



Registration of a Charge

Company Name: **AVON COSMETICS LIMITED**

Company Number: **00592235**



Received for filing in Electronic Format on the: **25/04/2024**

XD1RLSDN

Details of Charge

Date of creation: **25/04/2024**

Charge code: **0059 2235 0005**

Persons entitled: **NATURA &CO UK HOLDINGS LIMITED**

Brief description: **PATENTS: COSMETIC COMPOSITION WITH ENCAPSULATED PIGMENTS AND A METHOD FOR USING. COUNTRY: UNITED KINGDOM. GRANT NUMBER: 1959922. GRANT DATE: 23-JUN-21. APPLICATION NUMBER: 06826598.2. APPLICATION DATE: 23-OCT-2006. STATUS: GRANTED. APPLICANT/OWNER: AVON PRODUCTS, INC. FOR FURTHER DETAILS, PLEASE REFER TO CLAUSE 4.7 (INTELLECTUAL PROPERTY) AND SCHEDULE 8 (THE SCHEDULED INTELLECTUAL PROPERTY) OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SARAH HYLAND**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 592235

Charge code: 0059 2235 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th April 2024 and created by AVON COSMETICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2024 .

Given at Companies House, Cardiff on 26th April 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Execution Version

DEBENTURE

dated

25 **APRIL 2024**

by

**THE COMPANIES LISTED IN SCHEDULE 1
as Chargors**

and

**NATURA & CO UK HOLDINGS LIMITED
as Chargee**

**Baker
McKenzie.**

Baker & McKenzie LLP
280 Bishopsgate
London EC2M 4RB
United Kingdom
www.bakermckenzie.com

CONTENTS

Clause	Page
1. Definitions and interpretation	4
2. Covenant to pay	14
3. Provisions applicable to all Security created	14
4. Creation of Security	15
5. Crystallisation of the floating charge	17
6. The Chargors' undertakings.....	18
7. Perfection	20
8. Real Property	23
9. Investments.....	25
10. Accounts.....	28
11. Insurance Policies	29
12. Relevant Contracts.....	30
13. Plant and Equipment	31
14. Intellectual Property	32
15. Representations And Warranties	33
16. Payment Mechanics	38
17. Enforcement of Security.....	39
18. Appointment and removal of Receivers and administrators.....	41
19. Powers and status of Receiver	42
20. Application of Proceeds	42
21. Protection of purchasers	43
22. Preservation of Security	43
23. Further assurance	46
24. Consequences of a Chargor's failure to act.....	47
25. Power of attorney	47
26. Conversion of moneys received.....	48
27. Release of Security	48
28. Assignment and Transfer	48
29. Powers of delegation and discretion	48
30. Protection of the Chargee	49

31.	Costs and expenses	50
32.	Other indemnities.....	50
33.	Notices	51
34.	Calculations and certificates.....	53
35.	Joint and Several.....	53
36.	Partial invalidity.....	54
37.	Remedies and waivers.....	54
38.	Amendments and waivers	54
39.	Counterparts	54
40.	Governing law	54
41.	Jurisdiction	54
	Schedule 1.....	56
	The Chargors.....	56
	Schedule 2.....	57
	The Scheduled Real Property.....	57
	Part I.....	57
	Registered Land	57
	Part II.....	57
	Unregistered Land.....	57
	Schedule 3.....	58
	The Scheduled Investments	58
	Schedule 4.....	69
	Details of Accounts.....	69
	Schedule 5.....	72
	The Scheduled Insurance Policies.....	72
	Schedule 6.....	78
	The Scheduled Relevant Contracts.....	78
	Schedule 7.....	79
	The Scheduled Plant and Equipment.....	79
	Schedule 8.....	80
	The Scheduled Intellectual Property.....	80
	Part I.....	80
	Patents.....	80
	Part II.....	83
	Trademarks	83
	Part III.....	130
	Designs	130
	PART IV.....	130
	Domain Names.....	130
	Schedule 9.....	132
	Form of Account Notice	132
	Schedule 10.....	134
	Form of Insurance Policies Notice	134
	Schedule 11.....	136
	Form of Relevant Contracts Notice.....	136

Schedule 12.....138

Form of Legal Charge.....138

DEBENTURE

This Debenture is dated 25 April 2024

Between

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (the "**Chargors**" and each, a "**Chargor**");
- (2) **NATURA &CO UK HOLDINGS LIMITED** (the "**Chargee**" and the "**Lender**") as lender pursuant to the Credit Agreement (defined below);

RECITALS

- A. The Chargors are entering into this Debenture in connection with the Credit Agreement (as defined below).
- B. Each Chargor has agreed to provide Security to the Chargee to secure the payment and discharge of the Secured Liabilities.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless defined in this Debenture, or the context otherwise requires, terms defined in the Credit Agreement have the same meanings in this Debenture and each Legal Charge. In addition, in this Debenture and each Legal Charge:

"2024 Debenture" means the debenture dated 23 April 2024 and made between Natura &Co Luxembourg Holdings S.à r.l. as lender and chargee, Natura &Co Holding S.A. and Natura Cosmetics S.A. as lenders and the chargors listed in Schedule 1 thereto, including Avon Cosmetics Limited, as borrower.

"Account" means any account in the name of a Chargor, or in which a Chargor has an interest, with any bank, building society, financial institution or other person including, without limitation, those specified in Schedule 4 (*Details of Accounts*) as any of them may from time to time be re-designated or re-numbered, including any sub-division or sub-account of any of them and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on all such Accounts.

"Authorisation" means an authorisation, permission, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Borrower" means Avon Products, Inc., a corporation registered in New York with registration number 13-0544597.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and New York.

"Cash Pooling Agreement" means the cash pooling agreement dated 11 November 2021 and entered into between, among others, the Chargee, Citibank, N.A. and the Borrower.

"Charged Intellectual Property" means all the Intellectual Property of each Chargor (whether legally or beneficially held, or whether licensed from a third party), including all of the Scheduled Intellectual Property and all of each Chargor's other Intellectual Property from time to time including all rights, title and interest in any Intellectual Property acquired, developed, created or otherwise obtained, or entered into, on or after the date of this Debenture.

"Charged Property" means all the assets of the Chargors (including all Charged Intellectual Property) which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created in favour of the Chargee under this Debenture and any Legal Charge.

"Collateral Rights" means all rights, powers and remedies of the Chargee provided by or pursuant to this Debenture or any Legal Charge or by law.

"Credit Agreement" means the secured promissory note dated 8 August 2023 and made between amongst others, the Lender and the Chargors (as borrower and guarantors), as amended and restated by the New York law governed credit agreement between, amongst others, the Lender and the Chargors (as borrower and guarantors), dated 13 December 2023.

"Default" has the meaning given to that term in the Credit Agreement.

"Default Rate" means the default interest rate determined by the Chargee.

"Delegate" means any delegate, agent, nominee, attorney or co-trustee appointed by the Chargee.

"EC(TE)A 2022" means the Economic Crime (Transparency and Enforcement) Act 2022.

"Event of Default" has the meaning given to that term in the Credit Agreement.

