Deceptive Franchise Practices Law.
4. Each of the provisions of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act are met independently without reference to this Addendum.
5. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Franchisee

By: _____
Print Name: _____
Title: _____ Secretary

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

Franchisee Address: _____

**STATE OF MARYLAND
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) agree as follows:

1. The general release language required as a condition of relocation, renewal, sale and/or assignment or transfer shall apply except for claims arising under the Maryland Franchise Registration and Disclosure Law. A copy of the form of general release required by Sections 6.F., 18.B.(ii)(c) and 19.G. is attached hereto as Schedule A.
2. Although under certain circumstances the Agreement requires Franchisee to submit to a court proceeding or arbitration in the state where Franchisor’s principal place of business is located, Franchisor agrees that litigation claims brought under the Maryland Franchise Registration and Disclosure Law may be brought in any court of competent jurisdiction in the State of Maryland.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the franchise.
4. No representation or acknowledgment by the Franchisee in the Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel to relieve any person of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. Each provision of this Agreement will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.
6. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Franchisee

By: _____
Print Name: _____
Title: _____ Secretary

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

Franchisee Address: _____

SCHEDULE A

The following is our current general release form that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

GENERAL RELEASE

For and in consideration of the Franchise Agreement dated _____, between the undersigned and General Nutrition Corporation (“Franchisor”), the undersigned, and each of their respective corporate parents, subsidiaries, affiliates, successors in interest, heirs and assigns, and each of their respective shareholders, directors, officers, agents, servants, and employees, as applicable, whether specifically mentioned herein or not, including, without limitation, any entity or enterprise in which the undersigned, directly or indirectly, owns an equity or profits interest or controls (the “Releasing Parties” and, individually, a “Releasing Party”), do hereby release, acquit and forever discharge Franchisor and each of its respective parents, subsidiaries, affiliates, and successors in interest, and each of their respective managers, members, shareholders, directors, officers, agents, servants, employees and all other persons acting by, through, under or in concert with any of them and whether specifically mentioned herein or not (the “Released Parties” and, individually, a “Released Party”), of and from any and all liability, actions, causes of action, claims, debts, demands, damages, and liabilities to person(s) or property, costs, expenses, (including, without limitation court costs and attorneys’ fees) and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, direct, indirect, contingent or actual, liquidated or unliquidated, whether in contract or in tort (“Claims”) which the Releasing Parties or any of them now have, own, hold or claim to have, own or hold or at any time heretofore had, owned or held, against the Released Parties or any of them, now or at any time awarded to the undersigned and from the inception of any contact with any Released Party to the date of this General Release.

The undersigned acknowledges there is a risk that, after the date hereof, the undersigned will discover, incur, or suffer claims which are unknown or unanticipated at the time of execution of this General Release and which, if known by the undersigned on the date hereof, may have materially affected the undersigned’s decision to execute this General Release. Nevertheless, the undersigned agrees that the undersigned intends to assume, and is assuming, the risk of such unknown or unanticipated Claims, and that the Releasing Parties’ release of the Released Parties set forth in this General Release shall apply to any and all such Claims. Neither the undersigned nor any other Releasing Party has assigned, transferred or purported to assign or transfer to any other person or entity any of the Claims or any portion thereof or interest therein and agrees to indemnify, defend and hold the Released Parties harmless from and against any and all Claims based on or arising out of any such assignment or transfer or purported assignment or transfer.

The undersigned represents and warrants that it intends to be legally bound by this General Release, that the execution of this General Release is free and voluntary, that no inducements, threats, presentations, or influences of any kind were made or exerted by or on behalf of Franchisor, and that, prior to the execution hereof, the undersigned was given the opportunity, if desired, to consult with counsel. This General Release shall be binding upon the undersigned, and the other Releasing Parties and their heirs, successors and legal representatives. This General Release excludes Claims arising from any representations in the Franchisor’s Franchise Disclosure Document or its exhibits or amendments. This General Release is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to release any Released Party from any liability imposed by the Maryland Registration and

Disclosure Law. This General Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

It is the express intention of the undersigned and Franchisor that this General Release be as broad as permitted by law.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this General Release as of this _____.

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

**STATE OF MINNESOTA
ADDENDUM TO FRANCHISE AGREEMENT**

This Addendum to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) is made and entered into by Franchisor and Franchisee.

1. This Addendum is made a part of the Agreement to which it is attached.

2. Section 19 of the Agreement is hereby amended by adding the following:

“With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 4, which requires, except in certain specified cases, that a franchisee be given one hundred eighty (180) days notice for non-renewal of the franchise agreement.”

3. Section 20 of the Agreement is hereby amended by adding the following:

“With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3, which requires, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure).”

4. Section 14 of the Agreement is hereby amended by adding the following:

“The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against any losses, costs or expenses resulting from claims by third parties that the franchisee’s use of the Franchisor’s trademark infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of franchisee’s use of the Franchisor’s trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.”

5. Section 29 of the Agreement is hereby amended by adding the following:

“Pursuant to Minn. Stat. Sec. 80C.21 and Minnesota Rule 2860.4400J, nothing in this paragraph or in this Agreement shall in any way abrogate or reduce (1) any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including, but not limited to, the right to submit matters to the jurisdiction of the courts of Minnesota, or (2) Franchisee’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.”

6. Sections 6.F., 18.B.(ii)(c) and 19.G. of the Agreement each contain a provision requiring a general release as a condition of relocation, transfer or renewal of the franchise. Such release will exclude claims arising under Minnesota Statutes 80C.01 through 80C.22.

7. No representation or acknowledgment by the Franchisee in the Agreement is intended to or shall act as a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22.

8. Minnesota Statutes, Section 80C.14, Subd. 5, requires that consent to the transfer of the Franchised Business will not be unreasonably withheld. The Sections in the Agreement that relate

to transfer are applicable to the extent they are not inconsistent with Minnesota law. In the event of any inconsistency, Minnesota law will control.

9. Minnesota Rule 2860.4400J prohibits Franchisor from requiring Franchisee to waive its rights to a jury trial or to consent to liquidated damages. Sections 21.A. and 29.E. of the Agreement that relate to waiver of jury trial and liquidated damages shall not apply to franchises governed by Minnesota law.

10. Franchisor acknowledges that Minnesota Rule 2860.4400J provides that Franchisee cannot consent to Franchisor obtaining injunctive relief, but that Franchisor may seek injunctive relief, and that a court will determine if a bond is required.

11. Franchisor acknowledges that no action may be commenced pursuant to Minnesota Statutes, Section 80C.17, Subd. 5, more than 3 years after the cause of action accrues.

12. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law (Minnesota Statutes, Chapter 80C, Sections 80C.01 through 80C.22) are met independently without reference to this Addendum.

13. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: Franchisee

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

Franchisee Address: _____

**STATE OF NEW YORK
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 18, "TRANSFER OF INTEREST," Paragraph B, of the Agreement shall be supplemented with the following paragraph:

No assignment shall be made except to an assignee, who, in the good faith judgment of Franchisor, is willing and possesses the economic resources to fulfill Franchisor's obligations under such Agreement.

2. Section 23, "INDEPENDENT CONTRACTOR AND INDEMNIFICATION," Paragraph C, of the Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

C. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and, that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Franchised Business or any claim or judgment arising therefrom against Franchisor. Franchisee shall indemnify and hold harmless Franchisor, its Affiliates, and the officers and directors of Franchisor and its Affiliates against any and all such claims arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchised Business, as well as the costs, including attorney's fees, of defending against them. However, Franchisee shall not be required to indemnify for any claims arising out of a breach of the Agreement or other civil wrongs of the Franchisor.

3. Section 28, "SEVERABILITY AND CONSTRUCTION," Paragraph A, of the Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

A. Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of provisions of this Agreement as may remain otherwise intelligible; and, the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

4. Section 29, "APPLICABLE LAW," Paragraph A, of the Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

A. This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law; provided, however, that if any provision of this Agreement would not be enforceable under the laws of Pennsylvania and if the Franchised Business is located outside of Pennsylvania, and further, if such provision would be enforceable

under the laws of the state in which the Franchised Business is located, then such provision shall be interpreted and construed under the laws of that state. The foregoing choice of law should not be considered a waiver of any right conferred upon Franchisee by the General Business Law of New York State, Article 33.

5. Section 29, "APPLICABLE LAW," of the Agreement shall be supplemented with the following paragraph:

I. Nothing herein contained shall bar Franchisor's right to seek injunctive relief against threatened conduct that will cause it loss or damages under the usual equity rules, including the applicable rules for seeking restraining orders and preliminary injunctions.

6. Sections 6.F., 18.B.(ii)(c) and 19.G. of the Agreement each contain a provision requiring a general release as a condition of relocation, transfer or renewal of the franchise. Such release will exclude claims arising under the General Business Law of New York State, Article 33, Sections 680 through 695, and the regulations issued thereunder.

7. No representation or acknowledgment by the Franchisee in the Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by Article 33, Sections 680 through 695, of the General Business Law of the State of New York and the regulations issued thereunder.

8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York General Business Law, Article 33, are met independently without reference to this Addendum.

9. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION

Franchisor

By: _____

By: _____

Franchisor Address:

General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST:

Franchisee

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Secretary

Title: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Franchisee Address:

**STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the North Dakota Franchise Investment Law, North Dakota Century Code §§ 51-19-01 through 51-19-17, and the rules and regulations thereunder, the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 22 of the Agreement contains covenants restricting competition. These covenants will be subject to Section 9-08-06, N.D.C.C.
2. Section 29.B. of the Agreement contains a provision requiring that arbitration be conducted in Pittsburgh, Pennsylvania. Franchisor agrees that the place of arbitration will be a location that is in close proximity to the site of the Franchised Business.
3. Section 29.D. of the Agreement contains a provision requiring that certain litigation must be instituted in a court within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business. Franchisor agrees that jurisdiction and venue for litigation claims brought under the Agreement and the North Dakota Franchise Investment Law may be in the State of North Dakota.
4. Section 29.A. of the Agreement contains a provision requiring that the Agreement be governed by Pennsylvania law. Franchisor agrees that North Dakota law will govern the Agreement and will prevail in the event of any conflict of law.
5. Sections 21.A. and 29.E. of the Agreement that relate to waiver of jury trial and liquidated damages shall not apply to franchises governed by North Dakota law.
6. To the extent any provision of the Agreement requires Franchisee to consent to a waiver of exemplary or punitive damages, these provisions will be deemed null and void.
7. The requirement in Section 19.G. of the Agreement that a general release be signed as a condition of renewal shall not apply to franchises governed by North Dakota law.
8. The Sections in the Agreement that relate to limitations of claims and payment of costs and expenses of enforcement of the Agreement are only applicable to the extent they are not inconsistent with North Dakota law. In the event of any inconsistency, North Dakota law will control. The statute of limitations under North Dakota law applies.

Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Exhibits or Schedules thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
 300 Sixth Avenue
 Pittsburgh, Pennsylvania 15222
 Attention: General Counsel

ATTEST:

Franchisee

By: _____
Print Name: _____
Title: _____ Secretary

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

Franchisee Address: _____

**STATE OF RHODE ISLAND
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) agree as follows:

1. Sections 6.F., 18.B.(ii)(c) and 19.G. of the Agreement each contain a provision requiring a general release as a condition of relocation, renewal and transfer of the franchise. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.
2. § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” To the extent that the provisions of Section 29.A. and 29.D conflict with the Rhode Island Franchise Investment Act, such provisions are void under § 19-28.1-14 with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
3. Section 19-28.1-15 of the Rhode Island Franchise Investment Act provides that “a condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act.” If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.
4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum.
5. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: Franchisee

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

Franchisee Address: _____

**STATE OF SOUTH DAKOTA
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the South Dakota Franchise Investment law (SDCL 37-5B), the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 33, "ACKNOWLEDGMENTS," of the Agreement shall be supplemented by the following paragraph:

Pursuant to SDCL 37-5B-21, any condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by the Franchise Investment chapter (SDCL 37-5B) or a rule or order under the Franchise Investment chapter is void.

Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchise Investment law are met independently without reference to this Addendum.

Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: Franchisee
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:
By: _____ By: _____
Print Name: _____ Print Name: _____

Franchisee Address: _____

**STATE OF WASHINGTON
ADDENDUM TO FRANCHISE AGREEMENT**

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached GENERAL NUTRITION CORPORATION FRANCHISE AGREEMENT (the “Agreement”) agree as follows:

1. The state of Washington has a statute, RCW 19.100.180 which may supersede the Agreement in Franchisee’s relationship with Franchisor including the areas of termination and renewal of the Agreement. There may also be court decisions which may supersede the Agreement in Franchisee’s relationship with the Franchisor including the areas of termination and renewal of the Agreement.
2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
3. A release or waiver of rights executed by Franchisee will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where Franchisee is represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act, such as a right to jury trial, may not be enforceable.
4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.
5. Transfer fees are collectible to the extent they reflect Franchisor’s reasonable estimated or actual costs in effecting the transfer.
6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum.
7. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Franchisee have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: Franchisee

By: _____
Print Name: _____
Title: _____ Secretary

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

Franchisee Address: _____

ATTACHMENT F

GUARANTEE

See attached.

GUARANTEE

As an inducement to General Nutrition Corporation (“Franchisor” or “GNC”) to execute that certain Franchise Agreement (as defined below) between Franchisor and _____ (“Franchisee”) dated _____ covering that certain GNC store (the “Store”) located or to be located at _____, the undersigned, including their spouses, if any (collectively, “Guarantor”), jointly and severally, hereby agree to be individually bound by all the terms and conditions of the above-referenced Franchise Agreement, including any amendments, addendums and attachments thereto whenever made (the “Franchise Agreement”) and unconditionally guarantee to Franchisor and its affiliates and their respective successors and assigns that all of Franchisee’s obligations under the Franchise Agreement and other agreements between Franchisee and Franchisor or Franchisor’s affiliates (“Related Agreements”) will be punctually paid and performed. The Franchise Agreement and Related Agreements are collectively referred to herein as the “Agreements.”

1. Guarantor’s liability under this Guarantee is a guarantee of payment and performance of the Agreements and not of collectability. Guarantor’s liability hereunder will continue until all obligations under the Agreements have been satisfied in full and will not be limited or affected in any way by transfer of the GNC Store or any disability of Franchisee. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor’s obligations hereunder will continue and remain in full force and effect if all or any part of such payment or performance is avoided or recovered directly or indirectly from Franchisor as a preference, fraudulent transfer or otherwise, irrespective of any notice of revocation given by Guarantor prior to such avoidance or recovery. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guarantee but only for defaults and obligations hereunder existing at the time of death, and the obligations of other Guarantors will continue in full force and effect.

2. Upon default by Franchisee under the Agreements and notice of such default from Franchisor to Guarantor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Agreements, without any requirement that Franchisor first send a notice of default to Franchisee, and Guarantor hereby waives any and all rights it may otherwise have under statutory or common law relating to any notice requirements thereunder. Without affecting the obligations of Guarantor hereunder, Franchisor may, without notice to Guarantor, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantor waives notice of amendment of the Agreements and notice of demand for payment or performance by Franchisee.

3. Further, Guarantor hereby waives all other rights or benefits otherwise provided to sureties or guarantors under any state or federal law or common law, except as provided in this Guarantee. This waiver is expressly intended to waive any and all benefits and defenses under California Civil Code Sections 2819, 2845, 2849, and 2850 and any benefits or defenses available under the laws of any other state that may be deemed to be applicable to this Guarantee, including, without limitation, the right to require Franchisor to (i) obtain Guarantor’s consent to any modification of the Franchise Agreement or any other agreement between Franchisor and any party other than Guarantor, (ii) proceed against any collateral that may be given for any of Franchisee’s obligations, or (iii) pursue any other right or remedy for Guarantor’s benefit, and agrees that Franchisor may proceed against Guarantor for the obligations guaranteed herein without taking any action against Franchisee or any other guarantor or pledgor. Guarantor agrees that Franchisor may unqualifiedly exercise, in its sole discretion, any or all rights and remedies available to it against Franchisee or any other guarantor or pledgor without impairing Franchisor’s rights and remedies in enforcing this Guarantee, under which Guarantor’s liabilities will remain independent and unconditional. Guarantor acknowledges that Franchisor’s exercise of certain of such rights or remedies may affect, or eliminate Guarantor’s right of subrogation or recovery against Franchisee and that Guarantor may incur a partially or totally nonreimbursable liability under this Guarantee.

4. On Franchisor's request, Guarantor will promptly deliver to Franchisor complete and current financial statements and tax returns and such other financial information about Guarantor as Franchisor may reasonably request. Guarantor further agrees to keep Franchisor fully informed on all aspects of Franchisee's financial condition and the performance of Franchisee's obligations to Franchisor and that Franchisor has no duty to disclose to Guarantor any information pertaining to Franchisee or to notify Guarantor of Franchisee's default under the Franchise Agreement or any Related Agreement.

5. No failure or delay on Franchisor's part in exercising any power or privilege hereunder will impair any such power, right or privilege or be construed as a waiver of or an acquiescence therein. No terms or provisions of this Guarantee may be changed, waived, revoked, or amended without Franchisor's prior written consent. Should any provision of this Guarantee be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions will remain effective. This Guarantee embodies the entire agreement among the parties hereto with respect to the matters set forth herein and supersedes all prior agreements among the parties with respect to the matters set forth herein.

6. Each Guarantor hereby jointly and severally holds harmless, and agrees to defend, protect, and indemnify Franchisor from any actions, causes of action, liabilities, damages, losses, and fees (including attorneys' fees) and all other claims of every nature which may arise as a result of any dispute between or among any of Guarantor and any other persons or entities. Franchisor may assign this Guarantee without in any way affecting Guarantor's liability. This Guarantee will inure to the benefit of Franchisor, its affiliates and their successors and assigns and will bind Guarantor and Guarantor's heirs, executors, administrators, successors, and assigns. This Guarantee is executed in accordance with, and pursuant to, the terms of the Franchise Agreement and any default hereunder will be a default under the Franchise Agreement.

7. This Guarantee shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, the law of which shall prevail in the event of any conflict of law. If, however, any provision of this Guarantee would not be enforceable under the laws of Pennsylvania, and if the GNC Store is located outside of Pennsylvania and the provision would be enforceable under the laws of the state in which the GNC Store is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this section is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the Commonwealth of Pennsylvania or any other state which would not otherwise apply absent this paragraph.

8. Guarantor agrees that any action brought by Guarantor against Franchisor in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Guarantor also agrees that the Franchisor may, in its sole discretion, bring any action against the Guarantor in any court, whether federal or state, within either a) the Commonwealth of Pennsylvania; or b) in any jurisdiction in which the Guarantor resides or owns property. If the Franchisor brings an action against Guarantor in any state or federal court located within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, Guarantor accepts generally and unconditionally the jurisdiction and venue of the aforesaid courts and waives any defense of forum non conveniens.

9. FRANCHISOR AND GUARANTOR AGREE THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH

ARISES OUT OF, CONCERNS, OR RELATES TO THIS GUARANTEE, ANY AND ALL TRANSACTIONS CONTEMPLATED BY THIS GUARANTEE, THE PERFORMANCE OF THIS GUARANTEE, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. FRANCHISOR AND GUARANTOR HEREBY IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A TRIAL BY JURY. FRANCHISOR OR GUARANTOR MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF FRANCHISOR OR GUARANTOR TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. THE UNDERSIGNED GUARANTOR ACKNOWLEDGES THAT IT WAS AFFORDED THE OPPORTUNITY TO READ THIS DOCUMENT CAREFULLY AND TO REVIEW IT WITH AN ATTORNEY OF ITS CHOICE BEFORE SIGNING IT. GUARANTOR ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND EFFECT OF THIS DOCUMENT BEFORE SIGNING IT.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Franchise Agreement.

GUARANTORS

By: _____
Printed: _____

By: _____
Printed: _____

By: _____
Guarantor's Spouse
Printed: _____

By: _____
Guarantor's Spouse
Printed: _____

ATTACHMENT G

SBA LOAN ADDENDUM

**ADDENDUM
RELATING TO A
General Nutrition Corporation
FRANCHISE AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into _____, by **General Nutrition Corporation**, located at 300 Sixth Avenue, Pittsburgh, PA 15222 (“Franchisor”), and _____, jointly and severally, located at _____ (“Franchisee”).

Recitals. Franchisor and Franchisee entered into a Franchise Agreement on _____ (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Store # _____ (“Store”). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which all of the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
2. Notwithstanding anything to the contrary in Section 17.G. of the Franchise Agreement, the Franchisee shall have the discretion to set pricing for its products and services, provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by the Franchisor for its franchise system; or (2) is at or above any minimum price threshold programs established by the Franchisor for its franchise system; or (3) conforms to any bona fide promotional programs or national or regional accounts programs established from time to time by the Franchisor for its franchise system.
3. Franchisor will not unreasonably withhold, delay or condition its consent to any proposed Transfer requiring Franchisor’s consent under Section 18 of the Franchise Agreement.
4. Section 18.C. of the Franchise Agreement provides that the Franchisor may elect pursuant to its Right of First Refusal to exercise said option when the Franchisee decides to sell partial interest(s) in the Franchisee. This section is hereby amended to reflect that the Franchisor will not exercise the option for any such partial sale of the interests in Franchisee. The Franchisor may not become a partial owner of any SBA financed franchisee.
5. If Franchisor elects to exercise its Right of First Refusal pursuant to Section 18.C. of the Franchise Agreement and the parties cannot agree within a reasonable time on the equivalent in cash of the consideration, terms and/or conditions of the sale to the third

party, an independent appraiser shall be designated by the mutual agreement of Franchisor and Franchisee, and his or her determination shall be binding.

6. If the Franchisor elects to operate the Franchised Business under Section 18.D. of the Franchise Agreement, Franchisor may operate the Franchised Business as provided therein for a period of up to ninety (90) days, renewable as necessary for up to one year. Franchisor shall periodically discuss the status of the Franchised Business with representatives of Franchisee.
7. Section 21.I. is amended so that the Franchisee is given the right to decide, or the option, in its sole discretion, whether to sell the real estate underlying the Store premises to the Franchisor upon termination or expiration of the Franchise Agreement, if requested by Franchisor. The Franchisor, however, shall have the option, in its sole discretion, to elect to lease such real estate from Franchisee for the remainder of the Franchise Term (excluding additional renewals) at fair market value.
8. If the Franchise Agreement is terminated and the contents of the franchised Store are to be sold under Section 21 of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of such premises (if owned by Franchisee) and property (including furniture, fixtures and equipment) shall be determined by three appraisers chosen in the following manner. Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties. This paragraph does not create an obligation on Franchisor's part to purchase or pay anything of value for any other assets not listed above, including but not limited to, leasehold improvements and goodwill.
9. Under Section 26.D. of the Franchise Agreement, the SBA will be granted a lien on the business assets of the Franchisee as required in its Loan authorization.
10. This Agreement automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written.

GENERAL NUTRITION CORPORATION
Franchisor

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Printed: _____
Its: _____

WITNESS:

Franchisee

By: _____
Print Name: _____
Title: _____

By: _____

By: _____
Print Name: _____
Title: _____

By: _____

EXHIBIT F

Development Agreement

GENERAL NUTRITION CORPORATION
AREA DEVELOPMENT AGREEMENT

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SELECTED TERM SUMMARY

Agreement Date: _____

Franchisor: General Nutrition Corporation

Developer: _____

Development Area (Section 1): _____

Development Schedule (Section 1): Developer agrees to have open and operating at least the following minimum, cumulative number of Stores by the date specified:

Cumulative Number of Stores to be Developed	Last Date to Establish and Open the Store	Franchise Fee	Development Fee
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Development Rights Fee (Section 4.1): \$ _____

Total Development Fees from Development Schedule above: \$ _____

Total Development Fee (Section 4.1): \$ _____

This Selected Term Summary is a part of and incorporated by reference into the Area Development Agreement between Franchisor and Developer attached hereto. In the event of a conflict between the Selected Term Summary information and the Area Development Agreement, the Area Development Agreement shall control.

 Initials

**GENERAL NUTRITION CORPORATION
AREA DEVELOPMENT AGREEMENT**

THIS AREA DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 201__ (the "Effective Date"), by and between GENERAL NUTRITION CORPORATION, a Pennsylvania corporation with its principal office at 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222 ("Franchisor"), and _____, a _____, with (its principal office) (his/her residence) at _____ ("Developer"), who agree as follows:

RECITALS

Franchisor and its Affiliates, at a substantial expenditure of time, effort and money have established and own a unique and comprehensive system relating to the development, opening, and operation of retail health, wellness and performance stores offering vitamin and mineral supplements, sports nutrition products, herbs, health foods, natural cosmetics and miscellaneous healthcare products, diet products, sports accessories, physical fitness products and related products, under the names "GNC" and GENERAL NUTRITION CENTER ("GNC Stores" or "Stores").

The distinguishing characteristics of the GNC System include, without limitation, the establishment, development, and operation of Stores which feature vitamins, emphasizing a special selection of vitamins manufactured or distributed by Franchisor or its affiliates under labels bearing the mark "GNC" and related marks ("GNC Products" or "Products"), and which may feature health foods, natural cosmetics, diet products, physical fitness products, or health-management products and services; distinctive building designs, interior and exterior layout, and trade dress; standards and specifications for construction methods and materials, equipment, furnishings, fixtures, supplies, signs, and product lists; technical assistance and training; sales and management assistance and training; operating procedures for the storage, display, and sale of vitamins, health foods, natural cosmetics, diet products, physical fitness products and health-management products and services; and specialized methods and techniques for inventory and cost controls, recordation and reporting, personnel management, purchasing, customer service, sales promotion, and advertising; all of which may be changed, improved, and further developed by Franchisor from time to time.

Franchisor identifies the GNC System by means of certain Proprietary Marks, including trademarks, trade names, service marks, logos, emblems, and other indicia of origin, including but not limited to "GNC" and "GENERAL NUTRITION CENTER," and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by Franchisor) for use in connection with the System.

Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of products and services marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service.

Developer wishes to obtain certain development rights to develop and establish a specific number of GNC Stores within a designated geographical area, and to operate such GNC Stores as a franchisee under the GNC System, pursuant to franchise agreements in the Development Area described in this Agreement;

The parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS

During the term of this Agreement, Franchisor hereby grants to Developer, subject to the terms and conditions contained herein, the right to establish and operate the number of GNC Stores set forth on the development schedule (the “Development Schedule”) in the Selected Term Summary. Each GNC Store to be established hereunder shall be located in the area described in the Selected Term Summary (the “Development Area”). Within Franchisor’s discretion, Franchisor may consider sites proposed by Developer outside of the Development Area. Franchisor, in its sole discretion, will determine if any such sites located outside of the Development Area shall count toward the Development Schedule. The rights granted herein pertain only to the development of GNC Stores. This Agreement is not a franchise agreement and does not grant Developer any right or license to operate a GNC Store or to use the GNC System. The operation of any GNC Store established pursuant to this Agreement shall be governed by the then-current individual General Nutrition Corporation Franchise Agreement to be entered into between Franchisor and Developer in accordance with Section 9 below (each, a “Franchise Agreement”).

2. TERRITORIAL PROTECTION AND RESERVATION OF RIGHTS

2.1. Territorial Protection. Developer may establish the GNC Stores required to be developed hereunder at any location within the Development Area provided that Franchisor, in its sole discretion, consents in writing to the location, the location is in a state where Franchisor is permitted to sell GNC franchises, the location is not located in a territory or location in which any other GNC franchisee has exclusive rights or a right of first refusal, the location does not violate any other protected or restricted area Franchisor has granted or may in the future grant, and the location does not violate a radius restriction in any real estate lease. Subject to Franchisor’s Retained Rights and to Franchisor’s rights under Section 11.1, during the Term of this Agreement, and so long as Developer is in full compliance with the terms and provisions of this Agreement, Franchisor shall not itself operate, nor grant a franchise for the operation of, another GNC Store within the Development Area. Nothing herein shall be deemed to restrict the ownership and operation of any GNC Stores which are operating within the Development Area as of the Effective Date or, if during the Term, Franchisor terminates the franchise of any GNC Store developed pursuant to this Agreement by the Developer, then Franchisor shall have the right to operate, or to franchise another to operate, a GNC Store at the site where each such terminated franchised business had been established and/or operated.

2.2. Reservation of Rights. Franchisor retains the right, in its sole discretion, without any liability or compensation whatsoever to Developer and without granting Developer any rights therein, to:

(i) develop or operate or grant a license for the development or operation of a GNC Store at any location outside the Development Area, provided that any such GNC Store will not be located within the protected territory (during the protective period) under a Franchise Agreement entered into by Developer pursuant to this Agreement;

(ii) establish and operate, or grant a license to operate, or sell or distribute any goods, products or services (including GNC Products) to any store or outlet that operates under names or marks other than GNC's Proprietary Marks, at any location within or outside of the Development Area, regardless of whether the store or outlet sells or distributes goods or services the same as or similar to or different from those sold or distributed by the Developer under Franchise Agreements entered into pursuant to this Agreement;

(iii) give, sell, promote, advertise, and/or distribute directly or indirectly, and to license others to give, sell, promote, advertise, and/or distribute directly or indirectly, any goods, products, or services (including GNC Products) to any person via the Internet, electronic communications, the world-wide web, websites, electronic pages, interactive electronic media, shopping networks, direct mail, mail order or catalog sales, inside or outside the Development Area;

(iv) develop, use and franchise anywhere the rights to any trade names, trademarks, service marks, commercial symbols, logos, emblems, signs, slogans, insignia, patents or copyrights not designated by Franchisor as GNC's Proprietary Marks, for use with similar or different franchise systems for the sale of similar or different products or services than those constituting a part of the GNC System;

(v) offer, ship, sell and provide products or services identified by GNC's Proprietary Marks or other trademarks, service marks, commercial symbols or emblems to any person or Entity located anywhere through any other distribution channel or method, including grocery stores, convenience stores, the Internet (or any other existing or future form of electronic commerce), kiosks, co-branded sites and sites located within other retail businesses, and delivery services, regardless of the proximity to any GNC Store established hereunder;

(vi) own, operate, franchise or license anywhere, even in close proximity to any GNC Stores developed hereunder, stores of any other type whatsoever operating under marks other than GNC's Proprietary Marks; and

(vii) engage in any other activity, action or undertaking that Franchisor is not expressly prohibited from taking under this Agreement.

The foregoing rights of Franchisor are referred to herein as the "Retained Rights."

2.3 No Right to License. Developer shall have no right under this Agreement to license others to use GNC's Proprietary Marks or the GNC System in any manner.

3. TERM

Unless earlier terminated in accordance with the terms and conditions set forth herein, this Agreement shall commence as of the Effective Date and shall automatically expire, without any action on the part of either party being necessary, on the earlier of (i) the date on which Developer has completed its development obligations under this Agreement; or (ii) 11:59 p.m. (Eastern Time) on the last day specified in the Development Schedule (the “Term”).

4. FEES

4.1 Development Fee. Upon the execution of this Agreement, Developer shall pay to Franchisor a development fee (the “Development Fee”) equal to the sum of the following: (i) the development rights fee set forth on the Selected Term Summary (the “Development Rights Fee”), (ii) a fee equal to the Franchise Fee for the first GNC Store to be developed and opened hereunder, as set forth on the Selected Term Summary, and (iii) a fee equal to Fifty Percent (50%) of the total Franchise Fees for the remaining GNC Stores required to be developed and opened hereunder during the Term, as set forth on the Selected Term Summary. Developer acknowledges and agrees that the Development Fee, which includes the Development Rights Fee, is paid as partial consideration for Franchisor granting Developer the right to establish, open and operate the number of GNC Stores set forth on the Development Schedule, and that the entire Development Fee, which includes the Development Rights Fee, is fully earned by Franchisor at the time this Agreement is executed and shall not be refundable for any reason, in consideration of administrative and other expenses incurred by Franchisor and for the development opportunities lost or deferred as a result of the rights granted to Developer herein. For each GNC Store established pursuant to this Agreement, Developer shall receive a credit toward the Franchise Fee for that GNC Store in the amount of the Development Fee paid for the applicable GNC Store (as set forth in the Selected Term Summary). In no event shall the sum of all credits received by Developer under this Section 4.1 exceed the total of the Development Fee in Sections 4.1(ii) and (iii) above. If a GNC Store is not established in accordance with the Development Schedule, that portion of the Development Fee that would have otherwise been credited towards payment of the Franchise Fee shall be forfeited and retained by Franchisor. If for any reason this Agreement terminates before all or a portion of the Development Fee has been applied to the Franchise Fees, Franchisor will retain the unapplied portion of the Development Fee as consideration for its time, effort and foregone opportunities.

4.2 Franchise Fees. As long as Developer is in compliance with the terms of this Agreement, including, without limitation, the Development Schedule, the amount of the Franchise Fee for each GNC Store to be established hereunder is set forth on the Selected Term Summary (each a “Franchise Fee”). The Franchise Fee for each GNC Store is to be paid in addition to the Development Fee; provided, that a portion of the Development Fee may be credited against the Franchise Fees as provided for in Section 4.1 above. The remainder of the Franchise Fee due for each GNC Store shall be immediately due and payable upon execution of the Franchise Agreement for that GNC Store.

5. DEVELOPMENT OBLIGATIONS

5.1 Minimum Development Requirements. Developer must (i) establish and open the specified minimum number of GNC Stores on or before each of the dates specified on the Development Schedule and (ii) maintain the specified minimum number of GNC Stores in continuous operation as specified on the Development Schedule. Developer's failure to comply with the foregoing requirements shall constitute a default under this Agreement. Developer understands that time is of the essence with respect to its obligations to comply with the Development Schedule and that failure by Developer to adhere to the Development Schedule shall constitute a material default under this Agreement. Developer acknowledges and understands that this Agreement requires Developer to open GNC Stores in the future pursuant to the Development Schedule. Developer further acknowledges and understands that the estimated investment requirement and fees and expenses set forth in Franchisor's Franchise Disclosure Document are subject to increase and change over time, and that future GNC Stores developed hereunder will most likely require a greater initial investment and increased operating capital than those detailed in the Franchise Disclosure Document provided to Developer in connection with the execution of this Agreement.

5.2 Compliance with Conditions. As stated herein, this Agreement does not give Developer a right or license to operate any GNC Store, but rather sets forth the terms and conditions, which, if fully satisfied will entitle Developer to operate a GNC Store in the Development Area pursuant to a Franchise Agreement. Developer shall apply to Franchisor, and supply such information as requested by Franchisor, for the franchise to operate each GNC Store that it develops in the Development Area pursuant to this Agreement. If Franchisor, in its sole discretion, determines that Developer has met the conditions set forth in this Agreement, Franchisor will grant to Developer the franchise. Such conditions shall include, but not be limited to, the following: (i) Developer must be in compliance with this Agreement, including the Development Schedule; (ii) each of Developer, its Principals and their respective Affiliates must be in compliance with any Related Agreements; (iii) Developer and its Principals must satisfy Franchisor's then-current financial criteria for franchisees; (iv) Developer and its Principals must have faithfully performed all terms and conditions of any Related Agreements during the terms of such agreements; and (v) Developer must have submitted to Franchisor, in a timely manner, all information and documents requested by Franchisor.

6. SITE SELECTION AND ACCEPTANCE

6.1 Site Selection and Acceptance. Developer assumes all cost, liability, expense and responsibility for selecting, obtaining and developing sites within the Development Area for each GNC Store to be developed pursuant to this Agreement. Developer shall not make any binding commitment with respect to a site unless the site is approved as set forth below. Developer acknowledges that the selection, procurement and development of sites are Developer's responsibility. Franchisor, in its sole discretion, may counsel and offer advice to Developer with respect to such site selection; provided, however, in no event shall Franchisor be liable to Developer in connection with providing advice or any such assistance. Franchisor's approval of any respective site and any assistance in the selection of a site does not constitute a representation, promise, warranty, or guaranty by Franchisor that the GNC Store operated at that site will be

profitable or otherwise successful. Upon Developer's selection of a proposed site for a Store, Developer shall promptly submit to Franchisor such site, demographic and other data and information about the proposed site as reasonably requested by Franchisor, using such forms as may be required by Franchisor, and a copy of any lease, sublease or purchase agreement to be entered into in connection with the acquisition of such site. Franchisor shall either accept or reject the proposed site using its then-current site selection policies and procedures. In addition, Developer acknowledges and agrees that Franchisor's acceptance of a proposed site may be conditioned upon Developer meeting certain other requirements (including, without limitation, the inclusion of additional terms and conditions satisfactory to Franchisor to any lease, sublease or purchase agreement for the proposed site, including any lease addenda that may be required by Franchisor pursuant to this then-existing Franchise Agreement), and if Developer does not, or is unable to meet such requirements within a reasonable time, the site will be deemed rejected. To be effective, any acceptance of a proposed site by Franchisor must be in writing. Developer acknowledges and agrees that Franchisor may reject any proposed site for any reason in its sole discretion, in which event, Developer may not develop a GNC Store at the rejected site, but must locate another proposed site for the GNC Store and submit it to Franchisor for acceptance in accordance with this Agreement. Franchisor's consent to or failure to consent to any site shall not waive, extend or modify the Development Schedule.

6.2 Disclaimer. The acquisition in any manner of any proposed site, whether by option, purchase, lease or otherwise, prior to written acceptance by Franchisor shall be at the sole risk and responsibility of Developer and shall not obligate Franchisor in any way to accept such site or enter into a Franchise Agreement with Developer for the operation of a GNC Store at such site. Developer understands and agrees that Franchisor's approval of a site (including any lease, sublease, or purchase agreement) for a GNC Store is not an assurance or a guarantee by Franchisor of the suitability of such site for a GNC Store or the success of a GNC Store established at such site. Developer acknowledges and agrees that the suitability of a site and the success of any GNC Store depends on many factors outside the control of either Franchisor or Developer (including, without limitation, such factors as interest rates, unemployment rates, demographic trends and the general economic climate) and further depends on Developer's efforts in the operation of the Store. In no event shall Franchisor be liable to Developer in connection with providing any assistance or advice with respect to the selection of a site. In no event shall Franchisor be obligated to loan money, guarantee leases, subleases or purchase agreements, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development of any Store; these activities and undertakings, financially and otherwise, shall be the exclusive responsibility of Developer.

7. CONSTRUCTION OF THE APPROVED SITE

Franchisor or its Affiliates will construct and perform all construction, renovation, refurbishing or remodeling of the GNC Store, unless Franchisor otherwise designates in writing. If Franchisor or its Affiliates constructs or performs any renovation, refurbishing or remodeling of the Store, Franchisor or its Affiliate will turn over custody and control of the site to Franchisee upon substantial completion of construction or renovation, refurbishing or remodeling, provided that Franchisee is not then in breach of this Agreement. Franchisee accepts the site "AS IS" and

agrees to pay for the construction of the GNC Store according to the invoices for such cost within fifteen (15) days of receipt of any invoice therefor. Such cost shall include contractor's charges, costs of permits and certifications, and the cost of all materials, equipment and fixtures, as well as Franchisor's then-current construction handling fee, which currently is \$2,500.

8. DUTIES OF THE PARTIES

8.1 Franchisor's Obligations. Franchisor shall furnish to Developer site selection guidelines, including Franchisor's minimum standards for locations for the GNC Stores, and such site selection counseling and assistance as Franchisor may deem advisable, and such on-site evaluations as Franchisor may deem advisable in response to Developer's requests for site approval. Developer shall reimburse Franchisor for all reasonable expenses incurred by Franchisor in connection with requested on-site evaluations, including, the costs of travel, lodging, and meals.

8.2 Entity Requirements. A Developer which is an Entity shall comply, except as otherwise approved in writing by Franchisor, with the following requirements throughout the term of this Agreement:

(i) Developer shall confine its activities, and its Governing Documents shall at all times provide, that its activities are confined exclusively to the management and operation of the GNC franchise business, including the development and establishment of the GNC Stores.

(ii) Developer shall furnish Franchisor its Governing Documents, and any other documents related to the organization of the Entity as Franchisor may reasonably request, and any amendments thereto.

(iii) Developer shall maintain an accurate list of the Principals and provide it to Franchisor upon request. Developer acknowledges that any change in Principals or ownership structure of Developer's Entity shall constitute a transfer of ownership, subject to Franchisor's transfer requirements and provisions. Developer shall request Franchisor's approval in writing prior to making any changes to its organizational structure and shall comply with Franchisor's prescribed transfer requirements as contained in this Agreement and in any Franchise Agreement entered into with Franchisor.

(iv) The Principals of Developer and their spouses, as may be specified by Franchisor, shall execute the Guarantee attached hereto.

8.3 Financial Ability. Developer, and at Franchisor's request, each Principal, shall provide Franchisor with the most recent financial statements of Developer and its Principals. Such financial statements shall present the financial position of Developer and its Principals, as applicable, as of the date indicated therein. Developer shall at all time during the term of this Agreement maintain sufficient working capital to fulfill its obligations under this Agreement.

8.4 Developer's Activities. Developer shall not intentionally do anything that would result in injury or fail to do anything that would prevent injury to the good name or reputation of Franchisor or make any representations or claims regarding Franchisor or Franchisor's products

not expressly authorized in writing by Franchisor. Developer shall conduct its operations in accordance with good business practices and industry standards.

9. FRANCHISE AGREEMENTS

Upon receiving Franchisor's approval of a proposed site for development of a GNC Store, Developer must (a) sign and deliver to Franchisor two copies of Franchisor's then-current Franchise Agreement (each, a "Franchise Agreement") for the GNC Store, together with any ancillary agreements required by the Franchise Agreement and (b) pay Franchisor the Franchise Fee as required therein (as set forth in the Selected Term Summary) but consistent with Section 4 above. Once Franchisor has received the signed Franchise Agreement, the Franchise Fee and all ancillary items it requires in satisfactory form, Franchisor will countersign the Franchise Agreement and ancillary agreements and return one fully executed set of contracts to Developer. Developer understands that any obligation or liability Developer incurs with respect to the proposed GNC Store or location before Franchisor has approved it in writing and sent Developer the countersigned Franchise Agreement is at Developer's sole risk, and will be Developer's sole responsibility. With respect to any Franchise Agreement executed in connection with this Agreement, Franchisor acknowledges and agrees that:

(i) the initial term of each Franchise Agreement will be 10 years with the subsequent option to renew for 5-year terms as set forth in the initial Franchise Agreement executed by Developer and Franchisor in connection herewith (the "Initial Franchise Agreement"); and

(ii) neither the distance nor the length of time of the post-termination covenant not to compete in any Franchise Agreement shall be increased from those set forth in the Initial Franchise Agreement;

Developer must comply with Franchisor's then-current franchising policies and procedures for execution of each Franchise Agreement. Franchisor shall be under no obligation to execute a Franchise Agreement unless Developer has complied in a timely manner with all of the terms and conditions of this Agreement and has satisfied all conditions and requirements set forth herein for the execution of the Franchise Agreement. In addition, Franchisor shall be under no obligation to execute a Franchise Agreement if Developer is in breach or default of any other Franchise Agreement or any other agreement between Franchisor and Developer. If any Franchise Agreement contemplated by this Agreement is executed by Franchisor, it shall supersede this Agreement and govern the relationship between the parties hereto with respect to the GNC Store that is the subject matter of such Franchise Agreement.

10. NO RIGHT TO OPERATE OR USE TRADEMARKS

Developer acknowledges and agrees that: (i) until a Franchise Agreement has been entered into for a specific GNC Store, Developer shall not have, nor be entitled to exercise, any of the rights, powers and privileges granted by the Franchise Agreement, including, without limitation, the right to use the Proprietary Marks or the GNC System; (ii) the execution of this Agreement shall not be deemed to grant any such rights, powers or privileges to Developer;

and (iii) Developer may not under any circumstances commence operations of any GNC Store prior to Franchisor's approval and execution of a Franchise Agreement for that particular GNC Store.

11. TRANSFERS

11.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of this Agreement and its rights or obligations herein to any person or Entity without Developer's consent and upon such transfer or assignment, the transferee or assignee shall be solely responsible for all of Franchisor's obligations arising out of this Agreement subsequent to the transfer or assignment. In addition, Franchisor shall have the right to delegate performance of any and all of its obligations and duties hereunder. Developer agrees and affirms that Franchisor may sell its assets, the Proprietary Marks and/or the GNC System to a third-party; may offer its securities privately or publicly; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Developer further agrees and affirms that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as GNC Stores operating under the Proprietary Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which Developer acknowledges may be proximate to any of its Stores. With regard to any of the above sales, assignments and dispositions, Developer expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Proprietary Marks (or any variation thereof) and the GNC System and/or the loss of association with or identification of General Nutrition Corporation under this Agreement. If Franchisor assigns its rights in this Agreement, nothing in this Agreement shall be deemed to require Franchisor to remain in the business of offering franchise or development agreements for GNC Stores or to offer or sell any products or services to Developer.

11.2 Transfer by Developer. Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and are granted in reliance on Developer's business skill, financial capacity and personal character. Accordingly, neither Developer nor any immediate or remote successor to any part of Developer's interest in this Agreement, nor any individual or Entity which directly or indirectly controls Developer, shall sell, assign, transfer, convey, or give away (each a "Transfer"), in whole or in part, any direct or indirect interest in this Agreement or in Developer without the prior written consent of Franchisor. In, addition, if Developer is an Entity, the Principals of Developer shall not Transfer their equity interest in Developer without the prior written consent of Franchisor. Furthermore, in the event any Principal of Developer is an Entity, the interest of any such Principal may not be Transferred without the prior written consent of Franchisor. Any Transfer in violation of this Agreement shall be null and void and of no force and effect, and shall constitute a material breach of this Agreement, for which Franchisor may then terminate without opportunity to cure pursuant to Section 12.3 of this Agreement.

11.3 Conditions to Transfer. Franchisor shall not unreasonably withhold its consent to any Transfer as described in Section 11.2 above; provided, however, Franchisor may require, in its sole discretion, as a condition of its approval of any such Transfer:

(i) All of Developer's accrued monetary obligations to Franchisor or any Affiliate of Franchisor shall have been satisfied, all or a portion of which Franchisor may require to be paid in immediately available funds including wire transfers, on or before the date of Transfer;

(ii) Developer is not in default of any provisions of this Agreement or any other agreement with Franchisor, including any Franchise Agreements;

(iii) Developer (and if Developer is an Entity, then its Principals) shall have executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and any of its Affiliates and their respective officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;

(iv) The transferee (and, if the transferee is an Entity, then its Principals) shall enter into a written agreement, in a form prescribed by Franchisor, assuming and agreeing to discharge all of Developer's obligations under this Agreement; and the transferee's Principals shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor;

(v) The transferee (and, if the transferee is an Entity, then its Principals) shall demonstrate to Franchisor's satisfaction that they meet Franchisor's managerial and business standards; possess a good moral character and business experience, and have adequate financial resources and capital to, at Franchisor's discretion, either: (i) comply with the Development Schedule set forth this Agreement; or (ii) comply with a revised Development Schedule as set forth in a substitute Development Agreement.

(vi) At Franchisor's option, the transferee (and, if the transferee is an Entity, then its Principals) shall execute the then-current standard form of Development Agreement, for a term ending on, at Franchisor's discretion, either (i) the expiration date of this Agreement; or (ii) a mutually-agreed upon expiration date, and all such ancillary agreements as Franchisor may require, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement;

(vii) Developer and each guarantor of this Agreement shall remain liable for all obligations of Developer's business prior to the effective date of the Transfer and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(viii) Developer shall transfer all of its right, title and interest in each Franchise Agreement executed and GNC Store operating pursuant to this Agreement to the transferee, subject to the terms and conditions of each Franchise Agreement;

(ix) Except in the case of a Transfer to an Entity formed for the convenience of ownership, a transfer fee in the amount of \$10,000, or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing and

approving the Transfer;

(x) The terms and conditions of the proposed Transfer shall be satisfactory to Franchisor; and/or

(xi) Neither the transferee nor any of its Affiliates or Principals shall be associated with or own a direct or indirect interest in a Competitive Business.

Developer acknowledges and agrees that each condition which must be met by the transferee is necessary to assure such transferee's full performance of the obligations hereunder.

11.4 Offerings By Developer. Securities in Developer may not be offered to the public by private offering or otherwise without the prior written consent of Franchisor. If securities of Developer are offered to the public, all materials required for any such offering by federal or state law shall be submitted to Franchisor for review prior to their use or filing with any government agency; and any materials to be used in any offering exempt from federal or state securities laws shall be submitted to Franchisor for review prior to their use. No such Developer offering shall imply (by use of the GNC Proprietary Marks or otherwise) that Franchisor is participating as underwriter, issuer, or offeror of Developer's or Franchisor's securities; and Franchisor's review of any offering shall be limited solely to the subject of the relationship between Developer and Franchisor. Developer and other participants in the offering must fully indemnify Franchisor in connection with the offering. For each proposed offering, Developer shall pay Franchisor a non-refundable fee in such amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering materials. Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this section.

11.5 Transfer Upon Death or Incapacity.

(i) Upon the death or Incapacity of any person with an interest in this Agreement or in Developer (the effect of which would cause the Business to temporarily or permanently cease to operate in full compliance with all requirements of this Agreement), Developer shall immediately notify Franchisor of such event. Franchisor may, at its sole discretion, but without any obligation to do so, immediately enter upon the premises of the Business, and install a manager to manage and operate the Business for such time as Franchisor deems necessary, or until an approved Transfer in accordance with the terms of Section 11 occurs. Franchisor shall be entitled to reasonable compensation and recoupment of expenses incurred during this period. If Franchisor assumes management of the Business, Developer acknowledges that Franchisor will have a duty to use only reasonable efforts and will not be liable to Developer or its Principals for any debts, losses or obligations of the Business, or to Developer's creditors for any supplies or services the Store purchases while the Franchisor manages the Business.

(ii) Upon the death or Incapacity of any person with an interest in this Agreement or in Developer (the Transfer of which interest would have the effect of transferring a controlling interest in the Business), the executor, administrator, or personal representative of such person shall transfer their interest within six (6) months after such death or Incapacity to a third party approved by Franchisor. Such Transfers, including without limitation, Transfers by devise

or inheritance, shall be subject to the same conditions as any inter vivos Transfer (transfer by conveyance). However, in the case of Transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 11, the personal representative of the deceased person shall have a reasonable time to dispose of the deceased's interest in this Agreement and the Franchised Business, which disposition shall be subject to all the terms and conditions for Transfers contained in this Agreement. If an approved Transfer is not effected, within a reasonable time, not to exceed six (6) months, Franchisor may terminate this Agreement.

11.6 Non-Waiver of Claims. Franchisor's consent to a Transfer of any interest in this Agreement or in Developer shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

12. DEFAULT AND TERMINATION

12.1 Timely Performance. The rights granted to Developer in this Agreement have been granted in reliance on Developer's representations and assurances, among others, that the conditions set forth in this Agreement will be met by Developer in a timely manner.

12.2 Automatic Termination Without Notice. Developer shall be deemed in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Developer, if:

(i) Developer becomes insolvent, fails to pay debts as they come due and/or admits in writing its inability to pay debts as they come due, or makes a general assignment for the benefit of creditors;

(ii) Developer files a petition under any bankruptcy or reorganization law or such a petition is filed against and not opposed by Developer;

(iii) Developer is adjudicated bankrupt or insolvent;

(iv) A bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer;

(v) A receiver or other custodian (permanent or temporary) of Developer's business or assets or any part thereof is appointed by any court of competent jurisdiction;

(vi) Proceedings for a composition with creditors under any applicable law should be instituted by or against Developer;

(vii) A final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed);

(viii) Execution is levied against Developer's business or assets; or

(ix) Suit to foreclose any lien or mortgage against the Developer's business or assets is instituted against Developer and not dismissed within thirty (30) days.

WAIVER OF AUTOMATIC STAY

If Franchisee shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended (the "Bankruptcy Code"), (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief to debtors, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator, or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any bankruptcy, insolvency, or relief for debtors, then (a) Franchisor shall thereupon be entitled to relief from any automatic stay imposed by § 362 of the Bankruptcy Code, or any similar provision, (b) Franchisee hereby stipulates and agrees that "cause" under § 362 (c) of the Bankruptcy Code exists for relief from the automatic stay, (c) Franchisee hereby expressly waives any protection afforded by the automatic stay and any objection to Franchisor's relief therefrom, and (d) Franchisee agrees not to oppose or object to such relief.

12.3 Events of Default. The occurrence of any of the following events shall be deemed a default (a "Default") under this Agreement:

(i) If Developer fails to comply with the Development Schedule or fails to maintain in continuous operation the minimum cumulative number of GNC Stores required by the Development Schedule to be in operation during the applicable time period;

(ii) If Developer or any Bound Party breaches or fails to comply fully with Section 13 hereof;

(iii) If Developer makes or attempts to make a Transfer in violation of Section 11 hereof;

(iv) If Developer, any Principal or any person executing the guarantee attached hereto is convicted of or pleads guilty or no contest to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the GNC System, the GNC Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein;

(v) If Developer or any of its Principals, employees, agents or representatives make or give, or have made or given, to Franchisor any material representation or any false, misleading, inaccurate or incomplete information, whether written or oral, in connection with this Agreement, or in connection with the operation of Developer's Business pursuant to this Agreement;

(vi) If Developer or any of its employees, agents or representatives engage in fraudulent conduct, including knowingly maintaining false books or records or submitting or making any false reports or statements to Franchisor;

(vii) If Developer engages in illegal activities in connection with the operation of Developer's Business;

(viii) If Developer fails to comply with any federal, state or local law or regulation applicable to the operation of the Business;

(ix) If Developer fails to pay the Development Fee or any other payments due in connection with this Agreement when due, and fails to cure such default within five (5) days' written notice of such default;

(x) Developer fails to pay when due any amount owed to any creditor, supplier or lessor of any GNC Store developed hereunder or any taxing authority for federal, state or local taxes (other than amounts being bona fide disputed through appropriate proceedings) and Developer does not correct such failure within 10 calendar days after written notice is delivered thereof to Developer;

(xi) If Developer commits a breach or default under any Franchise Agreement entered into pursuant to this Agreement or any agreement ancillary thereto or any other agreement between Developer and Franchisor and fails to cure such default within the applicable cure period, if any, specified in such agreement, regardless of whether Franchisor in fact terminates such Franchise Agreement, ancillary agreement or other agreement;

(xii) If Developer is dissolved either voluntarily or involuntarily;

(xiii) Developer has received at least three default notices from Franchisor within a 12 month period, even if such default is subject to a right to cure or is cured after notice is delivered to Developer;

(xiv) Developer or any guarantor of its obligations under this Agreement becomes a Specially Designated National or Blocked Person or fails to comply with Section 29 of this Agreement, including a breach of the representations set forth in Section 29 or Franchisor discovers through notice from Developer or through its own investigation that representations set forth in Section 29 are or have become false.

(xv) Except for the defaults set forth in Section 12.2 and Sections 12.3(i) – (xiv) above, if Developer fails to comply with any other terms or conditions of this Agreement, and fails to cure such default or breach (if capable of cure) within fifteen (15) days after receipt of notice of such default or breach.

12.4 Remedies. Upon Developer's Default under this Agreement, Franchisor, in its sole discretion, may do any one or more of the following (subject to Developer's right to cure certain Defaults within the prescribed time periods as described in Section 12.3 above):

(i) Terminate this Agreement and all rights granted hereunder effective immediately upon receipt by Developer of written notice;

(ii) Reduce the number of GNC Stores which Developer is herein granted the right to develop without refunding any portion of any Development Fee;

(iii) Reduce the size of the Development Area granted to Developer in Section 1 hereof; or

(iv) Accelerate the Development Schedule.

12.5 Termination of Rights. Upon termination of this Agreement, Developer shall have no right to establish or operate a GNC Store for which a Franchise Agreement has not been executed by Franchisor and delivered to Developer at the time of termination. Franchisor shall be entitled to establish, and to license others to establish, GNC Stores in the Development Area except as may be otherwise provided for under any Franchise Agreement which has been executed between Franchisor and Developer.

12.6 Cross Default. Any default under any Franchise Agreement entered into pursuant to this Agreement, or any default under any Related Agreement, shall constitute a Default under Section 12.3 of this Agreement.

12.7 Cross Termination. In the event of the termination of this Agreement by Franchisor under this Section 12, Franchisor shall be entitled, at its option, to terminate any or all Related Agreements immediately upon written notice. This means that Franchisor may, at its option, immediately terminate, upon notice and without opportunity to cure, any or all other agreements between (i) Franchisor (or its Affiliates) and (ii) Developer, its Affiliates or Principals or any Entity in which Developer or any Principal, manager, partner or joint venture of Developer, directly or indirectly, has any interest of ownership or participation. Developer acknowledges that this provision may result in the termination of one or more other Related Agreements that may or may not relate directly to the Business. Developer further acknowledges that this provision may result in the termination of one or more other development agreements or franchise agreements for other GNC Stores and any agreements related to those other GNC Stores, regardless of location.

12.8 Required Actions by Developer. Upon termination or expiration of this Agreement for any reason, in addition to any requirements pursuant to Section 12.9 below, Developer shall:

(i) Immediately cease to operate Developer's Business and shall not thereafter directly or indirectly represent to the public or hold itself out as a present or former developer of Franchisor;

(ii) Immediately and permanently cease to use in any manner whatsoever any Confidential Information and Proprietary Marks;

(iii) Promptly pay all sums owing to Franchisor and its Affiliates;

(iv) Promptly pay to Franchisor all damages, costs and expenses, including

reasonable attorneys' fees and court costs, incurred by Franchisor in connection with the termination of this Agreement, whether incurred before or after such termination; and

(v) Turn over to Franchisor all manuals, records, files, instructions, correspondence and all other materials relating to the operation of the Business which are in Developer's possession and all copies thereof.

12.9 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, any and all rights granted to Developer hereunder shall be extinguished immediately, and Developer shall not be relieved of any of its obligations, debts or liabilities hereunder. All rights and licenses granted to Developer hereunder to develop GNC Stores shall revert to the Franchisor, and Franchisor shall have the right to develop, or license others to develop, without any obligation to Developer, GNC Stores in the Development Area. Developer shall have no further rights to develop GNC Stores, and Developer shall immediately cease all use of the Proprietary Marks, except as permitted under the terms of a fully executed Franchise Agreement that is in effect at the time of the termination or expiration. With respect to such then-effective Franchise Agreements, subject to Franchisor's rights under Sections 12.6 and 12.7, Developer shall retain its interest as a franchisee thereunder, provided that Developer is not in default under such Franchise Agreements. Upon the termination or expiration of this Agreement, Developer shall also undertake the following: (i) strictly comply with the post-termination/post-expiration covenant not to compete and non-solicitation covenant set forth herein; and (ii) continue to abide by those restrictions pertaining to the use of Franchisor's Confidential Information as set forth herein. The expiration and termination of this Agreement will be without prejudice to the rights of the Franchisor against Developer and the expiration or termination will not relieve Developer of any of its obligations to Franchisor existing at the time of such expiration or termination, or terminate those obligations of the Developer which by their nature survive the expiration or termination of this Agreement.

13. RESTRICTIVE COVENANTS

13.1 Covenants Not to Compete.

(i) Non-Competition during Term. In addition to and not in limitation of any other restrictions on Developer contained herein, Developer and Developer's spouse, and, if Developer is not an individual, its owners, shareholders, members, partners and managers, as applicable, and their spouses (each, a "Bound Party"), agree that they will not, during the term of this Agreement, directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity, (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business (as defined below), regardless of location or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business, regardless of location.

(ii) Post-Term Non-Competition. In addition to and not in limitation of any other restrictions on Developer contained herein, Developer and the Bound Parties agree that they will not, for one year following the effective date of termination or expiration of this Agreement for any reason, or following the date of a Transfer by Developer, directly or indirectly,

for and on behalf of itself, himself, herself or any other person or entity, (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business which, in either case, is located or operating within a five mile radius of any GNC Store.

(iii) General. For purposes of this Agreement, the term “Competitive Business” means any business operating, or granting franchises or licenses to others to operate, a store or other business that offers for sale goods or services that are the same as or similar to those distributed to or offered at a GNC Store (other than another GNC Store operated by Developer under license from Franchisor). Neither Developer nor the other Bound Parties will be prohibited from owning securities in a Competitive Business if they are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of the number of shares of that class of securities which are issued and outstanding. The parties acknowledge that the covenants contained in this Section 13.1 are based on the reason and understanding that Developer and the Bound Parties will possess knowledge of Franchisor’s business and operating methods and confidential information, disclosure and use of which would prejudice the interest of Franchisor and its franchisees. Developer further understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that would result from breach of these covenants. If any part of this restriction is found to be unreasonable in time or distance, such time or distance may be reduced by appropriate order of the court to that deemed reasonable. Franchisor shall, as a matter of course, receive injunctive relief to enforce such covenants in addition to any other relief to which it may be entitled at law or in equity. Franchisor shall receive such injunctive relief without the necessity of posting bond or other security, such bond or other security being hereby waived.

13.2 Non-Solicitation of Employees. Developer and the Bound Parties agree that while this Agreement is in effect and for one year after expiration or termination of this Agreement for any reason, or following the date of a Transfer by Developer, they will not, directly or indirectly, solicit or attempt to solicit, or otherwise interfere with or disrupt the employment relationship between Franchisor and any of its employees or between any other GNC franchisee and its employees.

13.3 Confidential Information. Developer acknowledges and agrees that in connection with the development and operation of GNC Stores and the GNC System, Franchisor has developed, at great expense, competitively sensitive proprietary and confidential information which is not known or available to the public. Developer and each Bound Party shall not, during the term of this Agreement or thereafter, directly or indirectly, communicate, divulge, copy or use for such party’s benefit, or the benefit of any other person or Entity, any of Franchisor’s Confidential Information, except as required to carry out Developer’s obligations under this Agreement or as Franchisor has otherwise authorized in writing. All Confidential Information is the sole and exclusive property of Franchisor. Developer shall divulge such Confidential Information only to such of its employees who have executed covenants as required under this Section 13.3 and who must have access in connection with their employment to operate the Developer's Business. Developer agrees that it and all of its employees and agents will take appropriate steps to protect the Confidential Information from any unauthorized, disclosure, copying or use. Developer and the

Bound Parties shall be liable to Franchisor for any breach of these confidential obligations by a Bound party or by Developer, its Principals, managers, employees, agents, representatives or contractors. At any time, upon Franchisor's request, and, in any event upon termination or expiration of this Agreement, Developer will immediately stop using and return any copies of documents containing Confidential Information and will take appropriate steps to permanently delete and render unusable, any Confidential Information stored electronically and certify the same to Franchisor in writing.

13.4 Irreparable Harm. Developer and the Bound Parties acknowledge that the provisions of this Section 13 are and have been a primary inducement to Franchisor to enter into this Agreement, and that any failure to comply with the requirements of Section 13 will cause Franchisor irreparable injury without an adequate remedy at law. Developer and the Bound Parties agree to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 13.

13.5 Personal Covenants of Bound Parties. As a condition to the effectiveness of this Agreement, and at the time Developer delivers this signed Agreement to Franchisor, each Bound Party of Developer must sign and deliver to Franchisor the Personal Covenants attached hereto as Exhibit A (the "Personal Covenants"), agreeing to be bound personally by all the provisions of this Section 13. If there are any changes in the identity of any such Bound Party while this Agreement is in effect, Developer must notify Franchisor promptly and make sure the new Bound Party signs and delivers to Franchisor the Personal Covenants.