"Existing Security" means:

- (a) security created, given or granted to Natura &Co UK Holdings Limited in relation to the Credit Agreement;
- (b) security created, given or granted to Natura &Co Luxembourg Holdings S.à r.l. in relation to the secured promissory note dated 8 August 2023 made between Natura &Co Luxembourg Holdings S.à r.l. as lender and Avon Cosmetics Limited, as borrower, as amended and restated by the secured credit and guaranty agreement dated 13 December 2023 and made between Natura &Co Luxembourg Holdings S.à r.l. as lender and Avon Cosmetics Limited, as borrower; and
- (c) the 2024 Debenture and any security created, given or granted to Natura &Co Luxembourg Holdings S.à r.l. as security agent in relation to the secured credit and guaranty agreement dated 20 April 2024 and made between Natura &Co Luxembourg Holdings S.à r.l., Natura &Co Holding S.A. and Natura Cosméticos S.A. as lenders and Avon Cosmetics Limited, as borrower.

"FATCA" means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or
- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Deduction" means a deduction or withholding from a payment under the Credit Agreement required by FATCA.

"Financial Collateral" has the meaning given to that term by the Regulations.

"Fixtures" means fixtures, fittings and fixed plant, machinery and apparatus.

"Group" means each Chargor and each Chargor's Subsidiaries.

"Group Liabilities" means all present and future obligations and liabilities which are at any time, or are expressed to be, or may become, due, owing or payable by any member of the Group or Subsidiary of any member of the Group, both actual and contingent and whether incurred solely or jointly or severally, as principal or surety or in any other capacity.

"Guarantors" has the meaning given to such term in the Credit Agreement.

"IA 1986" means the Insolvency Act 1986.

"Insurance Policy" means each Scheduled Insurance Policy and any other policy of insurance or life assurance in or under which a Chargor may from time to time have an interest (as amended, replaced or supplemented).

"Intellectual Property" means all rights, title and interest in and to:

- (a) patents and patent applications (and all inventions and improvements described and claimed therein);
- (b) trademarks, service marks, logos, trade and business names, rights in get-up and trade dress, rights to brand related goodwill, rights to sue for passing off and rights in designs;
- (c) rights in domain names, image rights and rights of personality and publicity;
- (d) copyrights, related rights and moral rights and rights in respect of databases;
- (e) rights in information including trade secrets and knowhow;
- (f) all other intellectual property rights and interests, whether registered or unregistered; and
- (g) all applications and rights to apply for the protection of any intellectual property rights and any renewals or extensions of such rights.

"Interest Payment Date" has the meaning given to such term in the Credit Agreement.

"Investments" means the Shares and each Chargor's other investments from time to time including:

- (a) securities and investments of any kind (including stocks, shares, bonds, certificates of deposit, debentures, units, depositary receipts, notes, commercial paper, negotiable instruments, warrants and other financial instruments (as defined in the Regulations) and any other instrument creating or acknowledging indebtedness);
- (b) interests in collective investment schemes, partnerships and joint ventures;
- (c) warrants, options and other rights to subscribe for or acquire any securities or investments;
- (d) allotments, accretions, offers, rights, bonuses, benefits and advantages that at any time accrue to or are offered or arise in respect of any securities or investments;

- (e) other rights attaching to or relating to securities or investments including dividends, interest and other distributions paid or payable and all cash or other securities or investments in the future deriving from Investments or such other rights; and
- (f) rights relating to securities and investments, whether held directly by or to the order of any Chargor or by any depositary, investment manager, trustee, nominee, custodian, fiduciary, clearance house or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system or other similar person or their nominee, in each case whether or not on a fungible basis including, without limitation, any contractual rights or any right to delivery of all or any part of the Investments from time to time),

in each case now or in the future owned by it or (to the extent of its interest), in which it now or in the future has an interest.

"Legal Charge" means a charge by way of legal mortgage in respect of all or any part of the Real Property between a Chargor and the Chargee substantially in the form of Schedule 12 (*Form of Legal Charge*).

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

"LPA" means the Law of Property Act 1925.

"Material Adverse Effect" has the meaning given to that term in the Credit Agreement.

"Obligor" means the Borrower and the Guarantors.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which a Charged Property may at any time be subject and includes and guarantee of a tenant's obligations under the same.

"Plant and Equipment" means the Scheduled Plant and Equipment and all of each Chargor's other plant, equipment, machinery, furniture, computers, vehicles, tools and other chattels from time to time or in which it has an interest (excluding any for the time being forming part of the Real Property or any Chargor's stock-in-trade or work-in-progress).

"PSC Notice" means a request for information made pursuant to section 790D and 790E of the Companies Act 2006.

"PSC Restrictions Notice" means a "restrictions notice" and **"PSC Warning Notice"** means a "warning notice", in each case as defined in Paragraph 1(2) of Schedule 1B of the Companies Act 2006.

"Real Property" means the Scheduled Real Property and all of each Chargor's other present or future freehold or leasehold or immovable property and any other interest in land or buildings, situated in England and Wales, including all Fixtures.

"Receivables" means all of each Chargor's right title and interest from time to time in and to all book and other debts and monetary claims of any nature and all other rights to receive money (including but not limited to, any such right, title or interest in any indemnity claim against any Obligor or any other person).

"Receiver" means a receiver or receiver and manager (whether appointed alone or jointly) or an administrative receiver of the whole or any part of the Charged Property.

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) as it forms part of domestic law of the United Kingdom by virtue of the European

Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) and as amended by The Financial Markets and Insolvency (Amendment and Transitional Provision) (EU Exit) Regulations 2019, [SI 2019/341](#) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them.

"Related Rights" means, in respect of the Charged Property or any part of it:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of the Charged Property;
- (b) any moneys, royalties or proceeds paid or payable deriving from, or in relation to, the Charged Property;
- (c) any rights, benefits, claims, guarantees, indemnities, contracts, remedies, Security or covenants for title in relation to the Charged Property;
- (d) all rights of any Chargor against any Obligor falling within paragraph (b) of Clause 22.5 (*Deferral of Chargors' rights*);
- (e) any awards, or judgments in favour of a Chargor in relation to the Charged Property; and
- (f) any other assets deriving from, or relating to, the Charged Property.

"Relevant Contracts" means the Scheduled Relevant Contracts and any other contract which is, or evidences, Group Liabilities or an Occupational Lease or which the Chargee may from time to time designate as a Relevant Contract and, in each case, to which a Chargor is a party or in which it otherwise has an interest.

"Relevant Contractual Rights" means all the present and future rights, title and interest in relation to Relevant Contracts which from time to time are the subject of any Security created, or purported to be created, by or pursuant to this Debenture.

"Relevant Jurisdiction" means, in relation to a Chargor:

- (a) the jurisdiction under whose laws that Chargor is incorporated as at the date of this Debenture;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any of the Transaction Security Documents entered into by it.

"Scheduled Insurance Policy" means each policy of insurance or life assurance the details of which are specified in Schedule 5 (*The Scheduled Insurance Policies*).

"Scheduled Intellectual Property" means each Chargor's UK Intellectual Property that is, as at the date of this Debenture, registered or the subject of an application for registration, the details of which are specified in Schedule 8 (*The Scheduled Intellectual Property*).

"Scheduled Investment Entities" means entities whose shares are subject to Security created this Debenture, the details of which are set out in Schedule 3 (*The Scheduled Investments*).

"Scheduled Investments" means each Chargor's shares the details of which are specified in Schedule 3 (*The Scheduled Investments*).

"Scheduled Plant and Equipment" means each Chargor's plant and equipment the details of which are specified in Schedule 7 (*The Scheduled Plant and Equipment*).

"Scheduled Real Property" means each Chargor's real property the details of which are specified in Schedule 2 (*The Scheduled Real Property*).

"Scheduled Relevant Contracts" means the contracts the details of which are specified in Schedule 6 (*The Scheduled Relevant Contracts*).

"Secured Liabilities" means all of the present and future liabilities and obligations at any time due, owing, payable or incurred by any Obligor to any Secured Party under or pursuant to the Credit Agreement, both actual and contingent (and whether incurred solely or jointly or as principal or surety or in any other capacity) together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension and any liability in respect of further advances under the Credit Agreement;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution;
- (d) any claim as a result of any recovery by any Chargor of a payment, prepayment, repayment, redemption, defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings except for any liabilities that, if secured under this Debenture or any Legal Charge, would result in a contravention by any Chargor of any applicable law.

"Secured Party" means:

- (a) the Lender; and
- (b) any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of this Debenture and ending on the date on which:

- (a) the Chargee is satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full; and
- (b) neither the Chargee nor any other Secured Party has any further commitment, obligation, or liability under or pursuant to the Credit Agreement or otherwise.

"Shares" means:

- (a) all of the shares in the capital of the Scheduled Investment Entities and any member of the Group or any other person, from time to time including, without limitation, the

Scheduled Investments (in each case whether held directly by, to the order or on behalf of the any Chargor or by any trustee, custodian, nominee, fiduciary or settlement or clearance system);

- (b) all rights to subscribe for, convert into, or otherwise acquire such shares; and
- (c) where such shares are held by a trustee, custodian, nominee, fiduciary or settlement or clearance system, all rights against such persons.

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

"Tax" or **"Taxes"** has the meaning given to that term in the Credit Agreement.

"Transaction Security" means the Security created or expressed to be created in favour of the Chargee pursuant to the Transaction Security Documents.

"Transaction Security Documents" means this Debenture, each Legal Charge and any other document entered into by any Chargor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligor under the Credit Agreement.

"UK Intellectual Property" means any Intellectual Property that:

- (a) is or was created, developed, established, or invented anywhere in the United Kingdom; and/or
- (b) is subject to a registration or an application for registration: (i) in, or in relation to, the United Kingdom or Great Britain; or (ii) which designates the United Kingdom or Great Britain as an applicable territory for protection in relation to such registration or application for registration.

"U.S. Guarantors" means Avon Products, Inc., a corporation registered in New York with registration number 13-0544597, and Avon International Operations, Inc., a corporation registered in Delaware with registration number 13-3149872.

"VAT" means:

- (a) any value added tax imposed by the Value Added Tax 1994;
- (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (c) any other tax of a similar nature, whether imposed in the United Kingdom or a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) or (b) above, or imposed elsewhere.

"Voting Event" means, in relation to any Investments, the service of a notice by the Chargee (either specifying those Investments or generally in relation to all or a designated class of Investments) on any Chargor on or following the occurrence of an Event of Default which is continuing, specifying that control over the voting rights attaching to the Investments generally or the Investments specified in that notice are to pass to the Chargee.

1.2 Construction

- (a) To the extent that any term so incorporated conflicts with any term of this Debenture or any Legal Charge, the term as defined in this Debenture or Legal Charge shall prevail. In addition:

- (i) a reference to the "**Agent**", the "**Arranger**", the "**Chargee**", a "**Chargor**", the "**Lender**", any "**Obligor**", the "**Secured Party**", any "**Party**" or any other person is to that person in its capacity as such and includes its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Credit Agreement and, in the case of the Chargee, any person for the time being appointed as "Security Agent" or "Security Trustee" in accordance with the Credit Agreement;
- (ii) "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (iii) "**assets**" includes present and future properties, revenues and rights of every description;
- (iv) the "**enforcement**" of any Security includes the appointment of an administrator or other insolvency official in respect of the person who has granted that Security;
- (v) "**include(s)**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding or following words;
- (vi) "**liability**" and "**liabilities**" is to all liabilities and obligations of any person at any time whether as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- (vii) any reference in this Debenture to "**this Debenture**", the "**Credit Agreement**" or to any agreement or document (under whatever name), where applicable shall be deemed a reference to such agreement or document as the same may have been, or at any time may be, extended, prolonged, amended, restated, supplemented, renewed or novated as persons may accede thereto as a party or withdraw therefrom as a party in part or in whole or be released thereunder in part or in whole, and/or as facilities and/or financial services are or at any time may be granted, extended, prolonged, increased, reduced, cancelled, withdrawn, amended, restated, supplemented, renewed or novated thereunder including, without limitation,
 - (A) any increase or reduction in any amount available thereunder (whether such increase or reduction is made pursuant to the existing terms of the Credit Agreement or is affected by way of amendment to the Credit Agreement) or any alteration of or addition to the purpose for which any such amount, or increased or reduced amount may be used;
 - (B) any facility provided in substitution of or in addition to the facilities originally made available thereunder;
 - (C) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing; and

- (D) any combination of the foregoing;
- (viii) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (ix) "**other**" and "**otherwise**" shall not be construed *ejusdem generis* with any preceding words where a wider construction is possible;
- (x) "**certificated**", "**system-user**", "**settlement bank**" and "**uncertificated**" have the meanings given to them in the Uncertificated Securities Regulations 2001;
- (xi) "**clearance system**" means a person whose business is, or includes, the provision of clearance services or security accounts or any nominee or depository for that person;
- (xii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (xiii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (xiv) liabilities, rights (including rights in respect of property), interests, powers, benefits, authorities or claims "**under**" any deed (including this Debenture) or other document or law or regulation includes a reference to liabilities, rights and other such matters arising pursuant to or in consequence of that deed, document, law or regulation;
- (xv) "**Secured Liabilities**" includes obligations and liabilities which would be treated as such but for the liquidation or dissolution of or similar event affecting any Chargor or any Obligor;
- (xvi) a provision of law includes any provision which amends, extends, consolidates, re-enacts or replaces it, or which has been amended, extended, consolidated, re-enacted or replaced by it, including, without limitation, in connection with the United Kingdom ceasing to be a member of the European Union and includes any orders, regulations, instruments or other subordinate legislation made under it; and
- (xvii) a time of day is a reference to London time.
- (b) An Event of Default is "**continuing**" if it has not been remedied or waived.
- (c) Section, Clause and Schedule headings are for ease of reference only.
- (d) Unless a contrary indication appears, any obligation imposed on any Chargor under this Debenture or any Legal Charge includes an obligation on it to procure that its nominees, trustees, fiduciaries, depositories, custodians and (in the case of the Investments) any relevant clearance house or system shall perform that obligation.
- (e) Each undertaking of a Chargor (other than a payment obligation) contained in this Debenture must be complied with at all times during the Security Period and is given by such Chargor for the benefit of all of the Secured Parties.