13.6 Agreements by Other Third Parties. As a condition to Franchisor's execution of this Agreement, Developer, if requested by Franchisor, shall cause each of its management and supervisory employees and other employees to whom disclosures of Confidential Information are made, or who may have access to Confidential Information, to execute a noncompetition, nonsolicitation and/or nondisclosure agreement in the form(s) prescribed by Franchisor from time to time. Such agreement shall include, without limitation, specific identification of Franchisor as a third party beneficiary of such agreements with the independent right to enforce them.

14. RIGHT OF FIRST REFUSAL

14.1 Transfer of Developer. If during the term of this Agreement, Developer shall receive a bona fide offer from a prospective purchaser for any interest in Developer or any GNC Stores (whether by sale of assets, sale of equity interest, merger, consolidation or otherwise), it shall first offer the same to Franchisor in writing at the same price and on the same terms or the monetary equivalent; which offer Franchisor may accept at any time within 30 days after receipt thereof. If the parties cannot agree on a reasonable monetary equivalent, an independent appraiser designated by Franchisor shall determine the monetary equivalent and the appraiser's determination will be final. If Franchisor declines, or does not within such 30 day period accept, such offer, then Developer may make such Transfer to such purchaser (provided Franchisor approves of such purchaser in accordance with Section 11 and subject to compliance with Section 11), but not at a lower price nor on more favorable terms than have been offered to Franchisor. If Developer fails to complete such Transfer within 90 days following the refusal or failure to act by Franchisor, then Developer may not complete such Transfer without first

offering the same to Franchisor again as provided above. In no event shall Developer or any Principal offer any interest in this Agreement or in Developer or in any Principal for Transfer at public auction, nor at any time shall an offer be made to the public to Transfer this Agreement or any interest in Developer or any Principal, through the medium of advertisement, either in the newspapers or otherwise, without having first obtained the written consent of Franchisor to such advertisement or publication.

14.2 Franchise of Additional Stores. Subject to Franchisor's Retained Rights and to Franchisor's rights under Section 11.1, if, for a period of one (1) year after the expiration of this Agreement, Franchisor identifies within the Development Area a site for development or operation of a new franchised GNC Store, then Franchisor shall grant to Franchisee the right and option to franchise such site by providing to Franchisee written notice and a Franchise Agreement for such site along with Franchisor's then current Franchise Disclosure Document ("Disclosure Document"). To exercise its option to franchise the site Franchisor has identified, Franchisee must execute the Franchise Agreement and Disclosure Document receipt and return both items to Franchisor with the then-current initial franchise fee on or before expiration of thirty (30) days from receipt of Franchisor's notice. If Franchisee does not elect to exercise the option in the specified manner within such period, or waives its right prior to expiration of such period by written notice to Franchisor, then Franchisor, or its Affiliate, shall have the right (without any liability whatsoever to Franchisee) to license such right to another franchisee, and Franchisee's right and option to such site shall expire and be of no further force or effect. The right of first refusal in this Section 14.2 shall not apply to sites identified by Franchisor within the Development Area that Franchisor or its Affiliates will own and operate themselves as GNC corporate Stores. This Section 14.2 shall survive the expiration of this Agreement.

15. OWNERSHIP OF DEVELOPER

Attached hereto as Exhibit B is a description of the legal organization of Developer (whether a corporation, limited, liability company, partnership, sole proprietorship, or otherwise), the names and addresses of each person or entity owning a any interest in Developer (the "Principal Owners") and the percentage of such interest owned by such person or entity. Developer agrees to notify Franchisor in writing whenever there is any change in the organizational structure or ownership interest of Developer as set forth on Exhibit B. Franchisor may require each Principal to execute the Guaranty Agreement attached hereto as Exhibit C.

16. SUCCESSORS AND THIRD PARTY BENEFICIARIES

This Agreement and the covenants, restrictions and limitations contained herein shall be binding upon and shall inure to the benefit of Franchisor and its successors and assigns and shall be binding upon and shall inure to the benefit of Developer and its heirs, personal representatives, successors and permitted assigns. Nothing in this Agreement is intended, nor is deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. This Agreement is, however, intended to bind the Bound Parties to the extent set forth in this Agreement.

17. CONSTRUCTION

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, and any other gender, as the context or sense of this Agreement or any provision hereof may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Developer shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Developer, if more than one person is so named. Except where this Agreement expressly obligates Franchisor not to unreasonably withhold its approval of any of Developer's actions or requests, Franchisor has the absolute right, in its sole and arbitrary discretion, to refuse any request Developer makes or to withhold its approval of any of Developer's proposed or effected actions that require Franchisor's approval.

18. INTERPRETATION AND HEADINGS

The parties agree that this Agreement should be interpreted according to its fair meaning. Developer waives to the fullest extent possible the application of any rule which would construe ambiguous language against Franchisor as the drafter of this Agreement. The words "include," "includes" and "including" when used in this Agreement will be interpreted as if they were followed by the words "without limitation." References to section numbers and headings will refer to sections of this Agreement unless the context indicates otherwise. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

19. NOTICES

Any notice, demand, consent, approval, request, offer, waiver or other communication permitted or required to be given hereunder shall be in writing and shall be either (i) personally delivered, (ii) mailed by prepaid first class registered or certified mail, return receipt requested, or (iii) sent by Federal Express or other nationally recognized overnight delivery service, to the party entitled or required to receive the same at the address first above written, or to such other addresses as a party may designate by notice to the other party in accordance with this Section 19. All such notices, demands, consents, approvals, requests, offers, waivers and other communications will (a) if delivered personally in the manner and to the address provided in this Section, be deemed given upon delivery, (b) if delivered by mail in the manner, and to the address provided in this section, be deemed given on the earlier of the fourth business day following mailing or upon receipt, and (c) if delivered by overnight courier in the manner and to the address provided in this Section, be deemed given on the earlier of receipt or the first business day following the date sent by such overnight courier.

20. APPLICABLE LAW

20.1. Governing Law. This Agreement has been entered into and shall be governed by, and construed, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law; provided, however, that if any provision of this Agreement would not be enforceable under the laws of Pennsylvania, and if the Business is located outside of Pennsylvania, and further, if such provision would be

enforceable under the laws of the state in which the Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this choice of law provision is intended to make applicable any state franchise law that would otherwise not be applicable.

20.2 Arbitration. Except as set forth in Section 20.3 below, any claims between Franchisor and Franchisee shall be resolved by arbitration using the procedures set forth below.

(i) The arbitration shall be conducted in Pittsburgh, Pennsylvania by a Board of Arbitrators selected as provided below using the then-prevailing commercial arbitration rules of a recognized independent alternate dispute resolution service to be selected by Franchisor such as the American Arbitration Association, JAMS/Endispute or United States Mediation and Arbitration.

(ii) The Board of Arbitrators shall consist of three disinterested attorneys skilled in the subject matter of the issues in dispute. Within twenty (20) days of the institution of the arbitration, one of such arbitrators shall be selected by the Franchisor and the second arbitrator shall be selected by Franchisee. The two arbitrators so selected shall select the third arbitrator within twenty (20) days after the last of the first two arbitrators is selected.

(iii) The Board of Arbitrators, as promptly as practicable after selection of the members thereof, shall give to each of the parties a written notice stating the time and place of the hearing upon the matters and questions submitted for arbitration. Such notice shall be given not less than thirty (30) days before the date of such hearing. At such hearing, the Board of Arbitrators shall proceed to a determination of the matters and questions submitted for arbitration. Each of the parties shall be entitled to be represented at such hearing, by counsel or otherwise, and to submit evidence and present arguments in respect of the issues in dispute.

(iv) Promptly upon conclusion of the arbitration, the Board of Arbitrators shall submit to each of the parties a written statement of its findings and determinations and issue an award to the prevailing party. Action concurred in by any two of the arbitrators shall constitute action of the Board of Arbitrators. Such findings and determinations shall be final and binding upon the parties for all of the purposes hereof, subject to applicable law governing review of arbitration awards.

(v) In addition to the award, the statement of the Board of Arbitrators as to its findings and determinations shall also set forth the amount of the expenses of the arbitration and shall state the portion, if any, of such amount payable by Franchisee and the portion, if any, of such amount payable by Franchisor. Each of the parties shall promptly pay to the Board of Arbitrators the amount, if any, so stated. If the award of the Board of Arbitrators includes an award for a sum of money, the award may be entered as a judgment in any court of competent jurisdiction.

(vi) **EACH ARBITRATION ACTION SHALL BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE AGREES THAT EACH ARBITRATION PROCEEDING WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND WILL NOT BE COMMENCED OR PROCEEDED WITH AS A CLASS ACTION.**

TO THE EXTENT PERMITTED BY LAW, FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST FRANCHISOR OR ITS AFFILIATES BY WAY OF CLASS ACTION.

(vii) Disputes concerning the validity or scope of this Section 20, including whether a dispute is subject to arbitration, are beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq., as amended from time to time. The provisions of this Section 20 shall continue in full force and effect subsequent to any expiration or termination of this Agreement.

(viii) Notwithstanding the foregoing, Franchisor shall not be precluded from seeking provisional remedies in the courts of any jurisdiction including, but not limited to, temporary restraining orders and preliminary injunctions, to protect its rights.

20.3. Litigation. Franchisor may, in its sole discretion and notwithstanding the foregoing, opt out of arbitration and elect to litigate in a court of law any claims it may have against Franchisee.

20.4. Forum Selection; Venue. If Franchisor selects litigation or notwithstanding the provisions of this Agreement to the contrary, if a court determines that a Developer is entitled to bring and maintain an action against Franchisor in a court of law, then and in that event, the parties agree that any action brought by Developer or any person or Entity claiming through Developer against Franchisor or its Affiliates in any court, whether federal or state, shall be brought and completed only within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties expressly waive all objections to personal jurisdiction or venue or that the forum is inconvenient for the purpose of carrying out this provision. The parties also agree that Franchisor may bring any action against Developer in any court, whether federal or state, within or outside of the Commonwealth of Pennsylvania. If Franchisor brings an action or other proceeding against Developer in any state or federal court located within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business, Developer accepts generally and unconditionally the *in personam* jurisdiction and venue of the aforesaid courts and waives any defense of *forum non conveniens*.

20.5. Waiver of Jury Trial, Punitive Damages and Class Actions.

(i) Franchisor and Developer agree that in any litigation, suit, action, counterclaim, crossclaim or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, or any and all transactions contemplated hereunder or thereunder, the performance of this Agreement, or the relationship between the parties or otherwise, trial shall be by a court of competent jurisdiction and not by a jury. Franchisor and Developer hereby irrevocably waive any right either party may have to a trial by jury. Either Franchisor or Developer may file an original counterpart or a copy of this Agreement

with any court as written evidence of the consent of Franchisor and Developer to the waiver of their right to trial by jury.

(ii) Except for actions for trademark, trade dress or trade name infringement or other infringement or misappropriation of Franchisor's proprietary rights to any trademark, trade dress, patent, copyright, trade secret or other proprietary information, Franchisor and Developer hereby waive, to the fullest extent permitted by law, any right to or claim for multiple, punitive or exemplary damages against the other and agree that in the event of any action between them, no party shall seek multiple, punitive or exemplary damages with respect to any claim or cause of action against the other party, whether in arbitration, mediation or litigation, and each party shall be limited to the recovery of any actual damages sustained by it and costs and expenses.

(iii) ANY LITIGATION ACTION SHALL BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. TO THE EXTENT PERMITTED BY LAW, DEVELOPER AGREES THAT ANY LITIGATION PROCEEDING WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND WILL NOT BE COMMENCED OR PROCEEDED WITH AS A CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST FRANCHISOR OR ITS AFFILIATES BY WAY OF CLASS ACTION.

20.6. Claims Period. Any and all claims and actions arising out of or relating to this Agreement, the relationship between Developer and Franchisor, or the operation of the Business brought by any party to this Agreement against another party to this Agreement, shall be commenced within the earlier of one (1) year from the discovery of the facts giving rise to such claim or action, or the expiration of such earlier limitations period as may be prescribed by applicable law, or such claim or action shall be barred; provided, however, that this time limitation shall not apply to unperformed financial obligations of Developer to Franchisor or indemnity obligations relating to third party claims of creditors or claimants against the Business.

20.7. Cumulative Remedies. No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

20.8. Attorneys' Fees and Costs. In any litigation, mediation, arbitration, or other legal action relating to or in connection with the Business, this Agreement or the relationship between the parties, to the extent Franchisor is the prevailing party, Franchisor shall be entitled to recover its reasonable costs and expenses, including attorneys' fees, paralegal fees, investigative costs, and court costs incurred in connection therewith, whether such costs, fees and expenses are incurred before or at trial, on appeal, during any insolvency or bankruptcy proceedings, during any post-judgment collection proceedings, or otherwise, from Developer.

21. WAIVER

No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right,

option, duty or power arising from any default or breach by Developer shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or a different kind; nor shall any delay or omission of Franchisor to exercise any right arising from any such default affect or impair Franchisor's rights as to such default or any future default.

22. SEVERABILITY

If any term, restriction or covenant of this Agreement is deemed invalid or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstance is deemed invalid or unenforceable, the application of such terms, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

23. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

23.1 Independent Contractor. It is the express intention of the parties hereto that Developer is and shall be an independent contractor under this Agreement, and no partnership, joint venture, fiduciary relationship or other special relationship shall exist between Developer and Franchisor. This Agreement does not constitute Developer as the agent, legal representative or employee of Franchisor for any purpose whatsoever, and Developer is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, Franchisor or in any way to bind Franchisor. Developer agrees not to incur or contract for any debt or obligation on behalf of the Franchisor, or commit any act, make any representation or advertise in any manner, which may adversely affect any right of Franchisor, or be detrimental to the good name and reputation of Franchisor or any other developers of Franchisor.

23.2 Indemnification. Developer agrees to indemnify and hold harmless Franchisor, its Affiliates, and their respective shareholders, officers, directors, employees, agents, successors and assignees (the "Indemnified Parties") from and against any and all claims, obligations, lawsuits, demands, investigations, damages, losses and liabilities arising directly or indirectly from, as a result of, or in connection with Developer's ownership or operation of the Business or breach of this Agreement, as well as the costs, including attorneys' fees and court costs, of defending against them. However, Franchisee shall not be required to indemnify Franchisor for any claims to the extent arising out of the gross negligence or intentional misconduct of the Franchisor. Franchisor has the exclusive right to defend any such claim. Under no circumstances will Franchisor or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover fully a claim against Developer.

24. DELEGATION BY FRANCHISOR

Franchisor shall have the right to delegate performance of any or all of its obligations and duties hereunder. Developer hereby agrees to such delegation.

25. REVIEW OF AGREEMENT

Developer acknowledges that it has had a copy of the Franchisor's franchise disclosure document for not less than 14 calendar days, and this Agreement in final complete form in its possession for not less than 7 calendar days. Developer has had the opportunity to have this Agreement and the business offered hereunder reviewed by professionals of Developer's choosing prior to executing this Agreement.

26. NO RIGHT OF SET OFF

Developer agrees that it will not set off or withhold payment of any amounts it owes Franchisor on the grounds of Franchisor's alleged nonperformance of any of Franchisor's obligations under this Agreement or for any other reason. Developer agrees that all such claims will, if not otherwise resolved, be submitted to arbitration as provided in Section 20.

27. ENTIRE AGREEMENT

This Agreement and any addendum, schedule or exhibit attached hereto contains the entire agreement between the parties hereto relating to the subject matter hereof and no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, have been made or relied upon by the parties other than those set forth herein; provided, that nothing in this Agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document provided to Developer. No agreement altering, changing, waiving or modifying any of the terms and conditions of this Agreement shall be binding upon either party unless and until the same is made in writing and executed by all of the parties. This Agreement may not be amended or supplemented by a course of conduct.

28. COUNTERPARTS

This Agreement may be signed and delivered in multiple counterpart copies, including by facsimile or other electronic means, each of which will be deemed an original.

29. BLOCKED PERSONS OR ENTITIES

Developer represents and warrants to Franchisor that, to its actual and constructive knowledge: (i) neither Developer (including, for purposes of this section, its Principals, directors and officers), nor any of its Affiliates, funding sources or guarantors, is identified on the list of the U.S. Treasury's Office of Foreign Assets Control ("OFAC"); (ii) neither Developer nor any of its Affiliates or guarantors are directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither Developer nor any of its Affiliates or guarantors are acting on behalf of a government of, or are involved in business arrangements or other transactions with, any country that is subject to such an embargo. Developer agrees to notify Franchisor in writing immediately upon the occurrence of any event which would cause the foregoing representations and warranties of this Section 29 to be incorrect in any respect. Notwithstanding anything to the contrary in this Agreement,

Developer may not allow or sustain a Transfer to a Specially Designated National or Blocked Person or to an Entity in which a Specially Designated National or Blocked Person has an interest.

30. DEVELOPER'S ACKNOWLEDGMENTS

30.1 NO GUARANTEE. DEVELOPER ACKNOWLEDGES THAT IT HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS TO BE DEVELOPED HEREUNDER, AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT INVOLVES BUSINESS RISKS AND THAT ITS SUCCESS WILL BE LARGELY DEPENDENT UPON THE ABILITY OF DEVELOPER AS AN INDEPENDENT BUSINESS PERSON. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND DEVELOPER ACKNOWLEDGES THAT DEVELOPER HAS NOT RECEIVED, ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

30.2 RECEIPT. DEVELOPER ACKNOWLEDGES THAT DEVELOPER HAS RECEIVED A COPY OF THIS AGREEMENT, THE ATTACHMENTS THERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY, AT LEAST SEVEN (7) DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED.

30.3 UNDERSTANDING OF THE AGREEMENT. DEVELOPER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, THE ATTACHMENTS HERETO, IF ANY, AND AGREEMENTS RELATING THERETO, IF ANY; AND, THAT FRANCHISOR HAS ACCORDED DEVELOPER AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF ITS OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT.

30.4 NO FURTHER REPRESENTATIONS. DEVELOPER HAS NO KNOWLEDGE OF ANY REPRESENTATIONS BY FRANCHISOR OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SERVANTS ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THE FRANCHISE DISCLOSURE DOCUMENT PROVIDED TO DEVELOPER, THIS AGREEMENT OR THE DOCUMENTS INCORPORATED HEREIN. DEVELOPER REPRESENTS THAT IT HAS MADE NO MISREPRESENTATIONS IN OBTAINING THIS AGREEMENT.

30.5 RESPONSIBILITY FOR SITE SELECTION. DEVELOPER ACCEPTS FULL RESPONSIBILITY AND OBLIGATION FOR SELECTION OF SITES FOR GNC STORES AND ACKNOWLEDGES THAT IT IS MAKING AN INDEPENDENT INFORMED BUSINESS DECISION REGARDING A PROPOSED SITE AND THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR INFORMATION FROM OR SUPERIOR KNOWLEDGE OF FRANCHISOR OR FRANCHISOR'S AFFILIATES REGARDING THE SUCCESS OF A PROPOSED SITE. DEVELOPER ACKNOWLEDGES THAT FRANCHISOR'S APPROVAL OR ACCEPTANCE OF A SITE DOES NOT CONSTITUTE RECOMMENDATION OR ENDORSEMENT OF THE LOCATION OF THE SITE, NOR THAT THE SIZE OF THE MARKET IN WHICH THE SITE IS LOCATED IS ADEQUATE TO SUPPORT A STORE OR

WILL NOT SUBSEQUENTLY BECOME SATURATED, NOR ANY ASSURANCE BY FRANCHISOR THAT THE OPERATION OF ANY SITE WILL BE SUCCESSFUL OR PROFITABLE. DEVELOPER UNDERSTANDS THAT THE SUITABILITY OF A SITE AND THE SUCCESS OF ANY STORE DEPEND ON MANY FACTORS, SOME OF WHICH ARE OUTSIDE THE CONTROL OF EITHER FRANCHISOR OR DEVELOPER (SUCH AS COMPETITION, INTEREST RATES, UNEMPLOYMENT RATES, WORKFORCE AVAILABILITY, DEMOGRAPHIC TRENDS, AND THE GENERAL ECONOMIC CLIMATE), BUT MANY OF WHICH DEPEND ON DEVELOPER'S EFFORTS AND BUSINESS ACUMEN IN OPERATING AND MARKETING THE STORE.

31. DEFINITIONS

For purposes of this Agreement, the terms listed below appearing as initially capitalized terms shall have the meanings set forth below. Other terms used in this Agreement are defined and construed in the context in which they occur.

31.1 Affiliate. "Affiliate" means any person or Entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. For purposes of this definition, "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract or otherwise.

31.2 Business. "Business" means the business carried on by Developer in developing GNC Stores pursuant to this Agreement.

31.3 Confidential Information. "Confidential Information" means all information, however received or learned, relating to the System, trade secrets, financial information, product cost information, margin information, supplier information, pricing data, operating data, financial plans, customer and supplier lists, promotional policies, business plans and strategies, standards and procedures, product formulas and specifications, marketing and sales programs, site selection and marketing methods and techniques, research, development, knowledge, know-how, techniques, skill, technology, data, reports, memoranda and other financial, technical or other business information of Franchisor or its Affiliates, with the exception of: (a) information that, at the time of disclosure, already is published or generally known to the public; (b) information that, after disclosure by Franchisor to Developer, is published or becomes generally known to the public except as a result of the breach of this Agreement; (c) information that Developer can demonstrate was in its possession at the time of disclosure by Franchisor, as evidenced by records kept in the ordinary course of business or by proof of actual prior possession, and was not acquired, directly or indirectly, from Franchisor or any third party in violation of any contractual, fiduciary or legal obligation with respect to the information; or (d) information that is obtained by Developer from any third party lawfully in possession of the information and not in violation of any contractual, fiduciary or legal obligation with respect to the information.

31.4 Entity. "Entity" means any corporation, limited liability company, partnership, joint venture, business trust or similar association or legal entity.

31.5 Governing Documents. “Governing Documents” means the organizational and other governing documents of an Entity.

31.6 Incapacity. “Incapacity” means the inability of Developer or if Developer is an Entity, its Principals, to actively participate in the activities of Developer hereunder for any reason.

31.7 Internet. “Internet” means the Internet or World Wide Web (or any successor) or other on-line network including, but not limited to, those using delivery over computers, televisions, cable, set top boxes, Intranets, MP3 players or personal digital assistants.

31.8 Principals. “Principals” means all persons or Entities holding a legal or beneficial ownership interest in Developer, directly or indirectly, including any Entity directly or indirectly controlling Developer and all persons or Entities that have any other direct or indirect interest in Developer’s assets.

31.9 Proprietary Marks. “Proprietary Marks” mean the trademarks, trade names, service marks, logos, emblems, insignia and other commercial symbols (including the marks “GNC”, “GENERAL NUTRITION CENTER”, and “GNC LIVE WELL”) developed and approved for use by Franchisor under the GNC System from time to time.

31.10 Related Agreements. “Related Agreements” means any agreement entered into between (i) Franchisor or its Affiliates, and (ii) any of Developer, its Affiliates or Principals or any Entity in which Developer or any Principal, manager, partner or joint venturer of Developer, directly or indirectly, has any interest of ownership or participation. Related Agreements include any such agreements whether they are related or unrelated to the Business, and include Franchise Agreements entered into pursuant to this Agreement, as well as any development, franchise or other agreements related to the development or operation of other GNC Store(s) or other GNC franchised businesses.

31.11 Specially Designated National or Blocked Person. “Specially Designated National or Blocked Person” means (i) a person or entity designated by OFAC (or any successor office or agency of the U.S. government) from time to time as a “specially designated national or blocked person” or similar status, (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001, or (iii) a person or entity otherwise identified by government or legal authority as a person with whom Franchisor or its Affiliates are prohibited from transacting business.

31.12 System. “GNC System” or “System” means the methods, techniques, standards and specifications of developing, opening, operating and promoting GNC Stores which operate under the Proprietary Marks and feature distinctive trade dress; interior and exterior building design and Store format; standards and specifications for construction, equipment, signs, furnishings, assistance and training; sales and management assistance and training; operating procedures for the storage, display and sale of the products and services; and specialized methods and techniques for inventory and cost purchasing, customer service, sales promotion and advertising; all of which may be changed, improved and further developed by Franchisor from time to time.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

GENERAL NUTRITION CORPORATION

By: _____

Name: _____

Title: _____

DEVELOPER:

If an Individual: _____

Signature: _____

Printed Name: _____

If other than an Individual: [INSERT ENTITY
NAME]

By: _____

Name: _____

Title: _____

Exhibit A

Personal Covenants

(See Attached)

PERSONAL COVENANTS

Each of the undersigned (“you”) agrees that:

1. All capitalized terms used but not defined in this Personal Covenants shall have the meaning set forth in that certain General Nutrition Corporation Area Development Agreement, dated as of the _____ day of _____, 20__ (the “Development Agreement”), by and between General Nutrition Corporation (“Franchisor”), and (“Developer”).

2. You are a Bound Party.

3. As an inducement to Franchisor to enter into the Development Agreement, and in consideration of the direct and personal benefits you will derive from the Development Agreement, you agree that: (i) you have read and understand all the provisions of Sections 13 and 20 of the Development Agreement; (ii) you will be personally bound by all of the obligations and covenants of Developer contained in Sections 13.1, 13.2, 13.3, 13.4 and 20 as if such obligations and covenants were made and given personally by you directly to Franchisor; and (iii) such obligations and covenants are fair and reasonable and will not deprive you of your livelihood.

4. If any sentence, clause, paragraph, or combination of any of them in Sections 13.1, 13.2, 13.3, 13.4 and 20 of the Development Agreement is held by a court of competent jurisdiction to be unenforceable as applied to you, then such unenforceable sentence, clause, paragraph, or combination may be modified by such court to the extent necessary to render it enforceable, and if it cannot be so modified, it shall be severed and the remainder of Sections 13.1, 13.2, 13.3, 13.4 and 20 shall remain in full force and effect.

5. These personal covenants shall be governed by the internal laws of the State of Pennsylvania, unless the law of your jurisdiction applies as provided for in Section 20 of the Development Agreement.

The undersigned hereby execute and deliver this instrument effective as of the Effective Date of the Development Agreement.

Signature

Signature

Print Name

Print Name

Date: _____, 201__

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Signature

Print Name

Date: _____, 201__

Exhibit B

Developer Information

1. Developer's legal organization (circle one): (a) sole proprietorship; (b) partnership; (c) corporation; (d) limited liability company; or (e) other.
2. If Developer is not a sole proprietor, list of **all** its partners, members or shareholders or others holding **any** ownership interest in Developer:

Name and Address	% interest	Active in Operation of Business? (yes/no)
(a) _____ _____ _____	_____	_____
(b) _____ _____ _____	_____	_____
(c) _____ _____ _____	_____	_____
(d) _____ _____ _____	_____	_____

3. If Developer is not a sole proprietor, list all of its officers, directors, managers and/or general partners:

<u>Name</u>	<u>Title</u>
(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____

[Signature Appears on Following Page]

The undersigned certifies that all information contained in this Exhibit B is accurate and complete, and agrees to notify Franchisor promptly (and in any case within 15 days) upon any change in the information required to be disclosed in this Exhibit B.

DEVELOPER:

If an Individual:

Signature: _____

Printed Name: _____

If other than an Individual: [INSERT ENTITY
NAME]

By: _____

Name: _____

Title: _____

Exhibit C

Guaranty Agreement

(See Attached)

GUARANTY AGREEMENT

In consideration of, and as an inducement to, the execution by General Nutrition Corporation (“Franchisor”) of that certain General Nutrition Corporation Development Agreement, dated _____, 201_ (as the same from time to time may be amended or modified, the “Development Agreement”), by and between _____ (“Developer”) and Franchisor, the undersigned, for the term of the Development Agreement, and thereafter until all obligations of Developer to Franchisor have been satisfied, jointly and severally, do hereby personally, absolutely, and unconditionally guarantee that Developer shall punctually pay and perform each and every undertaking, condition, and covenant set forth in the Development Agreement.

Each of the undersigned further waives acceptance and notice of acceptance of the foregoing obligations of Developer, notice of demand for payment of any indebtedness or for performance of any obligations hereby guaranteed, and any right the undersigned may have to require that an action be brought against Developer or any other person as a condition to the liability of the undersigned.

This Guaranty is a guarantee of payment and performance not merely one of collection. Each of the undersigned further consents and agrees that its liability under this Guaranty shall be direct and immediate and joint and several; that the undersigned shall render any payment or performance required under the Development Agreement upon demand if Developer fails or refuses punctually to do so; that such liability shall not be contingent or conditioned upon the pursuit of any remedies against Developer or any other person; and that such liability shall not be diminished, relieved or otherwise affected by the extension of time, credit or any other indulgence which Franchisor, its affiliates, successors or assigns may, from time to time, grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, or the release of any one or more of the undersigned hereunder, or the consent to assignment of the Development Agreement or any interest in Developer, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable throughout the term of the Development Agreement and any extension or renewal thereof and thereafter until all obligations of Developer to Franchisor have been satisfied.

Until all obligations of Developer to Franchisor have been satisfied, the obligations of the undersigned under this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or in any way modified or affected by, any circumstance or condition (whether or not the undersigned shall have any knowledge or notice thereof), including, without limitation, any bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding, with respect to Developer or its properties or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding. Each of the undersigned specifically waives any rights that may be conferred upon the undersigned as a guarantor or surety under the applicable law of any state. The remedies provided herein shall be nonexclusive and cumulative of all other rights, powers and remedies provided under the Development Agreement or by law or in equity.

The undersigned hereby agree that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder, any term, covenant or condition of the Development Agreement may be amended, compromised, released or otherwise altered by Franchisor and the Developer and the undersigned do guarantee and promise to perform all of the obligations of the Developer under the Development Agreement as so amended, compromised, released or altered.

Upon notice from Franchisor that Developer has failed to pay monies due and owing to Franchisor under the Development Agreement, any and each of the undersigned agree to cure the monetary default within five business days from such notice.

Upon the death of an undersigned, the estate of such undersigned shall be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death. The obligations of the surviving undersigned shall continue in full force and effect.

The undersigned expressly acknowledge that the obligations hereunder survive the termination of the Development Agreement.

Franchisor's failure to enforce all or any portion of its rights under this Guaranty shall not constitute a waiver of its ability to do so at any point in the future.

No delay or failure of Franchisor in the exercise of any right, power, or remedy shall operate as a waiver thereof, and no partial exercise by Franchisor shall preclude any further exercise thereof or the exercise of any other right, power or remedy.

This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without recourse to Pennsylvania (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guaranty would not be enforceable under the laws of Pennsylvania, and if the business franchised under the Development Agreement is located outside of Pennsylvania and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guaranty is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or other doctrine of law of the State of Pennsylvania or any other state, which would not otherwise apply. Any litigation initiated under this Guaranty shall be instituted exclusively at Franchisor's discretion in the most immediate state judicial district and court encompassing Franchisor's headquarters and having subject matter jurisdiction thereof or the United States District Court encompassing Franchisor's headquarters. Each of the undersigned expressly agree that the undersigned is subject to the jurisdiction and venue of those courts for purposes of such litigation. Each of the undersigned hereby waive and covenant never to assert any claim that the undersigned is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

If Franchisor chooses to proceed against the undersigned under this Guaranty, and

Franchisor prevails, the undersigned shall reimburse Franchisor its costs and expenses associated with the proceeding, including its reasonable attorneys' fees, court costs and expenses.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed its signature this _____ day of _____, 201__.

Agreed:

GENERAL NUTRITION CORPORATION

By: _____
Name: _____
Its: _____

GUARANTORS

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

_____(SEAL)
Signature

Address: _____

Social Security No.: _____

Exhibit D

State Addenda to Development Agreement

(See Attached)

**STATE OF HAWAII
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. Section 11.3(iii) of the Agreement contains a provision requiring a general release as a condition of transfer of the Agreement. Such release will exclude claims arising under the Hawaii Franchise Investment Law.
2. Sections 11 and 12 as they relate to transfer and termination are applicable to the extent they are not inconsistent with the Hawaii Franchise Investment Law. Otherwise, the Hawaii Franchise Investment Law will control.
3. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.
4. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Developer

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

By: _____
Print Name: _____

Developer Address: _____

**STATE OF ILLINOIS
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat., Chapter 815, §§ 705/1 through 705/44 (the “Act”), the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. Section 4 of the Act provides that “[a]ny provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of Illinois.” Accordingly, the Agreement is modified by adding the following thereto:

“To the extent that Sections 20.1 and/or 20.4 of the Agreement conflicts with or is unenforceable under Section 4 of the Act, the provisions of Section 4 of the Act shall apply.”

2. Section 11.3(iii) of the Agreement contains a provision requiring a general release as a condition of transfer of the Agreement. Such release will exclude claims arising under the Act.
3. Section 12 of the Agreement as it relates to termination is only applicable to the extent it is not inconsistent with the Act. In the event of any inconsistency, the Act will control.
4. Franchisor and Developer acknowledge, and reference is hereby made to, Section 705/41 of the Act, which provides as follows:

Sec. 41. Waivers Void. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Each provision of this Addendum shall be effective only to the extent, with respect to each such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Addendum.
6. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Developer

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

By: _____
Print Name: _____

Developer Address: _____

**STATE OF INDIANA
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. If any of the provisions of the Agreement concerning termination, governing law, venue for litigation or arbitration, modification, covenants not to compete or any limitations period on the time in which claims may be brought are inconsistent with either the Indiana Deceptive Franchise Practices Law or the Indiana Franchise Disclosure Law, then such laws will apply to the extent inconsistent with the terms of the Agreement.
2. Section 11.3(iii) of the Agreement contains a provision requiring a general release as a condition to transfer of the Agreement. Such provision will not apply to the extent inconsistent with the Indiana Deceptive Franchise Practices Law, IC § 23-2-2.7-1(5).
3. No representation or acknowledgment by the Franchisee in the Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel to deprive the Developer of the rights and protections provided in the Indiana Franchise Disclosure Law or to relieve any person of any liability under the Indiana Deceptive Franchise Practices Law.
4. Each of the provisions of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act are met independently without reference to this Addendum.
5. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Developer

By: _____
Print Name: _____
Title: _____ Secretary

By: _____
Print Name: _____
Title: _____

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

Developer Address: _____

**STATE OF MARYLAND
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The general release language required as a condition of assignment or transfer shall apply except for claims arising under the Maryland Franchise Registration and Disclosure Law. A copy of the form of general release required by Section 11.3(iii) is attached hereto as Schedule A.
2. Although under certain circumstances the Agreement requires Developer to submit to a court proceeding or arbitration in the state where Franchisor's principal place of business is located, Franchisor agrees that litigation claims brought under the Maryland Franchise Registration and Disclosure Law may be brought in any court of competent jurisdiction in the State of Maryland.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law may be brought within three (3) years after the grant of the franchise.
4. No representation or acknowledgment by the Franchisee in the Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel to relieve any person of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. Each provision of this Agreement will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.
6. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Developer

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

By: _____
Print Name: _____

Developer Address: _____

SCHEDULE A

The following is our current general release form that we expect to include in a release that a developer and/or transferor may sign as part of an approved transfer. We may, in our sole discretion, periodically modify the release.

GENERAL RELEASE

For and in consideration of the Area Development Agreement dated _____, between the undersigned and General Nutrition Corporation (“Franchisor”), the undersigned, and each of their respective corporate parents, subsidiaries, affiliates, successors in interest, heirs and assigns, and each of their respective shareholders, directors, officers, agents, servants, and employees, as applicable, whether specifically mentioned herein or not, including, without limitation, any entity or enterprise in which the undersigned, directly or indirectly, owns an equity or profits interest or controls (the “Releasing Parties” and, individually, a “Releasing Party”), do hereby release, acquit and forever discharge Franchisor and each of its respective parents, subsidiaries, affiliates, and successors in interest, and each of their respective managers, members, shareholders, directors, officers, agents, servants, employees and all other persons acting by, through, under or in concert with any of them and whether specifically mentioned herein or not (the “Released Parties” and, individually, a “Released Party”), of and from any and all liability, actions, causes of action, claims, debts, demands, damages, and liabilities to person(s) or property, costs, expenses, (including, without limitation court costs and attorneys’ fees) and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, direct, indirect, contingent or actual, liquidated or unliquidated, whether in contract or in tort (“Claims”) which the Releasing Parties or any of them now have, own, hold or claim to have, own or hold or at any time heretofore had, owned or held, against the Released Parties or any of them, now or at any time awarded to the undersigned and from the inception of any contact with any Released Party to the date of this General Release.

The undersigned acknowledges there is a risk that, after the date hereof, the undersigned will discover, incur, or suffer claims which are unknown or unanticipated at the time of execution of this General Release and which, if known by the undersigned on the date hereof, may have materially affected the undersigned’s decision to execute this General Release. Nevertheless, the undersigned agrees that the undersigned intends to assume, and is assuming, the risk of such unknown or unanticipated Claims, and that the Releasing Parties’ release of the Released Parties set forth in this General Release shall apply to any and all such Claims. Neither the undersigned nor any other Releasing Party has assigned, transferred or purported to assign or transfer to any other person or entity any of the Claims or any portion thereof or interest therein and agrees to indemnify, defend and hold the Released Parties harmless from and against any and all Claims based on or arising out of any such assignment or transfer or purported assignment or transfer.

The undersigned represents and warrants that it intends to be legally bound by this General Release, that the execution of this General Release is free and voluntary, that no inducements, threats, presentations, or influences of any kind were made or exerted by or on behalf of Franchisor, and that, prior to the execution hereof, the undersigned was given the opportunity, if

desired, to consult with counsel. This General Release shall be binding upon the undersigned, and the other Releasing Parties and their heirs, successors and legal representatives. This General Release excludes Claims arising from any representations in the Franchisor's Franchise Disclosure Document or its exhibits or amendments. This General Release is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to release any Released Party from any liability imposed by the Maryland Registration and Disclosure Law. This General Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions.

It is the express intention of the undersigned and Franchisor that this General Release be as broad as permitted by law.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this General Release as of this _____ day of _____, 20__.

WITNESS:

By: _____
Print Name: _____

By: _____
Print Name: _____

**STATE OF MINNESOTA
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

This Addendum to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by Franchisor and Developer.

1. This Addendum is made a part of the Agreement to which it is attached.
2. Section 11.3(iii) of the Agreement contains a provision requiring a general release as a condition of transfer of the Agreement. Such release will exclude claims arising under Minnesota Statutes 80C.01 through 80C.22.
3. Section 12 of the Agreement is hereby amended by adding the following:

"With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3, which requires, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure), but only to the extent it applies to this Agreement."
4. Section 20 of the Agreement is hereby amended by adding the following:

"Pursuant to Minn. Stat. Sec. 80C.21 and Minnesota Rule 2860.4400J, nothing in this paragraph or in this Agreement shall in any way abrogate or reduce (1) any rights of the Developer as provided for in Minnesota Statutes, Chapter 80C, including, but not limited to, the right to submit matters to the jurisdiction of the courts of Minnesota, or (2) Developer's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."
5. No representation or acknowledgment by Developer in the Agreement is intended to or shall act as a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22.
6. Minnesota Statutes, Section 80C.14, Subd. 5, requires that consent to the transfer of the Business will not be unreasonably withheld. The Sections in the Agreement that relate to transfer are applicable to the extent they are not inconsistent with Minnesota law. In the event of any inconsistency, Minnesota law will control.
7. Minnesota Rule 2860.4400J prohibits Franchisor from requiring a franchisee to waive its rights to a jury trial. Section 20.5(i) of the Agreement that relates to waiver of jury trial shall not apply to the extent this provision is governed by Minnesota law.
8. Franchisor acknowledges that Minnesota Rule 2860.4400J provides that a franchisee cannot consent to a franchisor obtaining injunctive relief, but that a franchisor may seek injunctive relief, and that a court will determine if a bond is required.

9. Franchisor acknowledges that no action may be commenced pursuant to Minnesota Statutes, Section 80C.17, Subd. 5, more than 3 years after the cause of action accrues.
10. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law (Minnesota Statutes, Chapter 80C, Sections 80C.01 through 80C.22) are met independently without reference to this Addendum.
11. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
 300 Sixth Avenue
 Pittsburgh, Pennsylvania 15222
 Attention: General Counsel

ATTEST:

Developer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Secretary

Title: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Developer Address:

**STATE OF NEW YORK
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. Section 11, “TRANSFERS,” Paragraph 11.1, of the Agreement shall be supplemented with the following:

No assignment shall be made except to an assignee, who, in the good faith judgment of Franchisor, is willing and possesses the economic resources to fulfill Franchisor’s obligations under such Agreement.

2. Section 11.3(iii) of the Agreement contains a provision requiring a general release as a condition of transfer of the Agreement. Such release will exclude claims arising under the General Business Law of New York State, Article 33, Sections 680 through 695, and the regulations issued thereunder.

3. Section 20, “APPLICABLE LAW,” Paragraph 20.1, of the Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

20.1. Governing Law. This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law; provided, however, that if any provision of this Agreement would not be enforceable under the laws of Pennsylvania and if the Business is located outside of Pennsylvania, and further, if such provision would be enforceable under the laws of the state in which the Business is located, then such provision shall be interpreted and construed under the laws of that state. The foregoing choice of law should not be considered a waiver of any right conferred upon Developer by the General Business Law of New York State, Article 33.

4. Section 20, “APPLICABLE LAW,” of the Agreement shall be supplemented with the following paragraph:

Nothing herein contained shall bar Franchisor’s right to seek injunctive relief against threatened conduct that will cause it loss or damages under the usual equity rules, including the applicable rules for seeking restraining orders and preliminary injunctions.

6. Section 22, “SEVERABILITY,” of the Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

22. SEVERABILITY. Except as expressly provided to the contrary herein, each section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of provisions of this Agreement as may remain otherwise intelligible; and, the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

6. Section 23, "RELATIONSHIP OF THE PARTIES; INDEMNIFICATION," of the Agreement shall be deleted in its entirety and shall have no force or effect and the following shall be substituted in lieu thereof:

23. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION. It is understood and agreed that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and, that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Developer in its conduct of the Business or any claim or judgment arising therefrom against Franchisor. Developer shall indemnify and hold harmless Franchisor, its Affiliates, and the officers and directors of Franchisor and its Affiliates against any and all such claims arising directly or indirectly from, as a result of, or in connection with Developer's operation of the Business, as well as the costs, including attorney's fees, of defending against them. However, Developer shall not be required to indemnify for any claims arising out of a breach of the Agreement by the Franchisor or other civil wrongs of the Franchisor.

7. No representation or acknowledgment by the Developer in the Agreement is intended to or shall act as a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by Article 33, Sections 680 through 695, of the General Business Law of the State of New York and the regulations issued thereunder.
8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York General Business Law, Article 33, are met independently without reference to this Addendum.
9. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address: General Nutrition Corporation
 300 Sixth Avenue
 Pittsburgh, Pennsylvania 15222
 Attention: General Counsel

ATTEST:

Developer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Secretary

Title: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Developer Address:

**STATE OF NORTH DAKOTA
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the North Dakota Franchise Investment Law, North Dakota Century Code §§ 51-19-01 through 51-19-17, and the rules and regulations thereunder, the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. Section 13 of the Agreement contains covenants restricting competition. These covenants will be subject to Section 9-08-06, N.D.C.C.
2. Section 20.1 of the Agreement contains a provision requiring that the Agreement be governed by Pennsylvania law. Franchisor agrees that North Dakota law will govern the Agreement and will prevail in the event of any conflict of law.
3. Section 20.2. of the Agreement contains a provision requiring that arbitration be conducted in Pittsburgh, Pennsylvania. Franchisor agrees that the place of arbitration will be a location that is in close proximity to the site of the Business.
4. Section 20.4 of the Agreement contains a provision requiring that certain litigation must be instituted in a court within the Commonwealth of Pennsylvania in the judicial district in which Franchisor has its principal place of business. Franchisor agrees that jurisdiction and venue for litigation claims brought under the Agreement and the North Dakota Franchise Investment Law may be in the State of North Dakota.
5. Section 20.5 of the Agreement that relates to waiver of jury trial shall not apply to franchises governed by North Dakota law.
6. To the extent any provision of the Agreement requires Developer to consent to a waiver of exemplary or punitive damages, these provisions will be deemed null and void.
7. The Sections in the Agreement that relate to limitations of claims and payment of costs and expenses of enforcement of the Agreement are only applicable to the extent they are not inconsistent with North Dakota law. In the event of any inconsistency, North Dakota law will control. The statute of limitations under North Dakota law applies.
8. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.
9. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST: GENERAL NUTRITION CORPORATION
Franchisor

By: _____ By: _____

Franchisor Address: General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST: _____
Developer

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Secretary Title: _____

WITNESS:

By: _____ By: _____
Print Name: _____ Print Name: _____

Developer Address: _____

**STATE OF RHODE ISLAND
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. Section 11.3(iii) of the Agreement contains a provision requiring a general release as a condition of transfer of the Agreement. Such release will exclude claims arising under the Rhode Island Franchise Investment Act.
2. § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” To the extent that the provisions of Section 20.1 or 20.4 conflict with the Rhode Island Franchise Investment Act, such provisions are void under § 19-28.1-14 with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
3. Section 19-28.1-15 of the Rhode Island Franchise Investment Act provides that “a condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act.” If the Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.
4. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum.
5. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address:

General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST:

Developer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Secretary

Title: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Developer Address:

**STATE OF SOUTH DAKOTA
ADDENDUM TO AREA DEVELOPMENT AGREEMENT**

In recognition of the requirements of the South Dakota Franchise Investment law (SDCL 37-5B), the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. Section 29, “DEVELOPER’S ACKNOWLEDGMENTS,” of the Agreement shall be supplemented by the following paragraph:

Pursuant to SDCL 37-5B-21, any condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by the Franchise Investment chapter (SDCL 37-5B) or a rule or order under the Franchise Investment chapter is void.

2. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchise Investment law are met independently without reference to this Addendum.
3. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address:

General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST:

Developer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Secretary

Title: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Developer Address:

STATE OF WASHINGTON
ADDENDUM TO AREA DEVELOPMENT AGREEMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached GENERAL NUTRITION CORPORATION AREA DEVELOPMENT AGREEMENT (the “Agreement”) agree as follows:

1. The state of Washington has a statute, RCW 19.100.180 which may supersede the Agreement in Franchisee’s relationship with Franchisor including the area of termination of the Agreement. There may also be court decisions which may supersede the Agreement in Franchisee’s relationship with the Franchisor including the area of termination of the Agreement.
2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
3. A release or waiver of rights executed by Developer will not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where Developer is represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act, such as a right to jury trial, may not be enforceable.
4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.
5. Transfer fees are collectible to the extent they reflect Franchisor’s reasonable estimated or actual costs in effecting the transfer.
6. Each provision of this Addendum will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act are met independently without reference to this Addendum.
7. Except as otherwise provided in this Addendum, all the other terms, covenants and agreements in the Agreement shall remain the same, and the Agreement, as amended, shall continue in full force and effect. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the exhibits thereto, the terms of this Addendum shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, Franchisor and Developer have executed this Addendum as of the date of the Agreement.

ATTEST:

GENERAL NUTRITION CORPORATION
Franchisor

By: _____

By: _____

Franchisor Address:

General Nutrition Corporation
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
Attention: General Counsel

ATTEST:

Developer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____ Secretary

Title: _____

WITNESS:

By: _____

By: _____

Print Name: _____

Print Name: _____

Developer Address:

EXHIBIT G

Product Sales Agreement

KK# _____

PRODUCT SALES AGREEMENT

This PRODUCT SALES AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 20__, by and between _____ (collectively, "Buyer"), and GENERAL NUTRITION CORPORATION, a Pennsylvania corporation ("Seller").

WHEREAS, Buyer and Seller have entered into a Franchise Agreement dated _____, 20__ for the operation of a franchised retail store specializing in the sale of supplements and nutraceuticals, among other related products.

NOW THEREFORE, for good and valuable consideration rendered by Seller to Buyer, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Purchase and Sale Transactions. Seller has sold or agrees to sell to Buyer, and Buyer, jointly and severally if more than one Buyer is named herein, agrees to purchase, and pay pursuant to the terms of Seller's invoice, products for resale at the store as well as inventory, fixtures and equipment (collectively, "Products"), all as set forth in and at the prices listed in Seller's then-current order book. Seller shall not be under any obligation to continue the supply of all or any of the Products and shall be entitled to make such additions or alterations to the Products, their packaging and labeling, as applicable, as Seller may think appropriate. Seller has no obligation to accept any order placed by Buyer. Orders will not be deemed accepted by Seller until confirmed by Seller in writing.
2. Security Interest. To secure the due and punctual payment of the purchase price of the Products purchased from Seller hereunder, Buyer hereby agrees that Seller shall have, and hereby grants to and creates in favor of Seller, a security interest under the Pennsylvania Uniform Commercial Code (13 Pa.C.S. Section 1101 et seq.) (the "Code") in and to the Products purchased by Seller from Buyer hereunder and all attachments, accessories and parts used or intended to be used with such Products, as applicable, and all Cash and Non-cash Proceeds thereof and all Supporting Obligations relating thereto (the "Collateral"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Code. Seller reserves the right to change any payment term or require full payment in cash before order entry, manufacture, shipment or delivery if, in Seller's sole judgment, Seller determines that there has been a material adverse change in Buyer's financial condition or creditworthiness or there has been an unsatisfactory payment performance by Buyer. Buyer authorizes the filing of and/or shall join with Seller in executing one or more financing statements and continuation statements in form satisfactory to Seller, and Buyer shall pay the cost of filing the same or filing or recording this Agreement in all public offices and the cost of all searches of records, wherever filing or recording or searching of records is deemed by Seller to be necessary. Buyer authorizes the filing of, and, at the request of Seller, shall, from time to time, execute, additional or supplemental documents and agreements to confirm Seller's security interest in the Collateral. Buyer irrevocably appoints Seller as its agent and attorney in fact to execute any such financing statements or other documents in Buyer's name.
3. Termination. This Agreement may be terminated by either party upon thirty (30) days' prior written notice; however, the security interest in the Collateral shall survive the termination or expiration of this Agreement until payment in full has been made for Products purchased from Seller and a termination statement has been filed in accordance with applicable portions of the Code. If Seller, after termination of its security interest, should have to disgorge payments made

by Buyer for any reason, including bankruptcy, Seller's security interest shall be immediately reinstated. The following shall be "Events of Default" under this Agreement: (a) Buyer shall default under this Agreement or fail to perform or observe any of the agreements or covenants set forth in this Agreement or fail to pay when due any invoice or invoices covering Products purchased under this Agreement; (b) Buyer shall be declared to be in default under any material contract, agreement, or instrument, including the Franchise Agreement, to which Buyer, or either of the Buyers if more than one, is a party with Seller or its affiliates or assigns, and such default shall continue beyond any applicable cure period; (c) Buyer shall sell, remove, or attempt to sell, remove, or assign inventory not in the ordinary course of business; or (d) any judgment creditor of Buyer shall obtain possession of any Collateral by means including, without limitation, levy, distraint, replevin or self-help.

4. Remedies upon Default. Upon the occurrence of any Event of Default and without notice, Seller may immediately terminate this Agreement and accelerate the maturity of any debt hereunder and Seller may proceed to protect and enforce its rights either by suit in equity and/or by action at law or proceed to obtain judgment or any other relief whatsoever appropriate to the action or proceeding. In addition, Seller may immediately, without demand of performance and without other notice to Buyer (all of which are hereby expressly waived): (a) repossess the Collateral at its location; (b) without advertisement, sell at public or private sale or otherwise realize upon the whole or, from time to time, any part of the Collateral, or any interest which Buyer may have therein; or (c) to the full extent permitted by applicable law, enter any premises where the Collateral is located and take possession and control of the same and to keep and store the Collateral on such premises or if the Collateral is located on the premises, operate the business wherein the Collateral is located. If Seller repossesses the Collateral, the Seller will credit the buyer the wholesale value of the saleable inventory, and Seller shall have the right to set-off this credit against any or all amounts owing to Seller by Buyer under this Agreement, the Franchise Agreement, Sublease, Promissory Note, Purchase Money Security Agreement, and any other agreement with Seller, its affiliates, successors or assigns. All rights and remedies given by this Agreement are cumulative and not exclusive of any thereof or of any other rights or remedies available to Seller, and no course of dealing between the parties shall operate as a waiver of such rights or remedies. Buyer shall, on demand, reimburse Seller for all expenses, including the reasonable fees and expenses of legal counsel for Seller, incurred by Seller in connection with the enforcement of this Agreement.
5. DISCLAIMER OF WARRANTY. SELLER MAKES NO EXPRESS WARRANTIES AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, EQUIPMENT OR OTHER ITEMS SOLD HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR ALL CLAIMS AS TO ANY SUCH PRODUCTS, EQUIPMENT OR ITEMS IS LIMITED TO THE PURCHASE PRICE THEREFOR, PLUS SHIPPING COSTS, IF ANY, BUYER PAID; OR, AT SELLER'S OPTION, THE REPLACEMENT THEREOF. SELLER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM SELLER'S NEGLIGENCE, FOR ANY MATTER STATED IN THIS SECTION.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, the law of which shall prevail in the event of any conflict of law.

7. Forum Selection. Buyer agrees that any action brought by Buyer against Seller in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Seller has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Buyer also agrees that the Seller may, in its sole discretion, bring any action against the Buyer in any court, whether federal or state, within either a) the Commonwealth of Pennsylvania; or b) in any jurisdiction in which the Buyer resides or owns property. If the Seller brings an action against Buyer in any state or federal court located within the Commonwealth of Pennsylvania in the judicial district in which Seller has its principal place of business, Buyer accepts generally and unconditionally the jurisdiction and venue of the aforesaid courts and waives any defense of forum non conveniens.
8. **Waiver of Jury Trial.** Seller and Buyer agree that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance of this Agreement, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Seller and Buyer hereby irrevocably waive any right either party may have to a trial by jury. Either Seller or Buyer may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of Seller or Buyer to the waiver of their right to trial by jury.
9. Partial Invalidity. If any terms, covenants, or conditions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall nevertheless survive and be binding upon the parties hereto.
10. Notice. Any notice required or permitted to be given hereunder shall be in writing and may be given in person, by reputable overnight mail delivery service, or by United States certified mail, return receipt requested, addressed to the other party at the address appearing by such party's signature below. Notices shall be deemed delivered on the date shown on the return receipt or in the delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made.
11. **Compliance with California Franchise Investment Law and California Finance Lender Law §22063.** Buyer represents to Seller that the proceeds of this Product Sales Agreement, if advanced by Seller to Buyer, will be used exclusively for the acquisition, construction, operation, development, equipping, expansion, contracting, consolidation, merger, recapitalization, reorganization, or termination of Buyer's franchised business, and not for personal, family or household purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

WITNESS _____

BUYER – Corporation or Partnership

Type Entity Name Here

ATTEST

By: _____, (SEAL)

By: _____

Name: _____

Title: _____

Title: _____

WITNESS

BUYER - Individually

Witness

By: _____, (SEAL)

Name: _____

Witness

By: _____, (SEAL)

Name: _____

ADDRESS OF BUYER:

SELLER

GENERAL NUTRITION CORPORATION

ATTEST

By: _____

Title: Sr. Vice President

By: _____

ADDRESS OF SELLER PARTY:

Title: Assistant Secretary

300 Sixth Avenue
Pittsburgh, PA 15222

EXHIBIT H
Asset Purchase and Sale Agreement

KK# _____

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement"), entered into this ____ day of _____, _____, by and among GENERAL NUTRITION CORPORATION, a Pennsylvania corporation, having offices at 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222 ("Seller"), and _____ ("Purchaser").

WITNESSETH:

WHEREAS, Seller franchises stores known as General Nutrition Centers under the General Nutrition Center System and Purchaser desires to operate a store in the system (the "Store") in the building known as "_____" located at _____ (the "Building");

WHEREAS, if Seller occupies premises in the Building (the "Premises"), upon which Seller operates the Store pursuant to a lease between Seller and _____ (the "Landlord") dated _____ (the "Lease"), Seller desires to sublease the Premises to Purchaser, and Purchaser desires to assume and undertake Seller's obligations under the Lease pursuant to a sublease;

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all of Seller's right, title and interest in and to all the assets located within the Store, including without limitation, the inventory, leasehold improvements, furnishings, fixtures and equipment (collectively, the "Assets") and the business operated on the Premises;

WHEREAS, Purchaser has, prior to or concurrently herewith, executed a General Nutrition Corporation Franchise Agreement (the "Franchise Agreement") for the operation of the Store with Seller;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein and in reliance upon the respective representations and warranties made to them, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Purchase and Sale of Assets; Sublease of Premises

1.1 Upon the terms and conditions set forth in this Agreement, and in reliance upon the respective representations and warranties of the parties, Seller agrees to sell, assign, transfer, and deliver to Purchaser, and Purchaser agrees to purchase, acquire, and accept from Seller on the Closing Date (as defined in Section 6.1) the Assets. The term "Assets" shall include as of the Closing Date all of Seller's right, title, and interest in and to the following:

1.1.1 All inventories of Seller placed in or at the Premises ("Inventory");

1.1.2 All leasehold improvements at the Premises ("Improvements");

1.1.3 All furniture, fixtures, equipment, signs and other personal property, of every kind and description located in or at the Premises, which are now, or may hereafter prior to the Closing Date be placed in the Premises (collectively, "Equipment");

1.1.4 To the extent that they may be transferred under applicable law, all licenses (excluding the Franchise Agreement), permits, and authorizations presently issued in connection with the

operation of all or any part of the Assets, or necessary to operate the Assets as they are presently being operated; and

1.1.5 To the extent they may be transferred, all warranties, if any, issued to Seller by any manufacturers and contractors in connection with construction or installation of any leasehold improvements and Equipment included as part of the Assets.

1.2 Further, on the Closing Date, and subject to the terms and conditions set forth herein, and in reliance on the representations and warranties of the parties, if Seller occupies the Premises, Seller agrees to sublease the Premises to Purchaser, as evidenced by the sublease between Seller and Purchaser, upon the terms and conditions of and in the form attached hereto as Exhibit A (the "Sublease"), and Purchaser agrees to accept and comply with the covenants, obligations and promises in the Sublease.

Section 2. Purchase Price

2.1 Purchase Price. Purchaser shall pay the sum of _____ Thousand _____ Hundred _____ and 00/100 Dollars (\$_____.00) to Seller upon Closing (the "Purchase Price"), as payment for the Assets, of which NONE has been previously paid to Seller by Purchaser and of which _____ Thousand _____ Hundred _____ and 00/100 Dollars (\$_____) is allocated to the purchase of the Inventory. The Purchase Price is exclusive of the initial franchise fee paid by Purchaser to the Seller pursuant to the Franchise Agreement, and exclusive of any payment due under the Sublease. Payment of the Purchase Price shall be made by Purchaser to Seller upon Closing as follows:

[IF A CASH SALE]

2.1.1 The sum of _____ Thousand _____ Hundred 00/100 Dollars (\$_____) in the form of cash or bank wire transfer payable to one or more accounts designated by Seller and applied on account of and representing seventy-five percent (75%) of the Purchase Price; and

2.1.2 The sum of _____ Thousand _____ Hundred 00/100 Dollars (\$_____) on account of and representing the remaining twenty-five percent (25%) of the Purchase Price within ___ days of receipt of invoice therefor from Seller.

[IF A FINANCED SALE]

2.1.1 The sum of _____ Thousand _____ Hundred 00/100 Dollars (\$_____) in the form of cash or bank wire transfer payable to one or more accounts designated by Seller and applied on account of and representing twenty-five percent (25%) of the Purchase Price; and

2.1.2 The sum of _____ Thousand _____ Hundred 00/100 Dollars (\$_____) on account of and representing the remaining seventy-five percent (75%) of the Purchase Price by way of delivery of a promissory note, payable to Seller in the form of Exhibit B (the "Note").

2.2 Purchase Price Adjustment. The Purchase Price set forth in Section 2.1 hereof, shall be adjusted as provided herein, at or after the Closing Date to reflect the actual value of the Inventory as determined below. The value of the Inventory shall be determined by a count taken on the Premises that shall be conducted by a representative of Seller and a representative of Purchaser between the

close of business on the day preceding the Closing Date and the Closing Date. The value of the Inventory shall be at the Seller's cost.

- 2.2.1. The amount of the Purchase Price shall be increased or decreased by an amount equal to the difference between (i) Seller's cost for the Inventory at the Premises at the close of business on the day preceding the Closing Date, and (ii) _____ Thousand _____ Hundred _____ and 00/100 Dollars (\$_____). The amount of the Purchase Price as it may be adjusted pursuant to this subsection shall, (i) to the extent it is in excess of \$_____, Purchaser shall pay the amount of the excess to Seller upon notice, or (ii) to the extent it is less than \$_____, Seller will credit to Purchaser the amount of such deficiency. In lieu of the foregoing, Seller may elect to adjust the Note as provided below.
- 2.2.2 If the principal amount of the Note is required to be increased or reduced due to an adjustment to the final Purchase Price of the Assets, Seller shall provide to Purchaser a substitute promissory note upon the same terms and conditions as the Note except for the required adjustment of the principal amount and monthly installment payment (the "Revised Note"). Purchaser shall provide Seller with a fully executed and witnessed original of the Revised Note no later than fifteen (15) days after Purchaser receives the Revised Note. The Revised Note shall be dated as of the date which appears on the Note. If any installment becomes payable under the Note prior to receipt by Seller of the fully executed Revised Note, Purchaser shall make such payment according to the terms of the Note and Seller shall reduce or increase the next payment due under the Revised Note by the amount of the difference, if any, between the installment paid on the Note and the installment which would have been due on the Revised Note. Promptly upon receipt of the fully executed and witnessed original Note, Seller shall void, destroy, cancel or otherwise dispose of the Note in any reasonable manner requested by Purchaser. References to the "Note" in other Sections of this Agreement shall refer collectively to the Note and the Revised Note, if any.

Section 3. Transactions at Closing

On or prior to the Closing Date referred to in Section 6.1 hereof:

- 3.1 The Sublease. Purchaser and Seller shall execute the Sublease, pursuant to which Seller subleases all of its right, title, and interest in and to the Lease for the Premises to Purchaser upon terms and conditions not less favorable than those set forth in the Lease. The Sublease shall take effect as of the date stated herein, subject to the written consent of the Landlord thereto. Pursuant to the Sublease, Purchaser shall assume all of Seller's obligations under the Lease, and Purchaser shall use its best efforts and maximum diligence to ensure that each obligation under the Lease is met in compliance with the terms of the Sublease.
- 3.2 Assets. Seller shall sell, assign, and transfer to Purchaser, free and clear of all liabilities, obligations, security interests, and encumbrances, all of its right, title, and interest to the Assets, including all of the Inventory, Improvements and Equipment. All Improvements, Inventory and Equipment are sold in their condition "AS IS" as of the date of the execution of this Agreement. SELLER MAKES NO EXPRESS WARRANTIES AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO ALL IMPROVEMENTS, INVENTORY AND EQUIPMENT SOLD HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S EXCLUSIVE REMEDY AND SELLER'S

EXCLUSIVE LIABILITY FOR ALL CLAIMS AS TO ANY IMPROVEMENTS, INVENTORY AND EQUIPMENT SOLD HEREUNDER IS LIMITED TO THE PURCHASE PRICE THEREFOR, PLUS SHIPPING COSTS, IF ANY, PURCHASER PAID. SELLER WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM SELLER'S NEGLIGENCE, FOR ANY MATTER STATED IN THIS SECTION.