- (f) Clauses 4.1 (*Real Property*) to 4.9 (*Other assets*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets described in this Debenture and any failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, fixed charge or assignment imposed on any other asset whether within that same class of assets or not.

1.3 Currency symbols and definitions

- (a) "\$", "USD" and "dollars" denote the lawful currency of the United States of America; and
- (b) "£", "GBP" and "sterling" denote the lawful currency of the United Kingdom.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a party to it has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.
- (b) Any Secured Party, Receiver or Delegate, and any officer, employee, appointee or agent of any of the Secured Parties (including the Chargee) may, subject to this Clause 1.4 and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on that person.
- (c) Notwithstanding any term of this Debenture, the consent of any person who is not a party to this Debenture is not required to rescind or vary it at any time.

1.5 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Chargee.

1.6 Incorporation of terms

The terms of the Credit Agreement and of any side letters between any of the parties in relation to the Credit Agreement are incorporated in this Debenture and each Legal Charge *mutatis mutandis* to the extent required to ensure that any purported disposition of an interest in Real Property contained in this Debenture or any Legal Charge is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.7 Incorporation of provisions into each Legal Charge

Clause 3.1 (*Nature of the Security*), Clause 6.3 (*Negative pledge*), Clause 6.5 (*Disposals*), paragraph (a) of Clause 17.2 (*Rights and powers of the Chargee on enforcement*), Clause 17.4 (*Right of appropriation*), Clause 18 (*Appointment and removal of Receivers and administrators*), Clause 19 (*Powers and status of Receiver*), Clause 23 (*Further assurance*), Clause 25 (*Power of attorney*), Clause 27 (*Release of Security*), Clause 29 (*Powers of delegation and discretion*), Clause 31 (*Costs and expenses*), Clause 33 (*Notices*), Clause 40 (*Governing law*) and Clause 41 (*Jurisdiction*) of this Debenture are deemed to form part of each Legal Charge as if expressly incorporated into each Legal Charge and as if references in those Clauses to (i) this Debenture were references to that Legal Charge and (ii) the Charged Property were references to the assets of the relevant Chargor from time to time charged in favour of, or assigned (whether at law or in equity) to, the Chargee by or pursuant to that Legal Charge.

1.8 Conflict

It is agreed that each Legal Charge is supplemental to this Debenture and to the extent that the provisions of this Debenture conflict with those of any Legal Charge, the provisions of that Legal Charge shall prevail.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor hereby covenants in favour of the Chargee that it will pay and discharge on demand the Secured Liabilities on the date(s) on which such Secured Liabilities are expressed to become due and in the manner provided for in the Credit Agreement.
- (b) Each Chargor acknowledges to the Chargee that the amount secured by this Debenture and in respect of which this Debenture and the security hereby created is enforceable is the full amount of the Secured Liabilities.

2.2 Default interest

- (a) Any amount which is not paid under this Debenture when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full at the Default Rate from time to time.
- (b) Default interest will accrue from day to day and will be compounded at such intervals as the Chargee determines in accordance with the Credit Agreement.

3. PROVISIONS APPLICABLE TO ALL SECURITY CREATED

3.1 Nature of the Security

The Security created under this Debenture and any Legal Charge is created:

- (a) in favour of the Chargee;
- (b) over all present and (except in the case of assets that are the subject of a legal mortgage under this Debenture or any Legal Charge) future assets of the kind described that are from time to time owned by each Chargor or, to the extent that it does not own them, over any right, title or interest it may have in or in respect of them;
- (c) as a continuing security for the payment and discharge of the Secured Liabilities that will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part; and
- (d) with full title guarantee.

3.2 Implied Covenants for Title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 4.1 (*Real Property*) to 4.10 (*Floating charge*).
- (b) It shall be implied in respect of Clauses 4.1 (*Real Property*) to 4.10 (*Floating charge*) that each Chargor is disposing of its Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3.3 Excluded Charged Property

- (a) No fixed Security is created under this Debenture pursuant to Clause 4.1 (*Real Property*) to Clause 4.9 (*Other assets*) (inclusive) over any assets in respect of which a consent or waiver is required from a third party for the creation of such Security, until that consent or waiver is obtained. For the avoidance of doubt, this paragraph (a) does not operate:
 - (i) to the extent that it would not require any consents or waivers from third parties, to exclude any Related Rights in respect of any such assets from the fixed Security created, or purported to be created, under this Debenture; or
 - (ii) to exclude such assets from any floating charge security granted or purported to be granted pursuant to Clause 4.10 (*Floating charge*) or any crystallisation of any such floating charge security pursuant to Clause 5 (*Crystallisation of the floating charge*).
- (b) Except insofar as the Chargee shall otherwise require, in relation to each such asset the relevant Chargor shall:
 - (i) apply for the relevant consent or waiver within five Business Days of the date of this Debenture, and use all reasonable endeavours to obtain it as soon as possible;
 - (ii) keep the Chargee informed in writing of its progress in obtaining that consent or waiver; and
 - (iii) immediately on receipt of the consent or waiver, provide the Chargee with a copy of it, duly certified by an officer of the relevant Chargor as being a true copy.
- (c) Immediately on receipt by the relevant Chargor of the relevant consent or waiver, the asset in respect of which it was required shall become the subject of Security under the relevant sub-clause of Clause 4 (*Creation of Security*).

4. CREATION OF SECURITY

4.1 Real Property

Each Chargor:

- (a) charges the relevant Scheduled Real Property by way of first legal mortgage; and
- (b) charges all of its other Real Property and Related Rights relating thereto by way of first fixed charge.

4.2 Investments

Each Chargor:

- (a) mortgages all of its Shares which are Scheduled Investments and Related Rights by way of first legal mortgage;
- (b) mortgages all of its other Shares and Related Rights by way of first legal mortgage;
- (c) charges all of its other Investments and Related Rights not referred to in paragraphs (a) or (b) above by way of first fixed charge; and

- (d) to the extent not effectively mortgaged under paragraphs (a) or (b) above, charges all of its Shares and Related Rights by way of first fixed charge.

4.3 Accounts

- (a) Subject to paragraph (b) below, each Chargor charges by way of first fixed charge all amounts now or at any time standing to the credit of each of its Accounts and Related Rights.
- (b) Each and any account of the Borrower that is listed at Schedule 2 to the Cash Pooling Agreement or is otherwise subject to any encumbrance or restriction created by or under the Cash Pooling Agreement shall be excluded from the first fixed charge given by the Borrower pursuant to paragraph (a) above until the earlier of the Cash Pooling Agreement having been terminated, the Borrower no longer being party to the Cash Pooling Agreement, and such account no longer being subject to such encumbrance or restriction created by or under the Cash Pooling Agreement.

4.4 Insurance Policies

Each Chargor:

- (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its Scheduled Insurance Policies and all Related Rights;
- (b) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its other Insurance Policies and all Related Rights; and
- (c) to the extent not effectively assigned pursuant to paragraphs (a) or (b) above, charges by way of first fixed charge all of its Insurance Policies and Related Rights.