Section 4. General Undertaking

- 4.1 Consents of Landlord. Seller shall use commercially reasonable efforts to secure the consent of the Landlord to the Sublease as soon as possible after the date of this Agreement, and prior to the Closing. Seller makes no warranty or guarantee that such consent can be obtained, and the failure to obtain said consent shall not result in any liability of Seller to Purchaser.
- 4.2 Renegotiation of Lease. If desired by Purchaser and Seller, Seller agrees to use its commercially reasonable efforts to obtain an extension or renewal of the Lease on terms satisfactory to Seller and Purchaser. If the Lease is extended or renewed, Seller shall extend or renew the Sublease with Purchaser, on terms not less favorable than those in the Lease as so extended or renewed, subject to Purchaser's compliance with the Sublease. Seller makes no warranty or guarantee that extension or renewal can be obtained; and Purchaser agrees and acknowledges that an extension or renewal of such Lease may not be desirable for Seller or Purchaser. Failure of Seller to obtain extensions or renewal of the Lease is at Purchaser's own risk and shall not result in any liability of Seller to Purchaser.
- 4.3 Permits or Approvals. Upon Closing, to the extent required by applicable law, Purchaser shall have obtained all necessary permits and approvals including, but not limited to, health permits and business licenses to operate that business which is the subject of this Agreement and the Franchise Agreement.

Section 5. Indemnity Against Claims

- 5.1 Purchaser agrees to waive compliance with the requirements of any bulk sales law, bulk transfer provision or analogous requirements of the Uniform Commercial Code of the Commonwealth of Pennsylvania and the State of _____ ("Bulk Sales Law") which may apply to this purchase and sale.
- 5.2 Seller hereby agrees to defend, indemnify and hold Purchaser harmless against and from all claims or causes of action resulting directly from any failure to comply with an applicable provision of the Bulk Sales Law in connection with this transaction. Seller warrants that it is or shall pay all amounts rightfully due and owing to all trade and business creditors protected by any provision of a Bulk Sale Law which is waived hereunder.
- 5.3 Purchaser hereby agrees to defend, indemnify and hold Seller and its affiliates harmless against those claims, demands, actions, causes of action, suits, liabilities, litigation costs, and expenses, including reasonable attorneys' fees, in connection with its sublease of the Premises which arise from Purchaser's or its employees', agents', contractors' or invitees' presence on, use and occupancy of the Premises on or after the Closing Date.

- 5.4 Purchaser hereby agrees to indemnify and hold harmless Seller against all claims for any sales, transfer, or related taxes which may be imposed upon the transfer of any asset or the execution or recording of any documents executed pursuant to this Agreement.

Section 6. Closing

- 6.1 Date. The Closing shall take place at the offices of Seller on the ____ day of _____, _____, (the "Closing Date").
- 6.2 Amounts Due. At Closing, Purchaser shall pay to Seller the Purchase Price under the terms set forth in Section 2.1 and 2.2 hereof, and all such payments as are then due under the Sublease as specified therein.
- 6.3 Taxes and Miscellaneous Prorations. Any sales, use, transfer or other tax or recording costs imposed upon the transfer of Assets hereunder or in connection with the Note and Security Agreement shall be paid by Purchaser. All amounts paid by Seller for permits, licenses or authorities shall be apportioned as of the Closing Date.
- 6.4 Adjustments for Rents and Other Leasehold Charges. Rent, common area charges, utility charges, percentage rent, real estate taxes and any other similar items, which are unbilled, but which obligations arise from or are related to the Lease of the Premises, shall be adjusted in accordance with and as provided in the Sublease.
- 6.5 Additional Documents to be Executed and Delivered at Closing. At Closing, the party to be bound thereby shall execute and deliver the following documents, execution and delivery of which shall be express conditions precedent to the sale contemplated by this Agreement.
- 6.5.1. The Sublease upon the terms and conditions of and in the form annexed hereto as Exhibit A;
- 6.5.2. The Note in the amount set forth in subsection 2.1.2., and upon the terms and conditions of and in the form annexed hereto as Exhibit B;
- 6.5.3. The Security Agreement upon the terms and conditions of and in the form annexed hereto as Exhibit C;
- 6.5.4. The Product Sales Agreement upon the terms and conditions of and in the form annexed hereto as Exhibit D;
- 6.5.5. In addition, Seller and Purchaser shall execute such instruments of Assignment, Assumption, Transfer and Bills of Sale as may be necessary to convey the Assets.

Section 7. Representation and Warranties of Seller

Seller warrants and represents the following:

- 7.1 Authority. Seller is a corporation, duly formed, validly existing, and in good standing under the laws of Pennsylvania. Seller has full and absolute power and authority to enter into this Agreement and all ancillary documents delivered pursuant hereto, and to assume and perform all of its obligations hereunder. The execution and delivery of this Agreement and the performance by the Seller of its obligations hereunder have been duly authorized by all requisite corporate action and

no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of the Seller.

- 7.2 Seller's Compliance. Except as otherwise set forth herein, neither the execution and delivery of this Agreement nor the consummation of any material transaction contemplated hereby requires the consent or approval of a third party or will conflict with, or (with or without the giving of notice or the passage of time or both) result in a breach of, any of the terms, conditions, or provisions of any material law, regulation, judicial order, or administrative order, writ, injunction, judgment, or decree of any court or governmental instrumentality, or of the corporate charter or by laws, of Seller, or the provisions of any material (i) note of which Seller is the maker, (ii) indenture, (iii) agreement, or (iv) other instrument by which it is bound. Furthermore, Seller has no knowledge or information that there are any actions, suits, proceedings (whether or not purportedly on behalf of Seller) pending or threatened which would materially adversely affect the aforementioned Assets or the Premises, at law or in equity or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign.
- 7.3 Premises. Seller has no knowledge or information that its use of the Premises is in violation of any applicable material laws, ordinances, or regulations. Seller has not received notice to the contrary from government authorities at any level.
- 7.4 Lease. If a Lease is indicated on Page 1 herein, Seller is the lessee of the Premises, is in full compliance with the material terms of the Lease, and has not received any notice of default with respect to the Lease.
- 7.5 Binding on Seller. The execution and delivery of this Agreement, the Product Sales Agreement, the Security Agreement and all documents executed in connection herewith by Seller and the consummation of the transaction contemplated hereby and thereby will be valid and binding upon the Seller.
- 7.6 Cooperation. Seller agrees to make commercially reasonable efforts to facilitate the transfer of the Assets under this Agreement and to that end, agrees to execute any and all such additional documents as are required to carry out the terms and provisions of this Agreement, provided such document(s) are in form and substance reasonably satisfactory to Seller.

Section 8. Representations and Warranties of Purchaser

- 8.1 Formation, Power and Authority. If Purchaser is a corporation or partnership, it is duly formed, validly existing, and in good standing under the law of the State of _____ and authorized to do business in the state in which the Store is located. Purchaser has full and absolute power and authority to enter into this Agreement and all ancillary documents delivered pursuant hereto, and to assume and perform all of their obligations hereunder. The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder require no further action, approval or consents by any third persons in order to constitute this Agreement as a binding and enforceable obligation of Purchaser.
- 8.2 Purchaser's Compliance. Except as otherwise set forth herein, neither the execution and delivery of this Agreement nor the consummation of any material transaction contemplated hereby requires the consent or approval of a third party or will conflict with, or (with or without the giving of notice or the passage of time or both) result in a breach of, any of the terms, conditions, or provisions of any material law, regulation, judicial order, or administrative order, writ, injunction, judgment, or decree of any court or governmental instrumentality, or of the corporate charter of by laws, of

Purchaser, or the provisions of any material (i) note of which Purchaser is the maker, (ii) indenture, (iii) agreement, or (iv) other instrument by which it is bound. Furthermore, Purchaser has no knowledge or information that there are any actions, suits, proceedings, pending or threatened, that would materially adversely affect the ability of Purchaser to sublease the Premises or acquire the Assets, at law or in equity, by any federal, state, municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign.

- 8.3 Legal Action Against Purchaser. There are no material judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record nor any legal action, suit or other legal administrative proceeding pending or, to the best of either of Purchaser's knowledge, threatened before any court or administrative agency.
- 8.4 Bankruptcy or Debt of Purchaser. Purchaser is not in the hands of a receiver and has not committed an act of bankruptcy and is financially solvent, able to meet its obligations as they become due and has made adequate provision for the payment of its debts and liabilities.
- 8.5 Binding on Purchaser. The execution and delivery of this Agreement, the Note, the Sublease, the Product Sales Agreement, the Security Agreement and all documents executed in connection herewith by Purchaser and the consummation of the transaction contemplated hereby and thereby will be valid and binding upon the Purchaser.

Section 9. Joint and Several Liability

Each Purchaser, if more than one Purchaser is named herein, hereby agrees to be jointly and severally liable for the performance of all of the obligations under this Agreement, including, without limitation, amounts to be paid on the Note to be issued to Seller.

Section 10. Survival of Covenants, Representations, Warranties and Guarantees

All covenants, representations, guarantees, and indemnities contained herein, or in any exhibit attached hereto, or in any Closing documents shall survive the Closing for a period of one (1) year, except that Purchaser's obligations under Section 2 shall survive in full until payment in full of amounts due thereunder has been made by Purchaser to Seller.

Section 11. Broker

The parties represent and warrant to each other that they have not dealt with any broker in connection with this transaction, and each party shall indemnify, defend, and hold the other harmless from and against any and all costs, expenses (including reasonable attorneys' fees) and liabilities arising from any claims made for broker's commission or like compensation in connection with this transaction, provided that such claims result from any act of the indemnifying party or its representatives.

Section 12. Assignment

Purchaser shall not have the right to assign its rights and interest in and to this Agreement without the prior written consent of the Seller, which consent shall not be unreasonably withheld. Seller may assign its rights and interest in and to this Agreement at any time.

Section 13. General

13.1 Notices. All notices under this Agreement shall be in writing and shall be deemed duly given if delivered in person or if mailed by certified mail, return receipt requested or via nationally recognized overnight courier service to the parties at the following address:

If to Seller to: General Nutrition Corporation
 300 Sixth Avenue
 Pittsburgh, PA 15222
 ATTN: General Counsel

With a copy to: General Nutrition Corporation
 300 Sixth Avenue
 Pittsburgh, PA 15222
 ATTN: General Counsel

If to Purchaser to: _____

With a copy to: _____

13.2 Costs. Except as otherwise provided in this Agreement, each party shall bear its own costs including attorneys' fees in connection with the preparation of this Agreement and the transactions contemplated hereby.

13.3 **Applicable Law and Waiver of Jury Trial.** This Agreement shall be interpreted and construed under the laws of the Commonwealth of Pennsylvania, which laws shall prevail in the event of any conflict of law. The parties agree that any action brought by Purchaser against Seller in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Seller has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. The parties also agree that the Seller may bring any action against the Purchaser in any court, whether federal or state, within the Commonwealth of Pennsylvania. If Seller brings an action against Purchaser in any state or federal court located within the Commonwealth of Pennsylvania in the judicial district in which Seller has its principal place of business, Purchaser accepts generally and unconditionally the jurisdiction and venue of the aforesaid courts and waives any defense of forum non conveniens. Seller and Purchaser agree that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance of this Agreement, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Seller and Purchaser hereby irrevocably waive any right either party may have to a trial by jury. Either Seller or Purchaser may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of Seller or Purchaser of the waiver of their right to trial by jury.

13.4 Entire Agreement

- 13.4.1. This instrument contains the entire agreement between the parties with respect to the transactions contemplated herein and supersedes any prior agreements or understandings relating to its subject matter, either written or verbal, between the parties; provided, that nothing in this instrument is intended to disclaim the representations made in Seller's Franchise Disclosure Document.
- 13.4.2. All captions in this Agreement are intended solely for the convenience of the parties, and shall be deemed not to affect the meaning or construction of any provision hereof.
- 13.5 Partial Invalidity. If any terms, covenants, or conditions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall nevertheless survive and be binding upon the parties hereto.
- 13.6 Binding Effect. Subject to the provisions governing assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the respective parties hereto.
- 13.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

ATTEST:

Assistant Secretary

SELLER

GENERAL NUTRITION CORPORATION

By: _____, (SEAL)

Name: _____

Title: Vice President

ATTEST:

PURCHASER – Corporation or Partnership

Type Entity Name Here

By: _____, (SEAL)

Name: _____

Title: _____

By: _____, (SEAL)

Name: _____

Title: _____

WITNESS:

Witness

Witness

PURCHASER – Individually

By: _____

Name: _____

By: _____

Name: _____

ESCROW AGENT (If Applicable)

EXHIBIT I

Equipment and Inventory Promissory Note

KK# _____

**EQUIPMENT AND INVENTORY
PROMISSORY NOTE**

\$ _____

As of _____,
Pittsburgh, Pennsylvania

For value received, the undersigned and if more than one, each of them hereby jointly and severally, promises to pay GENERAL NUTRITION CORPORATION ("GNC"), its successors and assigns ("Holder"), the principal sum of _____ Thousand _____ Hundred _____ and ___/100 Dollars (\$ _____) with accrued interest thereon from the date hereof until maturity, whether by acceleration or otherwise, in lawful money of the United States of America as hereafter provided.

Payment. The full principal amount of the Note and any accrued interest thereon shall be due and payable on DEMAND, but if not sooner demanded, then this Note shall be repaid in _____ (____) consecutive monthly installments in the minimum amount of _____ Hundred _____ and ___/100 Dollars (\$ _____) of principal and interest commencing on the 1st day of _____, and the ___ and final installment shall be in an amount sufficient to pay the remaining unpaid principal balance of this Note and any accrued interest and other sums due hereunder.

Interest. Interest on the unpaid balance hereof shall be at the rate of _____ percent (____%) per annum calculated on a monthly basis on the principal amount then outstanding, but in no event to exceed the maximum rate of interest allowed by law. If any payment due under this Note is more than ten (10) days late, the undersigned, jointly and severally, agree to pay Holder a late charge equal to five percent (5%) of the payment to cover the costs incurred by Holder in monitoring and collecting such late payment. If any amount under this Note is not paid when due (whether on demand, at stated maturity, by acceleration, or otherwise), such amount shall bear interest until paid at a rate per annum which is five percent (5%) above the rate of interest applicable to this Note prior to maturity, or such lesser maximum percentage amount permissible under applicable state law. Such sums shall become immediately due and payable.

Anything in this Note to the contrary notwithstanding, if, from any circumstances whatsoever, fulfillment of any provision hereof at the time performance of said provision shall be due shall involve transcending the limit of validity prescribed by the usury laws applicable in the State of Pennsylvania as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity so that in no event shall exaction be possible under any of the aforesaid documents or agreements in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity, and if under any circumstances whatsoever interest in excess of the limit of such validity will have been paid in connection with the loan evidenced by this Note, such excess shall be applied by Holder, the manner of handling such excess to be at Holder's election, and in case any such excess interest has accrued, Holder shall eliminate such excess interest so that under no circumstances shall interest on the loan evidenced by this Note exceed the maximum rate allowed by applicable law as preempted and prescribed from time to time by the laws of the United States of America or any rule or regulation of any department or agency thereof.

Prepayment. The undersigned shall have the right to pay the balance of this Note in full at any time during the term of the loan evidenced hereby.

Place of Payment. Principal, interest and late charges, if any, shall be payable at General Nutrition Corporation, Post Office Box 371171, Pittsburgh, Pennsylvania 15251-7171, or at such other place as Holder shall designate in writing to the undersigned.

Default. In the event of any event of default hereunder, as hereinafter defined (“Default”), then the entire unpaid principal amount of this Note, all late charges, and all accrued interest hereon shall immediately become due and payable without demand or other notice, time being of the essence of this Note. The occurrence of any one or more of the following shall constitute a Default:

1. The undersigned shall fail to pay when due any installment of principal or interest within five (5) days after the due date.
2. The undersigned shall admit an inability to pay debts as they mature or shall make an assignment for the benefit of any creditors.
3. A proceeding in bankruptcy, or for reorganization of the undersigned, or for the readjustment of any debt, under the federal Bankruptcy Code, as amended, or under any other laws, whether state or federal, for the relief of debtors, now or hereafter existing, shall be commenced by the undersigned, or shall be commenced against the undersigned and shall not be discharged within thirty (30) days of its commencement.
4. A custodian or trustee shall be appointed for the undersigned or for any substantial part of the undersigned’s assets, and such custodian or trustee shall not be discharged within thirty (30) days of his appointment, or such proceeding shall not be discharged within thirty (30) days of its commencement.
5. With respect to the undersigned’s retail business franchised to the undersigned in accordance with the terms and conditions of the Franchise Agreement dated as of _____ by and between the undersigned and GNC and located at _____ (hereinafter, the “Business”), (i) the undersigned sells, conveys, transfers, assigns or otherwise disposes of all or substantially all of the assets of the Business or (ii) without the express written consent of GNC, the undersigned ceases to retain at least ninety-five percent (95%) ownership control of the Business or (iii) the undersigned ceases to continuously operate the Business for any reason.
6. The occurrence of any “default” or “event of default” as defined in any Promissory Note (other than this Note), Purchase Money Security Agreement, Product Sales Agreement, Asset Purchase and Sale Agreement, or Franchise Agreement entered into with GNC, or the breach of any of the terms or conditions of any sublease, loan agreement, document, or instrument or any franchise or other agreement entered into with General Nutrition Corporation or GNC, which default or breach continues beyond any period of grace therein provided.

Setoff. Upon the occurrence of any event of Default, Holder shall have the right, in addition to all other rights under this Note or applicable law, to setoff against sums due under this Note all money owed by Holder in any capacity to the undersigned, whether or not due, and all property of the undersigned now or hereafter in the possession of Holder in any capacity whatsoever, and Holder shall be deemed to have exercised such right of setoff and to have made a charge against any such money or property immediately upon the occurrence of such event of Default, even though such charge is made or entered in the books of Holder subsequent thereto. Upon disposition of any collateral after the occurrence of any event of Default, the undersigned shall be and remain liable for any deficiency and Holder shall account to the undersigned

for any surplus, but Holder shall have the right to apply all or any part of such surplus (or to hold the same as a reserve) against any and all other liabilities of the undersigned to Holder.

Unconditional Obligation. Amounts payable under this Note are absolute and unconditional and shall not be subject to any set off or counterclaim or defense arising out of any agreement, contract, understanding, course of dealing or course of conduct with or between the undersigned and GNC or its parent, subsidiary or affiliated corporations or any of their respective officers, directors, shareholders, employees, agents, successors or assigns. Any waiver granted to the undersigned is limited solely to the particular event from which it arose and no waiver by Holder of any of the terms of this Note shall: (1) extend to any other present or future event or Default, or (2) impair any right of Holder consequent thereto. Holder, without notice to any of the undersigned and at any time whether or not this Note is due, may assign, pledge, or transfer this Note and any collateral therefore, whereupon Holder shall be relieved of all duties and responsibilities from any and all liability with respect to the collateral so pledged or transferred, and the rights and privileges of Holder under this Note shall inure to the benefit of its successors, assigns and any pledgee or transferee hereof.

Replacement of Note. Upon receipt by the undersigned of evidence of the loss, theft, destruction or mutilation of this Note, and, if mutilated, upon surrender and cancellation of this Note, the undersigned will make and deliver a new Note of like tenor in lieu of this Note. Any Note made and delivered in accordance with the provisions of this paragraph shall be dated as of the date hereof.

Certain Waivers. Presentment, notice of presentment, demand for payment, notice of demand, notice of dishonor, protest, notice of protest and any other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note and all other requirements necessary to hold the undersigned liable are hereby waived by the undersigned.

Governing Law. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, the law of which shall prevail in the event of any conflict of law.

Forum Selection. The undersigned agrees that any action brought by the undersigned against Holder in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Holder has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. The undersigned also agrees that Holder may, in its sole discretion, bring any action against the undersigned in any court, whether federal or state, within either a) the Commonwealth of Pennsylvania; or b) in any jurisdiction in which the undersigned resides or owns property. If Holder brings an action against the undersigned in any state or federal court located within the Commonwealth of Pennsylvania in the judicial district in which Holder has its principal place of business, the undersigned accepts generally and unconditionally the jurisdiction and venue of the aforesaid courts and waives any defense of forum non conveniens.

Waiver of Jury Trial. Holder and the undersigned agree that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Note, any and all transactions contemplated hereunder, the performance of this Note, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Holder and the undersigned hereby irrevocably waive any right either party may have to a trial by jury. Either Holder or the undersigned may file an original counterpart or a copy of this Note with any court as written evidence of the consent of Holder or the undersigned to the waiver of their right to trial by jury.

Partial Invalidity. If any terms, covenants, or conditions of this Note shall be invalid or unenforceable, the remainder of this Note shall nevertheless survive and be binding upon the parties hereto.

Collection Costs. If this Note is not paid when due and is placed with an attorney for collection, and whether or not suit is entered hereon against the undersigned, the undersigned further agrees to pay Holder, in addition to the principal and interest then due, the costs of suit and attorney's fees, provided, however, that in no event shall such attorney's fee exceed the maximum amount permitted by law.

Security. This Note is secured according to the terms and conditions of a security agreement of even date herewith.

Confession of Judgment. Power to confess judgment: The undersigned hereby irrevocably authorizes and empowers the Prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned, and, with or without complaint filed, confess judgment against each of the undersigned in favor of Holder, as of any term, for the unpaid balance hereof, whether or not due, together with unpaid interest and late charges thereon, costs of suit, and a reasonable attorney's fee for collection, in an amount not less than the greater of fifteen percent (15%) of the past due amount or One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), or as permitted by law, with release of all errors, waiving the right of inquisition on any inventory, fixtures, and equipment levied on, voluntarily condemning the same, and authorizing the Prothonotary or clerk to enter upon the Writ of Execution said voluntary condemnation and agreeing that said inventory, fixtures, and equipment may be sold on a Writ of Execution, and waiving all laws relating to the exemption of real or personal property from execution, to the extent that such laws may lawfully be waived by the undersigned, without stay of execution, appraisal, or right of appeal. If a copy of this Note, verified by affidavit by or on behalf of Holder shall have been filed in any such action, it shall not be necessary to file the original Note as a warrant of attorney or otherwise. No single exercise of the foregoing power to confess judgment shall be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be valid, voidable, or void, but the power shall continue undiminished and it may be exercised from time to time as often as Holder shall elect, until such time as Holder shall have received payment in full of the debt, interest, and costs.

Compliance with California Franchise Investment Law and California Finance Lender Law §22063. The undersigned represents to Holder that the proceeds of this Note, if advanced by Holder to the undersigned, will be used exclusively for the acquisition, construction, operation, development, equipping, expansion, contracting, consolidation, merger, recapitalization, reorganization, or termination of the undersigned's Franchised Business, and not for personal, family or household purposes.

By signing this instrument, the undersigned hereby acknowledges that it has read, understood, and agrees to the provisions contained herein, including the confession of judgment of each of the undersigned without prior notice or hearing and that this Note may be collected from any or all of the undersigned regardless of any claim any of the undersigned may have against Holder.

[SIGNATURE PAGE FOLLOWS]

As used herein, the term the “undersigned” shall refer to each of the undersigned and to all of the undersigned and all of the undersigned are jointly and severally bound hereby.

WITNESS the due execution hereof, with the intent to be legally bound hereby.

ATTEST:

Type Entity Name Here

Secretary or Assistant Secretary

_____, (SEAL)

SEAL

WITNESS:

Individually

WITNESS:

Individually

EXHIBIT J

Purchase Money Security Agreement

KK# _____

**PURCHASE MONEY
SECURITY AGREEMENT**

PURCHASE MONEY SECURITY AGREEMENT (this "Security Agreement") made at Pittsburgh, Pennsylvania on _____, 20__, by and between _____, a _____ ("Debtor"), and GENERAL NUTRITION CORPORATION, a Pennsylvania corporation ("Secured Party").

WITNESSETH THAT:

WHEREAS, Debtor has executed and delivered to Secured Party a certain Equipment and Inventory Promissory Note of even date herewith (the "Note", as more particularly defined in Section 1(g) below) to evidence the indebtedness of Debtor to Secured Party for the balance of the purchase price of certain equipment, fixtures, and inventory which Debtor acquired from Secured Party pursuant to an Asset Purchase and Sale Agreement ("Purchase Agreement") of even date herewith or as detailed in invoices with respect to such purchases; and

WHEREAS, as an inducement to Secured Party to accept the Note as evidence of such indebtedness, Debtor desires to secure the Note and any other Debt (as hereinafter defined), in the manner hereinafter set forth;

NOW, THEREFORE, for and in consideration of the Debt (as hereinafter defined), and of other good and valuable consideration rendered by Secured Party to Debtor, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Definitions. In addition to the words and terms defined elsewhere in this Security Agreement, the following words and terms shall have the following meanings, respectively, unless otherwise required by the context:

- (a) Words and terms used herein which are defined in Article 9 of the Code (as defined below) shall, unless otherwise defined herein or the context otherwise requires, have the meanings therein provided;
- (b) "Code" shall mean the Pennsylvania Uniform Commercial Code, 13 Pa.C.S. Section 1101 et seq.;
- (c) "Collateral" shall mean all Inventory, Equipment and Fixtures, and all attachments, accessories and parts used or intended to be used with such property, wherever located, whether now owned or hereafter acquired, including all substitutions and replacements thereof, and all Cash and Non-cash Proceeds (as those terms are defined by the Code) thereof and all Supporting Obligations relating to any of the foregoing;
- (d) "Debt" shall mean (i) all the indebtedness of Debtor evidenced by the Note, both principal and interest, late charges and any and all replacements, extensions, renewals or refinancings thereof in whole or in part, (ii) all costs and expenses incurred by Secured Party in any collection of such indebtedness, including, without limitation, reasonable attorney's fees, (iii) all future advances made by Secured Party for the protection and preservation of the Collateral or any portion thereof, (iv) all other obligations and liabilities of Debtor to Secured Party from time to time arising under or pursuant to this Security

Agreement, and (v) all other existing and future indebtedness, liabilities and obligations of Debtor to Secured Party, whether now or hereafter existing whether or not related to this Security Agreement or the Note, whether or not contemplated by Secured Party or Debtor at the date hereof, whether absolute or contingent, joint and/or several, including without limitation all indebtedness, obligations and liabilities of Debtor to Secured Party incurred pursuant to the indebtedness and any extension, renewal or substitutions of such indebtedness;

- (e) "Event of Default" shall mean any of the Events of Default described in Section 10 hereof;
- (f) "Law" shall mean all statutes, rules, regulations, ordinances, orders, injunctions, writs or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof;
- (g) "Note" shall mean the Equipment and Inventory Promissory Note executed and delivered by Debtor in favor of Secured Party of even date herewith, and any replacement, renewal, revision or refinancing thereof, including any Revised Note (as defined in the Purchase Agreement); and
- (h) "Security Agreement" shall mean this Security Agreement as it may be amended or supplemented from time to time.

2. Security Interest. Debtor hereby agrees that Secured Party shall have, and hereby grants to and creates in favor of Secured Party, a continuing security interest in and to the Collateral as security for the due and punctual payment of the Debt. Debtor hereby authorizes Secured Party to file a financing statement ("Financing Statement") describing the Collateral evidencing the security interest granted hereunder. Debtor represents and warrants that Secured Party shall at all times have a perfected first lien security interest in the Collateral and that Debtor will cooperate to take all necessary steps to protect and preserve the priority of the security interest in the Collateral.

3. Possession of Collateral. Except as otherwise provided herein, Debtor may retain possession of the Collateral, and at Debtor's sole expense keep and use the same unless and until an Event of Default shall occur hereunder.

4. Sale or Removal of Collateral.

- (a) Sale of Collateral. Debtor shall not sell or assign or attempt to sell or assign the Collateral or any interest therein, provided, however, that unless an Event of Default has occurred under this Security Agreement, Debtor may sell the Inventory (as defined in the Purchase Agreement) to customers in the ordinary course of business.
- (b) Removal of the Collateral. Except for the sale of inventory in the ordinary course of business, Debtor covenants and agrees that the Collateral will remain at the location stated on the Schedule of Collateral (the "Premises") and that without the written consent of Secured Party, Debtor shall not remove or suffer or permit the removal of the Collateral from the Premises. If, however, the Collateral is removed from the Premises by persons not within the control of Debtor, Debtor will promptly notify Secured Party in accordance with the provisions of Section 14 of this Security Agreement. Notwithstanding that Debtor may sell Inventory in the ordinary course of Debtor's business, Debtor further covenants and agrees that at no time during the time the Debt secured hereby exists, shall the value of Inventory located on the Premises be reduced below fifty percent (50%) of the value of

the Inventory as of the date of store opening. Debtor and Secured Party stipulate and agree that the value of the Inventory on the Premises as of the date of store opening is \$ _____.

5. Taxes. During the term of this Security Agreement, Debtor shall pay or cause to be paid when due all taxes, assessments and charges or levies imposed upon them or on any of the Collateral or any part thereof or with respect to the Note and the Security Agreement, including documentary stamp taxes, except where such tax, assessment, charge or levy is contested in good faith by appropriate proceedings with adequate reserves therefor having been set aside on their books. Debtor shall pay or cause to be paid all such contested taxes, assessments, charges or levies forthwith whenever foreclosure on any lien that attaches (or security therefor) appears imminent. Debtor on demand shall promptly furnish Secured Party with receipts showing any such payment and Debtor shall not permit the Collateral, or any part thereof, to be levied upon or sold for any tax, charge or assessment whatsoever, nor permit to be done to, in, upon or about the Collateral, anything that may impair the value thereof, or the security interest therein created hereby.

6. Other Provisions Applicable to the Collateral. Debtor covenants and agrees that during the term of this Security Agreement:

- (a) State of Organization/Location of Principal Place of Business. Debtor is a corporation [individual or other entity], duly formed, validly existing and in good standing under the laws of the State of _____. The principal place of business of Debtor is located at the Premises as more fully described in the attached Schedule. Debtor shall not move its principal place of business or change its state of organization except in accordance with subparagraph (c) below.
- (b) Location of Books and Records. Debtor's original books of account and records relating to the Collateral are, and shall continue to be, kept at its principal place of business. Debtor shall not permit any original books of account or records concerning the Collateral to be located at any other address except such new locations as it may establish in accordance with subparagraph (c) below.
- (c) Establishment of New Location, Name or State of Organization. If Debtor desires to establish a new location for its principal place of business where Collateral or original books of account or records relating to the Collateral may be kept, to establish a new name or names in which it maintains records concerning the Collateral or take title to the Collateral, or change its state of organization, then Debtor shall first, with respect to each new location, name or state:
 - (1) Give Secured Party written notice of its intention to do so and provide Secured Party with such information in connection therewith as Secured Party may reasonably request; and
 - (2) Take such action, as directed by Secured Party as may be necessary to maintain at all times the perfection and first priority of the security interest in the Collateral granted to Secured Party hereunder.
- (d) Inspection. Secured Party shall have the right, during normal business hours and from time to time, to inspect the Collateral and to examine and make copies or extracts from the books and records of Debtor concerning the Collateral. Debtor, if requested by Secured Party, shall from time to time, within ten (10) days of such request, provide Secured Party with

schedules describing all Collateral covered by this Security Agreement; provided, however, that Debtor's failure to execute and deliver such schedules shall not affect or limit Secured Party's security interest or other rights in and to the Collateral.

7. Insurance. Debtor shall maintain, or cause to be maintained the following policies of insurance:

- (a) Debtor shall procure and maintain in full force and effect during the term of this Security Agreement, at Debtor's sole expense, an insurance policy or policies protecting Debtor and Secured Party, and its officers, directors, shareholders, and employees, against any claims for loss, liability, personal injury, death, property damage, or any expense whatsoever arising out of or occurring upon or in connection with the Collateral.
- (b) Such policy or policies shall be written by an insurance company satisfactory to Secured Party, and shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified by Secured Party from time to time), the following:
 - (1) Comprehensive general liability insurance, including product liability, contractual liability, personal injury and property damage, in the amount of Two Million Dollars (\$2,000,000) combined single limit, and naming Secured Party as an additional insured in each such policy or policies;
 - (2) Fire, vandalism, and extended coverage casualty insurance with primary and excess limits of not less than the full replacement value of the Collateral, and naming Secured Party as loss payee as its interest may appear.

Such policy or policies shall provide that proceeds shall be payable to Debtor or Secured Party as their interests may appear and that the insurer is required to pay Secured Party even if the insurer has a valid defense against paying Debtor.

- (c) Upon obtaining the insurance required by this Security Agreement and on each policy renewal date thereafter, Debtor shall promptly submit evidence of satisfactory insurance and proof of payment therefore to Secured Party, together with, upon request, copies of all policies and policy amendments. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least thirty (30) days prior written notice to Secured Party.
- (d) Should Debtor, for any reason, fail to procure or maintain the insurance required by this Security Agreement, Secured Party shall have the right and authority (without, however, any obligation to do so), immediately to procure such insurance and to charge the cost of same to Debtor, which charges, together with costs and expenses in so acquiring the policy or policies, shall be payable by Debtor upon demand.

8. Title to Collateral. Debtor warrants and represents that there are no restrictions on the granting by Debtor to Secured Party of the security interest created hereby, that Debtor is the owner of the Collateral free and clear of all liens, claims, charges, security interests and other encumbrances of any kind or nature (except as created hereby) and that Debtor has the authority to execute, deliver and consummate this Security Agreement without the consent of any other person or legal entity.

9. Events of Default. The following shall be "Events of Default" under this Security Agreement and the terms "Events of Default" or "Default" shall mean any one or more of the following events:

- (a) Default in Payment of Principal of Note. Debtor shall fail to pay when due any payment of principal or interest due under the Note and such failure shall continue for a period of thirty (30) days.
- (b) Default at Maturity. Debtor shall fail to pay any indebtedness for borrowed money upon maturity or when such indebtedness becomes or is declared to be due and payable prior to its express maturity by reason of any default in the performance of or observance of any obligation or condition in connection with such indebtedness, and such failure shall continue beyond any applicable grace period.
- (c) Default in Material Agreement. Debtor be declared to be in default under any material contract, agreement or instrument to which Debtor is a party or by which Debtor or its property are bound including, without limitation, the Note, the Purchase Agreement, Product Sales Agreement, Franchise Agreement, Sublease, and/or any other documents or instruments evidencing or securing any obligation of Debtor to Secured Party under or in connection with this Security Agreement or any of the foregoing documents and instruments and such default shall continue beyond any applicable curative period stated therein.
- (d) Insolvency. Debtor shall become insolvent or admit an inability to pay debts as they become due, or apply for, consent to, or acquiesce in the appointment of a trustee, custodian or receiver for any property; or in the absence of such application or acquiescence, a trustee, custodian or receiver is appointed for Debtor, under any bankruptcy, reorganization, debt arrangement, insolvency law (whether now or hereafter in effect) and such appointment shall not have been terminated within thirty (30) days thereafter, or any dissolution or liquidation proceeding is instituted against Debtor or is consented to or acquiesced in by Debtor; or Debtor shall make an assignment for the benefit of creditors and such inability or assignment shall continue for a period of thirty (30) days.
- (e) Levy or Repossession of Collateral. Any judgment creditor of Debtor shall obtain possession of any Collateral by any means including, without limitation, levy, distraint, replevin or self-help.
- (f) Non-Performance or Observance of Covenants. Failure by Debtor to perform or observe any of the agreements and covenants set forth in this Security Agreement or in the Note and not constituting an Event of Default under Subparagraph (a) hereof and such failure or default shall continue for thirty (30) days after receipt of notice of such failure or default from Secured Party or the holder of the Note.
- (g) Representations Incorrect. Any representation or warranty made by Debtor herein or in the Note or otherwise, as an inducement to Secured Party to enter into this Security Agreement is untrue in any material respect, or any schedule, statement, report, notice or writing furnished by Debtor to Secured Party is untrue in any material respect as of the date on which the facts set forth therein are stated.
- (h) Material Adverse Change. Secured Party shall have determined in good faith and reasonably that a material adverse change has occurred in the business operations or financial condition of Debtor or that the prospect of payment of the Note or performance under this Security Agreement has become impaired.

- (i) Judgments. The issuance, filing or levy against Debtor of an attachment, injunction, execution, tax lien or judgment in excess of Ten Thousand Dollars (\$10,000) which is not discharged in full or stayed within thirty (30) days after issuance or filing.

10. Remedies on Default. Upon the occurrence of any Event of Default or Default, and without notice, Secured Party may:

- (a) Acceleration. Declare the Debt to be immediately due and payable, and the Debt shall thereupon become and be immediately due and payable, without presentment, demand, protest, notice of protest or other notice of dishonor of any kind (all of which are hereby expressly waived by Debtor) and Secured Party may proceed to protect and enforce its rights either by suit in equity and/or by action at law, whether for specific performance of any covenants or agreement contained in this Security Agreement or the Note or in aid of the exercise of any power granted herein or therein or proceed to obtain judgment or any other relief whatsoever appropriate to the action or proceeding, or proceed to enforce any other legal or equitable right of any holder of the Note.
- (b) Additional Remedies. After any acceleration as provided for in subparagraph (a) above, Secured Party shall have, in addition to the rights and remedies given it by this Security Agreement and the Note, all those allowed by applicable law, including, without limitation, the Code. Without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as specifically required by this Security Agreement or the Note) or demand whatsoever to Debtor (all of which are hereby expressly waived) (i) repossess the Collateral at its location or (ii) without advertisement, sell at public or private sale or otherwise realize upon the whole or, from time to time, any part of the Collateral, or any interest which Debtor may have therein.
 - (i) If Secured Party repossesses the Collateral, Secured Party will credit the Debtor the wholesale value of the saleable inventory, and Secured Party shall have the right to set-off this credit against any or all amounts owing to Secured Party by Debtor under this Security Agreement, the Franchise Agreement, Sublease, Note, and any other agreement with Secured Party, its affiliates, successors or assigns.
 - (ii) If Secured Party sells, in whole or in part, at public or private sale, the Collateral to the extent permissible under applicable law, Secured Party will credit the Debtor the sales price of the goods sold, and Secured Party shall have the right to set-off the sales price against any or all amounts owing to Secured Party by Debtor under this Security Agreement, the Franchise Agreement, Sublease, Note, and any other agreement with Secured Party, its affiliates, successors or assigns. Notice of any public or private sale or other disposition shall be given at least ten (10) days before the time of any intended public sale or before the time after which any intended public or private sale or other disposition of the Collateral is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. Debtor agrees to assemble, or to cause to be assembled, at Debtor's own expense, the Collateral at such place or places as Secured Party shall designate. Debtor hereby waives and releases any right of redemption to the Collateral sold.
- (c) Without limiting the generality of any of the rights and remedies conferred upon Secured Party under this Section, Secured Party may, to the full extent permitted by applicable law:

- (i) Enter any premises where the Collateral is located and take possession and control of the same and keep and store the Collateral on such premises or if the Collateral is located on the Premises, operate the business wherein the Collateral is located. If such premises or Premises are deemed to be the property of Debtor or either of them, Debtor agrees not to charge Secured Party for use, access, storage or otherwise during the period Secured Party is exercising its rights with respect to the Collateral under the Code and this Security Agreement;
 - (ii) Upon ten (10) days' prior notice, which shall be deemed to be reasonable notice, sell all or any portion of the Collateral at public or private sale at such place or places and at such time or times and in such manner and upon such terms, whether for cash or credit, as Secured Party in its sole discretion may determine; and
 - (iii) Endorse in the name of Secured Party any instrument, howsoever received by Secured Party, representing the Collateral or proceeds.
- (d) Application of Moneys. Secured Party shall apply the proceeds of any sale of, repossession of, or other disposition or realization upon the Collateral in the following manner:
- (i) First, to the payment or reimbursement of all reasonable advances, expenses and disbursements of Secured Party (including, without limitation, the fees and disbursements of its counsel and agents) incurred in connection with the administration and enforcement of, or the preservation of any rights under this Security Agreement;
 - (ii) Second, to the repayment of the Debt, whether for principal, interest or expense in such order as Secured Party shall designate;
 - (iii) Third, to the payment or reimbursement of all amounts due under the Franchise Agreement, Sublease, Product Sales Agreement or any other agreement between Debtor and Secured Party, its affiliates, successors or assigns; and
 - (iv) Fourth, to any balance to be distributed as required by Law. If the proceeds of any such sale of or other disposition or realization upon the Collateral are insufficient to pay the Debt to Secured Party, then Debtor shall remain liable for such deficiency thereafter.
- (e) Right of Set-Off. Secured Party shall have the right to set-off as against any or all amounts owing to Debtor or either of them by Secured Party, including, without limitation, any and all other property of Debtor at any time in the possession of Secured Party, and for such purpose Secured Party shall have and there is hereby granted to and created in favor of Secured Party, a first lien on all such property.
- (f) Remedies Cumulative; No Waiver. All rights and remedies given by this Security Agreement and the Note are cumulative and not exclusive of any thereof or of any other rights or remedies available to Secured Party, and no course of dealing between Debtor (individually and collectively, as applicable) and Secured Party or any delay or omission in exercising any right or remedy shall operate as a waiver of such right or remedy, and every right and remedy may be exercised from time to time and as often as shall be deemed appropriate by Secured Party.

- (g) Expense of Secured Party. Debtor shall, on demand, reimburse Secured Party for all expenses, including the reasonable fees and expenses of legal counsel for Secured Party, incurred by Secured Party in connection with the enforcement of this Security Agreement and the Note, and the collection or attempted collection of the Note.

11. Termination. This Security Agreement shall be terminated only by filing of a termination statement in accordance with applicable provisions of the Code. Until terminated, the security interest created under this Security Agreement shall continue in full force and effect and shall secure and be applicable to all advances now or hereafter made by Secured Party to Debtor, whether or not Debtor is indebted to Secured Party immediately prior to the time of such advance. If Secured Party, after termination of this Security Agreement, should have to disgorge payments made by Debtor for any reason, including bankruptcy, Secured Party's lien shall be immediately reinstated.

12. Notice. Any notice of default or other notice required to be given or which Secured Party shall give to Debtor hereunder may be given by Secured Party to Debtor in person, by overnight delivery, or by United States certified mail, return receipt requested, addressed to Debtor at such address as shall have been last designated in writing by Debtor to Secured Party as a place for the giving of notice, or, in the absence of such designation, then at the address appearing by Debtor's signature below.

13. Successors and Assigns. The terms used to designate any of the parties herein shall be deemed to include their respective successors and assigns, and the term "Secured Party" shall also include any lawful owner, holder or pledgee of the Note.

14. Perfection of Security Interest. Debtor shall authorize and/or join with Secured Party in executing one or more financing statements and continuation statements in form satisfactory to Secured Party and Debtor shall pay the cost of filing the same or filing or recording this Security Agreement in all public offices and the cost of all searches of records, wherever filing or recording or searching of records is deemed by Secured Party to be necessary. Debtor irrevocably appoints Secured Party as its agent and attorney in fact to execute any such financing statements in Debtor's name. At the request of Secured Party, Debtor shall, from time to time, authorize and/or execute additional or supplemental agreements to confirm Secured Party's security interest in the Collateral.

15. Subrogation and Marshalling. Debtor hereby waives, surrenders and agrees not to claim or enforce, so long as the Debt or any portion thereof remains outstanding: (a) any right to be subrogated in whole or in part to any right or claim of the holder of any part of the Debt and (b) any right to require the marshalling of any assets of Debtor which right of subrogation or marshalling might otherwise arise from any payment to the holder of any part of the Debt arising out of the enforcement of the security interest granted hereby, or any other mortgage or security interest granted by Debtor or any other person to Secured Party, or the liquidation of or realization upon the Collateral, any other collateral granted by Debtor or any other person to Secured Party, or any part thereof.

16. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

17. Governing Law. This Security Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

18. Forum Selection. The parties agree that any action brought by Debtor against Secured Party in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Secured Party has its principal place of business, provided further that, if there is

subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. The parties also agree that the Secured Party may bring any action against the Debtor in any court, whether federal or state, within either (a) the Commonwealth of Pennsylvania; or b) in any jurisdiction wherein Debtor resides or owns property. If Secured Party brings an action against Debtor in any state or federal court located, Debtor accepts generally and unconditionally the jurisdiction and venue of the aforesaid courts and waives any defense of forum non conveniens.

19. Waiver of Jury Trial. Secured Party and Debtor agree that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Security Agreement, any and all transactions contemplated hereunder, the performance of this Security Agreement, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Secured Party and Debtor hereby irrevocably waive any right either party may have to a trial by jury. Either Secured Party or Debtor may file an original counterpart or a copy of this Security Agreement with any court as written evidence of the consent of Secured Party or Debtor of the waiver of their right to trial by jury.

20. Partial Invalidity. If any terms, covenants, or conditions of this Security Agreement shall be invalid or unenforceable, the remainder of this Security Agreement shall nevertheless survive and be binding upon the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto caused this Security Agreement to be executed, as of the day and year first above written.

WITNESS

DEBTOR - Corporation or Partnership

Type Entity Name Here

ATTEST

By: _____
Name: _____
Title: _____

By: _____, (SEAL)
Name: _____
Title: _____

WITNESS

DEBTOR - Individually

Witness

By: _____, (SEAL)
Name: _____

Witness

By: _____, (SEAL)
Name: _____

ADDRESS OF DEBTOR:

ATTEST

**SECURED PARTY
GENERAL NUTRITION
CORPORATION**

By: _____
Name: _____
Title: Assistant Secretary

By: _____, (SEAL)
Name: _____
Title: Sr. Vice President

ADDRESS OF SECURED PARTY:

300 Sixth Avenue
Pittsburgh, PA 15222

EXHIBIT K

Sublease

SUBLEASE

KK#

THIS SUBLEASE, dated as of this ____ day of _____, 2016 is by and between GENERAL NUTRITION CORPORATION, a Pennsylvania corporation, ("Sublessor") and _____, a _____ ("Sublessee").

WITNESSETH

WHEREAS, Sublessor is the Lessee of a certain Lease dated _____, as may be amended (collectively, the "Overlease") a copy of which is annexed hereto as Exhibit A and expressly made a part hereof, with _____ ("Overlandlord") having its principal address at _____.

WHEREAS, Sublessee desires to sublet from Sublessor the certain premises containing _____ square feet in the Shopping Center known as _____ situated in _____, as further described in the Overlease, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the provisions hereof, Sublessor and Sublessee do hereby covenant and agree as follows:

1. Premises and Term

Sublessor hereby subleases to Sublessee, and Sublessee hereby rents from Sublessor, the premises described in the Overlease (the "Premises") for the remaining term of the Overlease, including any extensions and renewals thereof (the "Term"), and expiring on the expiration date or on such earlier date upon which said term may expire or be canceled or terminated pursuant to any of the provisions of the Overlease or this Sublease upon and subject to the covenants, agreements, terms and conditions herein contained.

2. Charges

A. The Minimum Rent shall commence on the date hereof ("Rent Commencement Date") and shall be payable in accordance with the Overlease.

Sublessee agrees to pay the Minimum Rent in advance on the first day of each and every calendar month during said Term. Minimum Rent for any period less than a calendar month shall be prorated and adjusted as set forth in the Overlease. Sublessee covenants to pay the Minimum Rent and other charges herein reserved or payable to Sublessor at the office of Sublessor or at such other place as Sublessor may designate, by prior written notice, in lawful money of the United States of America, without demand therefor and without any deduction, setoff or abatement whatsoever, except as expressly provided or incorporated by reference in this Sublease.

B. In addition to the Minimum Rent, Sublessee shall pay to Sublessor any and all real estate taxes, insurance, maintenance, repair, dues, trash removal costs, utilities, percentage rent or other costs relating to the Premises as they are due and payable under the Overlease, beginning on and continuing with the dates set forth in the Overlease.

C. Sublessee shall make all payments required to be made by Sublessor under the Overlease, including, without limitation, any charges that the Overlandlord makes as a condition to consenting to this Sublease.

D. In the event that Sublessee fails to pay Minimum Rent or any other charges due hereunder, Sublessee shall pay 1.5% of the amount due calculated on the basis of a 30-day month and prorated over the number of days beyond the due date until such payment is received by Sublessor.

3. Use of Premises

Sublessee expressly covenants, represents, warrants and agrees that the Premises shall be used and occupied only for the purposes set forth in the Overlease. Violation of this covenant shall be deemed a material breach of this Sublease. In the event of a breach by Sublessee, Sublessor shall have the right to invoke any and all remedies under this Sublease and any remedies allowed by law or in equity by reason of such breach by Sublessee.

4. Provisions of Overlease

Sublessee hereby assumes all of the responsibilities and obligations on the part of the Sublessor to be performed under the Overlease with respect to the Premises after the commencement of the Sublease Term, except for payment of rent and except as modified in this Sublease. Except as otherwise expressly provided in this Sublease, all of the terms, provisions, covenants and conditions contained in the Overlease, and such rights and obligations as are contained in the Overlease, are hereby imposed upon the respective parties hereto, with Sublessor being substituted for the Overlandlord in said Overlease, with the Sublessor having all of the rights, remedies and powers of the Overlandlord as set forth in the Overlease, and the Sublessee being substituted for the Lessee in the Overlease, with the Sublessee having all the rights, obligations and duties of the Lessee as set forth in the Overlease, it being distinctly understood and agreed, however, that Sublessee shall not have the right to seek to assign or sublet this Sublease without the consent of Sublessor.

Notwithstanding anything to the contrary set forth herein, it is understood and agreed that any rights to terminate the Overlease because of failure to achieve a specified level of sales in a particular year, or any rights contained in the Overlease to exercise any options or renew or extend the term of the Overlease are personal to Sublessor. Accordingly, the decision as to whether to exercise any such right shall be entirely within the discretion of Sublessor and shall not in any way be made by Sublessee.

Sublessor shall not be bound by any warranties and representations made by the Overlandlord in the Overlease, nor shall Sublessor be obligated to perform any of the terms, covenants, conditions and agreements in the Overlease required to be performed by the Overlandlord, and Sublessee agrees to look solely to the Overlandlord for the performance of the same. However, Sublessor covenants that it will pay Minimum Rent and all additional charges to the Overlandlord as provided in the Overlease.

In the event the Overlease is terminated pursuant to its terms for any reason, this Sublease shall automatically cease and terminate as of the date upon which the Overlease is so terminated. Upon termination of the Overlease, all Minimum Rent and additional charges provided for in this Sublease shall be prorated as of the date of such termination, and all Minimum Rent and additional charges owing to the Sublessor hereunder shall be paid to the Sublessor, prorated as aforesaid, and thereafter, neither party shall have any further obligation to the other thereafter arising under this Sublease, except for those obligations which by their terms and/or nature survive the termination of this Sublease.

Sublessee hereby indemnifies and agrees to hold harmless Sublessor against any and all claims, expenses, loss and damage, including without limitation, attorney's fees and disbursements, which may, at any time be asserted by Overlandlord against Sublessor for failure of Sublessee to perform any of the covenants, agreements, terms provisions, or conditions contained in the Overlease, which by reason of the provisions of this Sublease, Sublessee is obligated to perform

Notwithstanding anything to the contrary in this Sublease, if Sublessee, after ten (10) days' written notice from Sublessor, fails to correct a condition caused by Sublessee which Sublessor in its sole discretion determines would place Sublessor in default under the Overlease, Sublessor shall have the immediate right to correct the condition at the sole cost and expense of Sublessee, which amount, together with interest thereon at a rate of 12% per annum shall be payable by Sublessee to Sublessor on demand.

5. Sublessor Not Liable for Acts of Overlandlord

Notwithstanding anything in this Sublease to the contrary, Sublessor shall not be liable for any of the obligations, duties, responsibilities or liabilities of the Overlandlord under the Overlease or for the failure or any delay by the Overlandlord to perform or discharge the same. Whenever the consent or approval or other action on the part of the Sublessor is required hereunder, Sublessor shall not be obligated or required to give any such consent or approval, or to take any action in the event the consent or approval or other action of the Overlandlord under the Overlease is also required by the provisions of the Overlease, unless and until the Overlandlord under the Overlease shall have given such consent or approval or taken such action. As between Sublessor and Sublessee, Sublessor shall not be obligated to take any action by reason of any matter relating to the construction, operation or maintenance, repair, replacement or restoration of the Premises or of any facilities or services thereof.

6. Brokers

Sublessee and Sublessor represent that they have not dealt with any broker or brokers in connection with this Sublease. Sublessee and Sublessor hereby indemnify and hold each other harmless from all liability to any broker claiming to have acted on behalf of Sublessee or Sublessor or their respective representatives.

7. Condition of Premises

Except as specifically set forth herein, and based upon the fact that Sublessee is accepting the Premises in an "as is" condition, neither Sublessor nor Sublessor's agents have made any representations or promises with respect to the Premises or the equipment and improvements therein situated or the physical condition thereof. Sublessee accepts the Premises in an "as is" condition.

Neither Sublessor nor Sublessor's agents have made any representations or promises with respect to the Premises or the Overlease including, but not limited to, the physical condition of the building or the equipment or improvements therein, the land upon which it is erected, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the Premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Sublessee by implication or otherwise except as expressly set forth in the provisions of the Sublease. Sublessee acknowledges that the taking of possession of the Premises by Sublessee shall be conclusive evidence that the Premises and the building of which the same form a part are in good and satisfactory condition at the time such possession was so taken, except as otherwise provided herein and except for latent defects, if any. Sublessor shall be under no obligation to make and/or pay for any alterations, additions, installations, substitutions, improvements or decorations to the Premises.

8. Sublessee's Rights Against Overlandlord

Sublessor agrees that in the event Overlandlord fails or refuses to comply with any provision of the Overlease affecting the Premises or any part thereof or the access to or use or occupancy thereof, then Sublessee shall have the right, but shall not be obligated in its own name or as the true and lawful representative of Sublessor in Sublessor's name, but at Sublessee's sole cost and expense, to require and obtain performance by Overlandlord pursuant to the terms of the Overlease. Sublessor covenants and agrees that in the event of such failure or refusal by Overlandlord, provided that the same shall be without cost or expense to it, and is requested by Sublessee, Sublessor shall join in and give its full cooperation and assistance to any action or proceeding in connection with or resulting from Overlandlord's failure or refusal to comply with any of the terms, covenants and conditions of the Overlease affecting the Premises or the access to or the use or occupancy thereof.

9. Overlease Audits

Sublessor may (but is not obligated to) conduct periodic audits of Common Area Maintenance (CAM) charges and other charges under the Overlease. Sublessee shall provide or make available such records and information as may be necessary for Sublessor to conduct and complete such audits. Sublessor agrees to pass on any savings resulting from such audits to Sublessee; provided, that Sublessor shall be entitled to retain, or invoice Sublessee for, as the case may be, an amount equal to Thirty Percent (30%) of any such savings. Sublessee agrees to pay any invoice in accordance with its terms.

10. Sublessor's Services

To the extent and only to the extent that the Overlandlord, pursuant to the provisions of the Overlease, shall furnish services to or for the benefit of the Premises under the Overlease without additional charge or rental, Sublessee shall be entitled to receive such services to and for the benefit of the Premises without additional charge or rental. Sublessee agrees to look solely to the Overlandlord for the rendition of such services or of any other services provided in this Sublease, and Sublessor shall not be liable to Sublessee for any loss, damage or expense resulting from any failure of the Overlandlord to furnish such services, unless due to the acts of misconduct on the part of the Sublessor as Lessee under the Overlease.

11. Consents of Overlandlord

Whenever Sublessee wishes to do something to or affecting the Premises or any part thereof which requires the consent of the Overlandlord, or whenever the consent of the Overlandlord is required under the Overlease with respect to any matter affecting the Premises or any part thereof, upon request from Sublessee, Sublessor will request such consent from the Overlandlord. In the event, however, that Overlandlord shall refuse to grant such consent, Sublessor shall have no liability to the Sublessee hereunder, nor shall the rent abate, nor shall the obligations of the parties hereto to each other be affected by reason thereof.

12. Communications from Overlandlord

Sublessor shall deliver to Sublessee copies of all notices, requests or demands which relate to the Premises promptly after receipt thereof from Overlandlord as provided in paragraph 12 hereinbelow.

13. Sublessor's Rights

Sublessor shall maintain the right during the entire term of the Sublease and subsequent term hereof, to require Sublessee, in Sublessor's sole discretion, at Sublessee's cost to change locations within

the Shopping Center, increase or decrease the square footage of the Premises, modify the rent or other charges, add, reduce or eliminate any radius clause, purchase or install fixtures that conform to Sublessor's then current design, install or upgrade equipment, including without limitation a point of sale cash register system or other equipment then currently in use by other of the Sublessor's subtenants, take on additional expenses and otherwise agree to any and all modifications that Sublessor deems appropriate in the best interest of both Sublessor and Sublessee. In addition, it shall be in Sublessor's sole discretion to amend the Overlease, renew and/or extend the Sublease and/or exercise any option period pursuant to the terms stated in the Overlease and Sublessee shall be bound by the terms thereof. Sublessor shall have no duty or obligation to exercise any option to renew or otherwise renew the Overlease. Sublessor or its affiliate shall have the right to enter the Premises to cure a default under the Franchise Agreement between Sublessor and Sublessee or under this Sublease and to take such necessary reasonable actions to protect Sublessor's proprietary marks and franchise system. Sublessee shall not enter into ongoing contractual agreements directly with the Landlord, such as Pylon Sign Agreements, Merchant Association Agreements, and Storage Space Agreements. The right to enter into those agreements is exclusive to Sublessor.

14. Notices

All notices hereunder shall be in writing and shall be deemed given when received or refused by registered or certified mail, return receipt requested or by a recognized overnight courier by the party for which intended, addressed as follows:

To Sublessor: General Nutrition Corporation
 300 Sixth Avenue
 Pittsburgh, PA 15222
 Attention: Real Estate Counsel
 KK #

To Sublessee: _____

15. Default of Sublessee

In the event of: (i) any failure of Sublessee to pay any rental or other charges within the period set forth both herein and in the Overlease; or (ii) any failure to perform any other of the terms, conditions or covenants of this Sublease or the Overlease to be observed or performed by Sublessee for more than the period set forth in the Overlease; or (iii) if Sublessee or an agent of Sublessee shall willfully falsify any statement or certificate required to be furnished to Sublessor pursuant to the terms of this Sublease; or (iv) if Sublessee shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Sublessee in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency, or for reorganization or for the appointment of receiver or trustee of all or a portion of Sublessee's property; or (v) if Sublessee makes an assignment for the benefit of creditors; or (vi) if Sublessee shall abandon the Premises, or suffers this Sublease to be taken under any writ of execution; or (vii) if Sublessee's franchise agreement is terminated, then Sublessor, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises, and such property may be removed and stored in a public warehouse, or elsewhere at the cost of and for the account of Sublessee, without being guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby unless occasioned by the act, omission or negligence of Sublessor. It is understood that sixty (60) days will be provided for an involuntary bankruptcy proceeding to be discharged.

It is understood and agreed that upon any default by Sublessee or any corporation, limited liability company or limited partnership owned or controlled by Sublessee under any franchise agreement with Sublessor, for the Premises or any default by Sublessee under any of the terms of the Overlease, this Sublease shall be subject to termination immediately upon Sublessor's written notice to Sublessee.

Should Sublessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Sublease, or it may from time to time, without terminating this Sublease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet said Premises or any part thereof for such term or terms (which may not be for a term extending beyond the term of this Sublease) and at a commercially reasonable rental, and upon such other terms and conditions as Sublessor in its sole discretion may deem advisable. The failure of Sublessor to relet the Premises or any part or parts thereof shall not release or affect Sublessee's liability for damages; however, Sublessor covenants it will use its best efforts to relet the Premises at a commercially reasonable rent. Upon each such reletting, all rentals received by the Sublessor from such reletting shall be applied first to the payments of any indebtedness other than rent due hereunder from Sublessee to Sublessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and reasonable attorneys' fees and of costs of such repairs; third, to the payment of rent due and payable hereunder from the date last paid to the Expiration Date. If such rental received from such reletting during any month is less than that to be paid during that month by Sublessee hereunder, Sublessee shall pay any such deficiency to Sublessor.

Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Sublessor to collect the deficiency for any subsequent month by a similar proceeding.

In the event of a breach by Sublessee of any of the covenants or provisions hereof, Sublessor shall have the right to invoke any remedy allowed at law or in equity. Mention in this Sublease of any particular remedy shall not preclude Sublessor from any other remedy in law or in equity.

No such reentry or taking possession of said Premises by Sublessor shall be construed as an election on its part to terminate this Sublease for such previous breach. Should Sublessor at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Sublessee all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the amount of rent and charges equivalent to rent reserved in this Sublease for the remainder of the stated term plus interest and costs.

16. Jury Trial Waiver

SUBLESSOR AND SUBLESSEE AGREE THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR OTHER PROCEEDING WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS SUBLEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE OF THIS SUBLEASE, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. SUBLESSOR AND SUBLESSEE HEREBY IRREVOCABLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY. EITHER SUBLESSOR OR SUBLESSEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SUBLEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUBLESSOR AND SUBLESSEE OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

17. Forum Selection

The parties agree that any action brought by Sublessee against Sublessor in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Sublessor has its principal place of business; and the parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. The parties also agree that the Sublessor may, in its sole discretion, bring any action against Sublessee in any court, whether federal or state within either (a) the Commonwealth of Pennsylvania; or (b) in any jurisdiction in which the subleased Premises is located. If Sublessor brings an action against Sublessee in any state or federal court so located, Sublessee accepts generally and unconditionally the jurisdiction and venue of the aforesaid courts and waives any defense of forum non conveniens.

18. Successors and Assigns

The covenants, conditions and agreements contained in this Sublease shall bind and insure to the benefit of Sublessor and Sublessee and their respective successors and legal representatives and, except as otherwise provided in this Sublease, their assigns. Sublessee shall not have the right to assign this Sublease to a corporation controlled by Sublessee without Sublessor's written consent. In the event Sublessor consents to such assignment, Sublessee shall remain liable on this Sublease. All issued shares of such corporation must be pledged to Sublessor.

19. Severability

If any term or provision, or any portion thereof of this Sublease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, or would cause this transaction to be construed as other than a sublease, the remainder of this Sublease, or the other application of such term or provision, shall not be affected thereby, and each term and provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

20. Overlease

Provided Sublessee duly and punctually performs its obligations set forth in this Sublease, Sublessor expressly agrees to perform and conform to the terms, covenants and conditions of the Overlease. All capitalized terms not defined herein shall have the meanings in the Overlease.

21. Entire Agreement

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Sublessor and Sublessee other than herein set forth; provided, that nothing in this Sublease is intended to disclaim the representations made in Sublessor's Franchise Disclosure Document. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublessor or Sublessee unless in writing and signed by both parties.

22. Modifications

Sublessor hereby reserves the right to periodically prescribe specific restrictions and requirements upon the Sublessee with regard to the day to day operations of the store, including, but not limited to, the hours of operation, delivery of product and security requirements.

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Sublease to be executed and delivered the day and year first above written.

ATTEST:

GENERAL NUTRITION CORPORATION

By: _____
Amy Nathan
Assistant Secretary

By: _____
Michael C. Smith, Vice President
Real Estate & Construction

ATTEST/WITNESS:

[SUBLESSEE]

By: _____
Witness

By: _____
President

By: _____
Witness

By: _____
Vice President

EXHIBIT L

Direct Leasing Program

EXHIBIT L-1

Negotiating a Landlord Proposal

GNC Negotiating a Landlord Proposal

These guidelines represent preferred provisions and are given to you purely for informational purposes and to give you some advance notice as to what we will look for during the lease approval process. They should not be seen as providing legal or other advice on how to negotiate your lease. Lease negotiation is solely your responsibility, and we strongly encourage you to obtain the advice of legal counsel before entering into any lease negotiation or lease obligation.