4.5 Relevant Contracts

Each Chargor:

- (a) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its Scheduled Relevant Contracts (other than any Scheduled Relevant Contract to which the Chargee is a party) and all Related Rights;
- (b) assigns absolutely, subject to a proviso for re-assignment on redemption, all other Relevant Contracts (and Related Rights) (other than any Relevant Contract to which the Chargee is a party) in which such Chargor has an interest; and
- (c) to the extent not effectively assigned pursuant to paragraphs (a) or (b) above, charges by way of first fixed charge all of its Relevant Contracts and all Related Rights.

4.6 Plant and Equipment

Each Chargor charges by way of first fixed charge:

- (a) all of its Scheduled Plant and Equipment and Related Rights; and
- (b) all of its other Plant and Equipment and Related Rights.

4.7 Intellectual Property

Each Chargor charges by way of first fixed charge:

- (a) all of its Charged Intellectual Property (including all its Scheduled Intellectual Property); and

- (b) all of its Related Rights in respect of such Charged Intellectual Property.

4.8 Receivables

Each Chargor charges by way of first fixed charge all of its Receivables (other than any Receivables that are otherwise subject to a fixed charge or an assignment (at law or in equity) pursuant to this Debenture) and all Related Rights.

4.9 Other assets

Each Chargor charges by way of first fixed charge:

- (a) (to the extent not otherwise charged or assigned pursuant to this Debenture) its right, title and interest in each contract to which it is a party;
- (b) its goodwill;
- (c) its uncalled capital;
- (d) (to the extent constituting assets capable of being charged) the benefit of all Authorisations it holds in relation to its business, undertaking and assets;
- (e) its beneficial interest in any pension fund or plan; and
- (f) in relation to each item of its Charged Property, all its Related Rights

4.10 Floating charge

- (a) Each Chargor charges by way of first floating charge all its business, undertaking and assets that are not effectively mortgaged, assigned or charged by way of fixed mortgage, fixed charge or assignment under this Clause 4 (*Creation of Security*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created under this Debenture.

4.11 Trust arrangements

- (a) Nothing in this Debenture constitutes the Chargee as an agent, trustee or fiduciary of any Chargor.
- (b) If or to the extent that the mortgage, assignment or charge of any of the Charged Property is prohibited by law or contract the relevant Chargor shall hold that Charged Property on trust for the Chargee (insofar as not so prohibited) and the validity of any other mortgage, assignment or charge of any of the Charged Property shall not be affected.

5. CRYSTALLISATION OF THE FLOATING CHARGE

5.1 Crystallisation on notice

The Chargee may, by notice to a Chargor at any time, convert the floating charge created by any Chargor under this Debenture with immediate effect into a fixed charge over any of the Charged Property referred to in that notice if:

- (a) an Event of Default has occurred; and
- (b) the Chargee considers it necessary to do so to protect or preserve that Charged Property or the Security over it created under this Debenture, or the ranking of that Security.

5.2 Automatic crystallisation

- (a) The floating charge created under Clause 4.10 (*Floating charge*) shall convert automatically (without notice) and immediately into a fixed charge over each asset that forms part of the Charged Property and is subject to that floating charge:
 - (i) if any Chargor takes any step to create Security over any of the Charged Property in breach of Clause 6.3 (*Negative pledge*) or to dispose of any of the Charged Property in breach of Clause 6.5 (*Disposals*);
 - (ii) if any steps are taken to seize, attach, charge, take possession or control of or dispose of any of the Charged Property under any form of distress, sequestration, execution or other process;
 - (iii) on the crystallisation of any other floating charge over any of the Charged Property;
 - (iv) if any steps are taken (including the presentation of a petition, the convening of a meeting the passing of a resolution or the making of an application) for the reorganisation of any Chargor, the dissolution of any Chargor, the making of an administration order in relation to any Chargor or to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of any Chargor over all or any part of its assets, or if any such person is appointed in respect of any Chargor;
 - (v) if any analogous procedure or step in relation to sub-paragraphs (i) to (iv) above is started or taken in any jurisdiction in relation to any Chargor; or
 - (vi) in any other circumstances prescribed by law.
- (b) Paragraph (a) above, shall not apply to the obtaining of a moratorium or anything being done with a view to a moratorium being obtained, in each case under Part A1 of the IA 1986.

6. THE CHARGORS' UNDERTAKINGS

6.1 Time and manner of performance

- (a) The provisions of this Clause 6.1 (*Time and manner of performance*) to Clause 14 (*Intellectual Property*)(inclusive) shall remain in force during the Security Period.
- (b) Unless otherwise specified in this Debenture, each Chargor shall perform each of its obligations under those provisions promptly and at its own expense.
- (c) Notwithstanding any other provision of this Debenture, no Chargor shall be subject to any restriction which would not otherwise apply to the disposal of Charged Property imposed solely by reason of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under Part A1 of the IA 1986.

6.2 Documents of title etc.

- (a) Unless the Chargee otherwise requires (but subject to paragraph (b) below) each Chargor shall deposit with the Chargee or its Delegate (at the risk of the relevant Chargor) on the date of this Debenture and any Legal Charge (and promptly upon the acquisition by it of any interest in any Real Property at any time):
 - (i) all deeds, certificates and other documents of or evidencing title to the Charged Property (including the Accounts in accordance with Clause 10.1

(*Account Documents*), the Relevant Contracts in accordance with Clause 12.1 (*Deposit of documents*) and the Investments in accordance with Clause 9.1 (*Deposit of documents*)) and, in each case, their Related Rights; and

- (ii) any other documents whose deposit is required under this Debenture or any Legal Charge.
- (b) In relation to the Charged Property expressed to be charged by way of floating charge under this Debenture, the Chargors' obligations under this Clause shall arise upon crystallisation of the floating charge.

6.3 Negative pledge

- (a) No Chargor shall create or permit to subsist any Security over any Charged Property other than as specified in Clause 6.3(b) below.
- (b) The Chargors may create or permit to subsist the Existing Security.

6.4 No Security

No Chargor shall take any Security in connection with its liabilities under this Debenture or any Legal Charge from any guarantor of, or provider of Security for, any of the Secured Liabilities.

6.5 Disposals

Except as expressly permitted by the Credit Agreement no Chargor shall enter into or agree to enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary in relation to any of the Charged Property or any interest in it to:

- (a) sell, assign, lease, transfer or part with possession or occupation of it or enter into any agreement to do so;
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;
- (c) confer or permit to be conferred any licence, rights (whether of pre-emption or otherwise) or interest in respect of or over it;
- (d) do, or omit to do, any other act or thing which could be reasonably expected to adversely affect the ability of the Chargee to exercise any of the Collateral Rights; or
- (e) otherwise dispose of or surrender all or any part of it.

6.6 Acquisitions

- (a) Each Chargor shall promptly notify the Chargee of:
 - (i) its acquisition of, or its agreement to acquire (including by lease, licence to occupy or otherwise) any asset that would on its acquisition become, Real Property, Investments, Plant and Equipment or Intellectual Property; and
 - (ii) any application by it or on its behalf to register at any relevant registry its interest in any asset or contract of the kind referred to in paragraph (i) above.
- (b) A Chargor shall have no obligation under paragraph (a) above in respect of any asset (other than Shares) the higher of (i) the market value and (ii) the consideration payable, for which (and in respect of a contract where the aggregate annual amount of

receivables expected to arise under which) does not exceed £100,000 or its equivalent in other currencies.