During the landlord contact stage, the landlord typically will generate a proposal in writing, to which the tenant will be requested to respond.

Below we have provided the recommended parameters that GNC strives to achieve.

Recommended Parameters and Terminology

(These provisions represent a sample of the provisions we strive for.)

Store Size: 1,000 to 1,400 square feet with a minimum 20 foot frontage and a column-free space.

Base Term: Five year deal with specific dollar per square foot.

Percentage Rent: Percentage rent is a negotiated number whereby the landlord is paid “additional rent” after a certain annual sales figure is attained. This sales level is referred to as a “breakpoint”. It is GNC’s preference to eliminate this clause. Note: The lower the percentage number, the higher the breakpoint and vice-versa.

Breakpoint is calculated as follows:

Assume: 5 year lease
1,200 sq. ft. store
6% percentage rent

Base Rent: Year 1: \$18.00 psf – Breakpoint: \$360,000
Year 2: \$20.00 psf – Breakpoint: \$400,000
Year 3: \$22.00 psf – Breakpoint: \$440,000
Year 4: \$24.00 psf – Breakpoint: \$480,000
Year 5: \$26.00 psf – Breakpoint: \$520,000

Calculations: 1200 x 18.00 = 21,600/.06 = 360,000
1200 x 20.00 = 24,600/.06 = 400,000
1200 x 22.00 = 26,400/.06 = 440,000
1200 x 24.00 = 28,800/.06 = 480,000
1200 x 26.00 = 31,200/.06 = 520,000

Option: Five year option to renew with specific dollar per square foot rental.

Co-tenancy: GNC attempts to negotiate the right to reduce the fixed minimum rent or terminate the lease if the major anchor closest to GNC closes permanently.

- Exclusive:** GNC attempts to negotiate the exclusive right to sell vitamins, nutritional supplements and sports nutrition products as a primary use within the center, excluding existing leases.
- Relocation:** GNC attempts to delete the landlord's right to relocate GNC any time during the term.
- Caps:** GNC attempts to negotiate an annual cap on pro-rata expenses. This will limit your financial exposure for costs associated with common area maintenance (CAM), taxes, insurance, security, etc. This cap traditionally has been very difficult to attain.
- Advertising:** GNC attempts to delete any landlord-required advertising requirement.
- Radius:** GNC requires the deletion of any landlord-mandated radius restriction language.
- Kickout:** GNC attempts to negotiate a sales kickout so GNC will have the right to terminate the lease if your second or third year annual sales do not achieve a certain negotiated volume.

Please remember that each deal, shopping center, and landlord, is unique. GNC will get more concessions from some landlords than from others. The quantity and quality of the concessions obtained from the landlord will be directly proportional to the dominance of the shopping center in the trade area and the number and quality of the tenants pursuing the same space for which GNC is negotiating.

Note: Your deal should always be viewed as a package; a combination of occupancy costs, legal language, concessions, size, and location of your store within the shopping center. If the package is acceptable, do the deal. If not, turn it down.

CHECKLIST OF REQUIRED LANGUAGE FOR FRANCHISEE SIGNED LEASES

Store Name _____ **City, State** _____

Lease reviewed by ALN

___ **Approved** ___ **Not approved** **Date:** _____

Lease Re-reviewed by _____

___ **Approved** ___ **Not approved** **Date:** _____

The Lease MUST comply with the following four requirements:

- 1. *Language that requires the Landlord to give GNC a first option to take over the Lease should the franchisee default:***

Should Tenant fail to cure any default asserted by Landlord, including abandonment of the Premises, within the time provided herein, Landlord shall notify General Nutrition Corporation ("GNC") in writing of its intention to terminate the Lease prior to Landlord exercising said right to terminate pursuant to the default provisions set forth herein. GNC shall have the right, but not the obligation, within thirty (30) days after receipt of such notice, to accept all of Tenant's right, title and interest in and to the Lease and assume and agree to perform all of Tenant's corresponding obligations, terms, covenants, conditions, and agreements under the Lease before Landlord may take such action by reason of such default. In addition, should Tenant default under its franchise agreement with GNC or said franchise agreement is terminated, expires or is not renewed, GNC shall have the right, but not the obligation, to accept all of Tenant's right, title and interest in and to the Lease. Landlord consents to the foregoing assignment of Tenant's right, title and interest in the Lease to GNC and the corresponding acceptance thereof and assumption of Tenant's corresponding obligations, terms, covenants, conditions and agreements made under the Lease by GNC subject to all of the terms, covenants, conditions and agreements set forth herein.

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- 2. *Landlord warrants that the space is delivered to the Tenant in compliance with all codes and laws and is asbestos free.***

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- 3. *No radius clause.***

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- 4. *A provision which prohibits the Franchisee from subletting or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Franchisor's prior written consent.***

Notwithstanding anything set forth in this Lease, Franchisee shall not sublet or assign all or any part of its occupancy rights or extend the term of or renew the Lease without the prior written consent of General Nutrition Corporation.

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

GNC also has the right to reject the Lease if any or all of these clauses are not included:

- Cotenancy Clause - Should the Anchor vacate the Premises, Tenant shall have the option to terminate the Lease or pay a lesser rent until the Anchor is replaced.

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- Escape – Level of Occupancy - If more than 40% of the Center becomes vacant or Landlord changes the use of the Center, Tenant may terminate the Lease or pay a lesser rent.

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- Kickout.

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- Exclusive.

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

In addition, GNC's acceptance of the lease shall also be conditioned upon the inclusion of the following recommended clauses:

- *An Auditing clause, allowing the Tenant to inspect the Landlord's books with regard to CAM charges.*

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- *Any hazardous materials that are found on the Premises that have not been placed or caused to be placed thereon by Tenant shall be removed by Landlord at Landlord's cost. (paragraph 2 of Hazardous Materials clause).*

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- *If Tenant defaults under the Lease, Landlord may collect only the present value of all future rent. No rent acceleration.*

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- *Tenant will pay its pro rata share of CAM charges based on gross leasable area of the Shopping Center.*

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- *GNC's standard Use clause.*

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- *No relocation clause permitting Landlord to relocate the Premises, or if required by Landlord, GNC language must be used.*

1st Review		2nd Review		Section
Yes	No	Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EXHIBIT L-2

Factors to Consider When Selecting Real Estate

Some of the Many Factors to Consider when Selecting Real Estate

These guidelines represent guidelines we use when selecting real estate and are given to you purely for informational purposes and to give you some suggestions regarding lease negotiation. They should not be seen as providing legal or other advice on how to negotiate your lease. Lease negotiation is solely your responsibility, and we strongly encourage you to obtain the advice of legal counsel before entering into any lease negotiation or lease obligation.

Question 1: Prior to analyzing your real estate options, you should have a thorough understanding of the type of retail business you want to open. (For example, fashion, service, and food industries all have different considerations).

Question 2: Is your business impulse, destination, or a combination of both?

Business Questions

1. Use clause
 - Merchandise
 - Price points
2. Projected capital needs
3. Employee needs
4. Your customer profile
5. Who are your competitors?
6. Where are your competitors based?

Shopping Center Questions

1. Anchors or major draw
2. Surrounding tenants (Nationals?)
3. Accessibility of center
4. Visibility of center
5. Appearance of center
6. Shopping center competition
7. Population density of trade area
8. Average income levels
9. Size of center (GLA)
10. Price points of tenants
11. Parking availability
12. Traffic patterns
 - Median barriers
 - Left turn access
13. Quality of traffic
 - “Will they stop?”
14. Mass transit stops
15. Intersection analysis
 - right intersection/wrong corner
16. Night/weekend traffic
17. Projected changes expenses?
 - New centers?
 - Roadway changes?
 - Access changes?

Your Deal Considerations

1. Visibility of space
2. Accessibility of space
3. Store frontage
4. Store depth
5. Economics
 - Rent
 - Prorata charges
6. Landlord restrictions
7. Hours of operation
8. Signing
 - Storefront
 - Pylons
 - Directory
9. Obstructions
 - Columns
 - Barriers
 - Trees
10. Rent start date
11. Free rent period
12. Tenant buildout time
13. Landlord improvements to Center space
14. Utility capacity
 - HVAC sufficient?
 - Electrical sufficient?
 - Separate meters installed?
15. Space available when?
16. Current tenant vacates when?
17. Tenant allowance

EXHIBIT L-3

Rider to Lease

CONSTRUCTION EXHIBIT

PLANS FOR TENANT FINISH:

Tenant will provide detailed plans for the finish of the store.

PERMITS:

The Landlord will be responsible for obtaining its own building permit for his work and for compliance with all codes with respect to his work. Tenant will be responsible for obtaining its own permit to complete store from Landlord shell.

WORKMANSHIP:

All work done by a Tenant or Landlord will comply with local, state and national codes and done in a good workmanship like manner using all new or like new materials.

SIGNS: (See attached typical letter and specifications.)

Landlord will allow Tenant to install Tenant's Federally Registered and Internationally recognized exterior identification signage. Tenant will supply and install Tenant's typical logo sign(s). The landlord must provide electrical connection for the sign(s). Landlord shall review, approve, and or comment back to GNC within 10 days of Sign submission.

TRADE HARDWARE AND FIXTURES:

Tenant will supply and install all trade hardware and fixtures.

DEMOLITION:

Any demolition required to prepare the store for construction will be done by the Landlord including, but not limited to, all interior walls. All trade fixtures and property of previous tenants including the removal of all old flooring, materials and signs shall be removed by Landlord.

CONCRETE SLAB:

The Landlord will supply a concrete slab. If existing, Landlord will put into a like-new condition with all cracks and depressions filled, all floor coverings and adhesives removed and ready to receive tenant flooring. Landlord shall perform a calcium chloride test to determine the moisture content in the floor slab and provide Tenant with the results prior to delivery of the Premises.

ELECTRICAL IN SLAB:

The Tenant will do any cutting or patching of concrete floor required to install the Tenant's electrical requirements. Landlord will allow Tenant to do this work.

ELECTRICAL SERVICE:

The Landlord is to provide electrical service to the rear of the space. This service to be a minimum of 200 amp service. All transformers, service conduit, connectors and panels are to be supplied and installed by the Landlord. A panel capable of handling 24 circuits will be provided by Landlord. Landlord to install

duplex receptacles on all demising walls, one every 20' per code. Landlord will install all breakers required to operate and control all landlord supplied outlets and equipment. Landlord will install any required exit signs and/or emergency lights to code.

FLUORESCENT FIXTURES:

The Landlord is to completely supply, connect and put in working order all 2 x 4 four fluorescent fixtures with energy saving electronic ballasts and T8 lamps as shown on the plans and specifications. Landlord will provide one fixture per 80 sq. ft. of total area or in accordance with all Building code requirements.

DECORATIVE LIGHTING:

The Tenant shall furnish and install Tenant's decorative lighting package.

STOREFRONT:

All by Landlord. If existing, to put in like new condition. Landlord to warrant storefront entry and warrant that it meets all code requirements. This is inclusive of any code required lighting on the exterior of the space.

DEMISING WALLS:

Landlord shall provide and install all demising walls between the premises and any adjoining premises shall be constructed to the underside of the roof structure using metal or wood studs with 5/8" gypsum board on each side with R-11 batt insulation in accordance with all building, electrical and fire codes. The walls shall be taped, sanded and ready for paint.

PARTITIONS INTERIOR/STOCK ROOM WALLS:

The landlord will provide one (1) interior partition "sales to stock room wall" with one door 3'-0" x 6'-8" solid core with hardware installed under Tenant's plan. These interior partitions to be a minimum of 10' high and in accordance with all Building Code requirements, built of metal or wood studs 16" on center and covered with 5/8" fire code, drywall taped and finished both sides ready to receive paint.

FLOOR COVERINGS:

Tenant will supply and install as shown in Tenant's plans in sales area and stockroom area only.

PAINTING AND WALL COVERING:

Landlord shall paint all visible surfaces with one coat of primer and two coats base Pratt and Lambert semi gloss white paint or equal.

CEILING:

The Landlord is to supply and install a 5/8" 2 x 4 lay-in ceiling in Strip centers, 5/8" 2 x 2 in Malls/Life Style Centers, in 100% of the demised premises at 10'-0" A.F.F. as shown on the Tenant's plans and specifications. Armstrong quality type white fissured with matching grid. Existing ceilings of prior tenant must be refurbished to like new condition.

HVAC:

The Landlord is to completely install and supply a complete HVAC system for this store. HVAC system must be a minimum of one ton per 350 sq. ft. of total area and include all ductwork, diffusers, power wiring, control wiring and roof cuts. All areas of the store must be air conditioned including stockroom. All equipment to be new or like-new condition with a one year parts and labor warranty.

SPRINKLER SYSTEM:

If required, the Landlord will supply a complete sprinkler system in accordance with local codes to a layout congenial with the Tenant's drawings. Sprinklers are to include all mains, extras, and alarms that may be required for the complete system.

FIRE ALARM SYSTEM:

If required, the Landlord will supply a complete Fire alarm system in accordance with local codes to a layout congenial with the Tenant's drawings. Fire system is to include all devices, alarms, strobes that may be required for the complete system.

CONDUIT:

The Landlord will provide telephone conduit and pull wires to the demised premise. Conduit to be located next to the electrical panel.

REAR DOOR SERVICE:

The Landlord is to supply a rear service door complete with fixed pin hinges and panic bar door lock. If existing, the door must be in like new condition with the hardware mentioned above. The hardware must also be in like new condition.

TOILET ROOM:

The Landlord will provide ADA toilet room(s) per local state and federal building code requirements. The toilet room(s) to consist of a toilet, sink, minimum 10 gallon hot water heater (if California must be a 20 gallon water heater or what is required per the health code), mirror, towel and toilet paper holder and grab bars. Insta-Hot's cannot take the place of a water heater. Landlord shall provide and install a utility sink/mop sink in stockroom/restroom. If required by any applicable building codes, the landlord must also install a drinking fountain. The landlord is to provide a finished floor and base.

TAP FEES:

Tap-in fees to be Landlord's responsibility.

UTILITIES:

Utilities shall be brought to the Premises by Landlord and separately metered.

EXTRAS:

Tenant is not to be charged "extras" unless there is prior submission in writing of such costs by Tenant.

SUBSTITUTIONS OF MATERIALS:

Subject to Tenant approval.

CLEANING:

Store to be turned over to General Nutrition Corporation broom cleaned with all labels, stickers, paint and wrapping materials removed from windows and floors as to require only normal washing and cleaning for opening of business.

WARRANTIES:

The Landlord will give to the Tenant any warranties or guarantees on Landlord supplied equipment including HVAC. Both the Landlord and the Tenant will guarantee all work performed for a period of one year.

START OF TENANT'S WORK:

Tenant will not be required to start his work until the Landlord has finished his work. Landlord is required to give Tenant seven (7) days written notice of turnover of space.

CERTIFICATE OF OCCUPANCY:

Tenant will be responsible for obtaining from the city or local authorities a Certificate of Occupancy to open its store. The Landlord warrants that their work, whether completed or not, will not interfere with the Tenant obtaining a Certificate of Occupancy and opening its store. Landlord will reimburse the Tenant for any and all costs incurred due to not being able to obtain a Certificate of Occupancy and open its store due to Landlord's work.

CONFLICT:

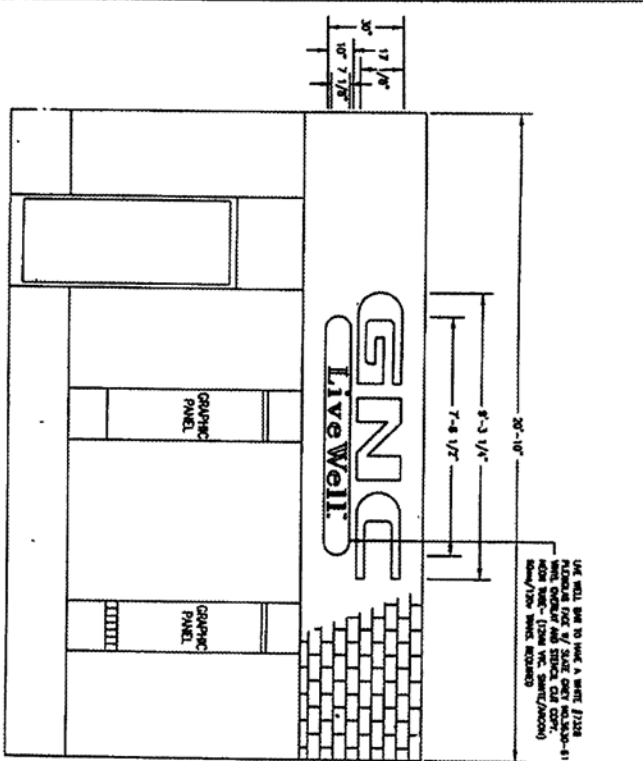
Should there be any conflict between the terms of the Lease and any Tenant Criteria Handbook or Print Package, the terms of the Lease shall prevail. Tenant shall not be required to pay any additional costs associated with construction of the Premises that are not set forth in the body of the Lease.

ADDITIONAL FEES:

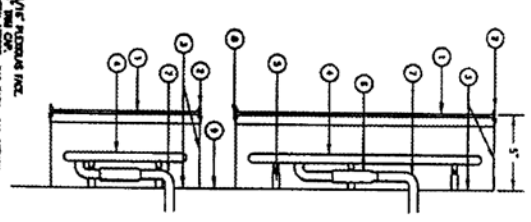
In lieu of any construction deposit or bond, Tenant will assume all responsibility for the construction performed within the Premises by Tenant's General Contractor. Tenant's warranty of the General Contractor's work shall include any damages, unfinished work, debris removal, punchlist items and non-compliance to Landlord approved drawings.

It is understood and agreed that Landlord shall not charge Tenant a fee for review of any plans prepared in connection with work to be performed the Premises.

EXTERIOR STOREFRONT



USE WELL BUILT TO HAVE A WEIGHT (125LB)
 PLASTERED FACE OF SLATE (CITY POLICE-81)
 4000 BARS - (2000 W.C. SHARP/DONOH)
 6000/2500 WEIGHT REQUIRED



1. 1/2" PLASTERED FACE
 2. 4000 BARS AND SICK AND REBAR
 3. 6000/2500 WEIGHT CONNECTION
 4. 6000/2500 WEIGHT CONNECTION
 5. 6000/2500 WEIGHT CONNECTION
 6. 6000/2500 WEIGHT CONNECTION
 7. 6000/2500 WEIGHT CONNECTION
 8. 6000/2500 WEIGHT CONNECTION
 9. 6000/2500 WEIGHT CONNECTION
 10. 6000/2500 WEIGHT CONNECTION
- OTHER DETAILS:
 1. NICKELAS FACE AND FINIS
 2. 1/2" GAP FOR WEATHER
 3. 1/2" GAP FOR WEATHER
 4. 1/2" GAP FOR WEATHER
 5. 1/2" GAP FOR WEATHER
 6. 1/2" GAP FOR WEATHER
 7. 1/2" GAP FOR WEATHER
 8. 1/2" GAP FOR WEATHER
 9. 1/2" GAP FOR WEATHER
 10. 1/2" GAP FOR WEATHER
- NOTE: IF ANY ELEMENTS REQUIRED BEING FROM
 FOR ELECTRICAL CONNECTION.

NO.	DATE	SCALE	DESCRIPTION	BY	CHKD.	APP'D.
1	05/06/05	AS SHOWN	EXTERIOR STOREFRONT			

PROJECT:	GENC AMBITION CENTER
CLIENT:	GENC - WELL SIGN DESIGN
DATE:	05/06/05
SCALE:	AS SHOWN
BY:	
CHKD:	
APP'D:	

05/06/05

GNC SIGN CRITERIA

SIGNS:

Tenant will supply and install Tenant's typical sign(s). The sign(s) will have two (2) lines of copy with individually lit letters ("GNC") with a bar reading "Live Well". The landlord must provide electrical connection for the sign(s). A 20 amp circuit is sufficient for this sign. Landlord will permit the Tenant to install as large a sign(s) as Tenant can obtain approval for from local authorities. Landlord will permit Tenant to install interior neon sign(s) reading "Live Well at GNC" or "New at GNC" inside the window display area 24" behind the storefront glazing. Landlord will permit Tenant to install an under canopy sign. Landlord is responsible for removal of all existing signage from any previous Tenant(s) and repair of sign field.

1. The sign is limited to containing the trade name of the Tenant. The Landlord will permit the Tenant to install it's Federally registered and internationally recognized logo sign provided it is in compliance with all governing ordinances.
2. All signage is to be individual channel letters, internally illuminated using neon tubing. All material for sign and installation is to be non-corrosive. Letter style to be Tenant's choice.
3. All wiring, transformers, clips, lamps, ballasts, etc. are to be concealed in the raceway.
4. Signage shall be installed in a manner which will not create leaks through the facade penetrations.
5. Sign contractor shall be responsible for making electrical connection for the sign or coordinating connection with Tenant's licensed electrical contractor.
6. All sign installation shall meet applicable codes and local sign ordinances.
7. All permits and licenses for sign installation shall be the responsibility of the Tenant or sign contractor.
8. Tenant must submit sign layout to Landlord for approval prior to its fabrication and installation.
9. Tenant agrees to maintain signage at all times in good condition and repair including but not limited to peeling paint, faded letters/lenses, burned out bulbs and/or ballasts.
10. Upon removal of the sign; Tenant shall restore the fascia to its original condition at its own expense and to the satisfaction and approval of the Landlord. The sign shall be removed when vacating the premises.
11. All illuminated storefront signs shall be located within the limits of the storefront. The preferred method is for the sign to be centered on the Tenant's sign band area, typically for all Tenants. Typically, signage may be as long as up to 75% of the storefront width with a maximum width of 30'0".
12. All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and shall bear a UL label.
13. Sign standards for major anchor stores may deviate from some or all of the foregoing standards, restrictions and prohibitions.
14. All signs and their installation shall comply with all applicable state and local building and electrical codes and ordinances. Electrical signs shall bear the UL label.
15. Tenant identification and/or logos, crests or ornamentation may occur on the glass of the storefront if applied or painted onto the inside surface of the glass in gold or silver leaf, or other suitable color.
16. Stores with more than one orientation may install an additional sign, if appropriate, of equal size and proportion in accordance with the percentage of storefront width per orientation. Subject to prior Landlord's review and approval.
17. All signs are to be provided and installed by Tenant at Tenant's expense.
18. The Tenant is responsible for compliance with all local sign codes.
19. Tenant shall have it's own licensed sign manufacturer/installer install Tenant's sign.

Revised 4/9/99

05/06/05

4/27/16

CONTACT SHEET, PART 3 – INFORMATION FOR GNC CONSTRUCTION DEPARTMENT

Square Footage: _____
Store Address: _____ Space # _____
City: _____ County _____
State: _____ ZIP: _____
Landlord: _____
Contact: _____
Telephone: _____

LANDLORD CONSTRUCTION CONTACT FOR PLAN APPROVAL:

Name: _____
Telephone: _____

UTILITY INFORMATION

Electric Company Name: _____
Telephone: _____
Former Name on Account: _____ New: _____
Account #: _____ Meter #: _____

Gas Company Name: _____
Telephone: _____
Former Name on Account: _____ New: _____
Account #: _____ Meter #: _____

Water/Sewage Company Name: _____
Telephone: _____
Former Name on Account: _____ New: _____
Account #: _____ Meter #: _____

Health/Building Department
Contact: _____
Telephone: _____

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05/06/05

EXHIBIT M

P.O.S. License Agreement

P.O.S. PROGRAM LICENSE AGREEMENT

THIS P.O.S PROGRAM LICENSE AGREEMENT (this “Agreement”) is by and between General Nutrition Corporation (“Licensor”), whose address is 300 Sixth Avenue, Pittsburgh, PA 15222, and _____ (“Licensee”), whose address is _____.

WHEREAS, Licensor and Licensee entered into a Franchise Agreement dated _____, 20__ (“Franchise Agreement”), pursuant to which Licensor granted to Licensee the right to operate a General Nutrition Center franchise (“Franchise”);

WHEREAS, Licensor owns that certain Point of Sale System Software Program (“Program”) which is used in connection with the operation of a computerized cash collection and data processing system;

WHEREAS, Licensee desires to receive a license to use the Program in accordance with the terms of this Agreement and the Franchise Agreement;

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

1. DEFINITIONS.

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

2. GRANT OF LICENSE.

Licensor grants Licensee a nontransferable, nonexclusive license during the term of this Agreement to use the Program on the POS System at the Approved Location exclusively for the purposes set forth in the Franchise Agreement, subject to the terms and conditions of this Agreement. Legal title to the Program and its documentation, including, without limitation, all ownership rights to patents, copyrights, trademarks, and trade secrets in connection therewith, shall be and remain in Licensor as its sole property.

3. PERIODIC UPDATES.

From time to time, Licensor may send Licensee updates to the POS System either electronically or by disc. Licensee shall install each update within thirty (30) days after the date that each such update is provided by Licensor. These updates may contain updates to sales tax percentages or categories which may override information input by Licensee. Licensor does not warrant the accuracy of the Program data or these updates, and Licensee hereby agrees that it is solely liable and responsible for the accuracy of any information, including, without limitation, tax information, in the POS System.

4. AUTHORIZED USE.

Licensee may only use the Program on a POS System which includes the hardware and software designated by Licensor, and agrees to such use only in conjunction with the Franchise and for the mutual benefit of Licensee and Licensor. The parties agree that the Program is proprietary, confidential information of Licensor. Licensee agrees that the Program and all related data, whether oral or written, constitutes a valuable asset and trade secret of Licensor and will be held in the strictest confidence.

Licensee Initials _____

Licensee shall prevent unauthorized users from accessing the Program and shall prevent unauthorized access to the Program. Licensee shall ensure that its employees comply with the terms of this Agreement. Licensee shall promptly inform Licensor of any unauthorized access (or suspected unauthorized access) and unauthorized users (or suspected unauthorized users) of which Licensee has knowledge or suspicion. Licensee shall only use the Program on the System at the Approved Location in accordance with the terms and conditions and for the purposes set forth herein and in the Franchise Agreement.

5. PROHIBITED USE.

LICENSEE MAY NOT COPY, MODIFY, OR TRANSFER THE PROGRAM IN WHOLE OR IN PART. LICENSEE MAY NOT INSTALL ANY OTHER SOFTWARE WITH THE POS SYSTEM. LICENSEE MAY NOT TRANSFER POSSESSION OF THE PROGRAM TO ANOTHER PARTY. LICENSEE SHALL NOT DECOMPILE, DISASSEMBLE OR OTHERWISE REVERSE ENGINEER THE PROGRAM AND SHALL NOT ALLOW THE PROGRAM TO BE DECOMPILED, DISASSEMBLED OR OTHERWISE REVERSE ENGINEERED. IN THE EVENT OF A VIOLATION OF THIS SECTION 5, THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE.

6. LICENSOR ACCESS.

Licensee shall enable and provide Licensor with remote network access to the POS System for purposes of accessing the Program on the POS System to assess Licensee's compliance with this Agreement and the Franchise Agreement. Licensee hereby authorizes Licensor to access the POS System, the Program and such data in accordance with the foregoing sentence and the Franchise Agreement. Licensee acknowledges that the Program may periodically remotely access Licensor's computer system for purposes of transmitting data pertaining to use of the Program to enable Licensor to assess Licensee's compliance with this Agreement and for purposes of the Franchise Agreement. Licensor shall permit and enable such access.

7. ADDITIONAL RESPONSIBILITIES.

Licensee shall be responsible for obtaining and maintaining all computers, hardware, connectivity and third party software, including any operating system software, database software and applications software, required for use of the Program by Licensee. Licensee shall also be responsible for taking reasonable backup precautions. Licensor shall not be responsible for loss of data or documentation, whether or not attributable to the Program.

8. TERM AND TERMINATION.

This Agreement shall be effective on the Effective Date as defined in the Franchise Agreement and the term hereof shall be coterminous with that of the Franchise Agreement, unless sooner terminated as set forth herein. If Licensee violates its obligations under this Agreement, Licensor may cancel this Agreement by sending written notice of termination describing the noncompliance to Licensee. At the option of Licensor, in its sole discretion, Licensor may grant Licensee a period of thirty (30) days to cure such default. In such event, if Licensee cures the default to the satisfaction of Licensor within such thirty (30) day period, this Agreement shall not terminate due to such default.

9. RETURN OF PROGRAM AND DOCUMENTATION.

Upon termination or cancellation of this Agreement, the license granted under this Agreement shall terminate, and Licensee shall immediately cease and desist all access to and use of the Program and its

Licensee Initials _____

documentation; if directed by Licensor, promptly erase (at Licensee's expense) the Program from the POS System; return to Licensor all copies of the Program and its documentation; and provide Licensor with a certificate of compliance with this Section 9 signed by an authorized representative of Licensee. Licensee acknowledges that the Program may include authorization code, deletion and disabling routines. Licensee shall release Licensor from any claims Licensee may have or accrue in connection with deauthorization, deletion or disablement.

10. WARRANTY.

THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR ALSO DOES NOT WARRANT WHETHER THE PROGRAMMED INFORMATION COMPLIES WITH THE LAWS OF YOUR STATE OR LOCALITY. THE ENTIRE RISK AS TO THE ACCURACY, QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH LICENSEE. SHOULD THE PROGRAM PROVE DEFECTIVE, LICENSEE ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. LICENSOR SPECIFICALLY DISCLAIMS AND LICENSEE HEREBY WAIVES ANY WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT LICENSOR (INCLUDING ITS OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, INDEPENDENT CONTRACTORS AND AFFILIATES) HAS NOT MADE OR GRANTED ANY EXPRESS WARRANTIES CONCERNING THE PROGRAM.

11. LIMITATION OF REMEDIES.

LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY SHALL BE TO REPAIR OR REPLACE THE PROGRAM. IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PROGRAM EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12. SYSTEM UPGRADES; MAINTENANCE.

Licensee assumes the entire cost for any upgrades and maintenance to the Program and/or hardware. Licensor shall determine, in its sole discretion, the cost and timing of all said upgrades and maintenance. If Licensee refuses to implement any upgrade or comply with any of Licensor's maintenance requirements, Licensor may, in its sole discretion, terminate this Agreement on written notice to Licensee.

13. MODIFICATIONS.

Licensee shall not modify, adapt or prepare derivative works based on the Program and shall not allow the Program to be modified or adapted or derivative works to be prepared without the prior written consent of Licensor. Licensee shall not use the Program or any materials incident thereto to develop computer software without the prior written consent of Licensor. If the Program is modified, adapted or derivative works are prepared, such modifications, adaptations and derivative works shall be the sole and exclusive property of Licensor and Licensor shall exclusively own any and all rights, title and interests thereto, and Licensee shall, assign all of its rights, title and interests therein to Licensor.

Licensee Initials _____

14. ASSIGNMENT.

Licensee may not sublicense, assign or transfer this Agreement or the Program. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

15. PROPRIETARY NOTICES.

Licensee shall not remove, alter or obscure any patent, copyright or trademark notice or other proprietary legends displayed or used by Licensor in connection with or related to the Program.

16. APPLICABLE LAW, SEVERABILITY AND MODIFICATION.

This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, excluding the conflicts of law principles thereof. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No provision of this Agreement shall be considered modified by either party unless the modification is made in writing and signed by both parties.

17. FORUM SELECTION.

Licensee and Licensor agree that any action brought by Licensee against Licensor in any court, whether federal or state, shall be brought only within the Commonwealth of Pennsylvania in the judicial district in which Licensor has its principal place of business, provided further that, if there is subject matter jurisdiction, such action shall only be brought in the federal district courts of the Western District of Pennsylvania; and the parties waive all questions of personal jurisdiction or venue for purposes of carrying out this provision.

18. WAIVER OF JURY TRIAL.

Licensee and Licensor agree that in any litigation, suit, action, counterclaim or proceeding, whether at law or in equity, which arises from, concerns or is related to this Agreement, trial shall be held in a court of competent jurisdiction but not to a jury. Licensee and Licensor hereby irrevocably waive any right either party may have to a trial by jury.

19. WAIVER OF CONDITIONS.

The waiver, modification, or failure to insist by Licensor on any conditions shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of Licensor's right to performance of any such term or terms.

20. NOTICES.

Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally, by certified mail, return receipt requested or by a nationally or internationally recognized overnight delivery service (e.g., Federal or Airborne Express), postage prepaid, addressed to the party to be notified at the respective address first above written, or at such other address or addresses as the parties may from time to time designate in writing. Notices shall be deemed delivered on the date shown on the return receipt or in the delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made.

Licensee Initials _____

21. RELATIONSHIP OF PARTIES.

It is agreed that the relationship of Licensor and Licensee is primarily that of licensor and licensee. Nothing herein shall be construed as creating a partnership, an employment relationship or an agency relationship between the parties, or as authorizing either party to act as agent for the other.

22. EQUITABLE REMEDIES.

The parties hereby acknowledge that damages at law may be an inadequate remedy to Licensor. Licensor shall have the right to specific performance, an injunction or other equitable remedy in the event of a breach or threatened breach of this Agreement by Licensee.

23. ACKNOWLEDGMENT.

LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LICENSOR AND LICENSEE WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSOR AND LICENSEE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. Notwithstanding the foregoing, nothing herein shall affect the validity of or act to modify the terms of the Franchise Agreement, which agreement shall govern in the event of any inconsistency or conflict between terms.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have hereunto set their hands as of the Effective Date.

LICENSEE

GENERAL NUTRITION CORPORATION

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT N

Confidentiality Statement

The information in this binder is confidential and proprietary information of General Nutrition Corporation (“GNC”) that, if disclosed, would cause irreparable competitive injury and incalculable harm to GNC. We expect that you and your attorney and accountant will regard and treat this information as confidential and proprietary and will not disclose it to third parties.

As you proceed with your research and evaluation of the General Nutrition Center Franchise Opportunity, we request that you refrain from discussions with GNC store personnel. We value our relationship with our 12,000 employees and do not want an environment of distrust or uncertainty created. Information about store operations or procedures can be obtained from the Regional Sales Directors, Division Franchise Managers, GNC Franchisees or GNC Franchising personnel.

Discussions regarding a Franchise Agreement will end if confidentiality is breached.

EXHIBIT O

List of Franchisees

EXHIBIT O-1

List of Franchisees as of 12/31/2015

The following table contains the names, addresses and telephone numbers of every franchisee whose outlet was open as of the end of our most recently completed fiscal year.

Center No.	Franchisee	Center Name	Address	City	State	Phone
7294	George F. Neuerburg	Anchorage Shopping Center	600 E. Northern Lights Blvd., Unit 142	Anchorage	AK	(907) 272-2215
3035	George F. Neuerburg	Fred Myer Abbot	2220 Abbot Road, Space C	Anchorage	AK	(907) 646-2001
2742	Sarah D. Coxwell and Cary D. Coxwell	Brook Highland Plaza	5287 Hwy 280 East Suite 257	Birmingham	AL	(205) 995-5121
1271	Sarah D. Coxwell, Cary D. Coxwell, and Andrew W. Davis	Trussville S. C.	5950 Chalkville Mountain Rd., Ste 106	Birmingham	AL	(205) 655-4804
344	Sarah D. Coxwell and Cary D. Coxwell	South Cullmen Shopping Center	1618 2nd Ave. S.W.	Cullman	AL	(256) 734-4331
6154	Sarah D. Coxwell and Cary D. Coxwell	Jubilee Point	28600 US Hwy 98 Suite F1	Daphne	AL	(251) 626-3360
292	Sarah D. Coxwell and Cary D. Coxwell	Pelican Place at Craft Farms	3800 Gulf Shores Parkway	Gulf Shores	AL	(251) 948-3850
1565	Sarah D. Coxwell and Cary D. Coxwell	Medical Park Station	107 Brookridge Drive, Suite D	Madison	AL	(256) 890-4083
3715	Sarah D. Coxwell and Cary D. Coxwell	Hillcrest Plaza	807 Hillcrest Rd.	Mobile	AL	(251) 414-5678
8056	Sarah D. Coxwell and Cary D. Coxwell	Sturbridge Shopping Center	7966 Vaughn Road	Montgomery	AL	(334) 213-2462
18	Sarah D. Coxwell and Cary D. Coxwell	Northport Corners	1802 MacFarland Blvd.	Northport	AL	(205) 333-3277
9064	Marsha A. Gladfelder and Terri L. Meeks	Gateway Commons	3000 Pepperell Parkway, Suite 11	Opelika	AL	(334) 741-8828

Center No.	Franchisee	Center Name	Address	City	State	Phone
6543	Marsha A. Gladfelder and Terri L. Meeks	Tiger Town East	2199 Tiger Town Parkway, Space 19	Opelika	AL	(334) 701-0042
1125	Sarah D. Coxwell and Cary D. Coxwell	Oxford Exchange	650 Oxford Exchange Blvd.	Oxford	AL	(256) 831-7021
3987	Sarah D. Coxwell and Cary D. Coxwell	Premier Place	1941-A Cobbs Ford Road	Prattville	AL	(334) 358-2363
6540	Sarah D. Coxwell and Cary D. Coxwell	Eastern Shore Plaza	10200 Eastern Shore Avenue	Spanish Fort	AL	(251) 621-6633
7582	Deidrea R. Sederberg	Eagle Mountain	33 Eagle Mountain Blvd	Batesville	AR	(870) 698-0011
482	Perry H. Trout and Daniel S. Trout	Pinnacle Hills Promenade	2203 Promenade Blvd., Suite 5175	Rogers	AR	(479) 631-0012
3701	James White and Kathryn White	Dixieland Mall	100 N. Dixieland Rd., Suite C-8	Rogers	AR	(479) 631-3053
6813	Deidrea R. Sederberg	Town & Country Plaza	217 North Poplar St	Searcy	AR	(501) 279-2999
1926	Cesar Arriola and Guadalupe P. Villarreal	Mariposa West Plaza	276 Mariposa Road	Nogales	AZ	(520) 761-4454
6817	David A. Hunt and Merica L. Hunt	Mall @ Sierra Vista	2200 El Mercado Loop, Space #1206	Sierra Vista	AZ	(520) 452-8952
6115	Shannon L. Flynn	Warner Ranch Plaza	9880 South Rural Road #107	Tempe	AZ	(480) 705-6176
1511	Ghayasuddin Bhatti	East Anaheim Center	2050 E Lincoln Blvd	Anaheim	CA	(714) 491-9228
3973	Jingwen Nie and Jianhua Ma	Anaheim Plaza	580 Euclid Avenue	Anaheim	CA	(714) 991-0296
1931	John L. Watt and Alice D. Watt	Anaheim Hills Festival	8160 E Santa Ana Canyon #183	Anaheim	CA	(714) 998-8823

Center No.	Franchisee	Center Name	Address	City	State	Phone
1723	James Wang, Ellen Hsu-Wang, and Peter Wu	Arcadia Hub	815 W. Naomi Avenue #I	Arcadia	CA	(818) 248-8400
3164	Amir S. Malik and Rhana Gul	Citrus Crossing	868 E. Alostia Avenue	Azusa	CA	(626) 812-4392
6186	Maricela Chairez and Rafaela Camacho	Park Plaza on Main Shopping Center	14519 Ramona Avenue - F-6	Baldwin Park	CA	(626) 338-1556
6682	Saima Nadeem	San Vicente Plaza	11740 San Vicente Blvd	Brentwood	CA	(310) 442-2099
2267	Javad Billoo, Naeem M. Billoo, and Zubeda Billoo	Media City Center	201 E. Magnolia Blvd, Suite 200	Burbank	CA	(818) 845-0903
8384	Mian Mohammad Haroon and Attique U. Rehman	Burbank Empire Shopping Center	1735 N. Victory Place	Burbank	CA	(818) 558-3951
6799	Jingwen Nie and Jianhua Ma	Rancho Marketplace	1038 West Alameda Avenue	Burbank	CA	(818) 840-8058
3565	David L. Gutierrez and Edwardo P. Gutierrez	Gran Plaza Outlets	888 West 2nd Street, Suite I-240	Calexico	CA	(760) 357-3499
1313	David L. Gutierrez and Edwardo P. Gutierrez	El Paseo	2451 Rockwood Ave., Suite 122 #B	Calexico	CA	(760) 357-4901
2460	Kalpesh Patel and Bhavini Patel	Golderado Plaza	3450 Palmer Drive	Camerson Park	CA	(530) 676-7100
8569	Samina Inayat	Carson Depot	226 Sepulveda Blvd #226	Carson	CA	(310) 835-8813
9576	Samina Inayat	Cerritos Town Center	12751 L Town Center Drive	Cerritos	CA	(502) 809-6300
9169	Samina Inayat	Los Cerritos Center	105 Los Cerritos Center	Cerritos	CA	(562) 865-1985
9966	Syed A. Gauhar and Syeda S. Gauhar	Chino Hills Marketplace	4200 Chino Hills Parkway, Suite 625	Chino Hills	CA	(909) 393-5051

Center No.	Franchisee	Center Name	Address	City	State	Phone
8801	Muhammad Shakeel	The Crossroads Marketplace @ Chino Hills	13065 Peyton Dr., Suite B	Chino Hills	CA	(909) 548-3377
8195	Susan Reynolds-Means	Clovis Commons	755 West Herndon #200	Clovis	CA	(559) 297-1757
2052	Samina Inayat	Gateway Towne Center	200 Towne Center Drive, #106	Compton	CA	(310) 764-1182
6870	Syed A. Gauhar and Syeda S. Gauhar	Mountain Gate Plaza	160 W. Foothill Parkway #106	Corona	CA	(951) 270-0104
8059	Syed R. Hussain	Costa Mesa Square	1460 Baker Street, Suite A	Costa Mesa	CA	(714) 434-9090
3361	Mian Irfan and Aisha Chaudhry	Covina Town Square	1404 N. Azusa Ave.	Covina	CA	(626) 331-6965
8944	Saima Nadeem	Culver Center	3810 Midway Avenue	Culver City	CA	(310) 287-1517
7784	Samina Inayat	Cypress Center	6871 Katella Avenue	Cypress	CA	(714) 527-9303
42	Peggy Yang	Diamond Hills Plaza	21347 Cold Springs Lane	Diamond Bar	CA	(626) 287-5505
5816	Harpal S. Randhawa and Harbhajan S. Multani	Shops @ Waterford	4460 C Tassajara Road	Dublin	CA	(925) 560-1462
2349	Roger Kindreich and Christopher Kindreich	Rancho San Diego	2514 Jamacha Road, Suite 501	El Cajon	CA	(619) 670-3203
6201	Prakash Sah and Kamal K. Sah	El Dorado Hills Town Center	4420 Town Center Blvd.	El Dorado Hills	CA	(916) 939-0120
7610	Kalpesh Patel and Bhavini Patel	Broadstone Plaza	2791 E. Bidwell Street, Suite 300	Folsom	CA	(916) 983-6625
8050	Maria Mojica, Salvador Mojica, and Sam Ansari	Fontana Plaza	9810-C Sierra Ave	Fontana	CA	(909) 355-5152

Center No.	Franchisee	Center Name	Address	City	State	Phone
9156	Jingwen Nie and Jianhua Ma	Falcon Ridge Town Center	15270 Summit Ave., Suite 200	Fontana	CA	(909) 803-2402
383	Shahid Abbas	Foothill Ranch Town Center	26746 Portola Parkway, Suite 4-A	Foothill Ranch	CA	(949) 587-0025
6267	Sonal S. Patel and Sanat D. Patel	Fountain Valley Promenade	18291 Brookhurst Road #2	Fountain Valley	CA	(714) 378-9975
9172	Justin W. Reynolds and Rebecca D. Reynolds	The Shops at River Park	60 El Camino	Fresno	CA	(559) 440-9404
1377	Susan Reynolds-Means	Fig Green Village	5134 North Palm Avenue, #12	Fresno	CA	(559) 225-1600
1408	Susan Reynolds-Means	Arbor Faire	3396 W. Shaw Ave.	Fresno	CA	(559) 276-0353
8053	Susan Reynolds-Means	Washington Square	1177 E. Champlain Road	Fresno	CA	(559) 433-6544
1728	Robert T. Kim and Yoonhee Kim	Garden Promenade	9875 Chapman Avenue	Garden Grove	CA	(714) 530-4081
8070	Samina Inayat	Gardena Marketplace	1723 Artesia Blvd.	Gardena	CA	(310) 324-7825
8986	Yakoob Billoo and Zarina Billoo	Granada Village	18011 Chatsworth Street	Granada Hills	CA	(818) 363-2009
3571	Yakoob Billoo and Zarina Billoo	Balboa Mission Shopping Center	16860 San Fernando Mission Blvd.	Granada Hills	CA	(818) 363-0786
9137	Kirtibala Shulesh Kumar Patel and ShuleshKumar Harishbhai Patel	Highland Avenue Plaza	4130 Highland Avenue, Suite B	Highland	CA	(909) 864-0677
8017	Kevin Ip	Hollywood Promenade	5419 Hollywood Blvd., Suite B.	Hollywood	CA	(323) 871-8802
5616	Syed R. Hussain	Meadowlark Plaza	5255 Warner Avenue	Huntington Beach	CA	(714) 377-0054

Center No.	Franchisee	Center Name	Address	City	State	Phone
5772	Muhammad Shakeel	5 Points Plaza	18569 Main Street	Huntington Beach	CA	(714) 596-1100
2860	Maricela Chairez and Rafaela Camacho	Pacific Center	5920 Pacific Blvd.	Huntington Pk.	CA	(323) 588-7744
236	Kwang S. Chin and Sunjoo Chin	Marketplace at Hollywood Mall	3561 West Century Blvd.	Inglewood	CA	(310) 673-6400
1805	Krishna Bhalla and Baldev Bhalla	The Crossroads	3800 Barranca Parkway #M	Irvine	CA	(949) 559-5988
2210	Muhammad Shakeel	Woodbury Town Center	6230 Irvine Blvd	Irvine	CA	(949) 726-1605
2857	Rahim S. Zakerin and Ai Phaik Tan	Von Karmen Plaza	16525 Von Karmen Avenue, Suite J	Irvine	CA	(949) 863-1490
3946	Ji Won Han Song and Seung Hoon Song	La Habra Marketplace	1641 W. Imperial Highway #5-H	La Habra	CA	(562) 690-3755
7958	Jingwen Nie and Jianhua Ma	Gateway Pointe	1245 Foothill Road	La Verne	CA	(909) 392-8080
764	Sirous Sahrai and Mojgan K. Fard	Marketplace at Laguna Niguel	27270-B Alicia Parkway	Laguna Niguel	CA	(949) 448-0026
5842	Ahmad Shah	Lake Elsinore	31500 Grape Street #5A	Lake Elsinore	CA	(909) 245-5264
771	Vijaykumar J. Parikh and Harinaben V. Parikh	Lincoln Crossing	129 Ferrari Ranch Road, Suite 140	Lincoln	CA	(916) 409-0374
506	Jagjeet Dosanjh	Sunwest Plaza	2314 W. Kettleman Lane, Suite 105	Lodi	CA	(209) 333-9356
9195	Samina Inayat	Long Beach Town Center	7675 Carson Blvd	Long Beach	CA	(562) 496-1316
8800	Samina Inayat	City Place	245 East 5th Street	Long Beach	CA	(562) 436-7576

Center No.	Franchisee	Center Name	Address	City	State	Phone
6825	Qamar Ul Hassan	Highland Plaza	5001 Wilshire Boulevard, Suite 110	Los Angeles	CA	(323) 938-2081
6617	Qamar Ul Hassan	Central Plaza	3452 Wilshire Boulevard	Los Angeles	CA	(213) 368-9230
2773	Qamar Ul Hassan	Westwood Village	10938 Weyburn Avenue	Los Angeles	CA	(310) 824-0123
8863	Hasan M. Jafri and Fatima H. Jafri	Street Site (Vitamin Nutrition)	7201 Melrose Avenue	Los Angeles	CA	(323) 931-8081
7144	Hasan M. Jafri	Gower's Gulch Center	6106 Sunset Boulevard	Los Angeles	CA	(323) 957-9480
5761	Abraham Y. Kim, Ji Hyun Kim, and Myung H. Kim	Koreatown	165 S. Western Avenue	Los Angeles	CA	(213) 385-9826
7533	Min Jae Lee and Jeewon Song	Westchester Village	8907 S. Sepulveda Blvd.	Los Angeles	CA	(310) 641-1722
2542	Min Jae Lee and Jeewon Song	Midtown Crossing	4550 West Pico Blvd., Suite C304	Los Angeles	CA	(323) 549-9415
2607	Sonia E. Robinson	Baldwin Hills Crenshaw Plaza	3650 West Martin Luther King Blvd.	Los Angeles	CA	(323) 291-2731
1158	Tahira Hussain Shah	Heron Building	510 W 6th Street, Suite 104	Los Angeles	CA	(213) 622-2078
2379	Tahira Hussain Shah	ARCO Plaza	505 S. Flower Street	Los Angeles	CA	(213) 489-7732
717	Tahira Hussain Shah	Plaza La Cienga	1833 S. La Cienga Blvd	Los Angeles	CA	(310) 733-4144
1047	Jagjeet S. Dosanjh	Mission Ridge Shopping Center	1165 South Main Street	Manteca	CA	(209) 825-1556
7436	Min Jae Lee	Marina	13439 Washington Boulevard	Marina Del Ray	CA	(310) 823-0430

Center No.	Franchisee	Center Name	Address	City	State	Phone
9426	John L. Watt, Alice D. Watt, and Jerome Watt	Eastvale Gateway	12523 Limonite Ave., Suite 450	Mira Loma	CA	(951) 681-8575
3960	Amjad Aziz	Olympiad Center	23052 Alicia Parkway, Suite B	Mission Viejo	CA	(949) 462-9100
2102	Jingwen Nie and Jianhua Ma	Huntington Oaks Shopping Center	514 W. Huntington Drive	Monrovia	CA	(626) 303-2944
2440	Maricela Chairez and Rafaela Camacho	Atlantic Square	2216 South Atlantic Blvd.	Monterey Park	CA	(323) 887-8778
7599	Xiaobin Yan and Ying Yu	Newport North Shopping Center	1280 Bison Avenue, Suite B-10	Newport Beach	CA	(949) 760-2677
6596	John L. Watt and Alice D. Watt	Gateway Town Center	1160 Hamner Avenue #F	Norco	CA	(951) 371-7888
5960	Mian Mohammad Haroon and Attique U. Rehman	North Hollywood Plaza	5160 Vineland Avenue, Suite 108	North Hollywood	CA	(818) 766-7462
6637	Syed H.M. Jafri and Samina K. Zaidi	Norwalk Town Square	13931 S. Pioneer Blvd.	Norwalk	CA	(562) 452-9221
5094	Roy D. Alper, Judith Alper and Daniel J. Alper	4058 Piedmont Avenue	4058 Piedmont Avenue	Oakland	CA	(510) 594-1052
8117	Kwang S. Chin and Sunjoo Chin	Paseo Colorado Mall	300 E. Colorado Blvd., Suite 154	Pasadena	CA	(626) 578-1599
9130	Samina Inayat	Pico Rivera Towne Center	8732 Washington Blvd	Pico Rivera	CA	(562) 496-1316
6334	Jennifer M. Cho & Soon H. Cho	Village Center @ Rose	634 N. Rose Drive	Placentia	CA	(714) 577-8525
7247	Shahid H. Bhatti and Fateeha M. Shariff	Crescent Drive Retail	55 Crescent Drive, Space C	Pleasant Hill	CA	(925) 363-5968
2176	Joe M. Lai and Ann S. Lai	Terra Vista Town Center	10768 Foot Hill Blvd., Suite 120	Rancho Cucamonga	CA	(909) 980-0409

Center No.	Franchisee	Center Name	Address	City	State	Phone
6113	Jagannadha L. Raju and Vijaya L. Raju	Woodside Central	2539 El Camino Real	Redwood City	CA	(650) 366-5840
9249	Rashid Lodhi	Rancho Verde Plaza S/C	2012-G North Riverside Avenue	Rialto	CA	(909) 873-0862
3157	Shahid Abbas	Riverside Plaza	3540 Riverside Plaza Drive, Suite 302	Riverside	CA	(951) 680-0595
3485	Javeed G. Bhatti	Mission Grove Plaza	321 East Alessandro Blvd., Suite 2BB	Riverside	CA	(951) 789-6765
6298	Maria Mojica and Salvador Mojica	Rosemead Square	3578 Rosemead Blvd	Rosemead	CA	(626) 288-9201
9372	Asfand Siddiqui and Rizwana Siddiqui	Greenhaven Promenade	7465 Rush River Drive, Suite 800	Sacramento	CA	(916) 395-5991
811	Suzette M. Demery, Christopher D. Demery, and Penny P. Ching	Bayhill Shopping Center	851 Cherry Avenue	San Bruno	CA	(650) 588-6001
6394	Mohammad I. Bhatti	Gateway Plaza	806 Avenida Pico, Suite C	San Clemente	CA	(949) 369-6333
6641	Trent E. Fields and Molly C. Fields	Mira Mesa Mall	8250 Mira Mesa Blvd.	San Diego	CA	(858) 578-7833
5959	Prem Saini	Rancho Penasquitos Towne Center	13289-1 Black Mountain Road	San Diego	CA	(858) 484-4239
8825	Igor G. Stysis, Irina Stysis, Dennis D. Stysis, and Anna R. Stysis	Mira Mesa S/C	9460 Mira Mesa Blvd.	San Diego	CA	(858) 549-3774
9117	Igor G. Stysis and Irina A. Stysis	Hillcrest Center	658 University Avenue	San Diego	CA	(619) 692-3071
774	Igor G. Stysis and Irina A. Stysis	Genese Plaza	4223 Genesee Avenue	San Diego	CA	(619) 665-8414
6621	Igor G. Stysis and Irina A. Stysis	Fenton Marketplace	2169 Fenton Parkway, Suite A-106	San Diego	CA	(619) 284-2408

Center No.	Franchisee	Center Name	Address	City	State	Phone
2459	Igor G. Stysis and Irina A. Stysis	Scripps Ranch Marketplace	10755 Scripps Parkway	San Diego	CA	(858) 689-2286
9035	Erik E. Taake	Campus Plaza	6165 El Cajon Blvd., Suite D	San Diego	CA	(619) 286-1567
6380	Erik E. Taake	Clairemont Town Square	4839 B Clairemont Drive	San Diego	CA	(858) 270-1851
1635	Erik E. Taake	Carmel Mountain S/C	11950 Carmel Mountain Road	San Diego	CA	(858) 674-1293
6422	Amir S. Malik and Rehana Gul	San Dimas Marketplace	830B West Arrow Highway	San Dimas	CA	(909) 599-5011
5737	Saeed Fathali	Storefront	2172 Chestnut Street	San Francisco	CA	(415) 921-1400
7965	Ming Zhang and Lu Yu	North Point Center	350 Bay Street	San Francisco	CA	(415) 986-4707
3384	Humaira Munir	Capitol Square Mall	430 N. Capital Avenue	San Jose	CA	(408) 729-0558
6676	Igor G. Stysis, Irina A. Stysis, Dennis D. Stysis, and Anna R. Stysis	Creekside Marketplace	595 Grand Avenue, Suite F-102	San Marcos	CA	(760) 510-1568
321	Muhammad K. Baluch and Mohammad Z. Baloch	Centre on 17th Street	2026 E. 17th Street, Suite G	Santa Ana	CA	(714) 834-9712
6381	Syed R. Hussain	Bristol Center	3729 South Bristol Street	Santa Ana	CA	(714) 966-6619
6618	Sirous Sahrai and Mojgan K. Fard	Riverview West Marketplace	3770 West McFadden Avenue, Space E	Santa Ana	CA	(714) 531-5779
2330	Javad Billoo, Naeem M. Billoo, and Zubeda Billoo	Plaza at Golden Valley	19193 Golden Valley Road	Santa Clarita	CA	(661) 621-0222

Center No.	Franchisee	Center Name	Address	City	State	Phone
3807	Samina Inayat	Town Center East Plaza	2524 Cherry Avenue	Signal Hill	CA	(562) 427-6848
2055	Javad Billoo, Naeem M. Billoo, and Zubeda Billoo	Sycamore Plaza	2880 D-2 Cochran Street	Simi Valley	CA	(805) 522-4425
5622	Saima Nadeem	Centre Court Shopping Center	1230 Madera Road #9	Simi Valley	CA	(805) 520-4658
6595	Yuichiro Suzuki	Solana Beach Town Center	663 San Rodolfo Drive #101	Solana Beach	CA	(858) 481-3877
117	Mohammad Zahid Baloch	El Paseo	8616 Garfield Drive	South Gate	CA	(562) 776-1780
721	Muhammad K. Baluch and Mohammad Z. Baloch	Tweedy Marketplace	4149 Tweedy Blvd.	Southgate	CA	(323) 566-6820
6664	Saima Nadeem	Stevenson Ranch Plaza	24933 Pico Canyon Rd., Suite A	Stevenson Ranch	CA	(661) 799-0457
3494	Patrick P. Leung	Studio City Plaza	12042 Ventura Blvd.	Studio City	CA	(818) 763-2878
9176	Courtlandt E. Kindreich	The Promenade Mall	40820 Winchester Rd	Temecula	CA	(951) 693-5946
5786	Peggy Yang	Temple City Square	5785 Rosemead Blvd.	Temple City	CA	(626) 287-5505
7148	Erik E. Taake	Tierrasanta Town Center	10645 "G" Tierrasanta Blvd.	Tierrasanta	CA	(585) 277-3397
3582	Jagjeet S. Dosanjh	Corral Hollow Shopping Center	1841 W. 11th Street, #C06	Tracy	CA	(209) 834-5105
2126	John L. Watt and Alice D. Watt	Tustin Market Place	2911 El Camino Real	Tustin	CA	(714) 544-7329
3019	Jagjeet S. Dosanjh	Union Square Marketplace	1748 DeCoto Road	Union City	CA	(510) 441-1145

Center No.	Franchisee	Center Name	Address	City	State	Phone
405	Rakesh S. Patel and Aarti Patel	Coffee Tree Plaza	140 Nut Tree Parkway, Space 100A	Vacaville	CA	(707) 451-8660
1435	Justin W. Reynolds and Rebecca D. Reynolds	Orchard Walk	3318 Dinuba Blvd., Space 1-B	Visalia	CA	(559) 627-3504
5783	Joe M. Lai and Ann S. Lai	Walnut Hills Village	20687-1 Armar Road	Walnut	CA	(909) 869-7272
3173	Shahid H. Bhatti and Fateeha M. Shariff	Ygnacio Plaza	1821 Ygnacio Valley Road	Walnut Creek	CA	(925) 280-5485
6457	Vince Solbes	The Overlook	1425 Main Street	Watsonville	CA	(831) 761-1766
6891	Daniel K. K. Leung and Ying Wu	Eastland Center	2648 E Workman Avenue, #3005	West Covina	CA	(626) 967-9800
7205	Hasan M. Jafri and Fatima H. Jafri	The Quad @ Whittier	13502 - I Whittier Blvd.	Whittier	CA	(562) 693-2723
8483	Amir S. Malik and Rehana Gul	Whittwood Town Center	15702 Whittwood Lane	Whittier	CA	(562) 947-5947
8086	Ji Won Han Song and Seung Hoon Song	Santa Fe Springs Marketplace	7918 Norwalk Boulevard	Whittier	CA	(562) 908-6948
6784	Yakoob Billoo and Zarina Billoo	Gateway Plaza	21927 Ventura Plaza	Woodland Hills	CA	(818) 992-7798
9018	Abdul R. Desai and Yasmin A. Desai	Yucaipa Valley Center	33676 Yucaipa Blvd	Yucaipa	CA	(909) 790-3415
6559	Bim P. Gupta and Rajni Gupta	Lloyd King Shopping Center	6350 Sheridan Ave. - Suite A-102	Arvada	CO	(303) 429-8510
7173	Anthony R. Kimbrough and Jamie A. Kimbrough	Ralston Square	12326 West 64th Avenue	Arvada	CO	(303) 432-8767
5464	Narinder Kumar Mohan and Kusum Mohan	Hampden Crossing Shopping Center	18121 E. Hampden Avenue	Aurora	CO	(303) 400-0808

Center No.	Franchisee	Center Name	Address	City	State	Phone
3116	Narinder Kumar Mohan and Kusum Mohan	Gardens at Havana	10650 E. Garden Dr.	Aurora	CO	(303) 745-1195
9039	Michael W. Drake	Quebec Square	7305 E. 35th Ave., #140	Denver	CO	(303) 388-0383
5967	Michael W. Drake	Denver Entertainment Center	500 16th Street #254	Denver	CO	(303) 454-9611
6069	Bim P. Gupta and Rajni Gupta	Dillon Ridge Shopping Center	P.O. Box 1992, 324 #D US Highway 6	Dillon	CO	(970) 468-1610
2900	Christopher R. Little, Stephanie M. Little, and Kevin A. Foland	Coalmine Shopping Center	6730 S. Pierce Street	Littleton	CO	(303) 948-0073
2392	Traci A. Griffin	The Crossing at Stonegate	17051 E. Lincoln Avenue, Unit D	Parker	CO	(303) 840-0809
2659	Traci A. Griffin	Parker Market Place	11011 S. Parker Rd.	Parker	CO	(303) 841-1514
6889	Fernando Candelaria	Bristol Commons	99 Farmington Avenue	Bristol	CT	(860) 582-1645
3076	Hui Hui Zheng and Jian Zheng	Litchfield Crossings	169 Danbury Road	New Milford	CT	(860) 354-0187
6057	Fernando Candelaria	JoAnn Etc. Plaza	3093 Berlin Turnpike	Newington	CT	(860) 667-4009
6183	Michael Saluzzi and Rachel Saluzzi	Riverside Commons	1237 East Putnam Avenue	Riverside	CT	(203) 637-4262
6858	Mohammad Shakil Kazi and Maureen Manfro	Gateway Shopping Center	14 Danbury Road	Wilton	CT	(203) 762-8431
6131	Wenxie Zheng and Wenkui Zheng	1754 Pennsylvania Avenue	1754 Pennsylvania Avenue	Washington	DC	(202) 783-7058
3315	Brian P. Teti	Fox Run S/C	18 Fox Hunt Drive	Bear	DE	(302) 832-8484

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9299	Wageeh S. Mohamed	Pen Mart S/C	12 Pen Mart Center	New Castle	DE	(302) 328-7392
6396	Wageeh S. Mohamed	Suburban Plaza	414 Suburban Drive	Newark	DE	(302) 292-3977
1765	Yanira L. Barry and Michael J. Barry	West Town Center	150 SR 434, Suite 1086	Altamonte Springs	FL	(407) 682-2226
7232	Luis Galdstone, Ana Caroline Nunes Gladstone, and Alessandro M. Beneduce	5th Avenue Shops	1954 NE 5th Avenue	Boca Raton	FL	(561) 362-9974
2265	Bernardo A. Yibirin and Maria R. Yibirin	Westwinds of Boca	9774 W. Glades Road	Boca Raton	FL	(561) 487-5910
5788	Melissa S. Taylor	Bonita Bay Plaza	26381 Tamiami Trail, Suite 45	Bonita Springs	FL	(239) 992-1202
3064	Dana C. Eberts	Sunshine Square	546 East Woolbright Road	Boyton Beach	FL	(561) 739-9881
2554	Randall J. Wagner, Marife D. Wagner, James S. Chapman, and Amy L. Chapman	River Club Plaza	5770 Ranch Lake Blvd., Unit 124	Bradenton	FL	(941) 756-4564
2150	Darryl V. Green	Carrot Country	616 Oakfield Drive	Brandon	FL	(813) 689-2195
7008	Shamir Lalani, Ishie Lalani, Karim Lalani, and Anisha Lalani	Casselberry Commons	1455 Semoran Blvd. #133	Casselberry	FL	(407) 673-3330
3728	Valerie J. Perez	Water Tower Shoppes	41 Blake Blvd., Suite F-4	Celebration	FL	(407) 566-2900
6044	Michael J. Neugebauer, Jr. and Eric A. Himschoot	Summer Bay Plaza	17445 US 192, Suite 9	Clermont	FL	(325) 432-2050
447	Michael J. Neugebauer, Jr. and Eric A. Himschoot	Clermont Regional Center	1082 East SR 50	Clermont	FL	(352) 394-1234

Center No.	Franchisee	Center Name	Address	City	State	Phone
8751	Sergio E. Yibirin	Shoppes @ Coral Ridge	6059 Coral Ridge Dr.	Coral Springs	FL	(954) 344-8141
706	Abdulreza Amirzadeh-Shams, Marietta Amirzadeh-Shams, Abduolrahim Amir-Zadeh-Shams and Nooshin Ashrafi-Khorasani	Coquina Plaza	15721 Sheridan Street, # D-4	Davie	FL	(954) 252-9299
2444	Bernardo A. Yibirin and Sergio E. Yibirin	Towers Plaza	2034 S. University Dr.	Davie	FL	(954) 476-9007
8968	Nathaniel D. Moro and Marilyn A. Moro	The Shoppes @ Beville Road	1500 Beville Road	Daytona Beach	FL	(386) 255-5599
274	William Schwemlein and John Schwemlein	DuPont Lakes Shopping Center	2783 Elkcarn Blvd.	Deltona	FL	(386) 218-0547
5089	Victor R. Alvarez	Doral Commons	7520 NW 104th Avenue, Unit 7	Doral	FL	(786) 725-5730
6915	Raymond Hendricks	Caladesi Shopping Center	918 Curlew Road	Dunedin	FL	(727) 733-4621
6608	Juan F. Audisio, Magdalena N. Audisio, Ariana P. Audisio, and Guid G. Audisio	South Harbor Plaza	1420 SE 17th Street	Ft. Lauderdale	FL	(954) 765-1917
2887	Leonard J. Fassler and Annette M. Fassler	Victoria Park Shoppes	642 No. Federal Highway	Ft. Lauderdale	FL	(954) 467-0651
3735	Bernardo A. Yibirin and Sergio E. Yibirin	Cypress Creek Station	6305 North Andrews Ave.	Ft. Lauderdale	FL	(954) 776-6444
5723	Theotis Callaway and Carolyn M. Tucker	The Exchange	3720 NW 13th Street, Suite 10B	Gainesville	FL	(352) 379-1830
2716	Jon Allyn Simmons, Jr.	Butler Plaza	3914 SW Archer Rd	Gainesville	FL	(352) 377-6020
6262	Camilo N. Rodriguez	Gardens Square	8625 NW 186th Street	Hialeah	FL	(305) 829-1856

Center No.	Franchisee	Center Name	Address	City	State	Phone
7741	Leonard J. Fassler and Annette M. Fassler	Sheridan Plaza	5431 Sheridan Street	Hollywood	FL	(954) 965-7077
2816	Leonard J. Fassler and Annette M. Fassler	Oakwood Plaza	4021 Oakwood Blvd.	Hollywood	FL	(954) 921-5158
2904	Kirk A. Irvin	South Beach Parkway Plaza	578 Marsh Landing Pkwy	Jacksonville	FL	(904) 280-1918
2461	Kirk A. Irvin	Shoppes at Bartram Park	13820 Old St. Augustine Road, Suite 213	Jacksonville	FL	(904) 292-1335
7381	Jon Allyn Simmons, Jr.	Deerwood Village Mall	9970 Baymeadows Road	Jacksonville	FL	(904) 997-6999
6742	Jon Allyn Simmons, Jr.	Roosevelt Square	4495 Roosevelt Boulevard, Suite 110	Jacksonville	FL	(904) 388-9944
3062	Jon Allyn Simmons, Jr.	Riverside Market Square	2025 Riverside Avenue, Suite 203	Jacksonville	FL	(904) 387-9888
6332	Jon Allyn Simmons, Jr.	Pablo Creek Plaza	13470 Beach Blvd., Suite 403	Jacksonville	FL	(904) 223-3997
6034	Jon Allyn Simmons, Jr.	Town Center Village	11380-17 Beach Blvd.	Jacksonville	FL	(904) 620-0333
5003	Joseph W. Tripp and Jung In Kim	Abacoa Plaza	5500 Military Trail	Jupiter	FL	(561) 779-1526
1354	Joseph W. Tripp, Jung In Kim, Hong Ik Kim, and Jin Kyong	Chasewood S/C	6390 Indian Town Rd., Suite 27B	Jupiter	FL	(561) 744-2775
1876	Hemant K. Mangal and Esther Mangal	Pleasant Hill Commons	3323 S Orange Blossom Trail	Kissimmee	FL	(407) 944-0515
1663	Jessica Alavi	Ventura Downs Shopping Center	1974 Osceola Parkway, SP-3V	Kissimmee	FL	(407) 344-8040
7151	Valerie J. Perez	The Loop West	2687 W. Osceola Parkway	Kissimmee	FL	(407) 932-5217

Center No.	Franchisee	Center Name	Address	City	State	Phone
1642	Magda A. Lois and Evis S. Lois	Lees Square	5800 Jog Road	Lake Worth	FL	(561) 433-2870
1906	Ashraf W. Bailey and Mona D. Bailey	Highland City Town Center	5179 US Hwy 98 South	Lakeland	FL	(863) 644-9500
8425	Ashraf W. Bailey and Mona D. Bailey	Lakeside Village	1322 Town Center Drive, Space S106	Lakeland	FL	(863) 686-6762
5743	Irma Cole and Christopher Cole	Plantation Square	5361 N. Socrum Loop Road	Lakeland	FL	(863) 859-0586
1632	Jeffrey Conti and Jackilyn Conti	Bardmoor Village	10801 Starkey Road, Suite 106	Largo	FL	(727) 397-9010
8049	Bernardo A. Yibirin	Universal Plaza	5403 N. Universal Drive	Lauderhill	FL	(954) 741-6698
6634	Charles J. Brown, Carole A. Brown, and Craig C. Brown	Van Dyke Commons	17681 Dale Mabry Highway North	Lutz	FL	(813) 961-4516
6630	Victor R. Alvarez	Doral Plaza	9763 N.W. 41st Street, Suite 104	Miami	FL	(305) 597-9330
5475	Victor R. Alvarez	Kendall Town and Country	8312 Mills Drive	Miami	FL	(305) 270-8090
5172	Marcio R. G. Andreazzi, Maria Thereza Andreazzi, and Alessandro G. Andreazzi	Shops at Sunset Plaza	5701 Sunset Dirve	Miami	FL	(305) 667-0165
3524	Marcio R. Golfe Andreazzi, Maria Thereza Andreazzi, and Alessandro G. Andreazzi	Shoppes of Coral Way	2520 Coral Way #6	Miami	FL	(305) 860-9676
9053	Marcio R.G. Andreazzi, Maria Thereza F. Andreazzi, Alessandro G. Andreazzi, and Felipe G. Andreazzi	Village Portico	231 SW 8th Street	Miami	FL	(305) 285-9445

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5491	Juan F. Audisio	Storefront	268 East Flagler Street	Miami	FL	(305) 358-3430
1892	Edgar J. Espinosa and Lourdes E. Espinosa	Miller Square Shopping Center	13710-E SW 56th Street	Miami	FL	(305) 388-7414
5013	Leonard J. Fassler and Annette M. Fassler	GNC	Terminal G, 2nd Floor, Space #6G-2150, Miami International Airport	Miami	FL	(305) 874-3888
1259	Leonard J. Fassler and Annette M. Fassler	Publix Biscayne	1786 Biscayne Blvd	Miami	FL	(305) 371-1822
5944	Robert Garcia	Doral Isle Plaza	10775 NW 58th Street	Miami	FL	(305) 709-8275
6372	Victor M. Gonzalez and Stefanie M. del Campo	Shoppes @ Paradise Lakes	16832 SW88th Street	Miami	FL	(786) 577-0114
885	Victor M. Gonzalez and Stefanie M. del Campo	Concorde Shopping Center	11377 SW 40 Street	Miami	FL	(305) 221-2900
2028	Ali Hashemi	Plaza Del Parasio	12100 SW 127th Avenue	Miami	FL	(305) 232-4432
6550	Jose Mones	Fountain Square	9971 W. Flagler Street, Suite 140	Miami	FL	(305) 226-9684
1162	Jose Alejandro Pineda and Martha Pineda	Miller Road Plaza	9338 S. W. 56th Street	Miami	FL	(305) 596-0626
2135	Jose A. Pineda and Martha Pineda	Airpark Plaza	5777 NW 7th St.	Miami	FL	(305) 262-0000
2428	Jose Alejandro Pineda and Martha Pineda	Tamiami Trail Shoppes	13820 SW 8th Street	Miami	FL	(305) 552-0444
2697	Paul Rogoff and Arlene Rogoff	Bayside Marketplace	401 Biscayne Blvd.	Miami	FL	(305) 372-7181

Center No.	Franchisee	Center Name	Address	City	State	Phone
5784	Ashraf W. Bailey and Mona D. Bailey	Publix @ Imperial Lakes	2050 Shepard Road	Mulberry	FL	(863) 701-2779
3982	Paul Rogoff and Arlene Rogoff	R. K. Centre South	16850 Collins Avenue, Suite 109	N. Miami Beach	FL	(305) 957-8998
2185	Melissa S. Taylor	Marketplace at Pelican Bay	8847 Tamiami Trail North	Naples	FL	(239) 431-8917
6710	Edgar J. Espinosa, Lourdes E. Espinosa, and Arturo Espinosa	Ives Dairy Crossing	19975 NW Second Ave. #6	North Miami	FL	(305) 770-3381
1973	Leonard J. Fassler and Annette M. Fassler	127th Street Shopping Ctr.	12880 Biscayne Blvd.	North Miami	FL	(305) 893-6806
6847	Ali Hashemi	Country Health Store	1851 NE 185th Street	North Miami Beach	FL	(305) 932-5140
59	Ahmet Ozgun	Cocoplum Village Shops	17281 S. Tamiami Trail	North Port	FL	(941) 429-8888
7836	Sohila Alavi and Michael Wall	Williamsburg Downs	5338 Central Florida Parkway	Orlando	FL	(407) 238-1774
6589	Dagmar Moore, Shawn T. Moore, and Carol J. Moore	The Plaza on University	12101 University Blvd., Suite 243	Orlando	FL	(407) 658-4121
6142	Valerie J. Perez	Premium Shoppes at Lake Buena Vista	8600 Vineland Avenue, Suite 102	Orlando	FL	(407) 560-0065
7987	Valerie J. Perez	Metro West Village S/C	2439 S. Hiawasee Rd.	Orlando	FL	(407) 291-6088
3649	Nimish Shah, Tushar Dave, Shaheen Shah and Rita Shah	Suncrest Village Plaza	10141 University Blvd.	Orlando	FL	(407) 678-5441
7560	Marlon Shamsudeen and Bibi S. Shamsudeen	Highland Lakes Drive	7361 West Colonial Drive	Orlando	FL	(407) 296-4307
6959	Marla Hercules and Washinton Suarez	Palm Bay West	190 Malabar Rd., Suite 102	Palm Bay	FL	(321) 724-5050

Center No.	Franchisee	Center Name	Address	City	State	Phone
6933	Albert M. Paetzig	Martin Downs Town Center	2870 SW Town Center Way, Space #350	Palm City	FL	(772) 221-9233
2324	Jon Allyn Simmons, Jr.	Palm Coast Corners	1234 Palm Coast Parkway	Palm Coast	FL	(386) 446-0914
2783	Brett T. Newby and Eugenie Antoinette Newby-Stephan	Pasadena Shopping Center	6886 Gulfport Blvd. S.	Pasadena	FL	(727) 347-6020
2365	Myra V. Sofer, Angelita A. Sofer and Richard Sofer	Pembroke Lakes Mall	11401 Pines Boulevard, Suite 878	Pembroke Pines	FL	(954) 432-7474
6406	Ashraf W. Bailey and Mona D. Bailey	Plant City Crossing	2513-1 Thonotosassa Road	Plant City	FL	(813) 752-1087
1637	Darryl V. Green	Waldon Woods S/C	2206 James L Redman Parkway	Plant City	FL	(813) 759-8551
8636	Hemant K. Mangal and Esther Mangal	The Promenade @ Poinciana	839 Cypress Pkwy	Poinciana	FL	(407) 944-0499
979	Leonard J. Fassler and Annette M. Fassler	Pompano City Center	2001 N. Federal Highway, Unit 105	Pompano Beach	FL	(954) 785-1175
2103	Albert M. Paetzig	Town Center @ St. Lucie West	1707 St. Lucie West Blvd., Suite 106	Port St. Lucie	FL	(772) 340-4070
2877	Albert M. Paetzig	Rivergate Plaza	1101 SE Port St. Lucie Blvd.	Port St. Lucie	FL	(772) 335-8757
604	Albert M. Paetzig	The Landing @ Tradition	10640 SW Village Parkway	Port St. Lucie	FL	(772) 345-3622
9162	Uma R. Vootkur	Pavilion Crossing	3879 S US Highway 301	Riverview	FL	(813) 252-6255
2638	Richard G. Meyer	St. Cloud Square Shopping Center	4061 13th Street	Saint Cloud	FL	(407) 892-4300
980	Brian S. Russell	Sarasota Village	3660 Bee Ridge Road	Sarasota	FL	(941) 924-6293

Center No.	Franchisee	Center Name	Address	City	State	Phone
288	Frank J. Strangis and Susan P. Strangis	Nature Coast Commons	1421 Commercial Way	Springhill	FL	(352) 683-0222
5020	Jon Allyn Simmons, Jr.	Cobblestone Shopping Center	200 CBL Dr. 102	St. Augustine	FL	(904) 797-5244
3281	Brett T. Newby and Eugenie Antoinette Newby-Stephan	Northeast Park Shopping Center	210 37th Avenue N.	St. Petersburg	FL	(727) 826-1616
7234	Albert M. Paetzig, Albert H. Paetzig, and Deborah Paetzig	Stuart Centre	2295 SE Federal Highway	Stuart	FL	(772) 286-8453
2385	Paul Rogoff and Arlene Rogoff	Storefront	9452 Harding Avenue	Surfside	FL	(305) 865-1277
2871	Lee Peglow and Joseph Baronzzi	Village Commons Shopping Center	1400 Village Square Blvd	Tallahassee	FL	(850) 893-6966
1920	Charles J. Brown, Carole A. Brown, and Chandler C. Brown	Hampton Lakes	13026 Race Track Road	Tampa	FL	(813) 855-3900
2390	Darryl V. Green	Britton Plaza	3918-A South Dale Mabry Highway	Tampa	FL	(813) 839-0188
1893	Michael S. Kennedy and Laura G. Kennedy	Westgate Plaza	12028 Anderson Road	Tampa	FL	(813) 968-2141
8054	Lloyd Newton and Elousie Newton	City Plaza	16065 Tampa Palms Blvd	Tampa	FL	(813) 979-9697
6405	Eric S. Miller and Dianne Miller	La Plaza Grande South	922 Bichara Blvd.	The Villages	FL	(352) 750-0715
8000	Eric S. Miller and Dianne Miller	Buffalo Ridge Plaza	3600 Wedgewood Lane	The Villages	FL	(352) 259-6097
6501	Darryl V. Green	The Shops @ Bloomingdale	1021 E. Bloomingdale Ave.	Valrico	FL	(813) 643-1500
5648	Joseph W. Tripp, Jung In Kim, Hong Ik Kim, and Jin Kyong	Treasure Coast Plaza	2044 Treasure Coast Plaza	Vero Beach	FL	(772) 562-2450

Center No.	Franchisee	Center Name	Address	City	State	Phone
1338	James E. Hansler	Westward Plaza	2491-C Okeechobee Blvd	W. Palm Beach	FL	(561) 684-8561
953	Ryan M. Ellis, Heather L. Ellis, Michael C. Ellis and Barbara Ellis	The Grove at Wesley Chapel	5831 Wesley Grove # 1, NWC I-75 and SR 54	Wesley Chapel	FL	(813) 991-6677
6052	Gunther A. Rincon-Veracoechea and Hilda Z. Rincon	The Shoppes @ Southern Palms	8795 Southern Blvd, Space B104	West Palm Beach	FL	(561) 204-3245
3784	Yanira L. Barry	The Grove @ Four Corners	4750 The Grove Drive	Windermere	FL	(407) 252-0687
6167	Rebecca S. Russell	Winter Haven Cite Centre	412 Citi Centre Street	Winter Haven	FL	(863) 292-8700
3518	Mario Mele and Jeanine Mele	Stilesboro Oaks Shopping Center	1720 Mars Hill Road	Acworth	GA	(770) 590-0555
7085	Seyed Hashemi and Mitra Mortezaadeh	Windward Commons	12850 Highway 9, Space #1300	Alpharetta	GA	(770) 777-7780
6537	Fadi F. Alame, Jamal M. Fakih, Ahmad M. Fakih, and Feryial M. Fakih	Publix @ Perimeter	1100 Hammond Drive. Suite 440A	Atlanta	GA	(770) 730-0530
7149	Nelson S. Fleming	Camp Creek Marketplace	3755 Carnia Drive, STE 690	Atlanta	GA	(404) 344-4692
3569	Nelson S. Fleming	Cascade Crossing	3695 Cascade Road	Atlanta	GA	(404) 691-9890
2081	Nelson S. Fleming	Peachtree Battle S/C	2365-C Peachtree Rd.	Atlanta	GA	(404) 239-0440
7496	Michele Tedesco	Midtown Place	650 Ponce De Leon Ave, Suite 640-A	Atlanta	GA	(404) 876-6296
5046	Michele Tedesco	Brighton Park	2484 Briarcliff Rd., Suite 37	Atlanta	GA	(404) 325-8580

Center No.	Franchisee	Center Name	Address	City	State	Phone
5040	Surinder P. Singh	Village Square Shopping Center	1605P Buford Highway	Buford	GA	(770) 614-9461
3629	Michael T. O' Brien and Babette T. O' Brien	River Point Plaza	1552 Riverstone Parkway, Suite 100	Canton	GA	(770) 720-1708
3988	Gregory M. Cottrell and Kenneth R. Bragg	McIntosh Plaza	1109 S. Park Street #503	Carrollton	GA	(770) 834-5954
7885	Prafulchandra Patel and Jyoti Patel	The Avenue at Forsyth	410 Peachtree Parkway, Bldg. #378	Cumming	GA	(770) 889-0345
8571	Prafulchandra Patel and Jyoti Patel	Sharon Greens Shopping Center	1595 Peachtree Parkway, Suite 119	Cumming	GA	(770) 889-6264
1697	Surinder P. Singh	Lakeland Plaza Shopping Center	552 Lakeland Plaza	Cummings	GA	(770) 844-8930
332	Nelson S. Fleming	Dallas Commons	457 Dean Blvd., Suite 110	Dallas	GA	(770) 505-8430
6850	Nelson S. Fleming	Chapel Hill Commons Shopping Center	4919 Flat Shoals Parkway, Suite 102	Decatur	GA	(678) 418-5263
6867	Surinder P. Singh	Peachtree Hill	3455 Peachtree Industrial Blvd., Suite 885	Duluth	GA	(770) 813-0540
6182	Nelson S. Fleming	Robson's Crossing Shopping Center	3446 Winder Highway	Flowery Branch	GA	(770) 297-0906
7192	Surinder P. Singh	Stonebridge Shopping Center	5855 Sprout Springs Road, Building A, Space 405	Flowery Branch	GA	(770) 965-1020
1672	Nelson S. Fleming	Village Shoppes of Gainesville	891 Dawsonville Hwy, Suite 180	Gainesville	GA	(770) 718-9638
3060	Ronak P. Patel and Jinalben Patel	Grayson Commons	1911 Grayson Highway #12	Grayson	GA	(770) 237-8999

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926	Arshad N. Mirza	Paulding Commons Shopping Center	4215 Jimmy Lee Smith Pkwy.	Hiram	GA	(770) 439-0077
3672	Abbas Maleknia	Midway Shopping Center	910 US Athens Highway	Loganville	GA	(770) 554-9666
5965	Nelson S. Fleming	Mableton Crossing	4875 Floyd Road	Mableton	GA	(770) 745-1123
3059	Nelson S. Fleming	West Cobb Market	2500 Dallas Hwy, # 510	Marietta	GA	(678) 581-0334
9370	Emilio Alea, Jr. and James C. Stanton, III	Milledgeville GNC	2600 North Columbia Street, Suite B-5	Milledgeville	GA	(478) 452-4577
2833	Joseph E. Stell and Sharon Rogers	Newnan Crossing	963 Bullsboro Drive, Suite A	Newnan	GA	(770) 304-4355
2648	Myoung S. Rhim and Hannong Rhim	Peachtree Corners S/C	3200 Holcomb Bridge Rd Ste. 650	Norcross	GA	(770) 729-8822
8607	Steven M. Larson	The Village on Pooler Parkway	246 Pooler Parkway, Space D	Pooler	GA	(912) 748-4921
2832	Nelson S. Fleming	Lost Mountain Crossing	5200 Dallas Highway, Suite 210	Powder Springs	GA	(770) 429-1616
7245	Nelson S. Fleming	Powder Springs Publix S/C	3749 New Macland Rd., Suite 550	Powder Springs	GA	(770) 222-1234
8114	Nelson S. Fleming	Providence Square	4101 Roswell Road, Space # 307	Roswell	GA	(770) 977-2200
6877	Najam U. Bhutta and Razia N. Bhutta	Orchard Park S/C	2090 Dunwoody Club Drive, Suite 118	Sandy Springs	GA	707-671-9190
951	Nelson S. Fleming	Highland Station	4480 South Cobb Drive Suite E	Smyrna	GA	(770) 436-0705

Center No.	Franchisee	Center Name	Address	City	State	Phone
1394	Donald S. Lee and Haekyoung K. Lee	Presidential Market S/C	1905 Scenic Highway, Suite 320	Snellville	GA	(770) 978-1903
2447	Donald S. Lee and Haekyoung K. Lee	Stone Mountain Square	5370 US Hwy 78, Suite 620	Stone Mountain	GA	(770) 879-1091
7928	Surinder P. Singh	John's Creek Town Center	3630 Peachtree Pkwy, Suite 302	Suwanee	GA	(770) 622-4166
7481	Gregory M. Cottrell and Kenneth R. Bragg	Villa Rica Commons	620 Highway 61 South	Villa Rica	GA	(770) 459-3171
7930	Fadi F. Alame and Jamal M. Fasih	Woodstock S/C	136 Woodstock Square Ave., Suite 405	Woodstock	GA	707-926-3363
189	Michael T. O'Brien and Babette T. O'Brien	The Outlet Shoppes at Atlanta	915 Ridgewalk Pkwy, Suite 502	Woodstock	GA	(678) 275-2373
5032	Michael T. O'Brien and Babette T. O'Brien	Town Lake Square	2295 Town Lake Parkway, Suite 104	Woodstock	GA	(770) 516-2223
8709	Rebecca L. Brennecke, Barry J. Brennecke, and Austin J. Brennecke	Shops on Delaware	2005 SE Delaware Avenue	Ankeny	IA	(515) 965-1276
9146	Troy C. Huisenga and Jennifer M. Huisenga	Blairs Forest Plaza	5418 Blairs Forest Way	Cedar Rapids	IA	(319) 378-8917
9224	Troy C. Huisenga and Jennifer M. Huisenga	Coral Ridge Mall	1451 Coral Ridge Avenue	Coralville	IA	(319) 354-9165
9255	Troy C. Huisenga and Jennifer M. Huisenga	South Park Mall	901 SW 11th Street	Spencer	IA	(712) 264-8755
949	Robert A. Erickson and Brenda L. Erickson	Ironwood Square	226 Ironwood Drive	Coeur Dalene	ID	(208) 666-4005
8077	William J. Scharnhorst	Lewiston Center	1804 19th Avenue	Lewiston	ID	(208) 743-4462

Center No.	Franchisee	Center Name	Address	City	State	Phone
5287	William J. Scharnhorst	Eastside Marketplace	1420 South Blaine	Moscow	ID	(208) 822-8472
8714	Gregory P. Schonhoff and Jeffrey R. Schonhoff	Ashton Pointe	1137 North Eola Road Suite 104	Aurora	IL	(630) 585-8200
2467	Uma R. Vootkur	Aurora Plaza	2365 N. Farnsworth Avenue, Suite 109	Aurora	IL	(630) 585-2485
7024	Ginny Jolly	Stearns Crossing	1021 W. Stearns Road	Bartlett	IL	(630) 540-0529
6607	George M. Wiet, Patricia A. Wiet, and Robert J. Wiet	Shoppes @ Windmill Place	145 South Randall Road	Batavia	IL	(630) 553-5537
720	Deepak R. Brahmabhatt and Pragna D. Brahmabhatt	Stratford Square	816 Stratford Square	Bloomington	IL	(630) 307-9156
2705	Martin J. Duggan and Elizabeth A. Duggan	Springbrook Center	156 East Lake Street, Suite J	Bloomington	IL	(630) 582-0959
6653	Matthew A. Jones, Alan L. Jones, and Barbara E. Jones	Parkway Shopping Center	2109 N. Veterans Parkway, Suite 8	Bloomington	IL	(217) 529-2460
731	Usman R. Durrani and Nausheen Durrani	Maple Park Plaza	283 North Weber Road	Boilingbrook	IL	(630) 378-9670
2101	Rajesh K. Aneja and Shashi Mehra	Burbank Crossing	7929 S. Harlem Avenue	Burbank	IL	(708) 599-2800
725	Martin J. Duggan and Elizabeth A. Duggan	Heritage Plaza	726 W. Army Trail	Carol Stream	IL	(630) 483-9430
7056	Martin J. Duggan and Elizabeth A. Duggan	Geneva Crossing	349 Geneva Road	Carol Stream	IL	(630) 690-6823
1390	Rajesh K. Aneja and Shashi Mehra	Street Location	42 East Chicago Avenue	Chicago	IL	(312) 335-1608
3940	Rajesh K. Aneja and Shashi Mehra	Illinois Center Building	111 East Wacker Drive	Chicago	IL	(312) 938-9000

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8251	Mushtaq A. Attar and Bibi K. Attar	Atrium Mall	100 West Randolph Ave.	Chicago	IL	(312) 443-1662
5939	Alpesh Jayswal and Avni Jayswal	Dunning Square	6500 W. Irving Park	Chicago	IL	(773) 777-6940
6169	Alpesh Jayswal and Avni Jayswal	Roscoe Square	3336 N Western Avenue	Chicago	IL	(773) 477-3700
9320	Alpesh Jayswal and Avni Jayswal	Addison Mall	2937 W. Addison St	Chicago	IL	(773) 267-8612
7648	Kenneth T. Kubiesa and Colette M. Kubiesa	Citicorp Center	500 W. Madison Street	Chicago	IL	(312) 474-0160
3078	Kenneth T. Kubiesa and Colette M. Kubiesa	The Gateway	26 S. Halstead Street, #104	Chicago	IL	(312) 733-3507
5275	Daniel K. Leung and Ying Wu	Marshfield Plaza	11630 S. Marshfield Avenue	Chicago	IL	
7853	Jagdish Patel and Ginny Narsula	Washington Square	1524 N. Cicero Avenue	Chicago	IL	(773) 862-5027
1141	Atiq Rehman	Storefront	22 E. Madison Street	Chicago	IL	(312) 984-0100
7854	Shams U. Rehman	Roosevelt/Ashland Jewel Center	1651 W. Roosevelt Road	Chicago	IL	(312) 666-9111
5852	Shams U. Rehman and Atiq Rehman	South Loop Marketplace	1228 S. Canal Street	Chicago	IL	(312) 226-3637
7953	Barclay Sheegog and Robert Rubenstein	Gateway Plaza	7459 N. Clark St.	Chicago	IL	(773) 262-2173
7517	Barclay Sheegog and Robert Rubenstein	Broadway Plaza	1123 West Berwyn Ave	Chicago	IL	(773) 271-5296
3258	Rajesh K. Aneja and Shashi Mehra	Hawthorne Works	2311B South Cicero Avenue	Cicero	IL	(708) 222-9690

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6442	Joshua Witt, Alana Witt, and Colette Harper	The Oaks Shopping Center	1535 Lee Street Suite A	Des Plaines	IL	(847) 795-1005
5766	Daksha Patel and Ravi G. Patel	Downers Grove Marketplace	44 Ogden Avenue	Downers Grove	IL	(630) 440-0736
740	Ghanshyam K. Patel and Daksha Patel	Elmhurst Plaza	203 East Butterfield Road	Elmhurst	IL	(630) 782-0501
6360	Scott W. Barnett	Hickory Creek Marketplace	19973 La Grange Road	Frankfort	IL	(815) 464-2167
5054	Ginny Jolly	Market Plaza	585 Roosevelt Road	Glen Ellyn	IL	(630) 469-3438
3563	Rajesh K. Aneja and Shashi Mehra	Shoppes at Highland Park	67 Skokie Valley Road	Highland Park	IL	(847) 831-0022
7392	Martin J. Duggan and Elizabeth A. Duggan	Rose Plaza	1469 Palatine Road	Hoffman Estates	IL	(847) 934-8199
7359	Ghanshyam K. Patel, Daksha Patel, and Ravi Patel	Hoffman Village Center	2577 West Golf Road, Space A-8	Hoffman Estates	IL	(847) 490-3525
334	Mahendra Yogina and Ila Yogina	Poplar Creek Crossing	4597 W. Higgins Road	Hoffman Estates	IL	(847) 645-1222
6207	Gregory P. Schonhoff and Jeffrey R. Schonhoff	Homer Town Square	14144 South Bell Road	Homer Glen	IL	(708) 645-0097
6507	Steve D. Stulgo and Jennifer Stulgo	Stonebrook Plaza	3217 W. 115th Street	Merrionette Park	IL	(708) 597-8886
5868	Robert J. Wiet, Patricia A. Wiet, and George M. Wiet	Walmart Super Plaza	209 E US Rt 6	Morris	IL	(815) 416-1048
3564	Alpesh Jayswal and Avni Jayswal	Randhurst Village	1069 Elmhursts Road, Space M-2	Mt. Prospect	IL	(847) 398-3650
9026	Harwinder Singh and Barinderjit Kaur Singh	Long Meadows Commons	1140 W. Maple Street	Mundelein	IL	(847) 566-7986

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6504	Scott W. Barnett	Wheatland Market Place	3108 S. Route 59 Suite 132	Naperville	IL	(630) 922-3603
6738	Andrew Duffy, Josh Brackmann, Martin Kloska, Carol Kloska, Eric Brackmann, and Mary Lou Brackmann	Riverbrook Shopping Center	1539 North Aurora Road, Suite 115	Naperville	IL	(630) 357-3539
6109	Andrew Duffy, Josh Brackmann, Martin Kloska, Carol Kloska, Eric Brackmann, and Mary Lou Brackmann	Fox Run Square	1212 S. Naper Blvd., Unit 108	Naperville	IL	(630) 527-0733
3015	Alpesh Jayswal and Avni Jayswal	Norridge Commons	4159 N. Harlem Avenue	Norridge	IL	(708) 457-8450
8570	Rick Greenberg	Lind North Plaza	75 W. North Ave.	North Lake	IL	(708) 409-0901
5096	John W. Stein	Central Park Plaza	1222 Central Park Drive	O'Fallon	IL	(618) 589-9500
3871	Uma R. Vootkur	Townes Crossing	2458 Route 30	Oswego	IL	(630) 844-2576
6857	Mahendra Yogina and Ila Yogina	Deer Grove Crossing	1590 N. Rand Road, Suite #D	Palatine	IL	(847) 202-1896
7064	Neena Singh	Caton Crossing Town Square	2312 South Route 59	Plainfield	IL	(815) 439-7720
9592	Uma R. Vootkur	Kensington Center North	12640 S Route 59 Suite 300	Plainfield	IL	(815) 436-5101
2382	Rajesh K. Aneja and Shashi Mehra	Forest Plaza	6373 East State Street #C02	Rockford	IL	(815) 229-3100
7524	Randy Greenberg	Marketplace @ Rolling Meadows	1667 Algonquin Road	Rolling Meadows	IL	(847) 545-1470

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2465	Matthew A. Jones and Alan L. Jones	Savoy Plaza	1217 Savoy Plaza Lane	Savoy	IL	(217) 352-9548
8036	Martin J. Duggan and Elizabeth A. Duggan	Silver Glen Crossing	624 Randall Road	South Elgin	IL	(847) 214-8781
2036	Matthew A. Jones, Alan L. Jones, and Barbara E. Jones	Springfield Commons	2711 North Dirksen Parkway	Springfield	IL	(217) 528-1992
6127	John W. Stein	Swansea Plaza	2619 N. Illinois Street	Swansea	IL	(618) 277-2709
3135	Tareq M. Akkawi	Brookside Marketplace	7380 West 191st Street	Tinley Park	IL	(815) 464-5347
1639	Albert F. Bosco and Mary F. Bosco	Tinley Park Plaza	15927 S. Harlem Ave	Tinley Park	IL	(708) 633-0733
443	Martin J. Duggan and Elizabeth A. Duggan	Danada Square West	120 Danada Square West	Wheaton	IL	(630) 690-2049
1144	Rajesh K. Aneja and Shashi Mehra	Willowbrook Town Center	7143 Route 83	Willowbrook	IL	(630) 789-6600
7879	Randy Greenberg	Wood Dale Center	357 W. Irving Park Road	Wood Dale	IL	(630) 775-9544
8578	Steve D. Stulgo and Jennifer Stulgo	Target Center	2305 63rd Street	Woodridge	IL	(630) 435-1930
8662	Uma R. Vootkur	Yorkville Jewel Shopping Center	306 E Veterans Pkwy	Yorkville	IL	(630) 553-2226
1579	David Cravens and Diane M. Cravens	Southtown Center	2309 Charles Street, Suite A	Anderson	IN	(765) 622-1482
6408	Ralph E. Anderson, Mary L. Anderson and Ann M. Garrison	Crowders S/C	625 16th Street	Bedford	IN	(812) 278-9414
6842	James F. Atkins and Audra J. Atkins	Clover Center	3029 25th Street	Columbus	IN	(812) 372-7578

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3163	David Cravens and Diane M. Cravens	Town Center of Giest Plaza	11760 Olio Road	Fishers	IN	(317) 578-4000
2715	Daniel S. Dennie and Sharon M. Dennie	Covington Plaza	6334 W. Jefferson Boulevard	Fort Wayne	IN	(260) 432-5905
3267	Daniel S. Dennie and Sharon M. Dennie	Northwood Plaza	6055 Stellhorn Road	Ft. Wayne	IN	(219) 485-3320
6520	Daniel S. Dennie and Sharon M. Dennie	Dupont Village West Shopping Center	505 E. Dupont Road	Ft. Wayne	IN	(260) 637-7222
7374	Tonjia J. Johnson	Greensburg Commons	508 Greensburg Commons	Greensburg	IN	(812) 662-8617
7855	Bruce R. Seidel, III and Sarah H. Seidel	Murphy's Landing	1350 W. Southport Road	Indianapolis	IN	(317) 884-4621
6293	Adam M. Turner	Keystone Crossing Shoppes	3329 E 86th Street	Indianapolis	IN	(317) 252-5447
329	Adam M. Turner, Deen O. Poe, and Susan J. Poe	Glendale Town Center	6101 Keystone Avenue	Indianapolis	IN	(317) 259-4895
3159	Paul Nonte	Jasper Southgate Center	357 Jasper US 231	Jasper	IN	(812) 482-3648
6220	Tonjia J. Johnson	Dearborn Plaza	409 Eads Parkway	Lawrenceburg	IN	(812) 539-2544
6266	Mohan T. Makwana and Gita M. Makwana	Ridgewood Plaza	322 Ridge Road	Munster	IN	(219) 836-0615
6481	Adam M. Turner	Plainfield Commons II	405 Plainfield Commons Drive	Plainfield	IN	(317) 838-0317
8927	Joseph J. Despoy, III, Joseph J. Despoy, Jr., and Terry W. Despoy	Meadows Shopping Center	6008 Central Avenue	Portage	IN	(219) 763-9944
7856	Mohan T. Makwana and Gita Makwana	Main Street Center	739 Main Street	Schereville	IN	(219) 322-8960

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5048	James F. Atkins and Audra J. Atkins	Village Center S/C	1517 East Tipton	Seymour	IN	(812) 524-0714
6666	Joseph J. Despoy, III, Joseph J. Despoy, Jr., and Terry W. Despoy	Coolwood Plaza	2268 West 30	Valparaiso	IN	(219) 462-9944
5643	Stephen W. Coomer and Deborah J. Coomer	Kimmell Crossing Shopping Center	642 Kimmell Rd.	Vincennes	IN	(812) 886-1112
8087	Gregory W. Draper	Andover Crossing	420 South Andover Road	Andover	KS	(316) 733-2620
7456	Huned A. Gangriwala and Adam H. Gangriwala	West Market Shopping Center	109 S Parker Street, Space #109	Olathe	KS	(913) 397-0244
6492	Huned A. Gangriwala, Amy E. Bryant, and Stephen C. Wesselmann	Antioch Shops	8716 W 135th Street	Overland Park	KS	(913) 681-0349
2171	Huned A. Gangriwala, Amy E. Bryant, and Stephen C. Wesselmann	Oakbrook Plaza	7620 Metcalf Avenue	Overland Park	KS	(913) 383-8400
3274	Huned A. Gangriwala, Amy E. Bryant, and Stephen C. Wesselman	Corbin Park	6445 West 135th Street	Overland Park	KS	(913) 402-7093
9517	Huned A. Gangriwala, Amy Bryant, and Stephen C. Wesselmann	Shawnee Station S/C	15810-E Shawnee Mission Parkway, Space E	Shawnee	KS	(913) 962-8500
7726	Huned A. Gangriwala and Adam H. Gangriwala	New Market Square	2441 North Maize Street	Wichita	KS	(316) 773-3982
223	Kevin L. McCoy	Riverside Shopping Center	330 US 31 West Bypass	Bowling Green	KY	270-846-9006
7468	Gregory B. Hilycord and Jane M. Hilycord	Shoppes @ Burlington	1773 Patrick Drive	Burlington	KY	(859) 689-4900
6954	Bruce R. Seidel, III and Sarah H. Seidel	Expressway Plaza	2176 Dixie Hwy	Ft. Mitchell	KY	(859) 344-1111

Center No.	Franchisee	Center Name	Address	City	State	Phone
6851	Cedric C. Jenkins and James Etta Jenkins	Hamburg Pavillion	2160 Sir Barton Way Unit #120	Lexington	KY	(859) 543-1670
3349	Cedric C. Jenkins and James Etta Jenkins	Hikes Point-McMahan Plaza	3099 Breckenridge Drive, Suite 107	Louisville	KY	(502) 451-7717
6841	Scott C. Marks	Cedar Springs Shopping Center	6762 Bardstown Road	Louisville	KY	(502) 231-0462
2358	Scott C. Marks and Judy A. Marks	Jefferson Mall	4801/A-228 Outer Loop	Louisville	KY	(502) 966-8700
8110	Gregory B. Hilycord and Jane M. Hilycord	Union Village Center	8761 U.S. 42	Union	KY	(859) 384-0496
2759	Christopher W. Pixley and Kurt H. Ainsworth	Siegen Plaza	6725 Siegen Lane, Suite V	Baton Rouge	LA	(225) 368-4841
8987	Christopher W. Pixley and Kurt H. Ainsworth	Albertson's Country Club Center	19970 Highland Rd Ste #B-1A	Baton Rouge	LA	(225) 751-1221
8154	Scott A. Johnson and Cecil M. Shilstone, Jr.	Shops of 21	69305 Highway 21	Covington	LA	(985) 892-9955
2378	Scott A. Johnson and Cecil M. Shilstone, Jr.	Juban Crossing	27306 Crossing Circle, Suite 260	Denham Springs	LA	(225) 380-1888
7638	Christopher W. Pixley and Kurt H. Ainsworth	Cornerview Center	1203 E. Cornerview Street Suite E	Gonzales	LA	(225) 644-7716
429	Stanley J. Robichaux and Rosalie B. Robichaux	Hammond Square	514 Palace Drive	Hammond	LA	(985) 543-3581
7971	Scott A. Johnson and Cecil M. Shilstone, Jr.	St. Ann Place Shopping Center	2 St. Ann Street, Suite 2	Mandeville	LA	(985) 674-2535
9386	Austin J. Webb	Belle Promenade Mall	1700 Belle Promenade Blvd., Suite 601	Marrero	LA	(504) 347-3585
3821	Scott A. Johnson and Cecil M. Shilstone, Jr.	Westgate Shopping Center	8847 Veterans Blvd.	Metairie	LA	(504) 463-0080

Center No.	Franchisee	Center Name	Address	City	State	Phone
2889	Scott A. Johnson and Cecil M. Shilstone, Jr.	Old Metairie Village	701 Metairie Road	Metairie	LA	(504) 834-2811
5337	Scott A. Johnson and Cecil M. Shilstone, Jr.	Airline Shopping Center	2701 Airline Highway, Suite Q	Metairie	LA	(504) 309-4672
6397	Scott A. Johnson and Cecil M. Shilstone, Jr.	Magazine Commons	2901 Magazine Street	New Orleans	LA	(504) 897-1030
9583	Scott A. Johnson and Cecil M. Shilstone, Jr.	Elmwood Village Plaza	1130 S. Clearview Parkway	New Orleans	LA	(504) 731-2921
2086	Joseph J. Mangino and Jennifer F. Mangino	Eagle Plaza @ Ruston	1405 Eagle Drive, Box # 11	Ruston	LA	(318) 513-1156
3873	Shad L. Erkintalo and Katherine T. Erkintalo	Fremaux Town Center	156 Town Center Parkway	Slidell	LA	(985) 643-9810
7002	Charles R. Berryhill and Mary M. Berryhill	Sulphur Plaza	1423 Beglis Parkway	Sulphur	LA	(337) 527-4462
1802	Mozaffar S. Ali	Market Basket Plaza	27 Pond Street	Ashland	MA	(508) 875-6233
5904	Michael Mauricio and Antero Mauricio	Church Park	225-B Massachusetts Avenue	Boston	MA	(617) 375-1002
3264	Joan E. Gorman	RK North Reading Plaza	72 Main Street	North Reading	MA	(978) 276-1900
8979	Joseph Discordia and Thomas J. Discordia	Webster Plaza	70 Worcester Road	Webster	MA	(508) 943-4825
6148	David J. Picarello	The American Can Company	2400 Boston Street	Baltimore	MD	(410) 558-0064
3304	Jason N. Salafia and Scott J. Salafia	York Road Plaza	6360 York Road	Baltimore	MD	(410) 377-8292
2368	Jason N. Salafia and Scott J. Salafia	Westview Mall	5810 Baltimore National Pike	Baltimore	MD	(410) 788-7004

Center No.	Franchisee	Center Name	Address	City	State	Phone
6839	Arshad A. Rajper	Georgetown Square	10400 Old Georgetown Road	Bethesda	MD	(301) 896-0775
739	Donald E. Beals and Darryl V. Green	Wildwood Shopping Center	23415 Three Notch Road	California	MD	(301) 737-2821
8992	Jason N. Salafia and Scott J. Salafia	North Plaza	8950 Waltham Woods Road	Carney	MD	(410) 661-7509
3194	Jason N. Salafia and Scott J. Salafia	Clinton Crossing	8793 Branch Avenue	Clinton	MD	(301) 856-9034
3561	Jason N. Salafia and Scott J. Salafia	Yorktowne Plaza	60 Cranbrook Road	Cockeysville	MD	(410) 683-3414
7086	Frank O. Ejedoghaobi and Jude N. Ejedoghaobi	College Park Marketplace	4744 Cherry Hill Road	College Park	MD	(301) 446-0070
62	Patricia A. Plummer and Thomas J. Harner	Village at Lee Airport	11 Lee Airpark Drive, #300	Edgewater	MD	(410) 956-2600
3085	Tahira Hussain and Yasin Hussain	Clemson Corner	7820 Wormans Mill Road, Suite P	Frederick	MD	(301) 662-6667
7347	Tahira Hussain and Yasin Hussain	Frederick Shopping Center	1305 West Seventh St., Space #16	Frederick	MD	(301) 668-7566
1746	Bilaluddin Mohammed and Syeda Naila Sultana	Westside Marketplace @ Maple Lawn	8194 Westside Blvd.	Fulton	MD	(301) 776-6800
6416	Shawn V. Salafia	Milestone Village	21040 E. Frederick Road	Germantown	MD	(301) 916-8100
5736	Wayne C. Pollock and Marisa J.E. Pollock	Greenway Center	7531 Greenbelt Road	Greenbelt	MD	(301) 441-8560
7405	Eqab Ahmad	Maryland City Plaza	3467 Laurel Fort Mead Road	Laurel	MD	(301) 497-1100
7831	Eqab Ahmad	Centre at Laurel	13600 Baltimore Avenue, Space 102	Laurel	MD	(301) 604-0040

Center No.	Franchisee	Center Name	Address	City	State	Phone
8620	Tahira Hussain and Yasin Hussain	Mount Airy Shopping Center	400 Ridgeville Boulevard	Mount Airy	MD	(301) 829-4610
3298	Arshad A. Rajper	Olney Village Center	18301 Village Center Drive	Olney	MD	(301) 896-0700
7471	Choudhry S. Javaid and Gulmeena Javaid	Lakeshore Plaza	4137 Mountain Road	Pasadena	MD	(410) 255-3795
2105	Jason N. Salafia and Scott J. Salafia	Federal Plaza	12274-C Rockville Pike	Rockville	MD	(301) 255-0089
5117	Jason N. Salafia and Scott J. Salafia	Park Plaza	522-A Governor Ritchie Highway, Space 552-A	Severna Park	MD	(410) 544-5700
6781	Tahira Hussain and Yasin Hussain	Briggs Chaney Plaza	13840 Outlet Drive	Silver Spring	MD	(301) 829-4610
6361	Kenneth Scott Purcell	Festival @ Waldorf	3038 Festival Way	Waldorf	MD	(301) 645-5205
7611	Shawn V. Salafia	Cranberry Square	405 North Center Street	Westminster	MD	(410) 857-9636
777	Mohammad Abdrabboh and Nancy Marini	Fairlane Green	3124 Fairlane Drive	Allen Park	MI	(313) 271-3150
3837	Dennis C. Moushmoulian	Bloomfield Plaza	6614 Telegraph Road	Bloomfield Hills	MI	(248) 539-2183
2686	Dennis C. Moushmoulian	Bloomfield Town Square	2207-A S. Telegraph Road	Bloomfield Hills	MI	(248) 745-3333
2608	Rajeev Gupta and Ramzi El-Achkar	Grand Crossing S. C.	9864 East Grand River Ave, Suite 190	Brighton	MI	(810) 220-0125
8045	Mohammad Abdrabboh and Nancy Marini	Whispering Woods Plaza	20773 Gibraltar Rd.	Brownstown Township	MI	(734) 671-2353
2084	David W. Ruble and Marci E. Ruble	Crossroads Village	47284 Michigan Avenue	Canton	MI	(734) 495-0018

Center No.	Franchisee	Center Name	Address	City	State	Phone
3422	David W. Ruble and Marci E. Ruble	New Towne Plaza	44576 Ford Road	Canton	MI	(734) 453-8747
3236	Rajeev Gupta and Ramzi El-Achkar	Whitelake Commons	7101 Dixie Highway	Clarkston	MI	(248) 620-2297
6120	Rajeev Gupta and Ramzi El-Achkar	Holiday Center	36680 Garfield Rd.	Clinton Township	MI	(586) 792-6666
6065	Hilal Bittar, Nawal Bittar, and Hussein Bittar	Fairlane Meadows	16201 Ford Road	Dearborn	MI	(313) 271-5295
5847	Rajeev Gupta and Ramzi El-Achkar	Ferndale Plaza	22831 Woodward Ave.	Ferndale	MI	(248) 542-4573
5905	Eugene L. Niedzwiecki and Mary L. Niedzwiecki	Pine Ridge S/C	1417 West Main Street	Gaylord	MI	(989) 731-6363
6509	Karl J. Plahta, Regina J. Plahta, and William C. Plahta	Grand Mall	12821 S. Saginawa Road, Suite D12	Grand Blanc	MI	(810) 603-2800
3165	Rajeev Gupta and Ramzi El-Achkar	Pointe Plaza	22337 Moross Rd.	Grosse Pointe Woods	MI	(313) 881-4462
6041	Rajeev Gupta and Ramzi El-Achkar	Grand River Plaza	3641 E. Grand River Avenue	Howell	MI	(517) 548-0826
3913	Diane M. Ross and Lawrence J. Ross	Iron Mountain Plaza	1848 S. Stephenson Avenue	Iron Mountain	MI	(906) 779-7612
3039	Mohammad Abdrabboh and Nancy Marini	Lincoln Park Retail Center	1871 Southfield Road	Lincoln Park	MI	(313) 438-6439
6689	Muhammad S. Hanif and Rizwana Hanif	Wonderland Village	29635 Plymouth Road	Livonia	MI	(734) 422-1899
8105	David W. Ruble and Marci E. Ruble	Livonia Plaza	30983 Five Mile Road	Livonia	MI	(734) 762-9743
2261	Albert V. Balch	Midland Mall	6800 Eastman Road Suite #524	Midland	MI	(989) 631-2490

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2362	Albert V. Balch	Mt. Pleasant Shopping Center	2155 South Mission	Mt. Pleasant	MI	(989) 773-2150
7645	David W. Ruble and Marci E. Ruble	Westmarket Square	47780 Grand River Ave	Novi	MI	(248) 305-8208
491	Rajeev Gupta and Ramzi El-Achkar	Bear Creek Crossing	2180 Anderson Road, Suite 120	Petoskey	MI	(231) 487-1995
7686	Elaine M. Miller and Marc W. Miller	Sheldon Place	44685 Five Mile Rd.	Plymouth	MI	(734) 453-2320
7586	Hilal Bittar, Nawal Bittar, and Hussein Bittar	Redford Plaza	9367 Telegraph Road	Redford Township	MI	(313) 592-1017
8279	Rajeev Gupta and Ramzi El-Achkar	WalMart Supercenter	2536 S. Adams Road	Rochester Hills	MI	(248) 844-0102
6325	Albert V. Balch	Westwood Plaza	1802 Lawndale Drive	Saginaw	MI	(989) 791-5115
7577	Patricia Palombit and Raymond Palombit	Commons @ Sauk Trail	1321 Michigan Ave.	Saline	MI	(734) 944-5688
6859	Rajeev Gupta and Ramzi El-Achkar	Tel-Twelve Shopping Center	28300 Telegraph Road	Southfield	MI	(248) 352-2518
6215	Mohammad Abdrabboh and Nancy Marini	Southgate Shopping Center	13725 Eureka Rd	Southgate	MI	(734) 285-5305
2464	Mohammad Abdrabboh and Nancy Marini	Forum at Gateway	44625 Mound Road	Sterling Heights	MI	(586) 323-1943
5017	Rajeev Gupta and Ramzi El-Achkar	Midtown Square	1361 Coolidge Hwy	Troy	MI	(248) 614-9277
107	Rajeev Gupta and Ramzi El-Achkar	Somerset Collection North	2800 W. Big Beaver Road, Suite 130	Troy	MI	(248) 614-6200
6135	Rajeev Gupta and Ramzi El-Achkar	Heritage Valley	29239 Mound Road	Warren	MI	(248) 558-1060

Center No.	Franchisee	Center Name	Address	City	State	Phone
6241	Carol Pardo and Ami E. Kekel	Park Place Center	7781-26 Mile Road	Washington	MI	(586) 677-0800
8812	Zohreh Zimmerman	West Bloomfield Plaza	6738 Orchard Lake Road	West Bloomfield	MI	(248) 851-4740
7349	Rajeev Gupta and Ramzi El-Achkar	Super Kroger Center	31288 Michigan Avenue	Westland	MI	(734) 727-4621
5881	Patrick W. Mercier and Peter J. Mercier	Woodhaven Commons	19077 West Road	Woodhaven	MI	(734) 692-6545
1127	Ryan A. Yager and Richelle M. Yager	Viking Plaza	3015 Highway 29 S	Alexandria	MN	(320) 762-5268
7342	John W. Hanselman, Sally K. Oradei, and Zachary B. Wellner	Andover Marketplace	1966 Bunker Lake Blvd.	Andover	MN	(763) 862-4031
2725	John W. Hanselman, Sally K. Oradei, and Zachary B. Wellner	Lexington Station	3833 Lexington Avenue, Suite 12	Arden Hills	MN	(651) 486-3828
2280	Christopher J. DuBois and Shelley L. DuBois	Victory Village	1510 109th Avenue, NE	Blaine	MN	(763) 785-6430
6972	Matthew L. Burnham and Maria L. Jondahl	Park Place Promenade	9686 Colorado Lane North	Brooklyn Park	MN	(763) 242-0595
582	Ryan A. Yager and Richelle M. Yager	Champlin Marketplace	11444 Marketplace Drive	Champlin	MN	(763) 323-0082
3700	Christopher J. DuBois	West Village S/C	848 W. 78th St.- P.O. Box 443	Chanhassen	MN	(952) 474-8284
5284	Christoher J. DuBois and Shelley L. DuBois	Chaska Commons	228 Pioneer Trail	Chaska	MN	(952) 368-3389
7273	Troy C. Huisenga and Jennifer M. Huisenga	Cottage Grove	8711 S. East Point Douglas Rd., Suite 10	Cottage Grove	MN	(651) 458-0872

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8854	Christopher J. DuBois, Shelley L. DuBois, Jason P. Bachman, and Christina M. Bachman	Forest Lake Marketplace	2009 W. Broadway	Forest Lake	MN	(651) 982-0926
5015	Christopher J. DuBois and Jason P. Bachman	Southfork Shopping Center	17721 Kenwood Trail	Lakeville	MN	(952) 435-2198
916	Troy C. Huisenga and Jennifer M. Huisenga	River Hills Mall	1850 Adams Street, Suite 127	Mankato	MN	(507) 386-0015
3769	Ryan A. Yager and Richelle M. Yager	The Grove Village	15525 Circle North	Maple Grove	MN	(763) 416-3872
2458	Ryan A. Yager and Richelle M. Yager	Union Crossing	1571 7th Street	Monticello	MN	(763) 295-4194
1948	Christopher J. DuBois and Jason P. Bachman	Plymouth Marketplace	3505 Vicksburgh Lane North	Plymouth	MN	(763) 557-5195
7164	John W. Hanselman, Sally Oradei, and Zachary B. Wellner	Northstar Marketplace	7876 Sunwood Drive	Ramsey	MN	(763) 421-1363
6989	Christopher J. DuBois and Shelley L. DuBois	Hub Shopping Center	94 West 66th Street	Richfield	MN	(612) 869-9295
5194	Matthew L. Burnham and Maria L. Jondahl	Silver Lake Village	2700 39th Avenue NE	St. Anthony	MN	(612) 706-3924
9025	Christopher J. DuBois and Shelley L. DuBois	Miracle Mile S/C	5003 Excelsior Blvd	St. Louis Park	MN	(952) 922-3992
7837	Christopher J. DuBois and Shelley L. DuBois	Park Place Plaza	1650 Park Place Boulevard	St. Louis Park	MN	(763) 417-0550
8799	Christopher J. DuBois and Jason P. Bachman	Stillwater Marketplace	2030 Market Dr.	Stillwater	MN	(651) 430-9716
1609	John W. Hanselman, Sally K. Oradei, and Zachary B. Wellner	White Bear Hills Shopping Center	2697 County Road E	White Bear Lake	MN	(651) 429-1462
2496	Ryan A. Yager and Richelle M. Yager	Kandi Mall	1605 First St. South	Willmar	MN	(320) 235-1861

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8427	Janet S. Dowden	Grindstone Plaza	1205 Grindstone Pkwy, Ste 103	Columbia	MO	(573) 874-0940
8031	Shamim Rabbani	Heritage Place Shopping Center	12591 Olive Boulevard	Creve Coeur	MO	(314) 453-9599
153	Janet S. Dowden	Capitol Mall	3600 Country Club Drive	Jefferson City	MO	(573) 893-3990
3736	Huned A. Gangriwala, Amy Bryant, and Stephen C. Wesselmann	Tremont Square	6302 North Chatham Ave	Kansas City	MO	(816) 587-9063
5902	Huned A. Gangriwala, Amy Bryant, and Stephen C. Wesselmann	Chouteau Crossing	4323 C NE Chouteau Trafficway	Kansas City	MO	(816) 459-7314
2088	Huned A. Gangriwala, Amy E. Bryant, and Stephen C. Wesselmann	Anitoch Crossing	2682 VE Vivion Road	Kansas City	MO	(816) 459-4995
7111	Huned A. Gangriwala, Amy Bryant, and Stephen C. Wesselmann	Kansas City Power and Light	11 East 12th Street, Space R307	Kansas City	MO	(816) 221-7711
9516	Huned A. Gangriwala, Amy Bryant, and Stephen C. Wesselmann	State Line Station	1030 136th Street	Kansas City	MO	(816) 942-5788
7026	Gregory A. Seabolt	Dorsett/270 Plaza	12304 Dorsett Road	Maryland Heights	MO	(314) 576-4473
6170	Gregory A. Seabolt	Schnuck's O'Fallon S/C	8638 Veterans Memorial Parkway	O'Fallon	MO	(636) 978-6756
5009	Brian S. Caldwell and Kristina M. Caldwell	Dierbergs Lakeview Pointe Shopping Center	4645 Osage Beach Parkway	Osage Beach	MO	(573) 302-7415
3025	Carl A. Hughes and Christopher D. McKay	Parkville Commons	6325 Lewis Street	Parkville	MO	(816) 382-3408

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7019	Brian S. Caldwell and Kristina M. Caldwell	Thompson Hills S/C	3141 A West Broadway	Sedalia	MO	(660) 826-7003
6020	Janet S. Dowden	James River Town Center	1839 East Independence Street	Springfield	MO	(417) 882-3500
7600	Christopher L. Gregory and Dorothy A. Gregory	Santa Fe Trail	609 A-3 East Young Street, Suite 609 A-3	Warrensburg	MO	(660) 429-5567
6377	Joseph J. Mangino	Crossgate Corners	315 Crossgate Boulevard	Brandon	MS	(601) 824-1155
5331	Joseph J. Mangino and Jennifer F. Mangino	Clinton Crossing	111 Hwy 80 East, Suite B	Clinton	MS	(601) 925-5001
2476	Sarah D. Coxwell and Cary D. Coxwell	Leigh Mall	1404 Old Aberdeen Road	Columbus	MS	(662) 328-4450
7783	Shad L. Erkintalo and Katherine T. Erkintalo	The Promenade D'Iberville	3821 Promenade Parkway Suite O-3	D'Iberville	MS	(228) 396-1536
9532	Wallace H. Kirk, Linda P. Kirk, and Liza K. Sammons	Dogwood Promenade	122 Promenade Ave, Space 2-B	Flowood	MS	(601) 992-6938
8833	Stanley J. Robichaux, Rosalie B. Robichaux, Scott M. Robichaux, and Teresa B. Robichaux	Unnamed Center	3317 Hardy Street, Suite 60	Hattiesburg	MS	(601) 336-8103
2829	Wallace H. Kirk, Linda P. Kirk, and Liza K. Sammons	The Forum at Grandview	175 Grandview Blvd., #420	Madison	MS	(601) 605-2200
5991	Wallace H. Kirk, Linda P. Kirk, and Liza K. Sammons	Natchez Mall	350 John R Junkin Drive, Space 6A	Natchez	MS	(601) 443-9710
6925	Franklin K. Carmical	The Shops of Crumpler Place	7447 Goodman Road	Olive Branch	MS	(662) 893-3871
3289	Franklin K. Carmical	Wedgewood Commons	5142 Goodman Road, Suite 105	Olive Branch	MS	(662) 890-8730
9404	Franklin K. Carmical	Goose Creek Mall	2214 West Jackson Ave.	Oxford	MS	(662) 234-5687

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6420	Shad Erkintalo	Shipyard Plaza	4115 Denny Avenue	Pascagoula	MS	(228) 769-8751
6526	Wallace H. Kirk, Liza K. Sammons, and Linda P. Kirk	The Outlet at Bloomfield	200 Bass Pro Drive	Pearl	MS	(601) 939-0003
8113	Stanley J. Robichaux, Rosalie B. Robichaux, Scot M. Robichaux, and Teresa B. Robichaux	Walmart Center	231 Frontage Road	Picayune	MS	(601) 799-3775
266	Wallace H. Kirk, Linda P. Kirk, and Liza K. Sammons	Renaissance at Colony Park	1000 Highland Colony Parkway, # 6007	Ridgeland	MS	(601) 853-9945
9168	Sarah D. Coxwell and Cary D. Coxwell	911 Highway West	911 Hwy 12 West, Suite 206B	Starkville	MS	(662) 323-4919
733	Joseph J. Mangino and Jennifer F. Mangino	Pemberton Square Mall	Pemberton Square Blvd. #31	Vicksburg	MS	(601) 638-9168
9131	Erik E. Taake	Butte Plaza	3100 Harrison Ave, Space F - 6	Butte	MT	(406) 494-6317
5132	Erik E. Taake	Skyway Regional Shopping Center	2030 Cromwell Dixon Lane	Helena	MT	(406) 449-0696
587	Erik E. Taake	Mountain View Plaza	2415-2 US Highway 93 N, # 7	Kalispell	MT	(406) 257-7876
9511	Erik E. Taake	Mountain Mall	6475 Highway 93 South	Whitefish	MT	(406) 862-8337
2651	Kevin F. Graham and Edwin P. Graham	Skyland Plaza	1863 Hendersonville Road, Suite 120	Asheville	NC	(828) 277-0313
3253	Van E. Morris and Sherman McKinney, III	Park Road Shopping Center	4119 Park Road	Charlotte	NC	(704) 523-1277
5765	Van E. Morris and Sherman McKinney, III	The Arboretum	3339 Pineville Matthews Road, Suite 200	Charlotte	NC	(704) 544-3310