6.7 Information and inspection

- (a) The Chargors shall, in relation to the Charged Property and each part of it:
 - (i) permit the Chargee, its Delegates and any Receiver at all reasonable times and on reasonable notice to enter onto the Real Property for the purpose of inspecting and examining it and any other Charged Property located in or on the Real Property, and the records relating to it or such other Charged Property, and for any other purpose permitted by this Debenture; and
 - (ii) notify the Chargee of every claim, notice and action started or threatened by a third party to seize, attach, charge, take possession of, cancel or dispose of it.
- (b) Each Chargor shall use its reasonable endeavours to permit the Chargee, its Delegates and any Receiver free access to any land or premises that such Chargor does not own or occupy and where any of its Charged Property is located (or where such Chargor reasonably believes any of its Charged Property is located), for the purpose of inspecting and examining that Charged Property and the records relating to it, and such Chargor shall obtain any necessary consents of third parties for that purpose.

6.8 Compliance with laws, contracts, Authorisations and other requirements

Each Chargor shall, in relation to its Charged Property and each part of it:

- (a) obtain, maintain, renew and comply with any Authorisations that may be required for its use and enjoyment;
- (b) comply with and perform all covenants, undertakings, contracts, laws and regulations from time to time under or affecting it or its use and enjoyment, and with any notices or orders issued or made by any public body in respect of it;
- (c) enforce the due observance and performance by all third parties of all their obligations under or in relation to it; and
- (d) pay all tax, rents, rates, duties, royalties, fees, charges, assessments, impositions, calls, instalments, premiums and other payments and outgoings that are properly payable at any time in respect of it or by the owner or occupier of it, and produce evidence of such payment to the Chargee or its Delegate on demand.

7. PERFECTION

7.1 Removal of restrictions

Each Chargor shall use its reasonable endeavours to ensure that its Charged Property is at all times free from any restriction that would or might prevent the Chargee from perfecting the Security created, or purported to be created, under this Debenture or any Legal Charge.

7.2 Real Property – registration

In the case of the Scheduled Real Property and (unless the Chargee otherwise agrees) all other Real Property in England and Wales, the relevant Chargor:

- (a) shall apply to the Land Registry for first registration of its Real Property (if it is not already registered), and registration of the relevant Chargor as its proprietor;
- (b) shall apply to the Land Registry to register:

- (i) in the case of the Scheduled Real Property, the charge by way of legal mortgage created by paragraph (a) of Clause 4.1 (*Real Property*); and
- (ii) in the case of all other Real Property, the first fixed charges created by paragraph (b) of Clause 4.1 (*Real Property*);
- (c) shall submit to the Land Registry in relation to all Real Property registered at the Land Registry a duly completed Form RX1 requesting that a restriction in the form specified below be entered on the register of the title to that Real Property in respect of the legal mortgage created by paragraph (a) of Clause 4.1 (*Real Property*):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before entry into this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register";

- (d) shall authorise the Chargee to make an application to the Land Registry to enter the obligation to make further advances on the charges register in respect of Real Property;
- (e) shall pay all applicable registration fees to the Land Registry; and
- (f) on completion of the registration of Security under this Clause, supply to the Chargee a copy of the relevant title information document issued by the Land Registry.

7.3 Service of notices

- (a) Each Chargor shall serve notices on the date of this Debenture:
 - (i) in the form set out in Schedule 9 (*Form of Account Notice*) (an "**Account Notice**") or in such other form as the Chargee reasonably agrees in respect of each Account on the relevant account bank;
 - (ii) in the form set out in Schedule 10 (*Form of Insurance Policies Notice*) (an "**Insurance Policy Notice**") or in such other form as the Chargee reasonably agrees in respect of each of the Scheduled Insurance Policies on the relevant insurer;
 - (iii) in the form set out in Schedule 11 (*Form of Relevant Contracts Notice*) (a "**Relevant Contract Notice**") or in such other form as the Chargee reasonably agrees in respect of each Scheduled Relevant Contract on the relevant contract counterparty/ies; and
 - (iv) at the request of the Chargee and in form and substance satisfactory to the Chargee, in respect of any other asset that is expressed to be mortgaged, assigned or charged by way of fixed charge or assigned under this Debenture.
- (b) Upon request of the Chargee, a Chargor shall promptly deliver to (or at the direction of) the Chargee a notice of assignment or a notice of charge (as appropriate) in a form acceptable to the Chargee duly executed by or on behalf of the relevant Chargor in relation to any asset which is the subject of a fixed charge or assignment pursuant to Clause 4 (*Creation of Security*) and any floating charge which is converted into a fixed charge pursuant to Clause 5.1 (*Crystallisation on notice*) and Clause 5.2 (*Automatic crystallisation*).

7.4 Acknowledgement of notices

Each Chargor shall use its reasonable endeavours to ensure that each notice issued pursuant to Clause 7.3 (*Service of notices*) or Clause 7.7 (*Future Charged Property*) is acknowledged by the addressee in the respective form set out in each of the Schedules referred to in Clause 7.3 (*Service of notices*), or in such other form as the Chargee reasonably agrees, within 20 Business Days of the date of the notice, at which time the obligation to obtain such acknowledgement will cease to apply.

7.5 Registration of Intellectual Property

Each Chargor shall, from time to time as required, execute all such documents and do all acts that the Chargee may reasonably require to record the interest of the Chargee in any registers relating to any registered Charged Intellectual Property.

7.6 After-acquired Real Property and Intellectual Property

If, after the date of this Debenture, a Chargor:

- (a) acquires any Real Property or acquires, develops, creates, otherwise obtains, or licences any Intellectual Property; or
- (b) obtains any Authorisation required to charge any Real Property or Intellectual Property that had not been obtained prior to the date of this Debenture,

then the relevant Chargor shall, no later than 10 Business Days following the date of such acquisition, development, creation, obtaining or licensing, or when such Authorisation was obtained (as the case may be) enter into a Legal Charge (in respect of such Real Property) or such security as is in form and substance reasonably satisfactory to the Chargee (in respect of such Intellectual Property).

7.7 Future Charged Property

- (a) Unless the Chargee agrees otherwise, each Chargor shall, in respect of each item of Charged Property it acquires after the date of this Debenture, and in such form and manner as the Chargee may reasonably require, register the Security created under this Debenture over that item within the applicable time period in the relevant register (if any) including all registers relating to any such Charged Intellectual Property.
- (b) In the case of a Relevant Contract or an Account that is entered into, opened or designated as such (as the case may be) after the date of this Debenture, the relevant Chargor shall serve an Account Notice or a Relevant Contract Notice (as relevant) to the relevant account bank or contract counterparty/ies (as the case may be) within five Business Days of the relevant entering into, designation or account opening (as relevant).
- (c) In the case of an Insurance Policy under which a Chargor acquires an interest after the date of this Debenture, the relevant Chargor shall serve an Insurance Policy Notice on the relevant insurer within five Business Days of the relevant Insurance Policy becoming effective or the relevant Chargor acquiring an interest in such Insurance Policy (as the case may be).
- (d) In the case of a licence agreement in respect of Intellectual Property under which a Chargor acquires an interest after the date of this Debenture, the relevant Chargor shall serve a notice of the Chargee's security interest on the relevant licensor or contract counterparty/ies within five Business Days of the relevant licence agreement

of Intellectual Property becoming effective or the relevant Chargor acquiring an interest in such licence (as the case may be).