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7763	Richard R. Colon	New Towne Center	2529 Lewisville-Clemmons Road	Clemmons	NC	(336) 766-2836
976	Frank Garcia and Rosa J. Garcia	Davidson Commons	624 Jetton Street, Space 135	Davidson	NC	(704) 896-1600
6836	Margaret J. Corrigan	Gateway @ Northpointe	1804-B North Pointe Drive	Durham	NC	(919) 620-7882
1030	Robert O. Peterson and April Eldridge Peterson	Fuquay Crossing	1353 East Broad Street	Fuquay Varina	NC	(919) 557-5848
8817	Van E. Morris and Sherman McKinney, III	Franklin Square S/C	3044 East Franklin Blvd	Gastonia	NC	(704) 867-6141
6789	Bernadette A. Shepherd and David N. Hudak	Lawndale Shopping Center	2629 Lawndale Avenue	Greensboro	NC	(336) 540-0265
8610	Carter F. Dalton and Laura E. Dalton	Holly Springs Town Center	163 Grand Springs Hills Place	Holly Springs	NC	(919) 552-2171
7420	Barbara Goodwin Lupton	Cross Pointe Center	1250-L Western Boulevard	Jacksonville	NC	(910) 478-0500
1692	Richard R. Colon and Amador J. Colon	Southside Square	1022-H South Main Street	Kernersville	NC	(336) 993-3554
6554	Barbara Goodwin Lupton	Cypress Bay Plaza	5167 Highway 70 Site 15	Morehead City	NC	(252) 808-3900
1029	Carter F. Dalton and Laura E. Dalton	Park West	1604 Village Market Place	Morrisville	NC	(919) 467-4073
3788	John R. Johnson and Janice R. Johnson	Granite Town Center	692 S Andy Griffith Parkway	Mt. Airy	NC	(336) 789-8697
7516	Christopher B. McCoy	Outer Banks Mall	5000 South Croatan Highway, Unit N-8	Nags Head	NC	(252) 449-8083
8688	Richard R. Colon and Amador J. Colon	Falls Pointe Shopping Center	9630 Falls of Neuse Road, Suite 119	Raleigh	NC	(919) 846-6116

Center No.	Franchisee	Center Name	Address	City	State	Phone
5274	Carter F. Dalton and Laura E. Dalton	Stonehenge Market	7550 Creedmoore Road, Suite 103	Raleigh	NC	(919) 848-0980
8750	Carter F. Dalton and Laura E. Dalton	The Lassiter at North Hills	4421 Six Forks Road, Suite 117	Raleigh	NC	(919) 787-0462
6116	James M. Eaker and Debra K. Eaker	Innes Street Market	243 Faith Road	Salisbury	NC	(704) 630-9393
7060	Margaret J. Corrigan	Stadium Center	1925 Bragg Street	Sanford	NC	(919) 776-2070
8991	Bruce R. Seidel, Jr. and Janice L. Seidel	Shallotte Crossing	150 Shallotte Parkway Crossing, Suite 3	Shallotte	NC	(910) 755-5825
7219	Hirenkumar C. Deliwala and Komal Deliwala	Village Commons @ Wesley	5922 Weddington Monroe Road, Suite 119	Wesley Chapel	NC	(704) 843-7519
8677	Paul W. Czesak, Florence B. Czesak, and Mark D. Czesak	Mayfaire Towne Center	6870 Main Street	Wilmington	NC	(910) 256-1107
9200	Paul W. Czesak, Florence B. Czesak, and Mark D. Czesak	University Center	412 S. College Road, Suite 59	Wilmington	NC	(910) 452-1828
3625	John R. Johnson and Janice R. Johnson	Thruway Shopping Center	276 S. Stratford Road	Winston-Salem	NC	(336) 724-6855
5109	Nathan D. Hanson and Ralph P. Hanson	Twin Creek Plaza	3906 Twin Creek Drive, Suite #101	Bellevue	NE	(402) 291-4228
9019	Erik E. Taake	Village S/C	2455 1st Ave, Ste 107	Columbus	NE	(402) 562-7546
2282	Beau J. Huffman and Brook A. Huffman	Conestoga Mall	3404 W. 13th Street	Grand Island	NE	(308) 381-1097
9841	Beau J. Huffman	One Osborne Place	4103 Osborne Drive West #7	Hastings	NE	(402) 462-2450

Center No.	Franchisee	Center Name	Address	City	State	Phone
1959	Beau J. Huffman	Hilltop Mall	4803 N. Second Avenue, Suite 6	Kearney	NE	(308) 234-6695
5252	Nathan D. Hanson and Megan J. Hanson	Parkhaus Retail Shops	1317 Q Street, Suite 120	Lincoln	NE	(402) 261-4783
5133	Troy C. Huisenga and Jennifer M. Huisenga	Lincoln Crossing	5100 North 27th Street	Lincoln	NE	(402) 438-1188
3373	Erik E. Taake	Sunset Plaza	1700 Market Lane, Suite 20D	Norfolk	NE	(402) 379-4629
7593	Nathan D. Hanson and Ralph P. Hanson	Village Pointe	17255 Davenport Street	Omaha	NE	(402) 932-3133
3975	Troy C. Huisenga and Jennifer M. Huisenga	Midtown Crossing at Turner	3201 Farnam Street, #6103	Omaha	NE	(402) 342-9454
589	Troy C. Huisenga and Jennifer M. Huisenga	Lakeside Plaza	17406 Lakeside Hills Plaza	Omaha	NE	(402) 330-0714
993	Troy C. Huisenga and Jennifer M. Huisenga	Eagle Run	13362 W. Maple Road	Omaha	NE	(402) 493-4484
668	Nathan D. Hanson and Ralph P. Hanson	Shadow Lake Town Center	7775 Olsen Drive	Papillion	NE	(402) 339-1749
8681	Christopher R. Little and Robby J. Vergil	Monument Mall	2302 Frontage Rd. Suite 9	Scottsbluff	NE	(308) 632-3117
2579	Gary M. Woodward and Timothy C. Woodward	Fort Eddy Plaza	40 Fort Eddy Road	Concord	NH	(603) 224-4308
2473	Timothy C. Woodward and Gary M. Woodward	Brickyard Square	1 Brickyard Square	Epping	NH	(603) 679-3434
5998	Christopher A. Corliss	Center at Colony Mill	149 Emerald Street	Keene	NH	(603) 352-9908
3476	Abbas S. Qutab and Mozam Qutab	Lorden Plaza	586 Nashua Street	Milford	NH	(603) 672-0311

Center No.	Franchisee	Center Name	Address	City	State	Phone
3299	Gary M. Woodward and Timothy C. Woodward	Market Basket Plaza	1500 Lafayette Road, Suite 4	Portsmouth	NH	(603) 427-1613
6072	Robert C. Getchell and Janice C. Getchell	Shaws Powerhouse Plaza	10 Benning St #7	West Lebanon	NH	(603) 298-6575
6376	Pankaj K. Patel and Vibha P. Patel	The Village @ Bedminster	438 Route 206 North	Bedminster	NJ	(908) 719-4700
3667	Rajnikant Patel	Belleville Shopping Center	370 Main Street	Belleville	NJ	(973) 751-6262
3022	Tara R. Rosenblum and Anilkumar P. Jethnani	GNC (Storefront)	549 Bloomfield Avenue	Bloomfield	NJ	(973) 259-0100
2354	Tara R. Rosenblum and Anilkumar P. Jethnani	Corrado's Family Center	1578 Main Avenue	Clifton	NJ	(862) 247-8347
8980	Anna J.S Huh, Young H. Huh and Angela K.S. Huh	Heidenberg Plaza	266 Closter Dock Road	Closter	NJ	(201) 768-9094
6591	Pankaj Kapoor	750 Paterson Avenue	750 Paterson Avenue	East Rutherford	NJ	(201) 635-9666
5702	Eric S. Miller	Town Center Plaza	319 Route 130 North	East Windsor	NJ	(609) 448-3257
5754	Tara R. Rosenblum and Anilkumar P. Jethnani	Prestige Plaza	334 Hwy 31, Suite 4	Flemington	NJ	(908) 788-7888
997	Ketan Patel and Krishna Patel	Franklin Town Center	3391 Route 27, Space 119	Franklin Park	NJ	(732) 940-9370
1757	Satish K. Shoor, Suman Shoor, and Rohit K. Shoor	Garwood Mall	300 South Avenue #12	Garwood	NJ	(908) 654-1600
5995	Amedeo L. DiSarro and Daniel J. King	Valley Mall Shopping Center	977 Valley Road	Gillette	NJ	(908) 626-1000
7088	Noorzahan K. Aditya and Kristen A. Aditya	Hackensack Plaza	450 Hackensack Ave.	Hackensack	NJ	(201) 441-9177

Center No.	Franchisee	Center Name	Address	City	State	Phone
3530	Kumar Aditya	Summit Plaza	370 W. Pleasantview Ave.	Hackensack	NJ	(201) 343-4033
3684	Pankaj Kapoor and Sheetal Kapoor	Riverfront Plaza S/C	500 South River Street	Hackensack	NJ	(201) 296-0250
5061	Mohammad Shakil Kazi and Maureen Manfro	Mansfield Commons	1885 Route 57, Suite 339	Hackettstown	NJ	(908) 850-8885
9193	Eric S. Miller	Hamilton Marketplace	140 Market Place Blvd	Hamilton	NJ	(609) 581-6608
2643	John M. Glospie	Harrison Station	705 Frank Rodgers Blvd	Harrison	NJ	(973) 900-9925
3934	Eric S. Miller and Dianne Miller	Aldrich Shopping Center	4069 Route 9 North	Howell	NJ	(732) 367-7778
7434	Manav Kashyap	Bennetts Mills Plaza	2275 West County Line Road	Jackson	NJ	(732) 886-6700
8843	John M. Glospie	Storefront	314-316 Grove St.	Jersey City	NJ	(201) 332-2160
3799	Satish K. Shoor, Suman Shoor, and Rohit K. Shoor	Walmart Center	220 Harrison Avenue, Suite A7	Kearny	NJ	(201) 628-2054
8555	Eric S. Miller and Dianne Miller	The Marketplace	1232 Chews Landing Road	Laurel Springs	NJ	(856) 309-5700
3021	Satish K. Shoor and Suman Shoor	Aviation Plaza	685 W. Edgar Drive	Linden	NJ	(908) 525-0303
7673	Amal K. Aditya	Veterans Square	548 New York Avenue	Lyndhurst	NJ	(201) 842-9797
5887	Daxa P. Bhatt and Parthiv M. Bhatt	Stafford Square S/C	297 Route 72 West, Space #2	Manahawkin	NJ	(609) 978-7353
6648	Melba E. Novillo	Market Place @ Manville	148 N. Main St.	Manville	NJ	(908) 253-9515

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1825	Eric S. Miller and Dianne Miller	Marlton Crossing	209 South Route 73	Marlton	NJ	(856) 988-0086
3288	Michael W. Chan and Madelene S. Taub-Chan	Middletown Shopping Center	840 Route 35 S	Middletown	NJ	(732) 957-0102
5060	Satish K. Shoor and Suman Shoor	Morris Plains Shopping Center	1711 State Route 10, Space F	Morris Plains	NJ	(973) 539-0179
3598	Satish K. Shoor and Suman Shoor	Brunswick Shopping Center	504 Milltown Road	New Brunswick	NJ	(732) 545-5669
2329	Pankaj K. Patel and Vibha P. Patel	Commerce Center	2431 US Highway 1	North Brunswick	NJ	(732) 640-1010
8819	Shanti S. Mehta and Usha Mehta	Middlebrook Shopping Center	1586 Route 35 South	Ocean	NJ	(732) 695-0009
973	Daxa P. Bhatt, Parthiv M. Bhatt, Bhavesh P. Desai, and Rina Desai	The Shoppes at Old Bridge	3894 Rt. 9 North	Old Bridge	NJ	(732) 952-3444
3255	Tara R. Rosenblum and Anilkumar P. Jethnani	Pompton Lakes Town Center	31 Wanaque Avenue	Pompton Lakes	NJ	(862) 200-5346
2019	Amal K. Aditya and Teresa Aditya	Plaza 23	500 Route 23, Suite 1-A	Pompton Plains	NJ	(973) 831-9400
3475	Pankaj K. Patel, Vibha P. Patel, and Balwinder Singh	Princeton Market Fair	3535 US 1, Suite 170	Princeton	NJ	(609) 951-0908
2109	Idrees Kalu and Tasleem Siddiqi	Harmon Plaza	700 Plaza Drive	Secaucus	NJ	(201) 348-9549
2475	Satish K. Shoor, Suman Shoor, and Amit K. Shoor	Oak Park Commons Shopping Center	907 A Oak Tree Road	South Plainfield	NJ	(908) 791-4462
6780	Shanti S. Mehta	General Green S/C	225 Morris Avenue	Springfield	NJ	(973) 921-1770
6308	Rakhshinda J. Hasan and Rakshanda J. Hussaini	Capital Plaza	1558 North Olden Avenue	Trenton	NJ	(609) 695-0500

Center No.	Franchisee	Center Name	Address	City	State	Phone
6234	Pankaj Kapoor and Sheetal Kapoor	Five Point S/C	326 Chestnut Street	Union	NJ	(908) 624-1090
5795	Pankaj Kapoor	Union Plaza Shopping Center	2401 Hwy 22 West	Union	NJ	(908) 964-4300
3550	Virinderpal Singh and Suchet Kandhari	Pilgrim Shopping Center	343 Pompton Avenue	Verona	NJ	(973) 857-8557
3483	Ramon Santos, Josefa Santos, and Griselda Betancourt	52-10 Bergenline Ave.	52-10 Bergenline Ave.	West New York	NJ	(201) 392-9555
3481	Nafisa M. Khalid and Syed I. Khalid	Essex Green S/C	1280 Prospect Avenue	West Orange	NJ	(973) 731-8620
1296	Noorzahan Aditya, Amal K. Aditya, and Teresa Aditya	Plaza 46	1550 US Highway 46	West Paterson	NJ	(973) 812-5000
3755	Eric S. Miller	Westmont Plaza	690 Cuthbert Blvd.	Westmont	NJ	(856) 869-4484
6225	Anna Hee Huh, Young H. Huh, and Angela K. S. Huh	Westwood Plaza	700-84 Broadway	Westwood	NJ	(201) 594-0110
1148	Kenneth J. Powell and Lori J.S. Powell	Health Haven	1619 San Mateo NE	Albuquerque	NM	(505) 265-4830
6223	Vance Parrott and Janice Parrott	Carlsbad Mall	2302 West Pierce Street, Space C-8	Carlsbad	NM	(575) 234-1230
7180	Calvin D. Kyllonen	Elko Junction	2503 Mountain City Hwy., Space 110	Elko	NV	(775) 753-8282
5950	Naji Char and Nejoud Char	Pebble Marketplace	1000 N. Green Valley Pkwy, Suite 430	Henderson	NV	(702) 897-6462
2270	Suzette M. Demery and Christopher D. Demery	Anthem Highlands Shopping Center	2900 Bicentennial Parkway #100	Henderson	NV	(702) 558-9052
3876	Jingwen Nie and Jianhua Ma	Horizon Village Square	25 E. Horizon Ridge Parkway	Henderson	NV	(702) 220-5863

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1595	Naji Char and Nejouid Char	Tropicana Beltway Center	5130 S. Ft. Apache Road, #270	Las Vegas	NV	(702) 294-0192
6598	Suzette M. Demery and Christopher D. Demery	Silverado Ranch Plaza	9875 S. Eastern Avenue, Suite E-3	Las Vegas	NV	(702) 614-1081
6390	Suzette M. Demery and Christopher D. Demery	McCarran Marketplace	5905 S Eastern Avenue, #114	Las Vegas	NV	(702) 895-6683
6897	Suzette M. Demery and Christopher D. Demery	Eastwind Center	2381 E. Windmill Lane, Suite 3	Las Vegas	NV	(702) 837-5945
5935	Craig C. Kyllonen	Arroyo Market Square	7920 Arroyo Crossing Parkway, Ste 140	Las Vegas	NV	(702) 896-9900
3842	Craig C. Kyllonen	Summerlin Gateway Plaza	7500 W Lake Mead Blvd	Las Vegas	NV	(707) 776-7692
6387	Craig C. Kyllonen	The Shops at Summerlin	1103 Lavender Hill Drive, Space #150	Las Vegas	NV	(702) 685-4580
1335	Craig C. Kyllonen	Centerpointe Plaza S/C	10300 W Charleston Blvd, Suite 24	Las Vegas	NV	(702) 304-2400
5815	Daniel K. K. Leung and Ying Wu	Maryland Crossing Shopping Center	4055 S. Maryland Parkway, #4010	Las Vegas	NV	(702) 866-0682
1034	Jingwen Nie and Jianhua Ma	Spring Valley Town Center	4130 South Rainbow	Las Vegas	NV	(702) 362-3977
3874	Jingwen Nie and Jianhua Ma	Rainbow Ridge	3170 North Rainbow Blvd.	Las Vegas	NV	(702) 658-9991
5004	William P. Murphy and Nancy C. Murphy	Camino El Norte Gateway Plaza	1306 West Craig Road, Suite D	North Las Vegas	NV	(702) 642-9334
9135	Veeran C. Kutty and Raziya P. Kutty	Baldwin Plaza	682 Sunrise Highway	Baldwin	NY	(516) 868-1300
7530	Mahvash Naseem	Storefront	61-06 Springfield Boulevard	Bayside	NY	(718) 224-2711

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1626	Faraz Naseem	42-09 Bell Blvd.	42-09 Bell Boulevard	Bayside	NY	(718) 352-0034
722	Nadeem A. Choudhry	Storefront	52 East Fordham Road	Bronx	NY	(718) 220-8143
3566	Nadeem A. Choudhry	Grand Concourse Plaza	161 Grand Concourse, 222 E. 161st St.	Bronx	NY	(718) 537-3573
8650	Mohammad Shakil Kazi and Maureen Manfro	New Horizon's Shopping Center	44 Horizon Plaza, Unit B-160B	Bronx	NY	(718) 328-1910
8713	Sajid Mehmood and Rashida Sajid	Storefront	2958 Third Avenue	Bronx	NY	(718) 292-4304
553	Dorcas M. Trotta and Francisco Ortiz	Brukner Plaza	1965 Turnbull Avenue	Bronx	NY	718-430-0609
752	Sajid Mehmood and Rashida Sajid	Sheepshead Bay	1710 Sheepshead Bay Road	Brooklyn	NY	(718) 332-6011
3624	Choudhry S. Javaid, Gulmeena Javaid, Kelly Wong, and Hong Bin Guan	The Center at Centereach	1950 Middle Country Road	Centereach	NY	(631) 580-6080
8102	Veeran C. Kutty and Raziya P. Kutty	Town Center at Central Islip	100 S Research Way	Central Islip	NY	(631) 582-2591
6096	Musharaf Razzaque	Macy's Plaza	14 Veterans Highway	Commack	NY	(631) 462-9761
2032	Fayaz Ahmad, Khalida Fayaz, Choudhry S. Javaid, and Gulmeena Javaid	Deer Park Commons	520 Commack Road	Deer Park	NY	(631) 253-0200
2734	Mohammad Shakil Kazi and Maureen Manfro	Chauncey Square	50 Livingstone Avenue	Dobbs Ferry	NY	(914) 478-1136
111	Parmeet Singh	Huntington Square	400 E Jericho Turnpike	East Northport	NY	(631) 499-2300

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8540	Fayaz Ahmad and Khalida Fayaz	Expressway Plaza	2322 North Ocean Avenue	Farmingville	NY	(631) 736-7340
7963	Sajid Mehmood and Rashida Sajid	Whitestone Expressway Plaza	30-11 Stratton Street	Flushing	NY	(718) 539-5704
2892	Nadeem A. Choudhry	The Gallery at Westbury Plaza	932 Old Country Road	Garden City	NY	(516) 794-8463
6703	Phanraj Ramnauth and Farah Ramnauth	Garden City Park	2443 Jericho Turnpike	Garden City	NY	(516) 294-3330
9239	Mahvash Naseem	CVS Plaza Shopping Center	214E Glen Cove Avenue	Glen Cove	NY	(516) 674-8029
1996	Rajendra Panda	Forest Hills Retail	73-25 Woodhaven Boulevard	Glendale	NY	(718) 897-7484
3072	Faraz Naseem	Motor Parkway Plaza	694 Motor Parkway, Suite 6	Hauppauge	NY	(631) 231-7475
2492	Fayaz Ahmad and Khalida Fayaz	Broadway Mall	481 Broadway Mall	Hicksville	NY	(516) 938-4074
6074	Rajendra (Rajan) Panda and Surama Panda	157-02 Cross Bay Blvd.	157-02 Cross Bay Blvd.	Howard Beach	NY	(718) 487-4052
3262	Neha Mehta and Prashant Mehta	Lake Shore Plaza	601-10 Portion Road	Lake Ronkonoma	NY	(631) 981-9074
1922	Parmeet Singh	Nassau Mall	3601 Hempstead Turnpike, Space 18	Levittown	NY	(516) 579-0866
1899	Yi Michael Shen	The Plaza at Little Neck Hills	252-20 Northern Boulevard	Little Neck	NY	(718) 224-2685
1675	Veeran C. Kutty and Raziya P. Kutty	Merrick Commons	1634 E Merrick Road	Merrick	NY	(516) 208-9700
350	Ricardo Jaisingh, Yasmin Jaisingh, Ryan Jaisingh, and Margaret Jaisingh	Cortland Town Center	3121 E Main Street, Space 28	Mohegan Lake	NY	(914) 603-3770

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1136	Kumar Aditya and Jeanette Aditya	HARRIMAN COMMONS	128 BAILY FARM ROAD, RTE 17 & RTE 32	MONROE	NY	(845) 782-1106
7272	Altaf Hussain	Lake Success Shopping Center	1474 Union Turnpike	New Hyde Park	NY	(516) 352-8853
2360	Idrees Kalu and Tasleem Siddiqi	Newburgh Mall	1401 Route 300	Newburgh	NY	(845) 566-7425
8424	Muhammad S. Hanif and Zahid Rashid	Niagara Consumer Square	7314 Niagara Falls Blvd.	Niagara Falls	NY	(716) 236-0028
952	Shuang X. Wong	Plainview Shopping Center	349 South Oyster Bay Road, #12	Plainview	NY	(516) 433-4824
5134	Mohammad Shakil Kazi	Storefront	262 Boston Post Road	Port Chester	NY	(914) 481-5357
7832	Parmeet Singh	Port Jefferson Station	560 Jefferson Shopping Plaza	Port Jefferson	NY	(631) 403-4955
6752	Fen Tang	Soundview Plaza	3 Soundview Market Place	Port Washington	NY	(516) 767-3402
2846	Frank J. Chiaino, Justin L. Chiaino, and Lisa Chiaino	College Town at University of Rochester	1385 Mt. Hope Avenue	Rochester	NY	(585) 623-8709
7691	Veeran C. Kutty and Raziya P. Kutty	276 Sunrise Highway	276 Sunrise Highway	Rockville Center	NY	(516) 766-4462
359	Mohammad Shakil Kazi and Maureen Manfro	Trader Joe's Shopping Center	737 White Plains	Scarsdale	NY	(914) 713-8608
2463	Mohammad Shakil Kazi and Maureen Manfro	Scarsdale Shopping Center	656 Central Avenue	Scarsdale	NY	(914) 472-7318
2580	Parmeet Singh	Independence Plaza	335 Independence Plaza	Seldon	NY	(631) 736-1137

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7497	Fayaz Ahmad and Khalida Fayaz	Suffolk Shopping Center	4046 Nesconset Highway	Setauket	NY	(631) 331-5601
557	Parmeet Singh	Village Commons/Smithtown Shopping Center	48 East Main Street	Smithtown	NY	(631) 979-4070
8539	Nadeem A. Choudhry	Forest Plaza	2040 Forest Avenue	Staten Island	NY	(718) 761-1304
5953	Mohammad Shakil Kazi and Maureen Manfro	Town Center @ Thornwood	1016 Broadway, Space #D-3	Thornwood	NY	914-773-0474
3626	Frank J. Chiaino, Justin L. Chiaino, and Lisa Chiaino	Victor Crossing	400 Commerce Drive	Victor	NY	(585) 398-3000
1698	Frank J. Chiaino, Justin L. Chiaino, and Lisa Chiaino	Town Center at Webster	1028 Ridge Road, Suite 10	Webster	NY	(585) 872-1750
2237	Altaf Hussain	Great South Bay S/C	709 W. Montauk Highway	West Babylon	NY	(631) 669-3364
6510	Sajid Mehmood and Rashida Sajid	Whitestone Shopping Center	153-29 Cross Island Parkway	Whitestone	NY	(718) 747-2674
5001	Yi Michael Shen	46-16 Queens Blvd	46-16 Queens Blvd	Woodside	NY	(718) 706-8058
2353	Mohammad Shakil Kazi and Maureen Manfro	Cross County Square	730C Central Park Avenue	Yonkers	NY	(914) 963-4421
3291	Mohammad Shakil Kazi and Maureen Manfro	Triangle Shopping Center	20 Triangle Shopping Center	Yorktown Heights	NY	(914) 302-7782
1843	Jean Case	Arlington Ridge Marketplace	790 Arlington Road, Space 231	Akron	OH	(330) 644-1462
1071	Jean Case	South Plaza	380 East Waterloo Road	Akron	OH	(330) 785-1462
8955	Steven M. Mitchell and Cynthia A. Mitchell	Market Place Four Corners	7719 Marketplace Drive	Aurora	OH	(330) 562-3308

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8541	Steven M. Mitchell and Cynthia A. Mitchell	Avon Commons	35900 Detroit Rd	Avon	OH	(440) 937-2124
2869	Daniel C. Gerome and Jill S. Gerome	Beachwood Place	26300 Cedar Road	Beachwood	OH	(216) 360-0669
6418	Jean Case	Ridge Park Square	4756 Ridge Road	Brooklyn Heights	OH	(216) 661-4462
9045	Jean Case	Brunswick Town Center	1439 Town Center Blvd, Ste D-10	Brunswick	OH	(330) 225-4757
5826	Dan W. Mosedale and Jeanette G. Mosedale	Winchester Square	6438 Winchester Blvd.	Canal Winchester	OH	(614) 834-8789
588	Jean Case	Country Fair Plaza	4203 Tuscarawas Street West	Canton	OH	(330) 477-9462
981	Matthew D. West and Michelle A. West	Sam's Club Center	1290 N. Bridge Street	Chillicothe	OH	(740) 773-7002
6383	Gregory B. Hilycord and Jane M. Hilycord	Blue Ash Commons	4118 Hunt Road	Cincinnati	OH	(513) 984-9522
6515	Bruce R. Seidel, III and Sarah H. Seidel	Western Hills Plaza	6180 Glenway Avenue, Suite #G	Cincinnati	OH	(513) 389-9863
7264	Bruce R. Seidel, III and Sarah H. Seidel	Skytop Pavilion	5248 Beechmont Avenue	Cincinnati	OH	(513) 231-2190
3487	Bruce R. Seidel, III and Sarah H. Seidel	Glenway Crossing	5080 Glencrossing Way	Cincinnati	OH	(513) 451-3040
1680	Bruce R. Seidel, III and Sarah H. Seidel	Kings Auto Mall	4760 Fields Ertel Road	Cincinnati	OH	(513) 583-1800
6978	Bruce R. Seidel, III and Sarah H. Seidel	Shops @ Harper's Point	11358 Montgomery Road	Cincinnati	OH	(513) 386-7822
992	Anna Maria Schuck	Sugar Creek Plaza	6020 Wilmington Pike	Dayton	OH	(937) 848-2610

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3822	Thomas O. Colvin	Avery Square	7030 Perimeter Loop Road	Dublin	OH	(614) 761-2005
6739	Gregory B. Hilycord and Jane M. Hilycord	Village Green	675 Deis Drive	Fairfield	OH	(513) 939-0270
5615	Bruce R. Seidel, III and Sarah H. Seidel	North Towne Plaza	1375 Wagner Avenue	Greenville	OH	(937) 548-1252
6445	Thomas O. Colvin	Parkway Center North	1724 Stringtown Road, Space 16	Grove City	OH	(614) 801-2250
2640	Tonjia J. Johnson	Harrison Square	10548 Harrison Road	Harrison	OH	(513) 367-7002
1043	Bruce R. Seidel, III and Sarah H. Seidel	Northpark Plaza	8233 Old Troy Pike	Huber Heights	OH	(937) 237-9099
1374	Bruce R. Seidel, III and Sarah H. Seidel	Rookwood Pavilion Shopping Center	2692 Madison Road, Suite H-3	Hyde Park	OH	(513) 631-2604
2106	Jean Case	Storefront	15002 Detroit Avebye	Lakewood	OH	(216) 226-1462
3176	Dan W. Mosedale and Jeanette G. Mosedale	Northpointe Plaza	80 Meadowpark Road	Lewis Center	OH	(740) 657-8492
3890	Gregory B. Hilycord and Jane M. Hilycord	The Shoppes of Mason	5220 Kings Mills Road	Mason	OH	(513) 336-7575
3560	Jean Case	Super K-Mart Plaza	1049 N. Court St.	Medina	OH	(330) 725-3116
3260	Steven M. Mitchell and Cynthia A. Mitchell	Creekside Commons	9591 Mentor Ave.	Mentor	OH	(440) 639-7923
6873	Bruce R. Seidel, Jr., Bruce R. Seidel, III, and Sarah H. Seidel	Austin Landing	10645 Innovation Drive	Miamiburg	OH	(973) 979-6400
1760	Jean Case	Southland Shopping Center	6855 Southland Dr., #27	Middleburg Heights	OH	440-842-3462

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5768	Gregory B. Hilycord and Jane M. Hilycord	Mulberry Square	1081-C SR 28	Milford	OH	(513) 831-3332
2739	Jean Case	Pleasant Valley Shopping Center	7536 Broadview Road, Unit 25	Parma	OH	(440) 843-4462
6297	Alexandr A. Arsh	Market @ Liberty Crossing	3986 Powell Road, Space #E-2	Powell	OH	(614) 336-9908
3016	Steven M. Mitchell and Cynthia A. Mitchell	Solon Village	34186 Aurora Road	Solon	OH	(440) 914-1065
3446	Jean Case	South Park Mall	500 South Park Center #DU 1020	Strongsville	OH	(440) 238-4700
3486	Bruce R. Seidel, III and Sarah H. Seidel	Troy Towne Center	1839 West Main Street	Troy	OH	(937) 335-3971
6769	Susan J. Allen	Voice of America Centre	7688 Voice of America Centre Drive	West Chester	OH	(513) 779-3737
7018	Susan J. Allen	Beckett Commons	8234 Princeton Glendale Road	Westchester	OH	(513) 874-3711
6317	Kyle D. Cumming	Northgate Plaza	7381 State Route 3	Westerville	OH	(614) 891-2502
6119	Steven M. Mitchell and Cynthia A. Mitchell	Willoughby Commons	36385 Euclid Avenue	Willoughby	OH	(440) 954-9493
7529	Gregory B. Hilycord and Jane M. Hilycord	Glenwood Crossing	10587 Springfield Pike	Woodlawn	OH	(513) 772-7899
9055	Steven M. Mitchell and Cynthia A. Mitchell	Wayne Town Center	3985 Burbank Road	Wooster	OH	(330) 345-1208
2234	Gregory W. Draper	The Shops at Broken Arrow	1332 East Hillside Drive	Broken Arrow	OK	(918) 355-0245
3722	Gregory W. Draper	Catoosa Hills Shopping Plaza	19360 Robson Road #B	Catoosa	OK	(918) 379-0760

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7311	Scott B. West and Susan M. West	Durant Shopping Center	519 University Place, Suite #103	Durant	OK	(580) 931-9248
8873	Gregory W. Draper	University Village	1185 East 2nd Street	Edmond	OK	(405) 359-7835
94	Gregory W. Draper	Sooner Town Center	7201 SE 29th Street, Suite 205	Midwest City	OK	(405) 741-0443
9891	Gregory W. Draper	Shops at Moore	25900 Service Road	Moore	OK	(405) 794-2224
2498	Gregory W. Draper	University Town Center	1615 24th NW	Norman	OK	(405) 307-0290
6794	Gregory W. Draper	Rockwell Northwest S/C	6922 Northwest Highway	Oklahoma City	OK	(405) 721-0844
9620	Gregory W. Draper	Westgate Market Place	5924 SW 4th Street Terrace	Oklahoma City	OK	(405) 721-0844
9819	Gregory W. Draper	Penn Plaza	1413 W I 240 Service Rd #B	Oklahoma City	OK	(405) 692-0900
9068	Gregory W. Draper	Quail Plaza S/C	10962 N. May Avenue	Oklahoma City	OK	(405) 842-2770
199	Gregory W. Draper	Center at Owasso	9046 N 121st East Avenue	Owasso	OK	(918) 274-4345
7030	Allen C. Blankenship and Alda V. Blankenship	Pioneer Square	609 N. Perkins Rd	Stillwater	OK	(405) 377-6248
1695	Gregory W. Draper	Unnamed Center	8115 East 71st Street	Tulsa	OK	(918) 728-8381
8959	Gregory W. Draper	Tulsa Hill Shopping Center	7335 S. OLYMPIA AVE W	Tulsa	OK	(918) 447-1555
2935	Gregory W. Draper	Yale Mall	1677 S Yale Avenue	Tulsa	OK	(918) 742-1037

Center No.	Franchisee	Center Name	Address	City	State	Phone
9793	Arthur C. DeTomaso and Gayla E. Brittain	Cascade Village S/C	63455 North Highway 97	Bend	OR	(541) 388-4718
5719	Stuart Wilde	Gresham Town Fair	510 NW Eastern Parkway	Gresham	OR	(503) 667-5063
8680	Dennis D. Young and Wanda R. Young	Albertson's Shopping Center	5522 South 6th Street	Klamath Falls	OR	(541) 850-4462
6729	Tsen-Yen Chen and Debbie Chen	West Hills Plaza	7545 SW Barnes Rd.	Portland	OR	(503) 296-9905
6268	Joseph T. Ollila and Sandy D. Ollila	The Cascade Building	527 SW Alder Street	Portland	OR	(503) 223-4888
3254	Eric S. Miller and Dianne Miller	Airport Center	932 Airport Center Drive, Space 12	Allentown	PA	(610) 266-1269
7015	Eric S. Miller	Village West	3100 Tilghman St.	Allentown	PA	(610) 434-0477
3796	Cynthia Rethage and Lee Peglow	Rostraver Square	150 Sara Way	Belle Vernon	PA	(724) 930-9008
1380	Darren K. Hartman and Patricia E. Hartman	Great Southern S/C	1155 Washington Pike	Bridgeville	PA	(412) 220-9248
901	Richard A. Heinsberg	Moraine Point Plaza	260 Moraine Point Plaza	Butler	PA	(724) 283-0979
2031	Eric S. Miller and Dianne Miller	Providence Town Center	250 Plaza Drive	Collegeville	PA	(610) 409-9500
7498	James D. Sullivan and Annette E. Sullivan	Cranberry Commons	1713 Route #228	Cranberry Township	PA	(724) 772-5533
3168	Mary P. Keller and Michael J. Keller	Brandywine Square	1074 E. Lancaster Ave.	Downingtown	PA	610-518-5940
2511	James D. Sullivan and Annette E. Sullivan	North Towne Square	5600 William Flynn Highway	Gibsonia	PA	(724) 444-0940

Center No.	Franchisee	Center Name	Address	City	State	Phone
9492	Pankaj Mehrotra and Poonam Mehrotra	Greengate Centre	2050 Greengate Centre Circle, Space #2	Greensburg	PA	(724) 832-6350
6488	Eric S. Miller and Dianne Miller	Marketplace at Huntingdon Valley	2034 County Line Road	Huntingdon Valley	PA	(215) 364-7550
7724	Robert J. Waters and Robert D. Rosen	Shoppes at Longwood Village	849 E. Baltimore Pike, Space L	Kenneth Square	PA	(610) 444-4203
8116	Rakhshinda J. Hasan	Levittown Town Center	145 Levittown Parkway, Space # 29	Levittown	PA	(215) 945-8100
2085	Carlton B. Smith and Joyce Mayes Smith	Langhorn Square Shopping Center	1289 East Lincoln Highway	Levittown	PA	(215) 547-1990
7594	Bo T. Podvasnik and Sally D. Podvasnik	Summit Ridge Plaza	Route 819 South	Mt. Pleasant	PA	(724) 547-4160
3459	James D. Sullivan and Annette E. Sullivan	Village of Murrysville	4550 William Penn Hwy. Rt. 22	Murrysville	PA	(724) 733-1070
2873	Richard A. Heinsberg	Union Square Shopping Center	2527 W. State Street	New Castle	PA	(724) 652-6415
5083	Jeffrey S. Lane and Karen Lane	Village @ Newtown North	2812 South Eagle Road, Space 1-28	Newtown	PA	(215) 579-2100
7083	Mary P. Keller and Michael J. Keller	West Sadsbury Commons	308 Commons Drive	Parkesburg	PA	(610) 857-4663
7175	Eric S. Miller	Northeast Tower Center	4640 East Roosevelt Blvd, Suite F2	Philadelphia	PA	(215) 288-9130
3451	Eric S. Miller and Dianne Miller	Castor-Cottman S/C	2047 Cottman Ave.	Philadelphia	PA	(215) 722-4297
6401	Eric S. Miller	Riverview Plaza	1100 S. Columbus Boulevard	Philadelphia	PA	(215) 334-2022
2730	Parmeet Singh	Cheltenham Square Mall	2385 Cheltenham Ave.	Philadelphia	PA	215-572-9860

Center No.	Franchisee	Center Name	Address	City	State	Phone
1050	Amer H. Barakat	The Village of East Side	6401 Penn Avenue	Pittsburgh	PA	(412) 361-1920
8136	Amer H. Barakat	The Southside Works	2747 E. Carson Street	Pittsburgh	PA	(412) 431-1200
2195	Raymond C. Dunn and Derrick J. Dunn	West View Plaza Shopping Center	1023 West View Park Dr	Pittsburgh	PA	(412) 931-9998
5031	Darren K. Hartman and Patricia E. Hartman	Greentree Shopping Center	1900 Greentree Road	Pittsburgh	PA	(412) 388-1700
2340	Scott A. Hood	McIntyre Square	7900 McKnight Road	Pittsburgh	PA	(412) 369-5855
2727	Dane R. Morris	Brentwood Towne Square	507 Towne Way, #507	Pittsburgh	PA	(412) 884-1130
3226	James D. Sullivan and Annette E. Sullivan	McCandless Crossing	8876 Covenant Road	Pittsburgh	PA	(412) 366-0444
6111	Eric S. Miller and Dianne Miller	Richland Crossing	231 N. West End Boulevard	Quakertown	PA	(215) 529-0590
2728	Eric S. Miller and Dianne Miller	Berkshire Square	1173 Berkshire Boulevard	Reading	PA	(610) 655-9722
3899	Eric S. Miller	Royersford Center	70 Buckwalter Rd., Suite 404	Royersford	PA	(610) 792-3113
2079	Eric S. Miller	Center Point Place	824 West Street Road	Warminster	PA	(215) 674-1577
3731	Eric S. Miller and Dianne Miller	Valley Gate	231 Easton Road	Warrington	PA	(267) 483-5941
7314	Darryl V. Green	Strabane Square	323 Washington Road	Washington	PA	(724) 229-8411
89	Eric S. Miller and Dianne Miller	Upland Square Center	327 Upland Square Drive	West Pottsgrove	PA	(610) 323-2822

Center No.	Franchisee	Center Name	Address	City	State	Phone
3652	James R. Wilson	Cross Creek Plaza #6	330 Robert Smalls Parkway	Beaufort	SC	(843) 522-3330
1868	James R. Wilson, Antonia M. Wilson, Bobby Allen and Dwrena K. Allen	278 Commerical Center, Suite C-106	1011 Fording Island Road	Bluffton	SC	(843) 757-4414
8003	Sarah D. Coxwell and Cary D. Coxwell	Northpointe Commons	10050 Two Notch Road, Suite 6	Columbia	SC	(803) 788-2177
5462	Jonathan W. King and Patricia C. Crigler	Shoppes at Woodhill	6070 C Gardner's Ferry Road	Columbia	SC	(803) 695-7002
6343	Jonathan W. King, Patricia C. Crigler, and William H. Crigler	Walmart Supercenter	1320 Bush River Road	Columbia	SC	(803) 772-1112
2293	Guido Raso, Jr.	Columbiana Center	100 Columbiana Circle #1134	Columbia	SC	(803) 781-7684
5934	Sarah D. Coxwell and Cary D. Coxwell	Super Wal-Mart Center	2709 J Church Street	Conway	SC	(843) 365-2503
1766	Daniel A. McCollum and Bonnie M. McCollum	Easley Town Center	125 Rolling Hills Circle	Easley	SC	(864) 306-0065
8103	Todd P. Graham	Haywood Mall	700 Haywood Road	Greenville	SC	(864) 288-1429
8567	Todd P. Graham	North Hills S/C	2435 E. North Street, Suite 1115	Greenville	SC	(864) 268-7552
5655	Todd P. Graham	Woodruff Square Shopping Center	1618 Woodruff Road, Suite A	Greenville	SC	(864) 281-7844
379	Todd P. Graham	Cherry Dale Point	1512 Poinsetta Highway	Greenville	SC	(864) 242-2262
6594	Todd P. Graham	Verdae Village	101 Verdae Blvd., Suite 500	Greenville	SC	(864) 284-1010
7013	Bonnie M. McCollum	Powdersville Plaza	3508 Earle E. Morris Jr. Hwy	Greenville	SC	(864) 220-1066

Center No.	Franchisee	Center Name	Address	City	State	Phone
928	Mohammed A. Shami and Mohammad Farhan	Cross Creek Mall	420-12 Hwy 72 Bypass	Greenwood	SC	864-223-6562
6615	Todd P. Graham	Dill Creek Commons	1363 West Wade Hampton Blvd & Hwy 14	Greer	SC	(864) 877-6631
1747	Jonathan W. King, Patricia C. Crigler, and William H. Crigler	Shoppes at White Knoll	1788 South Lake Drive, Suite 160	Lexington	SC	(803) 359-7462
5093	Khadeejah Shami and Rabia B. Farhan	East Towne Center	5570-C Sunset Blvd	Lexington	SC	(803) 356-9644
1359	Guido Raso, Jr.	Prince of Orange Mall	2390 Chestnut NE, Suite D-3	Orangeburg	SC	(803) 536-6257
5092	Van E. Morris and Sherman McKinney, III	The Commons	725 Cherry Road	Rock Hill	SC	(803) 327-5355
1261	Todd P. Graham	Fairview Commons #2	335-C Harrison Bridge Road	Simpsonville	SC	(864) 967-2999
3435	Sarah D. Coxwell and Cary D. Coxwell	Surfside Plaza	2703 Beaver Run Blvd	Surfside Beach	SC	(843) 215-0196
5033	Jonathan W. King, Patricia C. Crigler, and William H. Crigler	Westside Plaza	2331 Augusta Road	West Columbia	SC	(803) 791-4888
5014	Christopher R. Little, Stephanie M. Little, Robby J. Vergil, Jeffrey J. Little and Lisa N. Little	Black Hills Center	36 Ease Stumer Road, Space #102	Rapid City	SD	(605) 343-1414
7575	David M. Hultgren, Casey L.S. Nickell, and Jacob J. Nair	Dawley Farms Village	1029 S. Highline Place	Sioux Falls	SD	(605) 338-3696
8048	Travis C. Hibbert, Kristen B. Hibbert, and Thomas A. Dyer	Hunter's Crossing	1076 Hunters Crossing Drive	Alcoa	TN	(865) 983-5141
1701	George S. Viar and Pamela M. Viar	Bartlett Town Center	6025 Stage Road, Suite 40	Bartlett	TN	(901) 382-8999

Center No.	Franchisee	Center Name	Address	City	State	Phone
2268	Thomas H. Goewey and Alice T. Goewey	Bradley Square Mall	200 Paul Huff Parkway, Suite 28	Cleveland	TN	(423) 472-2746
3597	Franklin K. Carmical	Market on Poplar	890 West Poplar	Collierville	TN	(901) 854-9505
6801	George S. Viar and Pamela M. Viar	The Commons @ Dexter Lake	1605 Germantown Parkway #104	Cordova	TN	(901) 737-3100
6672	Joy Aniello	54 the Crossings	US Hwy 127	Crossville	TN	(931) 707-9828
2741	Carroll Shanks and Karen A. Shanks	Thoroughbred Shopping Center	545 Cool Springs Blvd., Suite 130	Franklin	TN	(615) 771-6080
6673	Rex A. McKinney and Barbara A. McKinney	The Shops of Village Green	150 Belvedere Road	Gallatin	TN	(615) 230-9006
8668	James Taggart and Earnye Taggart	Village Shoppes of Forest Hills	9155 US Highway 72	Germantown	TN	901-755-4745
2169	Rex A. McKinney and Barbara A. McKinney	Gallery at Indian Lake	206-A North Anderson Lane, Suite 300	Hendersonville	TN	(615) 348-0140
8835	Vernon Wright, Lynn Wright, Stephen Combs, Renee Combs, and Connie Williams	The Pointe	308 Main Street	Jacksboro	TN	(423) 566-0967
7615	Travis C. Hibbert, Kristen B. Hibbert and Thomas A. Dyer	Landing @ Cedar Bluff	9273 Kingston Pike	Knoxville	TN	(865) 560-1545
2515	Connie N. Williams	Northwest Crossing	6729 Clinton Highway	Knoxville	TN	(865) 947-3774
5879	Robert W. Slaney, Jeffrey L. Slaney, Betsy F. Slaney, and Kelly D. Slaney	Westview Plaza	1416 West Main St.	Lebanon	TN	(615) 444-9996
6260	Franklin K. Carmical	Park Place Centre	1235 Ridgeway Road	Memphis	TN	(901) 682-4621

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7033	George S. Viar and Pamela M. Viar	Poplar Plaza	3452 Poplar Avenue	Memphis	TN	(901) 324-7700
6570	Rex A. McKinney and Barbara A. McKinney	Providence Marketplace	401 S. Mt Juliet Rd Ste 330	Mt. Juliet	TN	(615) 758-5199
962	Rex A. McKinney and Barbara A. McKinney	Nashville West	6716 Charlotte Pike, Suite 106	Nashville	TN	(615) 732-0111
5049	Carroll Shanks and Karen A. Shanks	Paddock Place Shopping Center	73 White Bridge Road	Nashville	TN	(615) 352-6197
1810	Douglas W. Shanks, David C. Shanks, and Diana W. Shanks	Park Place Shopping Center	2817 West End Avenue	Nashville	TN	(615) 320-0107
5945	Carroll Shanks and Karen A. Shanks	Crossgate Village	2369 Murfreesboro Road	Nashville	TN	(615) 367-0444
6432	Ted D. Calton	Governor's Square Crossing Outlet Center	218 Collier Drive	Sevierville	TN	(865) 908-2822
1671	Leland Honey and Linda Honey	Colonial Town Park	801 Industrial Boulevard	Smyrna	TN	(615) 355-8502
6103	Rex A. McKinney and Barbara A. McKinney	Crossing of Spring Hill	1012B Crossing Blvd.	Spring Hill	TN	(931) 486-1449
3865	Ronnie J. Anderson and Merry C. Anderson	Commerce Central S/C	2111 N. Jackson Street, Suite 108	Tullahoma	TN	(931) 455-2575
3864	Ronnie J. Anderson and Merry C. Anderson	Merchant Central S/C	2637 Dechard Blvd	Winchester	TN	(931) 962-4462
3750	Patricio Cadena and Jenna Cadena	Alice Shopping Center	1900 NW Atkinson Blvd.	Alice	TX	(361) 668-8222
3162	Fernando J. Carvallo and Maria Lofton	Village at Allen	170 East Stacey Road	Allen	TX	(972) 678-3036
3962	Muhammad Wazir and Noshaba Wazir	Albertson's Center	315 Central Expressway South	Allen	TX	(972) 396-5550

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6544	Behnood Farzad and Behzad Farzad	Arlington Highlands	4001 Arlington Highlands Blvd. #157	Arlington	TX	(817) 472-9705
1254	Harold R. Brawner and Ann L. Wenglein-Brawner	Southpark Meadows	9300 S IH 35, Suite C-300	Austin	TX	(512) 292-9404
6462	David E. Brawner	Sunset Valley Village	5601 Brodie Lane, Suite 920	Austin	TX	(512) 892-0938
6602	Harold R. Brawner and Ann L. Wenglein-Brawner	Gateway Plaza Shopping Center	10001 Research Blvd., #180	Austin	TX	(512) 241-0344
8661	Peter G. Buccieri	Muller Regional Retail	1200 Barbara Jordan Blvd., Suite 360	Austin	TX	(512) 474-2949
5037	Mubarik A. Kahlon	Baytown Central Shopping Center	4506 Garth Road, Suite I	Baytown	TX	(281) 427-8450
9324	Mubarik A. Kahlon	San Jacinto Mall	1736 San Jacinto Mall	Baytown	TX	(281) 421-2719
5525	John M. Collins and Robyne R. Simpson-Collins	Harwood Central Village	2101 Harwood Road, Suite 125	Bedford	TX	(817) 283-0985
5697	Amir Morshed, Haleh Morshed, and Armin Morshed	Cimarron Plaza	1424 Airport Freeway, Suite E	Bedford	TX	(817) 267-8308
1693	Harold R. Brawner and Ann L. Wenglein-Brawner	HEB	12400 St Hwy 71	Bee's Cave	TX	(512) 263-7248
3908	Harold R. Brawner and Ann L. Wenglein-Brawner	707 Plaza	4237 North Expressway 77, Suite 7	Brownsville	TX	(956) 621-0752
5510	Mubarik A. Kahlon	Bryan Freedom Center	3203 Freedom Blvd., Suite 300	Bryan	TX	(979) 774-9699
5793	Abbas Saeidi Tanha and Mahdyeh Balalina	1890 Ranch Shopping Center	1335 E. Whitestone Blvd.	Cedar Park	TX	(512) 528-1746

Center No.	Franchisee	Center Name	Address	City	State	Phone
7559	Firooz A. Poshtkoochi	Oakwood Shopping Center	16913 El Camino Real	Clear Lake	TX	(281) 990-8744
1460	Mubarik A. Kahlon	Tower Point Shopping Center	943 William D Fitch Parkway, Suite 701	College Station	TX	(979) 690-7286
3171	Mubarik A. Kahlon	Rock Prairie Crossing Shopping Center	3525 Longmire Drive, Suite J	College Station	TX	(979) 693-2525
3170	Mubarik A. Kahlon	Post Oak Mall	1500 Harvey Station, Suite #3016	College Station	TX	(979) 696-6159
1011	Wilson Ray Prudhomme, Jr.	Towne Center South Shopping Center	507 I-45, Space C	Conroe	TX	(936) 427-1861
9705	Wilson Ray Prudhomme, Jr.	Cypress Mill Plaza S/C	26084 US Hwy 290 North	Cypress	TX	(281) 256-9080
2839	Behnood Farzad, and Behzad Farzad	Timber Creek Crossing	6243 Retail Road	Dallas	TX	(214) 368-4600
1306	Behnood Farzad, and Behzad Farzad	Prestonwood Town Center	5225 Belt Line Road #210	Dallas	TX	(972) 661-9700
1815	Behnood Farzad and Behzad Farzad	Frankford Crossing	4701 Frankford Road, Suite 209	Dallas	TX	(972) 733-3261
6517	Guillermo Perales, Luis F. Ibarguengoytia, and Maria L. Gathings	Dallas Fort Worth Airport, Terminal A	3200 East Airfield Drive	Dallas	TX	(972) 973-7356
1665	Timothy E. Bannecker, Mary Alice Bannecker, Timothy E. Bannecker, Jr., Scott M. Bannecker, and Matthew P. Bannecker	Rayzor Ranch	2520 W University Drive, #1166	Denton	TX	(940) 323-8333
1726	Sobhan Davary and Maryam Davari	League City Towne Center	3010 Gulf Freeway South, Suite J	Dickinson	TX	(281) 337-4462
9140	Amir Morshed, Haleh Morshed, and Armin Morshed	Highlands of Flower Mound	6101 Long Prairie Road	Flower Mound	TX	(972) 355-8474

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2614	Patricia Stone	Flower Mound Town Center	2701 Cross Timbers Rd, Ste 286	Flower Mound	TX	(972) 539-9665
2838	Behnood Farzad, and Behzad Farzad	Heritage Marketplace at Alliance Town Center	9530 Feather Grass Lane, Suite 170	Fort Worth	TX	(817) 750-0777
7474	Behnood Farzad and Behzad Farzad	The Shoppes at Camp Bowie	6370 Camp Bowie Blvd., Suite 132	Fort Worth	TX	(817) 615-9204
1361	Behnood Farzad and Behzad Farzad	Trinity Commons	3000 S Hulen St #125	Fort Worth	TX	(817) 731-0550
6942	Behnood Farzad and Behzad Farzad	The Shops at Timberland Crossing	12584 N Beach Street	Fort Worth	TX	(817) 337-1116
5914	Michael G. Snow and Linda S. Snow	Eastchase Market	1550 Eastchase Park, Suite 1000	Fort Worth	TX	(817) 861-1199
5808	Timothy E. Bannecker, Sr., Mary Alice Bannecker, Timothy E. Bannecker, Jr., Scott M. Bannecker, and Matthew P. Bannecker	Hickory Center at Preston	8745 Gary Burns Drive, Suite 150	Frisco	TX	(214) 705-9400
1869	Timothy E. Bannecker, Mary Alice Bannecker, Timothy E. Bannecker, Jr., Scott M. Bannecker, and Matthew P. Bannecker	Parkway Town Crossing	5105 Eldorado Parkway	Frisco	TX	(972) 335-3400
5386	Timothy E. Bannecker, Sr., Mary Alice Bannecker, Timothy E. Bannecker, Jr, Scott M. Bannecker, and Matthew P. Bannecker	Custer Star	15962 El Dorado Parkway, Suite 100	Frisco	TX	(469) 952-3333
9514	Sobhan Davary and Maryam Davari	Galvez Shopping Center	6228 Broadway Street	Galveston	TX	(409) 740-4010

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6310	Kanwal J. Dhillon and Sunita Dhillon	Shiloh Springs	6850 North Shiloh Road, Suite Q	Garland	TX	(972) 414-8113
7644	Daniel Alemayehu and Tsion Elias	New Forest Crossing	5805 E. Sam Houston Pkwy, Suite G	Houston	TX	(281) 459-1580
9192	Sikandar Choudhary and Tahira Choudhary	Mission Bend	6822 Hwy 6 South	Houston	TX	(281) 568-5487
6296	Sikandar Choudhary and Tahira Choudhary	11850 Bissonnet Street	11850 Bissonnet, Suite A	Houston	TX	(281) 933-1900
6265	Munawar A. Choudry	Parkway Village	1510 Eldridge Parkway	Houston	TX	(281) 597-9605
200	George M. Foteh	Village Plaza @ Bunker Hill	9778 Katy Freeway, Suite 550	Houston	TX	(713) 468-4188
2180	George M. Foteh	Woodlake Square Shopping Center	9650 Westheimer Road, Suite 400	Houston	TX	(713) 784-8484
3611	George M. Foteh	Northchase Shopping Center	4445 FM 1960 W. Street	Houston	TX	(281) 537-5210
6937	George M. Foteh	Oak Forest Center	1354 A West 43rd	Houston	TX	(713) 812-9988
2909	George M. Foteh	Vintage Park	126 Vintage Park Blvd., Suite E	Houston	TX	(281) 251-8404
7341	George M. Foteh	Albertson's Shopping Center	12412 SM 1960 West	Houston	TX	(832) 237-5204
8760	George M. Foteh	Royal Oaks Plaza	11805 Westheimer Rd, Suite 310	Houston	TX	(281) 921-4462
2377	George M. Foteh	Washington Heights	103 Yale Street, Suite 400	Houston	TX	(713) 861-6110
9160	Mubarik A. Kahlon	Randall's Cypress Station	96 FM & 1960 W	Houston	TX	(281) 440-3896

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8278	Mubarik A. Kahlon	Northline Commons	4400 North Freeway, Suite F250	Houston	TX	(713) 692-1863
6090	Mubarik A. Kahlon	Kroger Center-Woodforest	12620 Woodforest Blvd. Ste #180	Houston	TX	(713) 455-1141
139	Mubarik A. Kahlon and Shams Hadi	Northwest Crossing	5770 Hollister Street, Bldg. F, Ste. E, Sp.162	Houston	TX	(713) 462-8628
6286	Vinodchandra Patel and Vandanaben Patel	Spring Shadow Shopping Center	2755 Gessner Drive, Suite 11-E	Houston	TX	(713) 690-9300
1274	Firooz A. Poshtkoohi	Fondrenwood S/C	9760 Fondren Road	Houston	TX	(713) 270-5115
6480	Firooz A. Poshtkoohi	Meyerland Shopping Center	370 Meyerland Plaza	Houston	TX	(713) 349-8800
7650	Firooz A. Poshtkoohi	Gulfgate Shopping Center	2903 Woodridge Drive Suite 192	Houston	TX	(713) 242-0553
1814	Firooz A. Poshtkoohi	Shops at Houston Center	1200 McKinney #421	Houston	TX	(713) 651-1408
7165	Wilson Ray Prudhomme, Jr.	Meyer Park	9941 South Post Oak Rd., Meyer Park	Houston	TX	(713) 728-8088
7169	Wilson Ray Prudhomme, Jr.	Weslayan Plaza	5514 Weslayan Plaza	Houston	TX	(713) 660-7575
7054	Wilson Ray Prudhomme, Jr.	Plaza in the Park	5168 Buffalo Speedway	Houston	TX	(713) 664-6125
1724	Mubarik A. Kahlon	Park Lakes Landing	4801 Wilson Road, Space 900	Humble	TX	(281) 441-1820
2175	Mubarik A. Kahlon	Deerbrook Mall	20131 Highway 59	Humble	TX	(281) 446-4410
727	Firooz A. Poshtkoohi	Kingswood Glen Shopping Center	7551 FM 1960 East	Humble	TX	(281) 852-7099

Center No.	Franchisee	Center Name	Address	City	State	Phone
2273	Firooz A. Poshtkoohi	Atascocita Shopping Center	3824 Atascocita Road, Space 126	Humble	TX	(281) 812-1379
3362	Patricia Stone	MacArthur Crossing	7750 N. MacArthur Blvd, Suite #190	Irving	TX	(972) 402-8777
411	Patricia Stone	Los Colinas Plaza	4020 N. MacArthur Blvd.	Irving	TX	(972) 650-0828
3172	Sikandar Choudhary and Tahira Choudhary	Greentree Retail Center	515-K South Fry Road	Katy	TX	(281) 829-6305
2417	Firooz A. Poshtkoohi	Mason Park Shopping Center	571 Mason Road	Katy	TX	(281) 579-2683
6606	Kanwal J. Dhillon and Sunita Dhillon	Keller Towne Center	940 Keller Parkway Suite #160	Keller	TX	(817) 337-4620
7127	Mubarik A. Kahlon	Kingwood Commons	500 Kingwood Drive	Kingwood	TX	(281) 359-2767
2491	Mubarik A. Kahlon and Shams Hadi	Randall's King Crossing	4580 Kingwood Drive #E	Kingwood	TX	(281) 361-6686
3916	Mubarik A. Kahlon	Village at North Park	25639 U.S. Highway 59 North, Suite 103	Kingwood	TX	(281) 354-2159
2082	Patricio Cadena and Jenna Cadena	Kyle Crossing	5132 Kyle Center Dr., #105	Kyle	TX	(512) 268-0404
5012	Jafar Tafarroji and Mitra T. Tafarroji	Kroger Fairmont Shopping Center	1418 West Fairmont Parkway	La Porte	TX	(281) 867-0770
6146	Patricio Cadena and Jenna Cadena	Plantation Square	7815 McPherson, #1K	Laredo	TX	(956) 722-2633
1123	Patricio Cadena and Jenna Cadena	Marketplace at Bob Bullock	4311 Clark Boulevard	Laredo	TX	(956) 725-1255
1484	Patricio Cadena and Jenna Cadena	Panda Laredo Shopping Center	2603 NE Bob Bullock Loop #120	Laredo	TX	(956) 796-0601

Center No.	Franchisee	Center Name	Address	City	State	Phone
6444	Sobhan Davary and Maryam Davari	Randall's South Shore Plaza	2951 Marina Bay Drive	League City	TX	(281) 334-3513
961	Brian Taake	Longview Town Center	3080 N Eastmand Road, #113	Longview	TX	(903) 663-1410
9127	Brian Taake	Lufkin Mall	4600 S Medford Dr Ste 1250	Lufkin	TX	(936) 639-4992
9424	Michael G. Snow and Linda S. Snow	Mansfield Towne Crossing	1811 US Hwy 287 N., Suite 126	Mansfield	TX	(817) 453-2300
6081	Harold R. Brawner and Ann L. Wenglein-Brawner	Market at Nolana	2708 Nolana Loop, Suite #220	McAllen	TX	(956) 618-1117
5827	Harold R. Brawner and Ann L. Wenglein-Brawner	Ridge View Centre	1424 E Ridge Road, Space 5	McAllen	TX	(956) 627-6602
8156	Timothy E. Bannecker, Sr., Mary Alice Bannecker, Timothy E. Bannecker, Jr., Scott M. Bannecker, and Matthew P. Bannecker	380 Towne Crossing	2050 West University Drive	McKinney	TX	(469) 952-3460
2343	Muhammad Wazir and Noshaba Wazir	McKinney Town Center	8930 State Hwy 121, Space #500	McKinney	TX	(972) 649-6600
5487	Muhammad Wazir and Noshaba Wazir	Lake Forest Crossing	5101 McKinney Ranch Parkway	McKinney	TX	(214) 726-9700
3669	Munawar A. Choudry	Colony Plaza	4741 Highway 6 South	Missouri City	TX	(281) 208-3489
643	Jonathan M. Loveless	Missouri City Shopping Center	5842 Highway 6	Missouri City	TX	(281) 403-0404
9612	Karathozhuvu V. Baskaran and Rowenia Baskaran	Greater Richland Shopping Center	7227 Grapevine Highway	N. Richland Hills	TX	(817) 514-7500
3319	Patricio Cadena and Jenna Cedena	New Braunfels Town Center	2830 Town Center Drive	New Branfels	TX	(830) 643-1231

Center No.	Franchisee	Center Name	Address	City	State	Phone
6734	Amir Morshed, Haleh Morshed, and Armin Morshed	North Tarrant Marketplace	9160 North Tarrant Parkway, # 120	North Richland Hills	TX	(817) 770-4886
6603	Mubarik A. Kahlon	Fairmont Shopping Center	5830 Fairmont Parkway	Pasadena	TX	(281) 478-2368
2462	Jafar Tafarroji and Mitra T. Tafarroji	Crossroads Shopping Center	6785 Spencer Highway	Pasadena	TX	(281) 991-9193
6287	Jafar Tafarroji and Mitra T. Tafarroji	Spencer Square	3540 Spencer Highway	Pasadena	TX	(713) 946-8080
6123	George M. Foteh	Pearland Plaza	7117 Broadway	Pearland	TX	(281) 412-9484
7122	George M. Foteh	Pearland Town Center	11200 Broadway	Pearland	TX	(713) 340-1040
5843	Pradeep D. Samudra, Veena P. Samudra, and Shashwat P. Samudra	Lakeside Market	5809 Preston Road, Suite 585	Plano	TX	(972) 378-4888
6853	Patricio Cadena and Jenna Cadena	Gorman Plaza	2048 W Oaklawn, Suite 210	Pleasanton	TX	(830) 569-8252
6903	Ahmed S. Siddiqui and Ambreen Ashfaqe	Lennox Center	2160 N. Coit Road #136	Richardson	TX	(972) 437-2288
8422	Wilson Ray Prudhomme, Jr.	The Shoppes of Bella Terra	22720 Bellaire Blvd., Suite 400	Richmond	TX	(832) 595-6186
6879	Ahmed S. Siddiqui and Ambreen Ashfaqe	Steiger Towne Center	890 Steiger Towne Crossing	Rockwall	TX	(972) 772-0020
7112	Jonathan M. Loveless	Brazos Town Center	24200 Southwest Freeway	Rosenberg	TX	(281) 239-7887
6896	Ahmed S. Siddiqui and Ambreen Ashfaqe	Lakeview Square	6501 Dalrock Road, Suite 104	Rowlett	TX	(972) 412-5088
400	Behnood Farzad and Behzad Farzad	Cross Pointe Center	1453 North Saginaw Blvd.	Saginaw	TX	(817) 232-8250

Center No.	Franchisee	Center Name	Address	City	State	Phone
23	Harold R. Brawner and Ann L. Wenglein-Brawner	San Pedro Square	724 East Bitters Road	San Antonio	TX	(210) 404-1100
6077	Harold R. Brawner and Ann L. Wenglein-Brawner	Potranco Village	430 W. Loop 1604 North, #105	San Antonio	TX	(210) 468-2623
1499	Harold R. Brawner and Ann L. Wenglein-Brawner	Quarry Village	260 E. Basse Road, Building #1, Space 105	San Antonio	TX	(210) 832-9211
1881	Harold R. Brawner and Ann L. Wenglein-Brawner	Stone Ridge Shopping Center	21019 US Hwy 218, Suite 816	San Antonio	TX	(210) 491-0707
3602	Harold R. Brawner and Ann L. Wenglein-Brawner	Northwoods Center	18160 US Hwy. 281 N., Suite 218	San Antonio	TX	(210) 496-6360
9766	Harold R. Brawner and Ann L. Wenglein-Brawner	Culebra Market	10670 Culebra Road	San Antonio	TX	(210) 520-0998
7962	Harold R. Brawner, Ann L. Wenglein-Brawner, and Mary R. Lacy	HEB Shopping Center	11600 Bandara Road	San Antonio	TX	(210) 684-5922
6519	Harold R. Brawner, Ann L. Wenglein-Brawner, and Mary R. Lacy	Huebner Oaks Shopping Center	11075 IH-10 West, Suite 307	San Antonio	TX	(210) 690-2162
112	Harold R. Brawner and Ann L. Wenglein-Brawner	Village at Blanco	1160 N 1604 W #106	San Antonio	TX	(210) 404-1100
136	Harold R. Brawner and Ann L. Wenglein-Brawner	The Rim	6028 Worth Parkway, #104	San Antonio	TX	(210) 696-6368
6793	Mehdi and Fatima Dhukka	The Market @ Boerne Stage	24165 IH-10 West, Suite 121	San Antonio	TX	(210) 698-6359
2831	Robert J. Jones and Kristen A. Jones	Terrell Plaza	1235 Austin Highway, #104	San Antonio	TX	(210) 824-0193
6522	Patricio Cadena and Jenna Cadena	Seguin Corners Shopping Center	582 Hwy, 123	Seguin	TX	(830) 379-9499

Center No.	Franchisee	Center Name	Address	City	State	Phone
2035	Mubarik A. Kahlon	Portofino Shopping Center	19075 I-45, Space 111 E	Shenandoah	TX	(935) 321-4012
7490	George M. Foteh	Kleinwood Center	7312 Louetta Road, Suite A118	Spring	TX	(281) 320-2971
1403	Mubarik A. Kahlon	Klein Crossing Shopping Center	6088 FM 2920 Road	Spring	TX	(281) 251-8849
7844	Sikandar Choudhary and Tahira Choudhary	The Fountains on the Lake	12698 Fountain Lake Circle	Stafford	TX	(281) 494-3900
7961	Sikandar Choudhary and Tahira Choudhary	Woodbridge Shopping Center	11557 South Highway 6	Sugar Land	TX	(281) 240-9197
5896	Jonathan M. Loveless	Randalls @ New Territory	5810 New Territory Blvd.	Sugar Land	TX	(281) 565-0404
7725	Wilson Ray Prudhomme, Jr.	First Colony	16535 Southwest Freeway	Sugar Land	TX	(281) 494-2100
7410	Firooz A. Poshtkoohi	Texas City Bay S/C	3563 A/B Palmer Highway	Texas City	TX	(409) 965-9004
9235	Wilson Ray Prudhomme, Jr.	Tomball Town Center	14320 FM 2920	Tomball	TX	(281) 516-7717
6951	Patricio Cadena and Jenna Cadena	Brazos Place Center	4306 West Waco Drive	Waco	TX	(254) 772-9530
7503	Patricio Cadena and Jenna Cadena	Bell Mead Square S/C	1517 Interstate 35 North - Suite 120	Waco	TX	(254) 799-5334
3296	Kanwal J. Dhillon	Woodbridge Crossing Shopping Center	3460 W FM 544	Wylie	TX	(972) 429-5300
7213	Robert F. Stokes and Sharlene D. Stokes	Brigham	24 West 100 South	Brigham City	UT	(435) 723-6222
1730	Robert F. Stokes and Sharlene D. Stokes	Logan Gateway Center	981 South Main Street, Space #270	Logan	UT	(435) 753-7674

Center No.	Franchisee	Center Name	Address	City	State	Phone
2501	Robert F. Stokes and Sharlene D. Stokes	Store Front	1395 North 200 East	Logan	UT	(435) 752-5320
5152	Shawn C. Jensen	Cross Pointe Shopping Center	5741 Harrison Blvd.	Ogden	UT	(801) 479-4142
5811	John H. Pierce and Lindsey N. Pierce	Crossroads Shopping Center	1302 North Redwood Road	Saratoga Springs	UT	(801) 331-8271
2690	Jaisakthi Balasundaran and Vallaban Sabapathy	Plaza @ Landmark	6244 Little River Turnpike	Alexandria	VA	(703) 354-8704
7404	Joseph P. Vagaggini	Hilltop Shopping Center	6455 Beulah Road	Alexandria	VA	(703) 372-2294
1670	Christopher B. McCoy	Chesapeake Square	4200 Portsmouth Blvd. #744	Chesapeake	VA	(757) 465-2740
6650	Christopher B. McCoy	Iron Bridge Plaza	11994 Ironbridge Plaza	Chester	VA	(804) 717-9046
7838	Joseph P. Vagaggini	Hancock Village Shopping Center	7316 Hancock Village Drive	Chesterfield	VA	(804) 639-2200
8659	Joseph P. Vagaggini	New River Valley Mall	782 New River Road	Christiansburg	VA	(540) 382-0628
8074	Joseph P. Vagaggini	Cheshire Station Shopping Center	4143 Minnieville Road	Dale City	VA	(703) 590-9840
2558	Joseph P. Vagaggini	Shops at Stonewall	8049 Stonewall Shops Square, #305	Gainesville	VA	(703) 754-2808
6616	Christopher B. McCoy	Short Pump Village	11426 West Broad Street	Glen Allen	VA	(804) 364-4879
7214	Sang Il Pak	Davis Ford Crossing	9964 Liberia Avenue	Manassas	VA	(703) 368-1656
1297	Joseph P. Vagaggini	Bull Run Plaza	10778 Sudley Manor Drive	Manassas	VA	(703) 331-5559

Center No.	Franchisee	Center Name	Address	City	State	Phone
7393	Do In Choi and Eun Sook Sul	McLean Shopping Center	6831 Redmond Drive	McLean	VA	(703) 734-6133
3823	Christopher B. McCoy	Hanover Square	7354 Bell Creek Road South	Mechanicsville	VA	(804) 730-8517
7899	Matthew T. Schettig, Thomas R. Schettig and Anne D. Schettig	Westchester Commons	15607 WC Commons Way	Midlothian	VA	(804) 378-6730
8622	Christopher B. McCoy	K&K Square Shopping Center	7550 Granby Street	Norfolk	VA	(757) 588-4187
3447	Jaisakthi Balasundaran and Vallaban Sabapathy	North Point Village	1456 North Point Village Center	Reston	VA	(703) 707-8641
9480	Christopher B. McCoy	Chesterfield Plaza	12288 Chattanooga Way	Richmond	VA	(804) 763-6353
8091	Joseph P. Vagaggini	Towers Shopping Center	610 Brandon Ave.	Roanoke	VA	(540) 342-4500
6441	Joseph P. Vagaggini	Springfield Plaza	6408 Springfield Plaza, Space #7	Springfield	VA	(703) 992-9160
1336	Christopher B. McCoy	Harbor View East	6253 College Drive	Suffolk	VA	(757) 638-1234
220	Christopher B. McCoy	Hilltop North S/C	720 Hilltop North	Virginia Beach	VA	(757) 437-8431
6770	Christopher B. McCoy	Parkway Marketplace	5020 Ferrell Parkway	Virginia Beach	VA	(757) 467-7592
9448	Christopher B. McCoy	Landstown Commons	3380 Princess Anne Road, Suite 105	Virginia Beach	VA	(757) 468-1330
5024	Christopher B. McCoy	Salem Crossing	2029 Lynnhaven Parkway	Virginia Beach	VA	(757) 471-7882
6299	Joseph P. Vagaggini	Haygood Shopping Center	1087 Independence Blvd.	Virginia Beach	VA	(757) 648-8607

Center No.	Franchisee	Center Name	Address	City	State	Phone
6153	William Reed Atkins, Jr. and Nancy Taylor Atkins	Monticello Marketplace	4680-18 B Monticello Avenue	Williamsburg	VA	(757) 565-5100
1878	Ivan E. Ribic and Erin M. Ribic	Crosspointe Plaza	10414 W Highway 2, Suite #7	Airway Heights	WA	(509) 321-7396
3480	Shanta R. Iyer and Nathan M. Iyer	Factoria Mall	3921 Factoria Mall Blvd SE	Bellevue	WA	(425) 401-9066
6470	David Lee and Tanisha Chau	Crossroads Shopping Center	15600 NE 8th Street	Bellevue	WA	(425) 747-4394
8958	John W. Kerner and Tania M. Kerner	Twin City Town Center	1535 NW Louisiana Ave #111	Chehalis	WA	(360) 748-6160
2591	Joshua R. Syria	Wenatchee Valley Mall	511 Valley Mall Parkway, B11	E. Wenatchee	WA	(509) 884-3911
2600	Jose N. de la Cruz and Robert D. Small	Olympic Village	5500 Olympic Drive NW, A-108	Gig Harbor	WA	(253) 851-1060
2714	Tim Y. Tian and Jie Gao	Grand Ridge Plaza	1567 Highland Drive NE	Issaquah	WA	(425) 427-0586
6539	Inbeum Kim and Sunhee Kim	Totem Lake West	11420 NE 124th Street, Suite B	Kirkland	WA	(425) 825-8552
5685	William J. Scharnhorst	Wheatland Shopping Center	1656 S. Grand Avenue	Pullman	WA	(509) 332-0301
6468	David In Bok Lee and Tanisha Chau	The Landing	955 Park Avenue North	Renton	WA	(425) 970-4577
6137	David Lee and Tanisha Chau	Ava Ballard	1400 NW Market Street, Suite 106	Seattle	WA	(206) 782-2889
6990	Ivan E. Ribic and Erin M. Ribic	Crescent Building	707 West Main Avenue, Suite A4	Spokane	WA	(509) 703-7324
5164	Ivan E. Ribic and Erin M. Ribic	Plaza Blvd.	2525 E 29th Street, Space 7	Spokane	WA	

Center No.	Franchisee	Center Name	Address	City	State	Phone
6439	Ivan E. Ribic and Erin M. Ribic	5 Mile Plaza	1802 West Francis Avenune	Spokane	WA	(509) 315-8942
3663	Ivan E. Ribic and Erin M. Ribic	Banner Center	509 N. Sullivan Road, Suite C	Spokane Valley	WA	(509) 919-3784
5884	Kenneth C. Cole and Shannon Coppola Cole	Woodinville Retail Project	13620 NE 175th Street, #106	Woodinville	WA	(425) 482-9323
6791	Donald K. Patzfahl	Bluemound Shopping Center	19555 Bluemound Road	Brookfield	WI	(262) 432-1100
8011	Christopher J. DuBois, Shelly L. DuBois, and Jason P. Bachman	Hudson Marketplace	2115 Coulee Road	Hudson	WI	(715) 386-7726
3834	Alpesh Jayswal and Avni Jayswal	The Walnut Grove	4010 University Avenue, Space 2C	Madison	WI	(608) 233-7705
6993	Matthew N. Davis and Sarah D. Coxwell	Dudley Farms Plaza	110 RHL Blvd.	Charleston	WV	(304) 746-0792
6866	Sarah D. Coxwell and Cary D. Coxwell	Nitro Marketplace	250 Nitro Marketplace	Cross Lanes	WV	(304) 776-5125
9163	Matthew D. West and Michelle A. West	Martin Plaza	2826 Pike Street	Parkersburg	WV	(304) 489-3966
703	Matthew D. West, Michelle A. West, and Kelly L. Coulson	Grand Central Mall	202 Grand Central Mall	Parkersburg	WV	(304) 428-7342

The following table contains the name of every franchisee whose outlet was not yet open as of the end of our most recently completed fiscal year. It also includes the city and state where each franchise will be located and the business telephone number and email address (if available) of each franchisee.

Franchisee	Center Name	City	ST	Phone	Email Address
Bill Hicks	Eastchase Shopping Center	Montgomery	AL	(334) 264-4616	
Maria Mojica and Salvador Mojica	Sierra Del Oro T/C	Corona	CA	(909) 948-9779	mojica2004@msn.com
Maria Mojica and Salvador Mojica	Promenade at Downey	Downey	CA	(909) 948-9779	mojica2004@msn.com
Jon Allyn Simmons	Mandarin Corners	Jacksonville	FL	(904) 519-8623	jaxjag2@aol.com
Leonard J. Fassler and Annette Fassler	Shops at Midtown Mall	Miami	FL	(305) 576-6377	lafassler@aol.com
Alan C. Castellon, Sr. and Tamara Castellon	Shoppes @ Quail Roost	Miami	FL	(786) 713-5462	alancastellon2@gmail.com
Blanche Green	Bartow Marketplace	Cartersville	GA	(770) 336-9180	bgreen2286@gmail.com
Shams U. Rehman	Grand Pier Center	Chicago	IL	(630) 893-3010	shamsur63@hotmail.com
Amy Tang and Shetwai Seto	Clawson S/C	Clawson	MI	(810) 268-6936	
Shakil Kazi and Maureen Manfro	13 Main Street	Yonkers	NY	(917) 213-6773	shakilkazi2004@yahoo.com
Eric and Dianne Miller	Village at Valley Forge	King of Prussia	PA	(215) 628-0110	vitamanagement@yahoo.com
Todd P. Graham	Plaza on Pelham	Greenville	SC	(864) 329-8166	graham0694@charter.net
Tim Bannecker and Mary Bannecker	Village at Cross Roads	Cross Roads	TX	(469) 384-8300	tbank2@sbcglobal.net
Behnood Farzad and Behzad Farzad	Village at Bachman Lake	Dallas	TX	(817) 718-0849	efbt23@aol.com

Franchisee	Center Name	City	ST	Phone	Email Address
Mubarik A. Kahlon	Valley Ranch Town Center	Houston	TX	(281) 701-5512	baco@actionragsusa.com
Rick Brawner and Ann Brawner	Bulverde Marketplace	San Antonio	TX	(830) 980-9690	hrbalwb87@aol.com
Rick Brawner and Ann Brawner	City Base Landing	San Antonio	TX	(830) 980-9690	hrbalwb87@aol.com

EXHIBIT O-2

List of Former Franchisees

The following table contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year. The table includes franchisees who transferred beneficial ownership of their franchises to third parties (separately under the heading “Transfers”). We do not have any franchisees who have not communicated with us within 10 weeks of the date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

Franchisee	Center Number	City	State	Phone
Randall J. Spencer and Linda L. Spencer	6276	Soldotna	AK	(907) 262-9581
William H. Hicks	7181	Montgomery	AL	(334) 264-4616
Timothy J. McMahon and Sarah L. McMahon	9110	Oro Valley	AZ	(520) 299-9918
Cory R. Omdahl	2840	Scottsdale	AZ	(602) 290-4515
David L. Gutierrez and Edwardo P. Gutierrez	2189	Brawley	CA	(760) 357-9591
Benjamin A. Kindreich	9483	Carlsbad	CA	(949) 716-9687
Susan Reynolds-Means	2494	Clovis	CA	(559) 299-6820
Muhammad Shahid	1023	Costa Mesa	CA	(714) 539-2650
Trent E. Fields and Molly C. Fields	9290	Escondido	CA	(619) 507-8372
Harbhajan S. Multani	7809	Fresno	CA	(718) 301-9174
Maria Mojica and Salvador Mojica	2595	Orange	CA	(909) 948-9779

Franchisee	Center Number	City	State	Phone
Baljeet Singh and Pooja K. Singh	1898	Victorville	CA	(909) 945-2229
Adarsh Kohli	3404	Glendale	CO	(303) 824-3893
Brian S. Russell	5718	Bradenton	FL	(941) 708-0785
Katherine V. Russell, and Brian S. Russell	1660	Bradenton	FL	(941) 356-9629
Katherine V. Russell, and Brian S. Russell	7379	Bradenton	FL	(941) 356-9629
Dana C. Eberts	7386	Delray Beach	FL	(561) 715-3257
Todd A. Davis and Christopher B. Davis	6502	Ruskin	FL	(813) 839-2215
Brian S. Russell	6656	Sarasota	FL	(941) 708-0785
Katherine V. Russell, and Brian S. Russell	2350	Sarasota	FL	(941) 356-9629
Mark Caruso	6374	Sarasota	FL	(941) 685-7559
Fadi F. Alame and Jamal M. Fasih	3655	Kennesaw	GA	(770) 478-8388
David B.Christian and Leda J. Christian	2113	Boise	ID	(208) 385-0996
Anthony G. Goltser and Emily E. Goltser	7025	Buffalo Grove	IL	(773) 576-8669
Anthony G. Goltser and Emily E. Goltser	7236	Libertyville	IL	(773) 576-8669

Franchisee	Center Number	City	State	Phone
Joseph J. Despoy, III, Joseph J. Despoy, Jr. and Terry W. Despoy	2047	Crown Point	IN	(219) 462-0225
Bruce R. Seidel, III and Sarah H. Seidel	9301	Greenwood	IN	(513) 518-6344
Bruce R. Seidel, III and Sarah H. Seidel	7990	Indianapolis	IN	(513) 518-6344
Huned A. Gangriwala, Amy E. Bryant, and Stephen C. Wesselmann	8949	Manhattan	KS	(816) 425-4326
James F. Stanford	7687	Canton	MA	(401) 615-3384
William A. Rostron	7937	Wilmington	MA	(306) 672-0311
Albert V. Balch	1367	Bay City	MI	(989) 631-6716
Gregory A. Seabolt	3166	St. Peters	MO	(614) 933-0783
Steven M. Mitchell and Cynthia A. Mitchell	9253	Mentor	OH	(440) 354-4126
Christopher R. Fry and Renee L. Fry	6309	New Castle	PA	(724) 535-0195
Todd P. Graham	8752	Anderson	SC	(864) 616-8885
Todd P. Graham	1944	Clemson	SC	(864) 616-8885
Todd P. Graham	2774	Seneca	SC	(864) 616-8885
Chad W. Randall and Diane Randall, Billy G. Marks and Marion M. Marks	2516	Columbia	TN	(615) 472-1277

Franchisee	Center Number	City	State	Phone
Kenneth Zalewski and Ruth E. Zalewski	6928	Lenoir	TN	(865) 988-5262
Harold R. Brawner and Ann L. Wenglein-Brawner	906	Austin	TX	(830) 980-9690
Madhav Ranjan and Courtney Ranjan	2208	Salt Lake City	UT	(801) 953-1018
Joseph P. Vagaggini	3614	Vinton	VA	(703) 201-8578
David In Bok Lee and Tanisha Chau	2866	Kirkland	WA	(206) 660-7902
Paul M. Hughes	3766	Spokane	WA	(509) 466-4962
Paul M. Hughes	1674	Spokane	WA	(509) 466-4962
Paul M. Hughes	5850	Spokane	WA	(509) 466-4962

TRANSFERS:

Franchisee (Transferred From)	Center Number	Center Name	City	State	Phone
William H. Hicks	8056	Sturbridge Shopping Center	Montgomery	AL	(334) 264-4616
William H. Hicks	3987	Premier Place	Prattville	AL	(334) 264-4616
Attique U. Rehman	8384	Burbank Empire Shopping Center	Burbank	CA	(630) 893-3010
Attique U. Rehman	5960	North Hollywood Plaza	North Hollywood	CA	(630) 893-3010
Trent E. Fields and Molly C. Fields	8825	Mira Mesa S/C	San Diego	CA	(619) 507-8372
Vijaykumar Parikh and Harina Parikh	405	Coffee Tree Plaza	Vacaville	CA	(209) 324-2905
Braden L. Shaul and Erin L. Shaul	2900	Coalmine Shopping Center	Littleton	CO	(308) 631-4995
Todd A. Davis and Christopher B. Davis	2150	Carrot Country	Brandon	FL	(813) 839-2215
Ricardo F. Martinez and Alex R. Martinez	885	Concorde Shopping Center	Miami	FL	(305) 498-9898
Scott A. Johnson, Alan C. Castellon and Tamara Castellon	3524	Shoppes of Coral Way	Miami	FL	(786) 587-8469
Sia-Mack Alavi	7987	Metro West Village S/C	Orlando	FL	(407) 267-5448
Todd A. Davis and Christopher B. Davis	1637	Waldon Woods S/C	Plant City	FL	(813) 839-2215
Ahmet Ozgun	1893	Westgate Plaza	Tampa	FL	(941) 301-6644

Franchisee (Transferred From)	Center Number	Center Name	City	State	Phone
Todd A. Davis and Christopher B. Davis	2390	Britton Plaza	Tampa	FL	(813) 839-2215
Todd A. Davis and Christopher B. Davis	6501	The Shops @ Bloomingdale	Valrico	FL	(813) 839-2215
Tariq Virk	6169	Roscoe Square	Chicago	IL	(773) 321-6409
Donald M. Bresiger and Valerie K. Bresiger	6954	Expressway Plaza	Ft. Mitchell	KY	(859) 240-2134
Donald E. Beals	739	Wildwood Shopping Center	California	MD	(727) 389-2061
Randy L. Menard	5847	Ferndale Plaza	Ferndale	MI	(248) 761-1300
Michael K. Wiebolt, Jani M. Wiebolt, and Kyle L. Medearis	1127	Viking Plaza	Alexandria	MN	(218) 894-0545
Michael K. Wiebolt, Jani M. Wiebolt, and Kyle L. Medearis	2496	Kandi Mall	Willmar	MN	(218) 894-0545
Mohammad Shakil Kazi and Maureen Manfro	8713	Storefront	Bronx	NY	(917) 213-6773
Muhammad K. Baluch	8424	Niagara Consumer Square	Niagara Falls	NY	(905) 785-1463
Fayaz Ahmad and Khalida Fayaz	6752	Soundview Plaza	Port Washington	NY	(631) 451-8090
Mirza S. Baig, Atiya Saleem, Asif Baig, and Mewish Baig	3626	Victor Crossing	Victor	NY	(585) 286-3793
Mirza S. Baig, Atiya Saleem, Asif Baig, and Mewish Baig	1698	Town Center at Webster	Webster	NY	(585) 286-3793
Scott A. Hood	2195	West View Plaza Shopping Center	Pittsburgh	PA	(724) 933-8885

Franchisee (Transferred From)	Center Number	Center Name	City	State	Phone
Jeffrey R. Treu and Cheryl A. Treu	7314	Strabane Square	Washington	PA	(724) 941-4692
Kevin F. Graham	8003	Northpointe Commons	Columbia	SC	(828) 684-8918
Lisa G. Graham	379	Cherry Dale Point	Greenville	SC	(864) 884-5877
Lisa G. Graham	5655	Woodruff Square Shopping Center	Greenville	SC	(864) 884-5877
Lisa G. Graham	6594	Verdae Village	Greenville	SC	(864) 884-5877
Lisa G. Graham	8103	Haywood Mall	Greenville	SC	(864) 884-5877
Lisa G. Graham	8567	North Hills S/C	Greenville	SC	(864) 884-5877
Lisa G. Graham	6615	Dill Creek Commons	Greer	SC	(864) 884-5877
Lisa G. Graham	1261	Fairview Commons #2	Simpsonville	SC	(864) 884-5877
Tabish Ejaz and Naheed Tabish	3162	Village at Allen	Allen	TX	(214) 705-9233

EXHIBIT P

**Guarantee of Performance
and
Audited Financial Statements**

EXHIBIT P-1

Guarantee of Performance by GNC Holdings, Inc.

GUARANTEE OF PERFORMANCE

For value received, GNC Holdings, Inc., a Delaware corporation (the “Guarantor”), located at 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222, absolutely and unconditionally guarantees to assume the duties and obligations of General Nutrition Corporation, located at 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2016 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Pittsburgh, Pennsylvania on the 26th day of April, 2016.

Guarantor:

GNC Holdings, Inc.


By:  _____
David J. Sullivan
Assistant Secretary

EXHIBIT P-2

Audited Financial Statements

Report of Independent Registered Public Accounting Firm

To Shareholders and Board of Directors of GNC Holdings, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows present fairly, in all material respects, the financial position of GNC Holdings, Inc. and its subsidiaries at December 31, 2015 and 2014, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2015 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

/s/ PricewaterhouseCoopers LLP
Pittsburgh, Pennsylvania
February 11, 2016

GNC HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Balance Sheets
(in thousands, except per share amounts)

	December 31,	
	2015	2014
Current assets:		
Cash and cash equivalents	\$ 56,462	\$ 133,834
Receivables, net	142,486	136,361
Inventory (Note 3)	555,885	569,132
Deferred income taxes (Note 4)	10,916	7,622
Prepays and other current assets	27,114	29,394
Total current assets	792,863	876,343
Long-term assets:		
Goodwill (Note 5)	649,892	672,293
Brands (Note 5)	720,000	720,000
Other intangible assets, net (Note 5)	119,204	132,992
Property, plant and equipment, net (Note 6)	230,535	232,397
Deferred income taxes (Note 4)	3,358	3,079
Other long-term assets	36,167	40,696
Total long-term assets	1,759,156	1,801,457
Total assets	\$ 2,552,019	\$ 2,677,800
Current liabilities:		
Accounts payable	\$ 152,099	\$ 129,064
Current portion of long-term debt (Note 7)	4,550	4,740
Deferred revenue and other current liabilities (Note 8)	121,062	106,539
Total current liabilities	277,711	240,343
Long-term liabilities:		
Long-term debt (Note 7)	1,447,904	1,337,638
Deferred income taxes (Note 4)	304,491	282,842
Other long-term liabilities	53,352	60,934
Total long-term liabilities	1,805,747	1,681,414
Total liabilities	2,083,458	1,921,757
Commitments and contingencies (Note 11)		
Stockholders' equity:		
Common stock, \$0.001 par value, 300,000 shares authorized:		
Class A, 114,341 shares issued, 76,276 shares outstanding and 38,065 shares held in treasury at December 31, 2015 and 114,025 shares issued, 88,335 shares outstanding and 25,690 shares held in treasury at December 31, 2014	114	113
Additional paid-in capital	916,128	877,566
Retained earnings	1,058,148	898,574
Treasury stock, at cost (Note 12)	(1,496,180)	(1,016,381)
Accumulated other comprehensive loss	(9,649)	(3,829)
Total stockholders' equity	468,561	756,043
Total liabilities and stockholders' equity	\$ 2,552,019	\$ 2,677,800

The accompanying notes are an integral part of the consolidated financial statements.

GNC HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statements of Income
(in thousands, except per share amounts)

	Year ended December 31,		
	2015	2014	2013
Revenue	\$ 2,639,212	\$ 2,613,154	\$ 2,626,761
Cost of sales, including warehousing, distribution and occupancy	1,654,569	1,632,914	1,636,298
Gross profit	984,643	980,240	990,463
Selling, general, and administrative	567,296	554,882	533,666
Long-lived asset impairments (Note 5)	28,333	—	—
Other income, net	(4,093)	(14,154)	(3,701)
Operating income	393,107	439,512	460,498
Interest expense, net (Note 7)	50,936	46,708	53,029
Income before income taxes	342,171	392,804	407,469
Income tax expense (Note 4)	122,872	136,932	142,448
Net income	\$ 219,299	\$ 255,872	\$ 265,021
Earnings per share (Note 13):			
Basic	\$ 2.61	\$ 2.83	\$ 2.75
Diluted	\$ 2.60	\$ 2.81	\$ 2.72
Weighted average common shares outstanding (Note 13):			
Basic	83,927	90,493	96,481
Diluted	84,186	90,918	97,383
Dividends declared per share	\$ 0.72	\$ 0.64	\$ 0.60

The accompanying notes are an integral part of the consolidated financial statements.

GNC HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income
(in thousands)

	Year ended December 31,		
	2015	2014	2013
Net income	\$ 219,299	\$ 255,872	\$ 265,021
Other comprehensive loss:			
Foreign currency translation loss	(7,439)	(5,784)	(1,092)
Release of cumulative translation loss to earnings related to substantial liquidation of Discount Supplements	1,619	—	—
Other comprehensive loss	(5,820)	(5,784)	(1,092)
Comprehensive income	<u>\$ 213,479</u>	<u>\$ 250,088</u>	<u>\$ 263,929</u>

The accompanying notes are an integral part of the consolidated financial statements.

GNC HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity
(in thousands, except per share amounts)

	<u>Common Stock</u>		<u>Treasury Stock</u>	<u>Additional Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Income/(Loss)</u>	<u>Total Stockholders' Equity</u>
	Class A						
	<u>Shares</u>	<u>Dollars</u>					
Balance at December 31, 2012	99,336	\$ 111	\$ (423,900)	\$ 810,094	\$ 492,687	\$ 3,047	\$ 882,039
Comprehensive income	—	—	—	—	265,021	(1,092)	263,929
Purchase of treasury stock	(6,547)	—	(309,255)	—	—	—	(309,255)
Dividends declared	—	—	—	—	(57,600)	—	(57,600)
Exercise of stock options	1,222	1	—	14,588	—	—	14,589
Restricted stock awards	83	—	—	—	—	—	—
Minimum tax withholding requirements	(22)	—	—	(1,327)	—	—	(1,327)
Excess tax benefit from stock-based compensation	—	—	—	15,369	—	—	15,369
Stock-based compensation	—	—	—	7,835	—	—	7,835
Balance at December 31, 2013	94,072	\$ 112	\$ (733,155)	\$ 846,559	\$ 700,108	\$ 1,955	\$ 815,579
Comprehensive income	—	—	—	—	255,872	(5,784)	250,088
Purchase of treasury stock	(6,671)	—	(283,226)	—	—	—	(283,226)
Dividends declared	—	—	—	—	(57,406)	—	(57,406)
Exercise of stock options	970	1	—	22,170	—	—	22,171
Restricted stock awards	(18)	—	—	—	—	—	—
Minimum tax withholding requirements	(18)	—	—	(762)	—	—	(762)
Excess tax benefit from stock-based compensation	—	—	—	3,743	—	—	3,743
Stock-based compensation	—	—	—	5,856	—	—	5,856
Balance at December 31, 2014	88,335	\$ 113	\$ (1,016,381)	\$ 877,566	\$ 898,574	\$ (3,829)	\$ 756,043
Comprehensive income	—	—	—	—	219,299	(5,820)	213,479
Purchase of treasury stock	(12,414)	—	(479,799)	—	—	—	(479,799)
Dividends declared	—	—	—	—	(59,725)	—	(59,725)
Exercise of stock options	80	1	—	1,743	—	—	1,744
Restricted stock awards	290	—	—	—	—	—	—
Minimum tax withholding requirements	(15)	—	—	(574)	—	—	(574)
Excess tax benefit from stock-based compensation	—	—	—	604	—	—	604
Stock-based compensation	—	—	—	6,280	—	—	6,280
Issuance of convertible senior notes, net	—	—	—	30,509	—	—	30,509
Balance at December 31, 2015	76,276	\$ 114	\$ (1,496,180)	\$ 916,128	\$ 1,058,148	\$ (9,649)	\$ 468,561

The accompanying notes are an integral part of the consolidated financial statements.

GNC HOLDINGS, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2015	2014	2013
Cash flows from operating activities:			
Net income	\$ 219,299	\$ 255,872	\$ 265,021
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	57,237	56,337	51,814
Amortization of debt costs	6,421	1,729	2,507
Stock-based compensation	6,280	5,857	7,835
Loss on debt refinancing	—	—	5,712
Long-lived asset impairments	28,333	—	—
Gain on sale of company-owned stores to franchisees	(7,580)	(9,940)	(2,677)
Deferred income tax expense	450	(6,418)	(1,778)
Reversal of contingent purchase price liability	—	(4,438)	(859)
Changes in assets and liabilities:			
Decrease (increase) in receivables	422	9,766	(13,802)
Decrease (increase) in inventory	5,381	(24,089)	(54,435)
Decrease in prepaid and other current assets	776	2,260	2,548
Increase (decrease) in accounts payable	22,375	(8,978)	6,628
Increase (decrease) in deferred revenue and accrued liabilities	9,841	12,497	(27,907)
Other operating activities	5,298	13,330	(1,161)
Net cash provided by operating activities	354,533	303,785	239,446
Cash flows from investing activities:			
Capital expenditures	(45,827)	(70,455)	(50,247)
Cash paid for acquisitions (net of cash acquired)	—	(6,402)	(27,562)
Other investing activities	178	1,370	(465)
Net cash used in investing activities	(45,649)	(75,487)	(78,274)
Cash flows from financing activities:			
Proceeds from issuance of long-term debt	—	—	249,552
Proceeds from issuance of convertible senior notes	287,500	—	—
Revolving credit facility borrowings	43,000	—	—
Payments on long-term debt	(169,060)	(5,443)	(3,379)
Debt issuance costs	(8,225)	—	(2,397)
Proceeds from exercise of stock options	1,744	22,170	14,588
Excess tax benefits from stock-based compensation	604	3,743	15,369
Minimum tax withholding requirements	(574)	(762)	(1,327)
Cash paid for treasury stock	(479,799)	(283,226)	(309,255)
Dividends paid to shareholders	(59,648)	(57,491)	(57,437)
Net cash used in financing activities	(384,458)	(321,009)	(94,286)
Effect of exchange rate changes on cash and cash equivalents	(1,798)	328	790
Net (decrease) increase in cash and cash equivalents	(77,372)	(92,383)	67,676
Beginning balance, cash and cash equivalents	133,834	226,217	158,541
Ending balance, cash and cash equivalents	\$ 56,462	\$ 133,834	\$ 226,217

The accompanying notes are an integral part of the consolidated financial statements.

GNC HOLDINGS, INC. AND SUBSIDIARIES

Supplemental Cash Flow Information
(in thousands)

	Year Ended December 31,		
	2015	2014	2013
Cash paid during the period for:			
Income taxes	\$ 121,006	\$ 125,088	\$ 143,573
Interest	42,911	48,940	40,696
			As of December 31,
Non-cash investing activities:	2015	2014	2013
Capital expenditures in current liabilities	\$ 6,018	\$ 4,182	\$ 2,489

The accompanying notes are an integral part of the consolidated financial statements.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. NATURE OF BUSINESS

GNC Holdings, Inc., a Delaware corporation ("Holdings," and collectively with its subsidiaries and, unless the context requires otherwise, its and their respective predecessors, the "Company"), is a global specialty retailer of health and wellness products, which include vitamins, minerals and herbal supplements ("VMHS"), sports nutrition products, diet products and other wellness products.

The Company is vertically integrated as its operations consist of purchasing raw materials, formulating and manufacturing products and selling the finished products through its three reportable segments, which include Retail, Franchising, and Manufacturing/Wholesale. Corporate retail store operations are located in the United States, Canada, Puerto Rico, and, beginning with the acquisition of THSD d/b/a The Health Store ("The Health Store") in 2014, Ireland. In addition, the Company offers products on the Internet through GNC.com, LuckyVitamin.com, and Drugstore.com. The Company also offered product on the Internet through its 2013 acquisition of A1 Sports Limited d/b/a Discount Supplements ("Discount Supplements") up to and including December 31, 2015 when the assets of Discount Supplements were sold and operations were ceased. Franchise locations exist in the United States and approximately 50 other countries. The Company operates its primary manufacturing facilities in South Carolina and distribution centers in Arizona, Indiana, Pennsylvania and South Carolina. The Company manufactures the majority of its branded products, but also merchandises various third-party products. Additionally, the Company licenses the use of its trademarks and trade names.

The processing, formulation, packaging, labeling and advertising of the Company's products are subject to regulation by one or more federal agencies, including the Food and Drug Administration (the "FDA"), the Federal Trade Commission (the "FTC"), the Consumer Product Safety Commission, the United States Department of Agriculture and the Environmental Protection Agency. These activities are also regulated by various agencies of the states and localities in which the Company's products are sold.

NOTE 2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements and footnotes have been prepared by the Company in accordance with accounting principles generally accepted in the United States of America ("GAAP") and with the instructions to Form 10-K and Regulation S-X. The Company's annual reporting period is based on a calendar year.

Summary of Significant Accounting Policies

Principles of Consolidation. The consolidated financial statements include the accounts of Holdings and all of its subsidiaries. All intercompany transactions have been eliminated in consolidation.

Use of Estimates. The preparation of financial statements in conformity with GAAP requires management to make estimates that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management bases these estimates on assumptions that it believes to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

Cash and Cash Equivalents. The Company considers cash and cash equivalents to include all cash and liquid deposits and investments with an original maturity of three months or less. The majority of payments due from banks for third-party credit and debit cards process within 24 to 72 hours, and are classified as cash equivalents.

Receivables, net. The Company extends credit terms for sales of product to its franchisees and, to a lesser extent, various third-party customers. Receivables consist principally of unpaid invoices for product sales, franchisee royalties and sublease payments. The Company also has notes receivables with certain of its franchisees that were approximately \$18 million at December 31, 2015 and 2014 and are primarily recorded within other long-term assets on the consolidated balance sheets.

The Company monitors the financial condition of the Company's franchisees and other third-party customers and establishes an allowance for doubtful accounts for balances estimated to be uncollectible. In addition to considering the aging of receivable balances and assessing the financial condition of the Company's franchisees, the Company considers collateral including inventory and fixed assets for domestic franchisees and letters of credit for international franchisees. The allowance for doubtful accounts was \$4.1 million and \$6.2 million at December 31, 2015 and 2014, respectively.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Inventories. Inventory components consist of raw materials, work-in-process, finished product and packaging supplies. Inventories are stated at the lower of cost or market on a first in/first out basis ("FIFO"). Inventories include costs associated with distribution and transportation costs, as well as manufacturing overhead, which are capitalized and expensed as merchandise is sold. Inventories are recorded at net realizable value, net of shrinkage, obsolescence and vendor allowances. The Company regularly reviews its inventory levels in order to identify slow moving and short dated products, using factors such as amount of inventory on hand, remaining shelf life, current and expected market conditions, historical trends and the likelihood of recovering the inventory costs based on anticipated demand.

Property, Plant and Equipment. Property, plant and equipment expenditures are recorded at cost. Depreciation and amortization are recognized using the straight-line method over the estimated useful life of the property. The estimated useful lives are as follows:

Building	30 yrs
Machinery and equipment	3-10 yrs
Building and leasehold improvements	3-15 yrs
Furniture and fixtures	5-8 yrs
Software	3-5 yrs

Building improvements are depreciated over their estimated useful life or the remaining useful life of the related building, whichever period is shorter. Improvements to retail leased premises are depreciated over the estimated useful life of the improvements or the related leases including renewals that are reasonably assured, whichever period is shorter. Expenditures that materially increase the value or clearly extend the useful life of property, plant and equipment are capitalized while repair and maintenance costs incurred in the normal operations of business are expensed as incurred.

Goodwill and Intangible Assets. The Company was acquired by Ares Corporate Opportunities Fund II L.P. and Ontario Teachers' Pension Plan Board in March 2007 and subsequently completed an initial public offering in 2011 of its common stock resulting in these entities owning an immaterial number of shares of the Company's common stock. In connection with this acquisition, the Company recorded approximately \$600 million of goodwill and \$720 million of indefinite-lived intangible assets related to its brands.

The Company formally evaluates the carrying amount of goodwill for each of its reporting units in the fourth quarter. In addition, the Company performs an evaluation on an interim basis if it determines that recent events or prevailing conditions indicate a potential impairment of goodwill. A significant amount of judgment is involved in determining whether an indicator of impairment has occurred between annual impairment tests. These indicators include, but are not limited to, overall financial performance such as adverse changes in recent forecasts of operating results, industry and market considerations, a sustained decrease in the price of a share of the Company's common stock, updated business plans and regulatory and legal developments.

Goodwill is impaired when the carrying amount of a reporting unit's goodwill exceeds its implied fair value based upon a two-step process. In step one of the analysis, the fair value of the reporting unit is compared with its carrying value. If the carrying value of the reporting unit exceeds its fair value, step two of the test must be performed, which requires the Company to determine the implied fair value of goodwill in the same manner as if it had acquired the reporting unit in an arm's length transaction as of the testing date. This second step is performed by deducting the estimated fair value of all tangible and identifiable intangible net assets of the reporting unit from the estimated fair value of the reporting unit. If the recorded amount of goodwill exceeds this implied fair value, an impairment charge is recorded for the difference as an operating expense in the period incurred.

Indefinite-lived intangible assets, consisting of the Company's brands, are also evaluated annually in the fourth quarter for impairment and on an interim basis if events or changes in circumstances between annual tests indicate that the assets might be impaired. If the carrying value of the intangible asset exceeds its fair value, an impairment loss is recognized in an amount equal to the difference. See Note 5, "Goodwill and Intangible Assets, Net" for more information.

Impairment of Long-lived Assets. The Company evaluates whether the carrying values of property and equipment and definite-lived intangible assets have been impaired whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable based on estimated undiscounted future cash flows. Factors that may trigger an impairment review include significant changes in the intended use of assets, significant negative industry or economic trends, under-performing stores and store closings. If it is determined that the carrying value of the asset group is not recoverable, an impairment loss is recognized

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

for the amount the carrying amount of the asset exceeds its estimated fair value as determined based on quoted market prices or through the use of other valuation techniques.

Revenue Recognition. Within the Retail segment, retail sales are recognized at the point of sale, net of sales tax. Revenue related to e-commerce sales is recognized upon delivery to customers and includes shipping charges. A provision for anticipated returns is recorded through a reduction of sales and cost of sales (for product that can be resold or returned to vendors) in the period that the related sales are recorded. Revenue is deferred on sales of the Company's Gold Cards and subsequently recognized over the membership period, which is either a one- or two-year period.

Revenue from gift cards is recognized when the gift card is redeemed. These gift cards do not have expiration dates and are not required to be escheated to government authorities. Utilizing historical redemption rates, the Company recognizes revenue for amounts not expected to be redeemed proportionately as other gift card balances are redeemed. Revenue recognized related to breakage was not material in each of the fiscal years ended December 31, 2015, 2014 and 2013.

The Franchise segment generates revenues through product sales to franchisees, royalties and franchise fees. The Company's franchisees purchase a significant amount of the products they sell in their retail stores from the Company at wholesale prices. Revenue on product sales to franchisees is recognized when risk of loss, title and insurable risks have transferred to the franchisee, net of estimated returns and allowances. Franchise fees are paid in advance, deferred and recognized by the Company at the time of a franchise store opening. Franchise royalties are recognized as a percentage of the franchisees' retail sales in the period the franchisees' sales occur.

The Manufacturing/Wholesale segment sells product to the Company's other segments, which is eliminated in consolidation, and third-party customers. Revenue is recognized when risk of loss, title and insurable risks have transferred to the customer, net of estimated returns and allowances.

Cost of Sales. The Company purchases products directly from third-party vendors and manufactures its own products. Cost of sales includes product costs, vendor allowances, inventory shrinkage and obsolescence, manufacturing overhead, freight, distribution, shipping and store occupancy costs. Store occupancy costs include rent, common area maintenance charges, real estate and other asset-based taxes, general maintenance, utilities, depreciation, fixture lease expenses and certain insurance expenses.

Vendor Allowances. The Company receives allowances from various vendors based on either sales or purchase volumes as well as cooperative advertising. As the right of offset exists under these arrangements, credit earned under both arrangements are recorded as a reduction in the vendors' accounts payable balances on the balance sheet and represent the estimated amounts due to the Company under the rebate provisions of such contracts. Amounts expected to be received from vendors relating to the purchase of merchandise inventories are recognized as a reduction to cost of sales as the merchandise is sold. Amounts that represent a reimbursement of costs incurred, such as advertising, are recorded as a reduction to the related expense in the period that the related expense is incurred. The Company recorded a reduction to cost of sales of \$98.7 million, \$89.5 million and \$92.6 million for the years ended December 31, 2015, 2014 and 2013, respectively, for vendor allowances associated with the purchase of merchandise.

Research and Development. Research and development costs arising from internally generated projects are expensed as incurred. The Company recognized \$0.7 million, \$1.2 million and \$1.4 million for the years ended December 31, 2015, 2014 and 2013, respectively. These costs are included in selling, general and administrative expense in the accompanying consolidated statements of income.

Advertising Expenditures. The Company recognizes the costs to communicate the advertising, promotion and marketing programs the first time the communication takes place. The costs of advertising production are expensed as incurred. The Company administers national advertising funds on behalf of its franchisees. In accordance with the franchisee contracts, the Company collects advertising fees from the franchisees and utilizes the proceeds to coordinate various advertising and marketing campaigns. The Company recognized advertising expense of \$64.3 million, \$70.5 million and \$67.2 million for the years ended December 31, 2015, 2014 and 2013, respectively, net of \$16.0 million, \$15.9 million and \$15.4 million received from the national advertising fund derived from the Company's franchisees.

Leases. The Company has various operating leases for company-owned and franchise store locations, distribution centers, and equipment generally with an initial term of between five and ten years, which may include renewal options for varying terms thereafter. Leases for franchise store locations are subleased to franchisees. The Company is the primary lessee for the majority of the franchise store locations and makes rental payments to the landlord directly, and then bills the franchisee for reimbursement.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

If a franchisee defaults on its sublease, the Company has in the past converted, and expects in the future to, convert any such franchise store into a company-owned store and fulfill the remaining lease obligation.

Leases generally include amounts relating to base rent, percent rent and other charges such as common area maintenance and real estate taxes. Periodically, the Company receives varying amounts of reimbursements from landlords to compensate the Company for costs incurred in the construction of stores. These reimbursements are recorded as deferred rent within other long-term liabilities on the consolidated balance sheet and are amortized as a reduction to rent expense over the life of the related lease. The expenditures made by the Company are recorded as an increase to leasehold improvements within property, plant and equipment, net. Many of the Company's lease agreements contain escalation clauses under which, if fixed and determinable, rent expense is recognized on a straight-line basis over the lives of the leases, including renewal periods that are reasonably assured. Certain of the Company's leases also contain clauses for rent to be paid as a percentage of sales, which are based on a percentage of retail sales or a percentage of retail sales in excess of stipulated amounts (contingent rent). Contingent rent is recorded as rent expense when attainment of the target is considered probable and is recognized in proportion to the retail sales contributing to the achievement of the target.

Contingencies. The Company accrues a loss contingency if it is probable and can be reasonably estimated. If both of the conditions above are not met, disclosure is made when there is at least a reasonable possibility that a loss contingency has been incurred. As facts concerning contingencies evolve and become known, management reassesses the likelihood of probable loss and makes appropriate adjustments to its financial statements.

Pre-Opening Expenditures. The Company recognizes the cost associated with the opening of new stores, which consist primarily of rent, marketing, payroll and recruiting costs as incurred.

Income Taxes. The Company accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities result from (i) the future tax impact of temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, and (ii) differences between the recorded value of assets acquired in business combinations accounted for as purchases for financial reporting purposes and their corresponding tax bases. Deferred income tax assets are reduced by a valuation allowance if it is more likely than not that some portion of the deferred income tax asset will not be realized.

The Company recognizes the tax benefit from an uncertain tax position only if it is at least more likely than not that the tax position will be sustained upon examination by the taxing authorities based on the technical merits of the position. The amount of the tax benefit that is recognized is measured as the largest amount of benefit that is more likely than not to be realized upon effective settlement. The Company classifies interest and penalties accrued in connection with unrecognized tax benefits as income tax expense in its consolidated statements of income.

Refer to Note 4, "Income Taxes," for more information.

Self-Insurance. The Company is self-insured for certain losses related to health, workers' compensation and general liability insurance and maintains stop-loss coverage with third-party insurers to limit its liability exposure. Liabilities associated with these losses are estimated by considering historical claims experience, estimated lag time to report and pay claims, average cost per claim and other actuarial factors.

Stock-based Compensation. The Company utilizes the Black-Scholes model to calculate the fair value of time-based stock option awards. The grant-date fair value of the Company's time-based restricted stock, performance-based restricted stock, time-based restricted stock units, and performance-based restricted stock units (collectively herein referred to as "restricted stock awards") are based on the closing price for a share of the Company's common stock on the New York Stock Exchange (the "NYSE") on the grant date. Compensation expense for time-based awards is recognized over the applicable vesting period, net of expected forfeitures. Performance-based awards also include a service condition and compensation expense is recognized over the applicable vesting period if the performance condition is probable of being achieved, net of expected forfeitures. The Company regularly reviews the probability of achieving the performance condition on these awards.

Earnings Per Share. Basic earnings per share is computed by dividing net income by the weighted average number of shares of common stock outstanding for the period. The Company uses the treasury stock method to compute diluted EPS, which assumes that outstanding stock awards were converted into common stock and that outstanding stock options that are in-the-money were exercised, and the resulting proceeds (which includes unrecognized compensation expense and excess tax benefits) were used to acquire shares of common stock at its average market price during the reporting period.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Foreign Currency. For all foreign operations, the functional currency is the local currency. Assets and liabilities of foreign operations are translated into the Company's reporting currency, the U.S. dollar, using period-end exchange rates, while income and expenses are translated using the average exchange rates for the reporting period. Translation gains and losses are recorded as part of other comprehensive income on the consolidated balance sheet. The Company has intercompany balances with foreign entities that are routinely settled primarily relating to product sales and management fees. Gains or losses resulting from these foreign currency transactions are included in the consolidated statements of income and were not material for the fiscal years ended December 31, 2015, 2014 and 2013.

Correction of Immaterial Error

During the quarter ended March 31, 2015, the Company identified a \$2.8 million error relating to prior periods in the calculation of the portion of the accrued payroll liability relating to certain amounts paid to store employees. The impact of this error was not material to any prior period. In addition, the cumulative impact of the correction was not material to the Company's consolidated financial statements for the quarter ended March 31, 2015 or the year ended December 31, 2015. Consequently, the Company corrected the error in the first quarter of 2015 by increasing selling, general and administrative expense on the consolidated statement of income and deferred revenue and other current liabilities on the consolidated balance sheet by \$2.8 million. The impact to net income was a decrease of \$1.8 million for the year ended December 31, 2015. This correction had no impact on cash flows from operations in the current year.

Revision

Certain amounts in the consolidated financial statements for prior year periods have been revised to conform to the current year's presentation with no impact on previously reported operating income, net income or stockholders' equity. None of these revisions are material to prior periods.

Other Income, Net

Other income, net typically includes gains on the sale of company-owned stores to franchisees and foreign currency gains and losses. The year ended December 31, 2015 includes a loss of \$2.7 million attributable to the closure and related asset sale of Discount Supplements as further described in Note 5 "Goodwill and Intangible Assets." The years ended December 31, 2014 and 2013 include the reversal of \$4.4 million and \$0.9 million in contingent purchase price liabilities, respectively, associated with the Discount Supplements and Lucky Vitamin acquisitions.

Recently Issued Accounting Pronouncements

In November 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2015-17, which requires an entity to classify deferred tax liabilities and assets as noncurrent within a classified statement of financial position. This standard is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2016. The Company does not believe the adoption of this guidance will have a material effect on the Company's consolidated financial statements.

In July 2015, the FASB issued ASU 2015-11, which requires an entity that determines the cost of inventory by methods other than last-in, first-out (LIFO) and the retail inventory method (RIM) to measure inventory at the lower of cost and net realizable value. This standard is effective for annual reporting periods, and interim periods therein, beginning after December 15, 2016. The Company does not believe the adoption of this guidance will have a material effect on the Company's consolidated financial statements.

In April 2015, the FASB issued ASU 2015-03, which requires an entity to present debt issuance costs related to a recognized debt liability as a direct deduction from the carrying amount of that debt liability, consistent with the treatment of debt discounts. This standard does not affect the recognition and measurement guidance for debt issuance costs. This standard is effective for fiscal years beginning after December 15, 2015. The Company does not believe the adoption of this guidance will have a material effect on the Company's consolidated financial statements.

In June 2014, the FASB issued ASU 2014-12, which updates guidance on performance stock awards. The update states that for any award that has a performance target that affects vesting and that could be achieved after the requisite period, that performance target should still be treated as a performance condition. The Company does not believe the adoption of this guidance will have a material effect on the Company's consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, which updates revenue recognition guidance relating to contracts with customers. This standard states that an entity should recognize revenue to depict the transfer of promised goods or services to

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In August 2015, the FASB subsequently issued ASU 2015-14, which approved a one year deferral of ASU 2014-09 for annual reporting periods beginning after December 15, 2017, including interim periods within that reporting period. The Company is currently evaluating the impact this guidance will have on the consolidated financial statements.

NOTE 3. INVENTORY

The net realizable value of inventory consisted of the following:

	December 31,	
	2015	2014
	(in thousands)	
Finished product ready for sale	\$ 487,075	\$ 501,027
Work-in-process, bulk product and raw materials	62,242	60,911
Packaging supplies	6,568	7,194
Total inventories, net	\$ 555,885	\$ 569,132

NOTE 4. INCOME TAXES

Income before income taxes consisted of the following components:

	Year ended December 31,		
	2015	2014	2013
	(in thousands)		
Domestic	\$ 365,362	\$ 373,122	\$ 389,459
Foreign	(23,191)	19,682	18,010
Total income before income taxes	\$ 342,171	\$ 392,804	\$ 407,469

Income tax expense consisted of the following components:

	Year ended December 31		
	2015	2014	2013
	(in thousands)		
Current:			
Federal	\$ 104,711	\$ 120,086	\$ 120,137
State	13,414	16,968	15,433
Foreign	4,297	6,296	8,656
Total current income tax expense	122,422	143,350	144,226
Deferred:			
Federal	3,193	(3,785)	(363)
State	(1,412)	1,042	(955)
Foreign	(1,331)	(3,675)	(460)
Total deferred income tax expense (benefit)	450	(6,418)	(1,778)
Total income tax expense	\$ 122,872	\$ 136,932	\$ 142,448

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table summarizes the differences between the Company's effective tax rate for financial reporting purposes and the federal statutory tax rate:

	Year ended December 31,		
	2015	2014	2013
Percent of pretax earnings:			
Statutory federal tax rate	35.0 %	35.0 %	35.0 %
Increase (reduction) resulting from:			
State income tax, net of federal tax benefit	3.5 %	3.2 %	3.1 %
Other permanent differences	0.4 %	0.1 %	0.1 %
International operations, net of foreign tax credits	3.8 %	(0.5)%	— %
Worthless stock tax benefit	(3.4)%	— %	— %
Federal tax credits and income deductions	(2.5)%	(2.3)%	(2.1)%
Tax impact of uncertain tax positions and other	(0.9)%	(0.6)%	(1.1)%
Effective income tax rate	35.9 %	34.9 %	35.0 %

As described in Note 5, "Goodwill and Intangible Assets, Net," the Company recorded a \$28.3 million long-lived asset impairment in the third quarter of 2015 related to the Discount Supplements business. The Company fully reduced the deferred income tax assets relating to net operating loss carryforwards of Discount Supplements by a valuation allowance in the third quarter of 2015 and recorded a discrete tax benefit of \$11.8 million due to the effect of an anticipated worthless stock deduction resulting from excess tax basis in the common shares of Discount Supplements.

Significant components of the Company's deferred tax assets and liabilities consisted of the following at December 31:

	2015			2014		
	Assets	Liabilities	Net	Assets	Liabilities	Net
	(in thousands)					
Current assets (liabilities):						
Operating reserves	\$ 7,159	\$ —	\$ 7,159	\$ 5,971	\$ —	\$ 5,971
Deferred revenue	2,976	—	2,976	2,697	—	2,697
Prepaid expenses	—	(3,936)	(3,936)	—	(5,282)	(5,282)
Accrued workers' compensation	2,891	—	2,891	2,811	—	2,811
Other	1,826	—	1,826	1,425	—	1,425
Total current	\$ 14,852	\$ (3,936)	\$ 10,916	\$ 12,904	\$ (5,282)	\$ 7,622
Non-current assets (liabilities):						
Intangibles	\$ —	\$ (331,157)	\$ (331,157)	\$ —	\$ (327,675)	\$ (327,675)
Fixed assets	16,900	—	16,900	17,631	—	17,631
Stock compensation	3,344	—	3,344	1,977	—	1,977
Net operating loss and credit carryforwards	11,825	—	11,825	9,421	—	9,421
Long-term rent liabilities	8,438	—	8,438	7,836	—	7,836
Deferred Revenue	3,775	—	3,775	5,070	—	5,070
Convertible senior notes	—	(16,599)	(16,599)	—	—	—
Other	5,256	—	5,256	7,121	—	7,121
Valuation allowance	(2,915)	—	(2,915)	(1,144)	—	(1,144)
Total non-current	\$ 46,623	\$ (347,756)	\$ (301,133)	\$ 47,912	\$ (327,675)	\$ (279,763)
Total net deferred taxes	\$ 61,475	\$ (351,692)	\$ (290,217)	\$ 60,816	\$ (332,957)	\$ (272,141)

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

In connection with the convertible debt issuance in August 2015 as explained in Note 7, "Long-Term Debt / Interest Expense," the Company recorded a deferred tax liability, which represents the difference between the carrying value of the debt for book purposes and tax purposes, the latter of which excludes the conversion feature bifurcation. The recognition of this deferred tax liability was recorded as a reduction to additional paid-in capital on the accompanying consolidated balance sheet and will be amortized as a reduction to income tax expense over the life of the convertible debt.

At December 31, 2015 and 2014, the Company had deferred tax assets relating to foreign and state NOLs with lives ranging from 5 to 20 years. As of December 31, 2015 and 2014, a valuation allowance was provided for certain NOLs, as the Company currently believes that these NOLs may not be realizable prior to their expiration. During 2015, the Company increased its valuation allowance by \$1.8 million. During 2014 and 2013, the Company reduced its valuation allowance by \$1.6 million and \$1.4 million, respectively. The valuation allowance was adjusted based on a change in circumstances, including anticipated future earnings and a tax law change, which caused a change in judgment about the realizability of certain deferred tax assets related to NOLs.

The Company does not have any material undistributed earnings of international subsidiaries at December 31, 2015 and 2014 as these subsidiaries are either considered to be branches for United States tax purposes, to have incurred cumulative NOLs, or to have only minimal undistributed earnings.

Holdings files a consolidated federal tax return and various consolidated and separate tax returns as prescribed by the tax laws of the state, local and international jurisdictions in which it and its subsidiaries operate. The statutes of limitation for the Company's U.S. federal income tax returns are closed for years through 2011. The Company's 2010 and 2011 federal income tax returns have been examined by the Internal Revenue Service. The Internal Revenue Service closed the examination without making any material adjustments to the returns. The Company has various state and local jurisdiction tax years open to possible examination (the earliest open period is generally 2011), and the Company also has certain state and local tax filings currently under audit. As of December 31, 2015, the Company believes that it is appropriately reserved for any potential federal and state income tax exposures.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	December 31,		
	2015	2014	2013
	(in thousands)		
Balance of unrecognized tax benefits at beginning of period	\$ 11,652	\$ 10,848	\$ 12,882
Additions for tax positions taken during current period	1,345	1,524	873
Additions for tax positions taken during prior periods	543	116	1,965
Reductions for tax positions taken during prior periods	(6,258)	(527)	(4,068)
Settlements	—	(309)	(804)
Balance of unrecognized tax benefits at end of period	\$ 7,282	\$ 11,652	\$ 10,848

The Company's liability for uncertain tax positions decreased by \$3.3 million during the current year due in part to the expiration of certain statutes of limitation with respect to the 2011 fiscal year, which was recorded as a reduction to income tax expense. The Company's liability for uncertain tax positions also decreased by \$3.0 million with a corresponding reduction to receivables.

As of December 31, 2015, the Company is not aware of any positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next 12 months. Accrued interest and penalties were \$1.8 million and \$4.2 million at December 31, 2015 and 2014, respectively. At December 31, 2015, the amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate was \$9.1 million, including the impact of accrued interest and penalties. While it is often difficult to predict the final outcome or the timing of resolution of any particular uncertain tax position, the Company believes that its unrecognized tax benefits reflect the most likely outcome. The Company adjusts these unrecognized tax benefits, as well as the related interest, in light of changing facts and circumstances. Settlement of any particular position could require the use of cash. Favorable resolution would be recognized as a reduction to the effective income tax rate in the period of resolution.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 5. GOODWILL AND INTANGIBLE ASSETS, NET

Annual Impairment Test

For the 2015 annual goodwill impairment assessment, management concluded that the Company's reporting units had fair values estimated using a discounted cash flow method (income approach) substantially in excess of their respective carrying values, except for approximately \$12 million of goodwill associated with the Lucky Vitamin reporting unit, which had an estimated fair value that exceeded its carrying value by less than 15%. If actual market conditions are less favorable than those projected, or if events occur or circumstances change that would reduce the fair value of the Lucky Vitamin reporting unit below its carrying value, management may be required to conduct an interim test or possibly recognize impairment charges in future periods. With the exception of the Discount Supplements reporting unit, no other goodwill impairments have been recorded to date. Management also performed a quantitative impairment test for its indefinite-lived brand intangible assets and concluded that the fair values under the income approach were substantially in excess of their respective carrying values.

Discount Supplements

Acquisition

On October 2, 2013, the Company acquired the assets and assumed the liabilities of Discount Supplements, which was accounted for as a business combination. The total purchase price for this acquisition was approximately \$33.3 million, of which \$24.6 million, \$9.6 million, \$0.9 million was allocated to goodwill, definite-lived intangible assets and other net liabilities, respectively.

Impairment Charge

During the third quarter of 2015, the Company evaluated the financial results of key strategic initiatives, which were undertaken as a result of declining results in the first half of 2015 and continued deterioration of market share. Based on the financial results for the quarter ended September 30, 2015, the Company concluded that these strategic measures were unsuccessful. As a result, the Company determined the Discount Supplements business did not fit into its strategic plan for maximizing long-term shareholder returns based on the Company's expectations of the required investments necessary to improve the financial performance of the business, both in the short and long-term. The current and anticipated financial performance of the business, coupled with the Company's consideration of future strategic options was considered a triggering event requiring an interim goodwill impairment review of the Discount Supplements reporting unit as of September 30, 2015.

The Company determined the fair value of the Discount Supplements reporting unit at September 30, 2015 using a discounted cash flow method (income approach). The key assumptions used were as follows:

- Future cash flow assumptions - The Company's projections for Discount Supplements were based on organic growth and were derived from historical experience and assumptions regarding future growth and profitability trends. These projections also took into account the current economic climate in the United Kingdom where Discount Supplements operated, and the extent to which the regulatory environment was expected to impact future growth opportunities. The Company's analysis incorporated an assumed period of cash flows of five years with a terminal value.
- Discount rate - The discount rate was based on Discount Supplements' estimated weighted average cost of capital ("WACC"). The components of WACC are the cost of equity and the cost of debt, each of which requires judgment by management to estimate. The Company developed its cost of equity estimate based on perceived risks and predictability of future cash flows. At September 30, 2015, the WACC used to estimate the fair value of the Discount Supplements reporting unit was 16.5%.