8. REAL PROPERTY

8.1 Upkeep and maintenance of the Real Property and Security over it

- (a) Each Chargor shall, in relation to its Real Property:
 - (i) keep it and all fixtures and fittings in or on it in good and substantial repair and condition and in any event keep them in such repair and condition as to enable them to be let in accordance with all applicable laws and regulations (and for these purposes, a law or regulation is applicable if it is either in force or it is expected to come into force and a prudent property owner in the same business as the relevant Chargor would ensure that the Real Property and the fixtures and fittings in or on it were in such repair and condition in anticipation of that law or regulation coming into force).
 - (ii) not pull down or remove all or any part of it, nor make or allow to be made to it any structural or material alteration;
 - (iii) not affix any Charged Property to any Real Property that is not charged by way of legal mortgage in favour of the Chargee;
 - (iv) not sever or remove any fixtures forming part of it (except for the purpose of repair or replacement);
 - (v) ensure that no person shall:
 - (A) be registered under the Land Registration Act 2002 as proprietor of it or any part of it, or create or permit to arise any interest which overrides under that Act, without the written consent of the Chargee; or
 - (B) make an application, consent to or acquiesce in an application by any third party to the Land Registry to enter any matter on the register of title.
 - (vi) comply in all material respects with any covenants, stipulation, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of such Real Property.
- (b) If any Chargor fails to comply with its undertakings in paragraph (a) above, the Chargee or its Delegate may repair and maintain the relevant Real Property and carry out works of reinstatement at the cost of the relevant Chargor.

8.2 Unregistered Real Property

In the case of the Chargors' Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required to be registered, the relevant Chargor will promptly apply to register this Debenture and the Real Property effectively charged by way of legal mortgage at the Land Registry if the title deeds and documents are not deposited with the Chargee. If the title to any Real Property is not registered at the Land Registry, the relevant Chargor shall procure that no person (other than itself) shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of all or any part of the Real Property without the prior written consent of the Chargee. The relevant Chargor shall be

liable for the costs and expenses of the Chargee in lodging cautions against the registration of the title to the whole or any part of any Real Property from time to time.

8.3 Leasehold property etc.

- (a) Each Chargor shall not without the written consent of the Chargee:
 - (i) grant or agree to grant any licence or tenancy affecting the whole or any part of its Real Property;
 - (ii) part with possession or occupation of, confer any licence or right to occupy, nor confer any interest in, its Real Property;
 - (iii) grant any permission to assign, underlet or part with possession or occupation of, the Real Property;
 - (iv) agree to or permit, any amendment to or waiver of the terms of any lease (including any lease under which it is tenant); or
 - (v) exercise, or agree to exercise, the statutory powers of leasing or accepting surrenders under sections 99 and 100 respectively of the LPA.
- (b) In relation to any lease of, agreement for lease or licence to occupy, Real Property granted to any Chargor:
 - (i) the relevant Chargor shall:
 - (A) perform its obligations and pay all rents and other outgoings; and
 - (B) comply with, and indemnify the Chargee (and the other Secured Parties) in respect of any breach of, all covenants and stipulations; and
 - (ii) the relevant Chargor shall not without the consent of the Chargee:
 - (A) vary or assign it or allow it to be forfeited;
 - (B) agree any rent or licence fee review; or
 - (C) part with possession of the Real Property subject to it.

8.4 Planning regulations and use

- (a) Each Chargor shall:
 - (i) within five Business Days after becoming aware of it, give full particulars to the Chargee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (a "**Planning Notice**") that applies to its Real Property or to the locality in which it is situated; and
 - (ii) at the request of the Chargee take all steps reasonably necessary to comply with any Planning Notice and make, or join with the Chargee in making, such objections or representations in respect of that Planning Notice as the Chargee may require.
- (b) No Chargor shall, without the written consent of the Chargee:
 - (i) make or permit others to make any application for planning permission or development consent in respect of any of its Real Property;

- (ii) carry out, or permit to be carried out, on any of its Real Property any development (as defined in the Town and Country Planning Act 1990 and the Planning Act 2008); or
- (iii) use its Real Property for any purposes other than those permitted by applicable authorisations, laws, regulations, covenants and undertakings, or change or permit to be changed the use of any of its Real Property.

8.5 Conduct of business on Real Property

Each Chargor shall carry on its trade and business on those parts (if any) of its Real Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

8.6 VAT option to tax

No Chargor shall, without the prior consent of the Chargee:

- (a) exercise any VAT option to tax in relation to any of its Real Property; or
- (b) revoke any VAT option to tax exercised and disclosed to the Chargee before the date of this Debenture.

9. INVESTMENTS

9.1 Deposit of documents

- (a) Each Chargor shall deposit with the Chargee or its Delegates, in respect of or in connection with the Investments:
 - (i) all stock, share or other certificates, contracts and documents of, or evidencing, title;
 - (ii) (if applicable) stock transfer forms (executed in blank by it or on its behalf) left undated and, if the Chargee so requires, pre-stamped; and
 - (iii) any other documents the Chargee may from time to time require for perfecting its title.
- (b) Each Chargor's obligations under paragraph (a) above shall arise in relation to:
 - (i) the Scheduled Investments, upon execution of this Debenture; and
 - (ii) all other Investments, on the date they are registered in, or transferred into the name of, the relevant Chargor or its nominee.
- (c) Upon execution of this Debenture and promptly upon the acquisition of any asset which would on its acquisition become an Investment, each Chargor shall:
 - (i) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of each entity whose shares constitute Investments (including, without limitation, each Scheduled Investment Entity), for the transfer of the Investments to the Chargee or its nominee, or to a purchaser on enforcement of the Security constituted by this Debenture; and
 - (ii) procure that details of the Security created under this Debenture over all of its Investments which are shares are noted on the relevant register(s) of members

where such shares are held in certificated form and deliver such evidence of this to the Chargee or its Delegates as it may reasonably require.

9.2 People with Significant Control regime

Each Chargor shall:

- (a) within the relevant timeframe, comply with all requests for information which are made under a PSC Notice, a PSC Warning Notice or a PSC Restrictions Notice (each such notice being a "**Relevant PSC Notice**") relating to the Shares. If it fails to do so, the Chargee may elect to provide such information it may have on behalf of the relevant Chargor;
- (b) promptly provide the Chargee with a copy of any Relevant PSC Notice, and
- (c) on the date of this Debenture (and at any time promptly following a request being made to it from the Chargee), deliver to the Chargee:
 - (i) a copy of the "**PSC register**" (within the meaning of section 790 C(10) of the Companies Act 2006) of each entity whose shares constitute Investments (including, without limitation, the Scheduled Investment Entities) for the purpose of this Debenture (together the "**Charged Shares Entities**"), certified by an authorised signatory of such Chargor the information relating to the relevant Chargor's holding to be correct, complete and not amended or superseded; or
 - (ii) a certificate of an authorised signatory of such Chargor certifying that the relevant Charged Shares Entity is not required to comply with Part 21A of the Companies Act 2006.