As a result of the review, the Company concluded that the carrying value of the Discount Supplements reporting unit exceeded its fair value and proceeded to step two of the impairment analysis. Based on the results of step two, the Company concluded that this reporting unit was fully impaired; as a result, a goodwill impairment charge of \$23.3 million was recorded in the third quarter of 2015.

As a result of the impairment indicators, the Company also performed an impairment analysis with respect to the definite-lived assets of Discount Supplements, consisting of trade name and website intangibles and property and equipment. The fair value of these assets were determined using various income approaches. Based on the results of the analyses, the Company recorded impairment charges of \$4.4 million on the trade name and website intangible assets and \$0.6 million on property and

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

equipment. All of the aforementioned charges totaling \$28.3 million are recorded in long-lived asset impairments in the consolidated statement of operations for the year ended December 31, 2015.

Asset Sale

The Company completed an asset sale of Discount Supplements on December 31, 2015, resulting in a loss of \$2.7 million recorded within other income, net on the consolidated statement of income primarily consisting of the release of cumulative translation losses to earnings, lease-related exit costs and inventory losses primarily related to packaging materials. The Company considers the Discount Supplements legal entity to be substantially liquidated as there are no future ongoing operations. The proceeds from the sale of \$1.3 million were received in the first quarter of 2016.

Current and Prior Years Activity

The following table summarizes the Company's goodwill activity by reportable segment:

	Retail	Franchising	Manufacturing/ Wholesale	Total
	(in thousands)			
Balance at December 31, 2013	\$ 346,202	\$ 117,303	\$ 202,841	\$ 666,346
Acquired franchise stores	1,372	—	—	1,372
Acquisition of The Health Store	6,853	—	—	6,853
Translation effect of exchange rates	(2,278)	—	—	(2,278)
Balance at December 31, 2014	\$ 352,149	\$ 117,303	\$ 202,841	\$ 672,293
Acquired franchise stores	1,935	—	—	1,935
Translation effect of exchange rates	(1,077)	—	—	(1,077)
Goodwill impairment - Discount Supplements	(23,259)	—	—	(23,259)
Balance at December 31, 2015	\$ 329,748	\$ 117,303	\$ 202,841	\$ 649,892

Intangible assets, net consisted of the following:

	Retail Brand	Franchise Brand	Operating Agreements	Other Intangibles	Total
	(in thousands)				
Balance at December 31, 2013	\$ 500,000	\$ 220,000	\$ 125,665	\$ 17,109	\$ 862,774
Acquired franchise stores	—	—	—	781	781
Acquisition of The Health Store	—	—	—	788	788
Amortization expense	—	—	(6,653)	(4,222)	(10,875)
Translation effect of exchange rates	—	—	—	(476)	(476)
Balance at December 31, 2014	\$ 500,000	\$ 220,000	\$ 119,012	\$ 13,980	\$ 852,992
Acquired franchise stores	—	—	—	963	963
Amortization expense	—	—	(6,653)	(3,599)	(10,252)
Translation effect of exchange rates	—	—	—	(138)	(138)
Impairment charge - Discount Supplements	—	—	—	(4,361)	(4,361)
Balance at December 31, 2015	\$ 500,000	\$ 220,000	\$ 112,359	\$ 6,845	\$ 839,204

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table reflects the gross carrying amount and accumulated amortization/impairment for each major intangible asset:

	Weighted-Average Life	December 31, 2015			December 31, 2014		
		Gross	Accumulated Amortization/Impairment	Carrying Amount	Gross	Accumulated Amortization	Carrying Amount
(in thousands)							
Goodwill	Indefinite	\$ 673,151	\$ (23,259)	\$ 649,892	\$ 672,293	\$ —	\$ 672,293
Brands—retail	Indefinite	500,000	—	500,000	500,000	—	500,000
Brands—franchise	Indefinite	220,000	—	220,000	220,000	—	220,000
Retail agreements	30.3	31,000	(9,407)	21,593	31,000	(8,354)	22,646
Franchise agreements	25.0	70,000	(24,617)	45,383	70,000	(21,817)	48,183
Manufacturing agreements	25.0	70,000	(24,617)	45,383	70,000	(21,817)	48,183
Other intangibles	11.8	10,222	(4,560)	5,662	20,457	(7,427)	13,030
Franchise rights	3.0	7,206	(6,023)	1,183	6,243	(5,293)	950
Total		\$ 1,581,579	\$ (92,483)	\$ 1,489,096	\$ 1,589,993	\$ (64,708)	\$ 1,525,285

The following table represents future amortization expense of definite-lived intangible assets at December 31, 2015:

<u>Years ending December 31,</u>	<u>Amortization expense</u>
	<u>(in thousands)</u>
2016	\$ 8,108
2017	7,544
2018	7,369
2019	7,257
2020	7,204
Thereafter	81,722
Total future amortization expense	\$ 119,204

For the years ended December 31, 2015, 2014 and 2013, the Company acquired 44, 25 and 16 franchise stores, respectively. These acquisitions are accounted for utilizing the acquisition method of accounting, and the Company allocated the purchase price by recognizing acquired inventory, fixed assets, franchise rights and other net assets at fair value with any excess being recognized as goodwill. For the years ended December 31, 2015, 2014 and 2013, the total purchase prices associated with these acquisitions was \$6.2 million, \$3.7 million and \$2.9 million, respectively.

On April 17, 2014, the Company acquired the assets and assumed the liabilities of The Health Store, which was accounted for as a business combination. The total purchase price for this acquisition was approximately \$8.9 million, of which \$6.9 million, \$0.8 million, and \$1.2 million was allocated to goodwill, definite-lived intangible assets and other net assets, respectively.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 6. PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment consisted of the following:

	December 31,	
	2015	2014
	(in thousands)	
Land, buildings and improvements	\$ 70,487	\$ 69,165
Machinery and equipment	150,809	140,939
Leasehold improvements	139,448	132,378
Furniture and fixtures	106,722	101,823
Software	54,506	42,909
Construction in progress	6,340	4,628
Total property, plant and equipment	528,312	491,842
Less: accumulated depreciation	(297,777)	(259,445)
Net property, plant and equipment	\$ 230,535	\$ 232,397

The Company recognized depreciation expense on property, plant and equipment of \$47.0 million, \$45.5 million and \$42.8 million for the years ended December 31, 2015, 2014 and 2013, respectively, which is included in occupancy expense as part of cost of sales and selling, general and administrative expense on the consolidated statements of income.

NOTE 7. LONG-TERM DEBT / INTEREST EXPENSE

Long-term debt consisted of the following:

	December 31,	
	2015	2014
	(in thousands)	
Term Loan Facility (net of \$2.2 million and \$3.3 million discount)	\$ 1,174,369	\$ 1,342,165
Revolving Credit Facility	43,000	—
Convertible senior notes	235,085	—
Other	—	213
Total debt	\$ 1,452,454	\$ 1,342,378
Less: current maturities	(4,550)	(4,740)
Total long-term debt	\$ 1,447,904	\$ 1,337,638

At December 31, 2015, the Company's future annual contractual principal payments on long-term debt were as follows:

Years Ending December 31,	Term Loan Facility ⁽¹⁾	Revolving Credit Facility	Convertible Notes ⁽²⁾	Total
	(in thousands)			
2016	\$ 4,550	\$ —	\$ —	\$ 4,550
2017	4,550	43,000	—	47,550
2018	4,550	—	—	4,550
2019	1,162,958	—	—	1,162,958
2020	—	—	287,500	287,500
Total future principal payments	\$ 1,176,608	\$ 43,000	\$ 287,500	\$ 1,507,108

(1) Includes the unamortized original issuance discount of \$2.2 million.

(2) Includes unamortized conversion feature of \$46.3 million and original issuance discount of \$6.1 million.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Senior Credit Facility

In March 2011, General Nutrition Centers, Inc. ("Centers"), a wholly owned subsidiary of Holdings, entered into the Senior Credit Facility, consisting of the Term Loan Facility and the Revolving Credit Facility. The Senior Credit Facility permits the Company to prepay a portion or all of the outstanding balance without incurring penalties (except London Interbank Offering Rate ("LIBOR") breakage costs). GNC Corporation, the Company's indirect wholly owned subsidiary ("GNC Corporation"), and Centers' existing and future domestic subsidiaries have guaranteed Centers' obligations under the Senior Credit Facility. In addition, the Senior Credit Facility is collateralized by first priority pledges (subject to permitted liens) of substantially all of Centers' assets, including its equity interests and the equity interests of its domestic subsidiaries.

During the fourth quarter of 2013, Centers amended and restated the Senior Credit Facility to, among other amendments, increase the size of the Term Loan Facility by \$252.5 million, increase the amount available for borrowings under the Revolving Credit Facility from \$80 million to \$130 million, extend the Revolving Credit Facility maturity date to March 2017, and extend the maturity of the Term Loan Facility to March 2019. This amendment resulted in a \$5.7 million loss on debt refinancing recorded within interest expense, net on the accompanying consolidated statement of income consisting of the write-off of deferred financing fees and an original issuance discount. The amendment also included changes to ABR, LIBOR, and Applicable Margin rates.

As of December 31, 2015 and 2014, the Company's interest rate on its Term Loan Facility was 3.25%. As of December 31, 2015, the Company had \$43.0 million outstanding on its Revolving Credit Facility with a weighted average interest rate of 2.6%. The Company is also required to pay an annual fee of 2.50% on outstanding letters of credit and an annual commitment fee of 0.5% on the undrawn portion of the Revolving Credit Facility. The Company had \$85.9 million available under its revolving credit facility at December 31, 2015 after taking into effect amounts drawn, including \$1.1 million of letters of credit.

The Senior Credit Facility contains customary covenants, including incurrence covenants and certain other limitations on the ability of GNC Corporation, Centers, and Centers' subsidiaries to, among other things, make optional payments in respect of other debt instruments, pay dividends or other payments on capital stock, and enter into arrangements that restrict their ability to pay dividends or grant liens. As of December 31, 2015, the Company believes that it is in compliance with all covenants under the Senior Credit Facility.

Convertible Debt

Summary of Terms. On August 10, 2015, the Company issued \$287.5 million principal amount of 1.5% convertible senior notes due 2020 (the "Notes") in a private offering. The Notes are governed by the terms of an indenture between the Company and BNY Mellon Trust Company, N.A., as the Trustee (the "Indenture"). The Notes will mature on August 15, 2020, unless earlier purchased by the Company or converted. The Notes will bear interest at a rate of 1.5% per annum, and additionally will be subject to special interest in connection with any failure of the Company to perform certain of its obligations under the Indenture.

The Notes are unsecured obligations and do not contain any financial covenants or restrictions on the payments of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by the Company or any of its subsidiaries. Certain events are considered "events of default" under the Notes, which may result in the acceleration of the maturity of the Notes, as described in the indenture governing the Notes. The Notes are fully and unconditionally guaranteed by certain operating subsidiaries of the Company ("Subsidiary Guarantors") and are subordinated to the Subsidiary Guarantors obligations from time to time with respect to the Senior Credit Facility and ranks equal in right of payment with respect to the Subsidiary Guarantor's other obligations.

The initial conversion rate applicable to the Notes is 15.1156 shares of common stock per \$1,000 principal amount of Notes, which is equivalent to an initial conversion price of approximately \$66.16 per share. The conversion rate will be subject to adjustment upon the occurrence of certain specified events, but will not be adjusted for any accrued and unpaid special interest. In addition, upon the occurrence of a "make-whole fundamental change" as defined in the Indenture, the Company will, in certain circumstances, increase the conversion rate by a number of additional shares for a holder that elects to convert its Notes in connection with such make-whole fundamental change.

Prior to May 15, 2020, the Notes will be convertible only under the following circumstances: (1) during any calendar quarter commencing after September 30, 2015, if, for at least 20 trading days (whether or not consecutive) during the 30 consecutive trading day period ending on the last trading day of the immediately preceding calendar quarter, the last reported sale price of the Company's common stock on such trading day is greater than or equal to 130% of the applicable conversion price on such trading day; (2) during the 5 consecutive business day period after any 10 consecutive trading day period in which, for each day of that period, the trading price per \$1,000 principal amount of Notes for such trading day was less than 98% of the product of the last reported sale price of the Company's common stock and the applicable conversion rate on such trading day; or (3) upon the

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

occurrence of specified corporate transactions. On and after May 15, 2020, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or a portion of their Notes at any time, regardless of the foregoing circumstances. Upon conversion, the Notes will be settled, at the Company's election, in cash, shares of the Company's common stock, or a combination of cash and shares of the Company's common stock. If the Company has not delivered a notice of its election of settlement method prior to the final conversion period it will be deemed to have elected combination settlement with a dollar amount per note to be received upon conversion of \$1,000.

Accounting Treatment. Under GAAP, certain convertible debt instruments that may be settled in cash on conversion are required to be separately accounted for as liability and equity components of the instrument in a manner that reflects the issuer's non-convertible debt borrowing rate. Accordingly, in accounting for the issuance of the Notes, the Company separated the Notes into liability and equity components. The carrying amount of the liability component was calculated by measuring the fair value of a similar liability that does not have an associated convertible feature. The carrying amount of the equity component, which is recognized as a debt discount recorded as additional paid-in capital on the consolidated balance sheet represents the difference between the proceeds from the issuance of the Notes and the fair value of the liability component of the Notes and will be amortized to interest expense together with debt issuance costs described below using an effective interest rate of 6.1% over the term of the Notes. The equity component is not remeasured as long as it continues to meet the conditions for equity classification. The Company recorded a deferred tax liability in connection with the convertible debt instrument, which represents the difference between the carrying value of the debt for book purposes and tax purposes, the latter of which excludes the conversion feature bifurcation. The recognition of this deferred tax liability was recorded as a reduction to additional paid-in capital on the accompanying consolidated balance sheet. Refer to Note 4, "Income Taxes" for more information.

In accounting for the debt issuance costs related to the issuance of the Notes, the Company allocated the total amount incurred to the liability and equity components based on their relative values. Debt issuance costs attributable to the liability component are amortized to interest expense using the effective interest method over the term of the Notes, and debt issuance costs attributable to the equity component are netted with the equity component in stockholders' equity. Debt issuance costs related to the Notes were comprised of discounts and commissions payable to the initial purchasers of \$7.9 million and third party offering costs of \$0.3 million. Discounts and commissions payable to the initial purchasers attributable to the liability component were recorded as a contra-liability and are presented net against the convertible senior notes balance on the consolidated balance sheet. Third party offering costs attributable to the liability component were recorded as an asset and are presented in other long-term assets on the consolidated balance sheet. The Notes consist of the following components as of December 31, 2015 (in thousands):

Liability component		
Principal	\$	287,500
Conversion feature		(46,271)
Discount related to debt issuance costs		(6,144)
Net carrying amount	\$	235,085
Equity component		
Conversion feature	\$	49,680
Discount related to debt issuance costs		(1,421)
Deferred taxes		(17,750)
Net amount recorded in additional paid-in capital	\$	30,509

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Interest Expense

The Company's net interest expense was as follows:

	2015	For the year ended December 31,	
		2014	2013
(in thousands)			
Term Loan coupon	\$ 42,147	\$ 44,427	\$ 42,020
Revolver	805	682	680
Loss on debt refinancing	—	—	5,712
Amortization of discount and deferred financing fees ^(*)	2,583	1,729	4,712
Subtotal: Senior Credit Facility	45,535	46,838	53,124
Convertible Senior Notes:			
Coupon	1,702	—	—
Amortization of conversion feature	3,410	—	—
Amortization of discount and deferred financing fees	412	—	—
Subtotal: Convertible Senior Notes	5,524	—	—
Mortgage and other interest expense	81	123	159
Interest income	(204)	(253)	(254)
Interest expense, net	\$ 50,936	\$ 46,708	\$ 53,029

(*) In connection with the partial pay-down of \$164.3 million of the Term Loan Facility, the Company recorded \$0.8 million in accelerated amortization, which represents the pro-rata portion of the original issuance discount and deferred financing fees associated with the paid-down balance.

NOTE 8. DEFERRED REVENUE AND OTHER CURRENT LIABILITIES

Deferred revenue and other current liabilities consisted of the following:

	December 31,	
	2015	2014
(in thousands)		
Deferred revenue	\$ 45,018	\$ 47,823
Accrued compensation and related benefits	31,091	24,958
Accrued real estate taxes, utilities and other occupancy	3,352	3,028
Accrued sales tax	3,659	4,628
Accrued interest	2,210	374
Accrued income taxes	1,181	564
Dividends payable	222	152
Other current liabilities	34,329	25,012
Total deferred revenue and other current liabilities	\$ 121,062	\$ 106,539

Deferred revenue consists primarily of Gold Card membership fees and gift card sales. During 2014, the Company incurred \$7.8 million of expenses associated with changes among the executive leadership team. These expenses relating to management realignment consisted principally of executive severance. In October 2013, the Company transitioned to a third-party product transportation network and moved away from the Company's existing private fleet. The cost related to this transition was \$12.2 million, consisting of early lease termination on transportation equipment of \$9.8 million and employee severance and other costs of \$2.4 million. At December 31, 2015, the Company had no liability relating to the above restructuring costs.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 9. FAIR VALUE MEASUREMENTS AND FINANCIAL INSTRUMENTS

Accounting Standards Codification 820, *Fair Value Measurements and Disclosures* defines fair value as a market-based measurement that should be determined based on the assumptions that marketplace participants would use in pricing an asset or liability. As a basis for considering such assumptions, the standard establishes a three-tier fair value hierarchy which prioritizes the inputs used in measuring fair value as follows:

- Level 1 — observable inputs such as quoted prices in active markets for identical assets and liabilities;
- Level 2 — observable inputs such as quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, other inputs that are observable, or can be corroborated by observable market data; and
- Level 3 — unobservable inputs for which there are little or no market data, which require the reporting entity to develop its own assumptions.

The carrying amounts of cash and cash equivalents, receivables, accounts payable, accrued liabilities and the revolving credit facility approximate their respective fair values. Based on the interest rates currently available and their underlying risk, the carrying value of franchise notes receivable approximates its fair value.

The carrying value and estimated fair value of the Notes (excluding the equity component classified in stockholders' equity) and Term Loan Facility were as follows:

	December 31, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(in thousands)			
Term Loan Facility	\$ 1,174,369	\$ 1,145,010	\$ 1,342,378	\$ 1,288,683
Convertible senior notes	235,085	188,940	—	—

The fair value of the Term Loan Facility was determined using the instrument's trading value in markets that are not active, which are considered Level 2 inputs. The fair value of the Notes was determined based on quoted market prices and bond terms and conditions, which are considered Level 2 inputs.

As described in Note 5, "Goodwill and Intangible Assets, Net," the Company recorded asset impairments during the third quarter of 2015 which resulted in goodwill and definite-long-lived assets for Discount Supplements being measured at fair value on a non-recurring basis using Level 3 inputs at September 30, 2015.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 10. LONG-TERM LEASE OBLIGATIONS

The Company's rent expense, which is recorded within cost of sales on the consolidated statements of income, was as follows:

	Year ended December 31,		
	2015	2014	2013
	(in thousands)		
Company-owned and franchised retail stores:			
Rent on operating leases	\$ 197,114	\$ 189,369	\$ 174,756
Sublease income	(43,569)	(41,696)	(37,680)
Landlord related taxes	21,854	21,247	19,552
Common operating expenses	38,663	37,284	34,978
Percent rent	20,775	22,185	23,943
Total company-owned and franchised retail stores	234,837	228,389	215,549
Truck fleet	—	—	4,491
Other	16,495	15,606	13,484
Total rent expense	\$ 251,332	\$ 243,995	\$ 233,524

Minimum future obligations for non-cancelable operating leases, excluding optional renewal periods, with initial or remaining terms of at least one year in effect at December 31, 2015 were as follows for the years ending December 31.

	Company- Owned Retail Stores	Franchise Retail Stores	Sublease Income	Other	Total
	(in thousands)				
2016	\$ 143,706	\$ 31,209	\$ (31,209)	\$ 5,226	\$ 148,932
2017	118,617	25,608	(25,608)	4,480	123,097
2018	89,722	18,689	(18,689)	2,431	92,153
2019	63,664	12,325	(12,325)	1,853	65,517
2020	43,968	7,019	(7,019)	1,669	45,637
Thereafter	96,341	8,876	(8,876)	10,647	106,988
Total future obligations	\$ 556,018	\$ 103,726	\$ (103,726)	\$ 26,306	\$ 582,324

NOTE 11. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is engaged in various legal actions, claims and proceedings arising in the normal course of business, including claims related to breach of contracts, products liabilities, intellectual property matters and employment-related matters resulting from the Company's business activities.

The Company records accruals for outstanding legal matters when it believes it is probable that a loss will be incurred and the amount of such loss can be reasonably estimated. The Company evaluates, on a quarterly basis, developments in legal matters that could affect the amount of any accrual and developments that would make a loss contingency both probable and reasonably estimable. If a loss contingency is not both probable and estimable, the Company does not establish an accrued liability. Currently, none of the Company's accruals for outstanding legal matters are material individually or in the aggregate to the Company's financial position. However, if the Company ultimately is required to make a payment in connection with an adverse outcome in any of the matters discussed below, it is possible that it could have a material adverse effect on the Company's business, financial condition, results of operations or cash flows.

The Company's contingencies are subject to substantial uncertainties, including for each such contingency the following, among other factors: (i) the procedural status of the case; (ii) whether the case has or may be certified as a class action suit; (iii) the outcome of preliminary motions; (iv) the impact of discovery; (v) whether there are significant factual issues to be determined

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

or resolved; (vi) whether the proceedings involve a large number of parties and/or parties and claims in multiple jurisdictions or jurisdictions in which the relevant laws are complex or unclear; (vii) the extent of potential damages, which are often unspecified or indeterminate; and (viii) the status of settlement discussions, if any, and the settlement posture of the parties. Consequently, except as otherwise noted below with regard to a particular matter, the Company cannot predict with any reasonable certainty the timing or outcome of the legal matters described below, and the Company is unable to estimate a possible loss or range of loss.

As a manufacturer and retailer of nutritional supplements and other consumer products that are ingested by consumers or applied to their bodies, the Company has been and is currently subjected to various product liability claims. Although the effects of these claims to date have not been material to the Company, it is possible that current and future product liability claims could have a material adverse effect on its business or financial condition, results of operations or cash flows. The Company currently maintains product liability insurance with a deductible/retention of \$4.0 million per claim with an aggregate cap on retained loss of \$10.0 million. The Company typically seeks and has obtained contractual indemnification from most parties that supply raw materials for its products or that manufacture or market products it sells. The Company also typically seeks to be added, and has been added, as an additional insured under most of such parties' insurance policies. The Company is also entitled to indemnification by Numico for certain losses arising from claims related to products containing ephedra or Kava Kava sold prior to December 5, 2003. However, any such indemnification or insurance is limited by its terms and any such indemnification, as a practical matter, is limited to the creditworthiness of the indemnifying party and its insurer, and the absence of significant defenses by the insurers. Consequently, the Company may incur material products liability claims, which could increase its costs and adversely affect its reputation, revenue and operating income.

DMAA/Aegeline Claims. Prior to December 2013, the Company sold products manufactured by third parties that contained derivatives from geranium known as 1,3-dimethylpentylamine/ dimethylamylamine/13-dimethylamylamine, or "DMAA," which were recalled from the Company's stores in November 2013, and/or Aegeline, a compound extracted from bael trees. As of December 31, 2014, the Company was named in 28 personal injury lawsuits involving products containing DMAA and/or Aegeline.

As a general matter, the proceedings associated with these personal injury cases, which generally seek indeterminate money damages, are in the early stages, and any losses that may arise from these matters are not probable or reasonably estimable at this time. The case captioned Leanne Sparling and Michael Sparling on behalf of Michael Sparling, deceased v. USPLabs, GNC Corporation et al., which previously was scheduled for trial in February 2016, was dismissed with prejudice.

The Company is contractually entitled to indemnification by its third-party vendors with regard to these matters, although the Company's ability to obtain full recovery in respect of any such claims against it is dependent upon the creditworthiness of the vendors and/or their insurance coverage and the absence of any significant defenses available to its insurer.

California Wage and Break Claim. In July 2011, Charles Brewer, on behalf of himself and all others similarly situated, sued General Nutrition Corporation in federal court, alleging state and federal wage and hour claims. In October 2011, plaintiff filed an eight-count amended complaint alleging, among other matters, meal, rest break and overtime violations on behalf of sales associates and store managers. In January 2013, the Court conditionally certified a Fair Labor Standards Act ("FLSA") class with respect to one of Plaintiff's claims, and in November 2014, the Court granted in part and denied in part the plaintiff's motion to certify a California class and granted the Company's motion for decertification of the FLSA class. In May 2015, plaintiffs filed a motion for partial summary judgment as to the Company's alleged liability for non-compliant wage statements, which was granted in part and denied in part in September 2015. On February 5, 2016, the Company and attorneys representing the putative class agreed to class-wide settlements of the Brewer case and an additional, immaterial case raising similar claims, pursuant to which the Company agreed to pay up to \$9.5 million in the aggregate, including attorneys' fees and costs. The settlement agreement remains subject to Court approval, and the Court has scheduled a preliminary hearing in April 2016. As a result of this settlement, the Company recorded a charge of \$6.3 million in the fourth quarter of 2015, in addition to \$3.2 million previously accrued in the first quarter of 2015.

On February 29, 2012, former Senior Store Manager, Elizabeth Naranjo, individually and on behalf of all others similarly situated sued General Nutrition Corporation in the Superior Court of the State of California for the County of Alameda. The complaint contains eight causes of action, alleging, among other matters, meal, rest break, and overtime violations. As of December 31, 2015, an immaterial liability has been accrued in the accompanying financial statements.

Jason Olive v. General Nutrition Corp. In April 2012, Jason Olive filed a complaint in the Superior Court of California, County of Los Angeles, for misappropriation of likeness in which he alleges that the Company continued to use his image in stores after the expiration of the license to do so in violation of common law and California statutes. Mr. Olive is seeking compensatory, punitive and statutory damages and attorneys' fees and costs. The trial in this matter previously scheduled for December 2014 was

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

postponed and no new trial date has been set. As of December 31, 2014, an immaterial liability has been accrued in the accompanying financial statements.

Oregon Attorney General. On October 22, 2015, the Attorney General for the State of Oregon sued General Nutrition Corporation in Multnomah County Circuit Court for alleged violations of Oregon's Unlawful Trade Practices Act, in connection with its sale in Oregon of certain third-party products. The Company intends to vigorously defend against these allegations. As any losses that may arise from this matter are not probably or reasonably estimable at this time, no liability has been accrued in the accompanying interim consolidated financial statements. Moreover, the Company does not anticipate that any such losses are likely to have a material impact on the Company, its business or results of operations. The Company is contractually entitled to indemnification and defense by its third-party vendors, which have accepted the Company's tender request for defense and indemnification. Ultimately, however, the Company's ability to obtain full recovery in respect of any such claims against it is dependent upon the creditworthiness of its vendors and/or their insurance coverage and the absence of any significant defenses available to their insurers.

Commitments

In addition to operating leases obtained in the normal course of business, the Company maintains certain purchase commitments with various vendors to ensure its operational needs are fulfilled. As of December 31, 2015, such future purchase commitments consisted of \$40.7 million. Other commitments related to the Company's business operations cover varying periods of time and are not significant. All of these commitments are expected to be fulfilled with no adverse consequences to the Company's operations or financial condition.

Environmental Compliance

In March 2008, the South Carolina Department of Health and Environmental Control (the "DHEC") requested that the Company investigate contamination associated with historical activities at its South Carolina facility. These investigations have identified chlorinated solvent impacts in soils and groundwater that extend offsite from the facility. The Company entered into a Voluntary Cleanup Contract with the DHEC regarding the matter on September 24, 2012. Pursuant to such contract, the Company has completed additional investigations with the DHEC's approval and the DHEC is currently reviewing the results. The Company will consult with the DHEC on the next steps in the work after their review of the results of the investigation is complete. At this stage of the investigation, however, it is not possible to estimate the timing and extent of any remedial action that may be required, the ultimate cost of remediation, or the amount of the Company's potential liability, therefore no liability has been recorded in the accompanying consolidated balance sheet.

In addition to the foregoing, the Company is subject to numerous federal, state, local and foreign environmental and health and safety laws and regulations governing its operations, including the handling, transportation and disposal of the Company's non-hazardous and hazardous substances and wastes, as well as emissions and discharges from its operations into the environment, including discharges to air, surface water and groundwater. Failure to comply with such laws and regulations could result in costs for remedial actions, penalties or the imposition of other liabilities. New laws, changes in existing laws or the interpretation thereof, or the development of new facts or changes in their processes could also cause the Company to incur additional capital and operating expenditures to maintain compliance with environmental laws and regulations and environmental permits. The Company is also subject to laws and regulations that impose liability and cleanup responsibility for releases of hazardous substances into the environment without regard to fault or knowledge about the condition or action causing the liability. Under certain of these laws and regulations, such liabilities can be imposed for cleanup of previously owned or operated properties, or for properties to which substances or wastes that were sent in connection with current or former operations at its facilities. The presence of contamination from such substances or wastes could also adversely affect the Company's ability to sell or lease its properties, or to use them as collateral for financing. From time to time, the Company has incurred costs and obligations for correcting environmental and health and safety noncompliance matters and for remediation at or relating to certain of the Company's properties or properties at which the Company's waste has been disposed. However, compliance with the provisions of national, state and local environmental laws and regulations has not had a material effect upon the Company's capital expenditures, earnings, financial position, liquidity or competitive position. The Company believes it has complied with, and is currently complying with, its environmental obligations pursuant to environmental and health and safety laws and regulations and that any liabilities for noncompliance will not have a material adverse effect on its business, financial performance or cash flows. However, it is difficult to predict future liabilities and obligations, which could be material.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 12. STOCKHOLDERS' EQUITY

Treasury Stock

In August 2015, the Board approved a \$500.0 million multi-year repurchase program in addition to the \$500.0 million multi-year program approved in August 2014, bringing the aggregate share repurchase program to \$1.0 billion of Holdings' common stock. Holdings repurchased \$479.8 million of common stock during 2015. As of December 31, 2015, \$427.0 million remains available for purchase under the program.

Preferred Stock

Holdings is authorized to issue up to 60.0 million shares of preferred stock, par value \$0.001 per share. No shares of preferred stock were issued or outstanding in 2015, 2014 and 2013.

NOTE 13. EARNINGS PER SHARE

The following table represents the Company's basic and dilutive weighted average shares:

	Year ended December 31,		
	2015	2014	2013
	(in thousands)		
Basic weighted average shares	83,927	90,493	96,481
Effect of dilutive employee stock-based compensation awards	259	425	902
Diluted weighted averages shares	84,186	90,918	97,383

For the year ended December 31, 2015 and each of the years ended December 31, 2014 and 2013, the Company had 0.2 million and 0.3 million shares, respectively, that were not included in the computation of diluted earnings per share because the impact of applying the treasury stock method to these options was anti-dilutive.

The Company has the intent and ability to settle the principal portion of its Notes in cash, and as such, has applied the treasury stock method, which has resulted in all underlying convertible shares being anti-dilutive in the current year as the Company's average stock price from the issuance of the Notes through December 31, 2015 is less than the conversion price. Refer to Note 7, "Long-Term Debt / Interest Expense" for more information on the Notes.

NOTE 14. STOCK-BASED COMPENSATION PLANS

Overview

The Company has outstanding stock-based compensation awards that were granted by the compensation committee of Holdings' Board of Directors (the "Compensation Committee") under the following two stock-based employee compensation plans:

- the GNC Holdings, Inc. 2015 Stock and Incentive Plan (the "2015 Stock Plan") amended and adopted in May 2015, formerly the GNC Holdings, Inc. 2011 Stock and Incentive Plan (the "2011 Stock Plan") adopted in March 2011; and
- the GNC Acquisition Holdings Inc. 2007 Stock Incentive Plan adopted in March 2007 (as amended, the "2007 Stock Plan").

Both plans have provisions that allow for the granting of stock options, restricted stock and other stock based awards and are available to certain eligible employees, directors, consultants or advisors as determined by the Compensation Committee. The Company will not grant any additional awards under the 2007 Stock Plan. Up to 11.5 million shares of common stock may be issued under the 2015 Stock Plan (subject to adjustment to reflect certain transactions and events specified in the 2015 Stock Plan for any award grant), of which 8.4 million shares remain available for issuance as of December 31, 2015.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table sets forth a summary of all share awards outstanding under all plans at December 31:

	2015	2014
Time-based stock options	688,083	746,533
Time-based restricted stock awards	194,271	122,681
Performance-based restricted stock awards	140,916	41,656
Total share awards outstanding	1,023,270	910,870

The Company recognized \$6.3 million, \$5.9 million and \$7.8 million of non-cash compensation expense for the years ended December 31, 2015, 2014 and 2013, respectively. At December 31, 2015, there was approximately \$11.6 million of total unrecognized expense related to non-vested stock-based compensation that is expected to be recognized over a weighted average period of approximately 1.3 years.

Cash received from the exercise of options was \$1.7 million, \$22.2 million, and \$14.6 million in 2015, 2014 and 2013, respectively, which was recorded as additional paid-in capital on the accompanying consolidated balance sheets and presented as a cash inflow from financing activities on the accompanying consolidated statements of cash flows. The total tax benefit associated with stock-based compensation resulted in an excess tax benefit of \$0.6 million, \$3.7 million, and \$15.4 million in 2015, 2014 and 2013, respectively, which was recorded as additional paid-in capital and presented as a financing cash inflow.

Stock Options

Stock options were granted with exercise prices at or above fair market value on the date of grant, typically vest over a four- or five-year period and expire seven or ten years from the date of grant. The following table sets forth a summary of stock options under all plans:

	Total Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2014	746,533	\$ 26.19		\$ 15,505
Granted	50,815	\$ 41.10		
Exercised	(80,183)	\$ 21.75		\$ 1,970
Forfeited and expired	(29,082)	\$ 27.92		
Outstanding at December 31, 2015	688,083	\$ 27.75	5.4	\$ 4,187
Exercisable at December 31, 2015	394,997	\$ 23.44	4.2	\$ 3,656

During the years ended December 31, 2014, and 2013, the total intrinsic value of options exercised was \$13.9 million, and \$44.6 million. The assumptions used in the Company's Black Scholes valuation were as follows:

	Year ended December 31,		
	2015	2014	2013
Dividend yield	1.5% - 2.4%	1.5% - 1.9%	1.0% - 1.4%
Expected term	6.3 years	6.3 years	4.8 years
Volatility	31.1% - 38.3%	37.6% - 37.9%	35.9% - 40.5%
Risk free rate	1.3% - 1.9%	1.7% - 1.9%	0.7% - 1.4%

The option term has been estimated by considering both the vesting period and the contractual term. Volatility is estimated utilizing a peer group average. The Black Scholes valuation resulted in a weighted average grant date fair value in 2015, 2014 and 2013 of \$15.64, \$11.08 and \$16.16, respectively.

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NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Restricted Stock Awards

Under the 2015 Stock Plan, the Company granted time-based and performance-based restricted stock and restricted stock units. Time-based awards vest over a period of three years. Performance-based awards vest after a period of three years and the achievement of performance targets; based on the extent to which the targets are achieved, vested shares may range from 0% to 200% of the original share amount. Compensation expense related to the performance-based awards is adjusted as necessary to reflect changes in the probability that the vesting criteria will be achieved.

The following table sets forth a summary of restricted stock awards granted under the 2015 Stock Plan:

	Time-Based		Performance-Based	
	Shares	Wtd Avg Grant Date Fair Value	Shares	Wtd Avg Grant Date Fair Value
Outstanding at December 31, 2014	122,681	\$ 38.04	41,656	\$ 44.64
Granted	141,701	\$ 47.85	106,314	\$ 49.00
Vested	(55,448)	\$ 35.22	—	\$ —
Forfeited	(14,663)	\$ 38.64	(7,054)	\$ 46.02
Outstanding at December 31, 2015	194,271	\$ 45.95	140,916	\$ 47.86

The total intrinsic value of time-based restricted stock awards vested was \$2.4 million, \$4.3 million and \$3.8 million for the years ended December 31, 2015, 2014 and 2013, respectively. The total intrinsic value of restricted stock awards outstanding at December 31, 2015 was \$6.0 million and \$4.4 million for time-based and performance-based awards, respectively. The weighted average grant date fair value of time-based and performance-based restricted stock awards granted was \$43.38 and \$44.62 in 2014 and \$50.39 and \$45.76 in 2013, respectively.

NOTE 15. RETIREMENT PLANS

The Company sponsors a 401(k) defined contribution savings plan covering substantially all employees. Full time employees who have completed 30 days of service and part time employees who have completed 1000 hours of service are eligible to participate in the plan. The plan provides for employee contributions of 1% to 80% of individual compensation into deferred savings, subject to IRS limitations. The plan provides for Company contributions upon the employee meeting the eligibility requirements. The Company match consists of both a fixed and a discretionary match. The fixed match is 50% on the first 3% of the salary that an employee defers and the discretionary match could be up to an additional 50% match on the 3% deferral. A discretionary match can be approved at any time by the Company.

An employee becomes vested in the Company match portion as follows:

<u>Years of Service</u>	<u>Percent Vested</u>
0-1	0%
1-2	33%
2-3	66%
3+	100%

The Company made cash contributions to the 401(k) plan of \$1.5 million, \$1.5 million and \$2.4 million for the years ended December 31, 2015, 2014 and 2013, respectively.

The Company has a Non-qualified Deferred Compensation Plan that provides benefits payable to certain eligible associates upon their retirement or their designated beneficiaries upon death. This plan allows participants the opportunity to defer pretax amounts ranging from 2% to 100% of their base compensation plus bonuses. During 2015 and 2014, the Company elected to match a percentage of the contributions from employees. For each of the years ended December 31, 2015 and 2014, this contribution was \$0.3 million.

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 16. SEGMENTS

The Company aggregates its operating segments into three reportable segments, which include Retail, Franchising, and Manufacturing/Wholesale. The Company's chief operating decision maker, its Chief Executive Officer, evaluates segment operating results based primarily on performance indicators, including revenue and operating income. Operating income of each reportable segment excludes certain items that are managed at the consolidated level, such as warehousing, distribution and other corporate costs. The Company's long-lived asset impairment charge of \$28.3 million along with the \$2.7 million loss on sale related to Discount Supplements recorded in 2015 is included in the Company's Retail reporting segment as described in Note 5 "Goodwill and Intangible Assets, Net." In addition, the Company recorded a charge for \$9.5 million included in Corporate related to a legal settlement as described in Note 11 "Commitments and Contingencies." The following table represents key financial information for each of the Company's reportable segments:

	Year ended December 31,		
	2015	2014	2013
	(in thousands)		
Revenue:			
Retail	\$ 1,945,197	\$ 1,939,150	\$ 1,926,770
Franchise	458,335	432,828	436,917
Manufacturing/Wholesale:			
Intersegment revenues	267,377	291,220	318,766
Third party	235,680	241,176	263,074
Subtotal Manufacturing/Wholesale	503,057	532,396	581,840
Subtotal segment revenues	2,906,589	2,904,374	2,945,527
Elimination of intersegment revenues	(267,377)	(291,220)	(318,766)
Total revenue	\$ 2,639,212	\$ 2,613,154	\$ 2,626,761
Operating income:			
Retail	\$ 308,303	\$ 348,952	\$ 362,658
Franchise	164,525	157,342	153,545
Manufacturing/Wholesale	90,292	89,921	104,709
Corporate and other costs:			
Warehousing and distribution costs	(71,673)	(68,283)	(77,101)
Corporate costs	(98,340)	(88,420)	(83,313)
Subtotal corporate and other costs	(170,013)	(156,703)	(160,414)
Total operating income	393,107	439,512	460,498
Interest expense, net	50,936	46,708	53,029
Income before income taxes	\$ 342,171	\$ 392,804	\$ 407,469

GNC HOLDINGS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Year ended December 31		
	2015	2014	2013
	(in thousands)		
Depreciation and amortization:			
Retail	\$ 33,405	\$ 34,653	\$ 30,769
Franchise	3,047	3,020	3,004
Manufacturing / Wholesale	10,582	10,725	11,003
Corporate / Other	10,203	7,939	7,038
Total depreciation and amortization	\$ 57,237	\$ 56,337	\$ 51,814
Capital expenditures:			
Retail	\$ 30,600	\$ 36,627	\$ 34,835
Franchise	221	222	229
Manufacturing / Wholesale	5,662	5,903	8,464
Corporate / Other	9,344	27,703	6,719
Total capital expenditures	\$ 45,827	\$ 70,455	\$ 50,247
Total revenues by geographic areas:			
United States	\$ 2,478,687	\$ 2,440,836	\$ 2,486,542
Foreign	160,525	172,318	140,219
Total revenues	\$ 2,639,212	\$ 2,613,154	\$ 2,626,761

	As of December 31	
	2015	2014
	(in thousands)	
Total assets:		
Retail	\$ 1,505,286	\$ 1,574,332
Franchise	512,102	511,701
Manufacturing / Wholesale	400,048	406,797
Corporate / Other	134,583	184,970
Total assets	\$ 2,552,019	\$ 2,677,800
Property, plant, and equipment, net:		
United States	\$ 221,049	\$ 223,068
Foreign	9,486	9,329
Total property, plant and equipment, net	\$ 230,535	\$ 232,397

GNC HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Retail Revenue

The following table represents sales by product category in the Retail reportable segment:

	Year ended December 31,		
	2015	2014	2013
	(in thousands)		
Retail Product Categories:			
VMHS	\$ 626,626	\$ 649,110	\$ 663,625
Sports nutrition	778,813	759,819	764,908
Diet	201,400	193,830	198,834
Other wellness	108,500	110,594	92,123
Other ^(*)	229,858	225,797	207,280
Total retail revenue	\$ 1,945,197	\$ 1,939,150	\$ 1,926,770

(*) Includes revenue primarily related to Canada operations, Lucky Vitamin, Discount Supplements and The Health Store, whose sales categories are not consistent with domestic point of sales system, and deferred Gold Card revenue.

Franchise Revenue

The following is a summary of the Company's revenue by type in the Franchise reportable segment:

	Year ended December 31,		
	2015	2014	2013
	(in thousands)		
Product sales	\$ 387,716	\$ 358,247	\$ 363,810
Royalties	58,306	59,561	58,247
Franchise fees	6,129	7,076	7,936
Other	6,184	7,944	6,924
Total franchise revenue	\$ 458,335	\$ 432,828	\$ 436,917

Manufacturing/Wholesale sales are generated from sales of manufactured products to third parties, primarily in the VMHS product category, and intersegment sales.

NOTE 17. QUARTERLY FINANCIAL INFORMATION

The following table summarizes the Company's 2015 and 2014 quarterly results:

	Three months ended (unaudited)				Year ended
	March 31, 2015 ⁽¹⁾	June 30, 2015	September 30, 2015	December 31, 2015	December 31, 2015
	(In thousands, except per share amounts)				
Total revenue	\$ 670,247	\$ 678,520	\$ 672,244	\$ 618,201	\$ 2,639,212
Gross profit	249,433	256,332	250,644	228,234	984,643
Operating income	109,605	117,638	82,150	83,714	393,107
Net income	63,270	67,357	45,750	42,922	219,299
Weighted average shares outstanding:					
Basic	87,865	85,501	83,669	78,775	83,927
Diluted	88,105	85,777	83,958	79,008	84,186
Earnings per share:					
Basic ⁽²⁾	\$ 0.72	\$ 0.79	\$ 0.55	\$ 0.54	\$ 2.61
Diluted ⁽²⁾	\$ 0.72	\$ 0.79	\$ 0.54	\$ 0.54	\$ 2.60

	Three months ended (unaudited)				Year ended
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014	December 31, 2014
	(In thousands, except per share amounts)				
Total revenue	\$ 674,456	\$ 675,216	\$ 656,326	\$ 607,156	\$ 2,613,154
Gross profit	253,719	258,580	247,748	220,193	980,240
Operating income	121,255	121,051	108,725	88,481	439,512
Net income	69,903	69,887	64,314	51,768	255,872
Weighted average shares outstanding:					
Basic	92,975	90,414	89,814	88,824	90,493
Diluted	93,684	90,931	90,233	89,044	90,918
Earnings per share:					
Basic ⁽²⁾	\$ 0.75	\$ 0.77	\$ 0.72	\$ 0.58	\$ 2.83
Diluted ⁽²⁾	\$ 0.75	\$ 0.77	\$ 0.71	\$ 0.58	\$ 2.81

(1) Refer to Note 2, "Basis of Presentation and Summary of Significant Accounting Policies" for details with respect to the correction of a \$2.8 million immaterial error relating to prior periods in the calculation of the portion of the accrued payroll liability relating to certain amounts paid to store employees.

(2) Quarterly results for earnings per share may not add to full year results due to rounding.

NOTE 18. SUBSEQUENT EVENTS

On January 28, 2016, the Company's Board of Directors authorized and declared a cash dividend for the first quarter of 2016 of \$0.20 per share of common stock, payable on or about March 25, 2016 to stockholders of record as of the close of business on March 11, 2016.

EXHIBIT Q

Subordination Agreements

SUBORDINATION AGREEMENT FOR SUBLESSEES

This Subordination Agreement for Sublessees (this "Agreement") is made as of the ____ day of _____, 20__ between _____ ("Customer"); ("Bank"); and GENERAL NUTRITION CORPORATION, 300 Sixth Avenue, Pittsburgh, PA 15222 ("GNC").

WHEREAS, GNC has entered, or will enter, into a Franchise Agreement and a Sublease with the Customer for a General Nutrition Center franchise ("GNC Store") to be located at _____ (the "Leased Premises");

WHEREAS, the Bank has agreed to provide certain credit to the Customer for the purpose of financing the purchase by the Customer of certain equipment, furnishings, fixtures, machinery and leasehold improvements which shall be present at the Leased Premises;

WHEREAS, the Bank has also agreed to provide certain credit to the Customer for the purpose of financing the purchase by the Customer of certain inventory present in the GNC Store which includes GNC branded inventory and inventory manufactured by third parties (the "Inventory");

WHEREAS, GNC has filed, or will file a UCC Financing Statement to perfect its lien on the fixtures, furnishings, equipment, and machinery (the "Fixed Assets"), as well as the Inventory present at the Leased Premises, and/or GNC, as sublessor, has an automatic lien in the Fixed Assets and Inventory present at the Leased Premises;

WHEREAS, the granting of credit by the Bank to the Customer is conditional upon GNC executing this Agreement and subordinating its security interests.

NOW THEREFORE, in consideration of the Bank granting said credit to the Customer and thereby enabling the Customer to carry on business and in consideration of the sum of Ten Dollars (\$10.00) plus other good and valuable consideration now paid by the Bank to GNC (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. Subordination of Security Interest by GNC. GNC does hereby subordinate any security interest that GNC has or may in the future obtain in the Fixed Assets and Inventory to and in favor of the Bank's security interest subject to the conditions listed below:

- a. The subordination of GNC's security interest to the Bank will give the Bank priority over GNC to the Fixed Assets and Inventory, regardless of the terms and conditions of the Franchise Agreement, Sublease and any other agreement between GNC and the Customer, the dates of registration of the security interest and the dates of default by the Customer or any defects in the perfection of the security interest.
- b. The subordination of GNC's security interest in the Fixed Assets and Inventory will also entitle the Bank to receive, in priority over GNC, the proceeds of realization, sale, foreclosure, destruction or other disposition of the Fixed Assets and Inventory, including but not limited to, any insurance proceeds pertaining to the Fixed Assets and Inventory.

2. Termination of the Franchise Agreement, Sublease or Loan. Upon expiration or termination of the Franchise Agreement, Sublease, or Loans with the Bank, GNC shall have the right to purchase from the Bank or Customer, as applicable, the Fixed Assets or Inventory as outlined below:

- a. Fixed Assets for their depreciated value based upon a 5 year, straight line depreciation schedule.
 - b. All saleable Inventory as follows:
 - i. Saleable Inventory originally purchased from GNC for (A) 50% of the current wholesale cost charged by GNC, in the case of GNC-branded products and (B) in the case of third-party products originally purchased by Customer from GNC, 30% of the cost for which such products were originally purchased from GNC, according to the applicable invoice. Inventory is considered unsaleable if it expires within 180 days of the sell-by date on third party items, 90 days of the sell-by date on GNC branded Inventory and 60 days of the sell-by date on food;
 - ii. GNC shall have the right to refuse to purchase Fixed Assets or Inventory for any reason.
 - c. All unsaleable Inventory bearing the GNC trademarks shall be destroyed by GNC, and no consideration shall be paid by GNC to the Bank or the Customer for those items.
 - d. GNC shall provide the Bank with written notice that it will purchase all or a part of the saleable Inventory and Fixed Assets within 30 days of receipt or issuance of notice of expiration or termination, by providing written notice to the Bank at the address written previously. GNC will not seize the Fixed Assets or Inventory from the Leased Premises until a date agreed upon by the parties to this Agreement. The Customer agrees to allow GNC to reenter the Leased Premises to remove such Inventory and Fixed Assets on the date agreed upon by the parties. If GNC waives its rights, the Bank shall have the right to sell the Fixed Assets or Inventory to a third party without providing compensation to GNC for such sale.
 - e. The Bank agrees that if the Customer abandons the GNC Store or otherwise ceases to operate the GNC Store for any reason, GNC will have the option to reenter and operate the GNC Store by using the Fixed Assets or Inventory. GNC agrees that in such a case, if any Loan of the Customer is outstanding which is secured by the Fixed Assets or Inventory, it will purchase the Fixed Assets and Inventory in accordance with the terms and conditions outlined previously.
3. Notice of Default. GNC and the Bank agree to provide the other with written notice of default, expiration, termination, satisfaction or cancellation of the Franchise Agreement, Sublease, Loan, or other agreement between the parties.
4. Status of Franchise Agreement. GNC certifies that the Customer's Franchise Agreement and Sublease are in full force and effect, and GNC has sent no official notice of default to the Customer under the Franchise Agreement or Sublease that remains uncured on the date hereof.
5. Term of Agreement. This Agreement automatically terminates in the event of the earlier to occur of: (a) termination occurs under the Franchise Agreement or Sublease; (b) the Loan is paid in full; (c) the Fixed Assets and Inventory no longer form part of the Bank's security; or (d) the SBA no longer has any interest in the Loan.
6. Release of GNC by Customer. Customer acknowledges that this is a general release. Customer hereby releases GNC and all of its Affiliates and subsidiaries and their respective parents, officers,

shareholders, employees, agents, representatives, attorneys, predecessors, successors, or assigns, from any and all past, present, and future claims, demands, actions, causes of action, or damages, whether known or unknown, direct or indirect, foreseen or unforeseen, now existing or hereinafter arising in favor of Customer, directly or indirectly, including, but not limited to, claims which are the subject matter of the Franchise Agreement, Sublease or any other agreement with GNC, its Affiliates, successors or assigns.

7. Assignment. This Agreement is not transferable or assignable.

8. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and the forum for any action arising out of, concerning, or in any way relating to this Agreement shall be in state or federal courts in Allegheny County, Pennsylvania, provided that, if there is subject matter jurisdiction, the forum for such action shall be in the federal district courts of the Western District of Pennsylvania.

9. Entire Agreement. The parties agree that this Agreement constitutes the full, final, and complete agreement of the parties and supersedes all other written or oral exchanges, arrangements, or negotiations between the parties concerning the subject matter of this Agreement. The parties further acknowledge and state that there are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter of this Agreement that are not fully expressed and incorporated herein; provided, that nothing in this Agreement is intended to disclaim the representations made in GNC's Franchise Disclosure Document.

10. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and shall be deemed not to affect the meaning or construction of any provision hereof.

11. Partial Invalidity. If any terms or conditions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall nevertheless survive and be binding upon the parties hereto.

12. Binding Effect. Subject to the provisions governing assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the respective parties hereto and shall take effect upon acceptance and execution by the Bank, the Customer and GNC.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall be considered one and the same instrument.

14. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written.

GNC: GENERAL NUTRITION CORPORATION

CUSTOMER: _____

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

BANK: _____

By: _____
Print Name: _____
Title: _____

SUBORDINATION AGREEMENT FOR DIRECT LESSEES

This Subordination Agreement for Direct Lessees (this "Agreement") is made as of the ____ day of _____, 20____ between _____ ("Customer"); _____ ("Bank"); and GENERAL NUTRITION CORPORATION, 300 Sixth Avenue, Pittsburgh, PA 15222 ("GNC").

WHEREAS, GNC has entered, or will enter, into a Franchise Agreement with the Customer for a General Nutrition Center franchise to be located at _____ (the "GNC Store");

WHEREAS, the Bank has agreed to provide certain credit to the Customer for the purpose of financing the purchase by the Customer of certain equipment, furnishings, fixtures, machinery and leasehold improvements which shall be present at the GNC Store;

WHEREAS, the Bank has also agreed to provide certain credit to the Customer for the purpose of financing the purchase by the Customer of certain inventory present in the GNC Store which includes GNC branded inventory and inventory manufactured by third parties (the "Inventory");

WHEREAS, GNC has filed, or will file a UCC Financing Statement to perfect its lien on the fixtures, furnishings, equipment, and machinery (the "Fixed Assets"), as well as the Inventory present at the GNC Store;

WHEREAS, the granting of credit by the Bank to the Customer is conditional upon GNC executing this Agreement and subordinating its security interests.

NOW THEREFORE, in consideration of the Bank granting said credit to the Customer and thereby enabling the Customer to carry on business and in consideration of the sum of Ten Dollars (\$10.00) plus other good and valuable consideration now paid by the Bank to GNC (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. Subordination of Security Interest by GNC. GNC does hereby subordinate any security interest that GNC has or may in the future obtain in the Fixed Assets and Inventory to and in favor of the Bank's security interest subject to the conditions listed below:

- a. The subordination of GNC's security interest to the Bank will give the Bank priority over GNC to the Fixed Assets and Inventory, regardless of the terms and conditions of the Franchise Agreement and any other agreement between GNC and the Customer, the dates of registration of the security interest and the dates of default by the Customer or any defects in the perfection of the security interest.
- b. The subordination of GNC's security interest in the Fixed Assets and Inventory will also entitle the Bank to receive, in priority over GNC, the proceeds of realization, sale, foreclosure, destruction or other disposition of the Fixed Assets and Inventory, including but not limited to, any insurance proceeds pertaining to the Fixed Assets and Inventory.

2. Termination of the Franchise Agreement, Lease or Loan. Upon expiration or termination of the Franchise Agreement, GNC Store lease, or Loans with the Bank, GNC shall have the right to purchase Inventory bearing GNC's trademarks and any Fixed Assets, fixtures, furniture or equipment bearing GNC's trademarks or containing information proprietary to GNC as outlined below:

- a. All saleable Inventory bearing GNC's trademarks for the current wholesale cost charged by GNC. Inventory is considered unsaleable if it expires within 90 days of the sell-by date. All unsaleable Inventory bearing the GNC trademarks shall be destroyed by GNC, and no consideration shall be paid by GNC to the Bank or Customer for those items.
 - b. All Fixed Assets bearing GNC's trademarks or containing information proprietary to GNC for its depreciated value based upon a 5 year, straight line depreciation schedule.
 - c. GNC shall provide the Bank with written notice that it will purchase all or a part of the Inventory or Fixed Assets described in 2a and 2b herein within 30 days of receipt or issuance of notice of expiration or termination, by providing written notice to the Bank at the address written previously. GNC will not seize the Inventory or Fixed Assets described in 2a and 2b herein from the GNC Store until a date agreed upon by the parties to this Agreement. If GNC waives its rights, the Bank shall have the right to sell all Fixed Assets or Inventory to a third party without providing compensation to GNC for such sale.
 - d. The Customer agrees to allow GNC to reenter the GNC Store to remove the Inventory and Fixed Assets described in 3a and 3b herein on a date agreed upon by the parties.
3. Notice of Default. GNC and the Bank agree to provide the other with written notice of default, expiration, termination, satisfaction or cancellation of the Franchise Agreement, Loan, or other agreement between the parties.
4. Status of Franchise Agreement. GNC certifies that the Customer's Franchise Agreement is in full force and effect, and GNC has sent no official notice of default to the Customer under the Franchise Agreement that remains uncured on the date hereof.
5. Term of Agreement. This Agreement automatically terminates in the event: (a) Termination occurs under the Franchise Agreement or GNC Store Lease; (b) the Loan is paid in full; (c) the Fixed Assets and Inventory no longer form part of the Bank's security; or (d) the SBA no longer has any interest in the Loan.
6. Release of GNC by Customer. Customer acknowledges that this is a general release. Customer hereby releases GNC and all of its affiliates and subsidiaries and their respective parents, officers, shareholders, employees, agents, representatives, attorneys, predecessors, successors, or assigns, from any and all past, present, and future claims, demands, actions, causes of action, or damages, whether known or unknown, direct or indirect, foreseen or unforeseen, now existing or hereinafter arising in favor of Customer, directly or indirectly, including, but not limited to, claims which are the subject matter of the Franchise Agreement or any other agreement with GNC, its affiliates, successors or assigns.
7. Assignment. This Agreement is not transferable or assignable.
8. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and the forum for any action arising out of, concerning, or in any way relating to this Agreement shall be in state or federal courts in Allegheny County, Pennsylvania, provided that, if there is subject matter jurisdiction, the forum for such action shall be in the federal district courts of the Western District of Pennsylvania.
9. Entire Agreement. The parties agree that this Agreement constitutes the full, final, and complete agreement of the parties and supersedes all other written or oral exchanges, arrangements, or negotiations between the parties concerning the subject matter of this Agreement. The parties further acknowledge and state that there are no representations, agreements, arrangements, or understandings, oral or written,

concerning the subject matter of this Agreement that are not fully expressed and incorporated herein; provided, that nothing in this Agreement is intended to disclaim the representations made in GNC's Franchise Disclosure Document.

10. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and shall be deemed not to affect the meaning or construction of any provision hereof.

11. Partial Invalidity. If any terms or conditions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall nevertheless survive and be binding upon the parties hereto.

12. Binding Effect. Subject to the provisions governing assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the respective parties hereto and shall take effect upon acceptance and execution by the Bank, the Customer and GNC.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall be considered one and the same instrument.

14. Defined Terms. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written.

GNC: GENERAL NUTRITION CORPORATION

CUSTOMER: _____

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

BANK: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT R

List of Training Instructors

Training Instructors

Instructor	Subject(s) Taught	Experience in the Field* (Yrs)	Experience with Franchisor (Yrs)*
Vince Barbaro	Introduction to Franchising/Business Planning/Exception Report/Gold Card/Product Margins/P3/CS Video/Ace Report/Office and Store Setup/Local Marketing/Distribution Center Tour/Ross Park Store Visit/Franchise Test/Review Test Results/Phase III Checklist	10	10
Alex Shewczyk	Local Marketing	5	2
Doug Taylor	GNFS/PNC	9	9
Laura Caruso	Credit Card Processing	15	15
Scott Whetsell	Credit Card Processing	15	2
Brian Rider and Amy Deponte	Recruiting and Hiring/Basic Nutrition/Selling Sports Product and Diet Training	16 3	3 2.5
John Truel	Customer Service	22	2.5
Al Wezorek	Genesis	45	35
Rick Measures	Store Maintenance and Quality Control	6	6
Dave Sullivan	Legal	22	22
April Hayes	Real Estate	23	21
Ed Kennedy	Construction	16	16
Todd Fabian	Business Insurance	25	4
Dave Florian	NutriMarket and How to Order	16.5	16.5
Suzanne Currier	In-store Communication and Marketing	19	4.5
Christina Mann	Downstairs Store Walkthrough/Merchandising	9	8
Jenna O'Connor	Customer Marketing	19	6.5
Shawn Freeman	E-commerce	13	7
Laura Chabrier	Loss Prevention	20	20
Michael Lugar	Loss Prevention	3	1
Kelly Merkle	Social Media	4	4
Kris Anderson	GNC Brand Review	17	2
Justin Moore	GNC Brand Review	11	11
John Telencho	GNC Brand Review	21	21
Wendy Malins	Credit and Collections	19	1.5
Sandy Weatherton	Oliver/Oliver Test	27	27

* Includes only experience relevant to the subject taught and the Franchisor's operations

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If General Nutrition Corporation offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If General Nutrition Corporation does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a materials omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

General Nutrition Corporation authorizes the agents listed in Exhibit B to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise:

- Greg Johnston
Director of Franchise Development
300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
(412) 288-4600
- _____

300 Sixth Avenue
Pittsburgh, Pennsylvania 15222
(412) 288-4600

Issuance Date: April 27, 2016

I received a disclosure document dated April 27, 2016 (See state registration page for state registration effective dates) that included the following Exhibits:

(A) List of State Administrators; (B) Agents for Service of Process; (C) Table of Contents of Operations Manual; (D) State Addenda to the Disclosure Document; (E) Franchise Agreement; (F) Area Development Agreement; (G) Product Sales Agreement; (H) Asset Purchase and Sale Agreement; (I) Equipment and Inventory Promissory Note; (J) Purchase Money Security Agreement; (K) Sublease; (L-1) Negotiating a Landlord Proposal; (L-2) Factors to Consider When Selecting Real Estate; (L-3) Construction Exhibit; (M) P.O.S. License Agreement; (N) Confidentiality Statement; (O-1) List of Franchisees; (O-2) List of Former Franchisees; (P-1) Guarantee of Performance by GNC Holdings, Inc.; (P-2) Audited Financial Statements; (Q) Subordination Agreements; and (R) List of Training Instructors.

Date

Franchise Prospect
Printed Name: _____

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If General Nutrition Corporation offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If General Nutrition Corporation does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a materials omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit A.

General Nutrition Corporation authorizes the agents listed in Exhibit B to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise:

- | | |
|--|--------------------------------|
| <input type="checkbox"/> Greg Johnston | <input type="checkbox"/> _____ |
| Director of Franchise Development | _____ |
| 300 Sixth Avenue | 300 Sixth Avenue |
| Pittsburgh, Pennsylvania 15222 | Pittsburgh, Pennsylvania 15222 |
| (412) 288-4600 | (412) 288-4600 |

Issuance Date: April 27, 2016

I received a disclosure document dated April 27, 2016 (See state registration page for state registration effective dates) that included the following Exhibits:

- (A) List of State Administrators; (B) Agents for Service of Process; (C) Table of Contents of Operations Manual; (D) State Addenda to the Disclosure Document; (E) Franchise Agreement; (F) Area Development Agreement; (G) Product Sales Agreement; (H) Asset Purchase and Sale Agreement; (I) Equipment and Inventory Promissory Note; (J) Purchase Money Security Agreement; (K) Sublease; (L-1) Negotiating a Landlord Proposal; (L-2) Factors to Consider When Selecting Real Estate; (L-3) Construction Exhibit; (M) P.O.S. License Agreement; (N) Confidentiality Statement; (O-1) List of Franchisees; (O-2) List of Former Franchisees; (P-1) Guarantee of Performance by GNC Holdings, Inc.; (P-2) Audited Financial Statements; (Q) Subordination Agreements; and (R) List of Training Instructors.

Date

Franchise Prospect
Printed Name: _____