9.3 Distributions - before Voting Event

Prior to the occurrence of a Voting Event, the Chargors may receive and retain all dividends, interest and other distributions paid or payable on or in respect of the Investments.

9.4 Distributions - after Voting Event

- (a) Upon and after the occurrence of a Voting Event:
 - (i) each Chargor shall pay to the Chargee, promptly upon receipt, all dividends, interest and other distributions that are paid or payable on or in respect of the Investments; and
 - (ii) the Chargee, its Delegates or any Receiver may, in its discretion (and without any further consent or authority from any Chargor), apply such distributions in accordance with Clause 20 (*Application of Proceeds*).
- (b) Pending payment to the Chargee in accordance with paragraph (a) above, the relevant Chargor and its nominees shall hold all such distributions on trust for the Chargee.

9.5 Voting rights - before Voting Event

Prior to the occurrence of a Voting Event, each Chargor may exercise all voting rights in relation to its Investments, or if any such voting rights are exercisable by the Chargee or any of its Delegates, as the relevant Chargor may direct in writing the exercise of such voting rights, as it sees fit, provided that it shall not do so in a manner that would be reasonably likely to:

- (a) cause or result in a breach of the terms of the Credit Agreement;
- (b) adversely affect the value of any Investments in a material respect; or
- (c) prejudice the Security created under this Debenture or the interests of the Secured Parties under the Credit Agreement.

9.6 Voting rights - after Voting Event

Subject to Clause 9.7 (*Chargee's right to waive voting rights*), upon, and at any time after, the occurrence of a Voting Event:

- (a) the Chargee, its Delegates or any Receiver may, without any obligation to do so:
 - (i) exercise (or refrain from exercising) any voting rights, powers and other rights in respect of any of the Investments as it sees fit and without any further consent or authority on the part of any Chargor; and
 - (ii) (at the option of the Chargee) transfer any of the Investments into the name of the Chargee or its Delegate; and
- (b) each Chargor:
 - (i) shall comply with, or procure compliance with, any notification, direction or requirement of the Chargee, its Delegates or any Receiver;
 - (ii) irrevocably appoints the Chargee (or its Delegates or any Receiver) as its proxy to exercise all voting rights, powers and other rights in respect of the Investments with effect from the occurrence of that Voting Event to the extent that those Investments remain registered in its name; and
 - (iii) shall execute and deliver to the Chargee, or to the Receiver or Delegate who made the notification, such forms of proxy, transfers and other documents as that person may require to ensure such compliance.

9.7 Chargee's right to waive voting rights

- (a) The Chargee may, in its absolute discretion and without any consent or authority from any other Secured Parties or any Chargor, at any time, by notice to a Chargor elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Investments conferred or to be conferred upon it pursuant to Clause 9.6 (*Voting rights - after Voting Event*) (the "**Waived Rights**") and the other Secured Parties unconditionally waive any rights that they may otherwise have to require the Chargee not to make such election or to require the Chargee to indemnify, compensate or otherwise make good for any losses, costs or liabilities incurred by any of them in relation to or as a consequence of the Chargee making such election.
- (b) From the date that a notice is issued by the Chargee as contemplated under paragraph (a) above, the Chargee shall cease to have the Waived Rights and all such rights that are described in the relevant notice will thereafter be exercisable by the relevant Chargor.

9.8 Exoneration of the Chargee

At any time when any Investment is registered in the name of the Chargee or any of its Delegates, the Chargee shall be under no duty to:

- (a) ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it or its nominee;
- (b) verify that the correct amounts are paid or received;
- (c) make any payment by reference to any unpaid amount on any Investment; or
- (d) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for such Investments.

9.9 Communications

Each Chargor shall provide to the Chargee and/or its Delegate a copy of all notices, circulars, reports, accounts and other documents that such Chargor or its nominee receives in respect of or in connection with the Investments.

10. ACCOUNTS

10.1 Account Documents

Each Chargor shall (at the risk of the relevant Chargor):

- (a) on the date of this Debenture, deposit with the Chargee or its Delegate all account mandates, signing authorities and other documents relating to such Chargor's rights, title and interest in, and to, each of its Accounts;
- (b) promptly following the opening, designation or re-designation of any Account or the sub-division or re-numbering of any Account and, in any event, promptly upon coming into possession of any of them, deposit with the Chargee or its Delegate any further account mandates, signing authorities and other documents relating to such Chargor's right, title and interest in any such Accounts (and any sub-accounts and sub-divisions); and
- (c) promptly following a request from the Chargee, deliver to the Chargee or its Delegate or any Receiver such details of any Account as the Chargee may require (including, but not limited to, the balance standing to the credit of such Account from time to time and any particulars regarding the amount and nature of the relevant Chargor's payments into any Account).

10.2 Restriction on Accounts

No Chargor shall without the prior written consent of the Chargee:

- (a) permit or agree to any variation of the terms and conditions applicable to any Account that would be reasonably likely to be prejudicial to the interests of the Chargee; or
- (b) close any Account,

in each case unless otherwise specifically permitted by the Credit Agreement.

10.3 Interest on moneys in Accounts

The rate of interest applicable to amounts standing to the credit of each Account shall be in accordance with the commercial agreements made from time to time between the relevant Chargor and the relevant account bank, and shall be credited to an Account (as directed by the relevant Chargor) (or in the case of an interest charge for negative interest, promptly paid by the relevant Chargor).

11. INSURANCE POLICIES

11.1 Deposit of documents

- (a) Each Chargor shall as soon as practicable deliver to the Chargee a copy of any Insurance Policies, effected by it, and of any documents in relation to the Insurance Policies as the Chargee or its Delegates may reasonably require.
- (b) Each Chargor's obligations under paragraph (a) above shall arise in relation to:
 - (i) the Scheduled Insurance Policies, upon execution of this Debenture; and
 - (ii) all other Insurance Policies, as soon the relevant Chargor acquires an interest in or under them.

11.2 Insurance

Each Chargor shall:

- (a) keep its Charged Property insured with reputable independent insurance companies or underwriters against such risks and to such extent as is usual for companies carrying on a business similar to that of the relevant Chargor;
- (b) not do, omit to do or permit to be done anything that would be reasonably likely to render any of the Insurance Policies void or unenforceable;
- (c) if required by the Chargee, cause each of the Insurance Policies to contain (in form and substance reasonably satisfactory to the Chargee) an endorsement naming the Chargee as sole loss payee in respect of all proceeds of an Insurance Policy; and
- (d) before the Security created under this Debenture becomes enforceable, remain entitled to exercise all of its rights and remedies under or in respect of its Insurance Policies regardless of the assignment of such rights and remedies to the Chargee. In all respects the relevant Chargor shall act as principal in its dealings with third parties (including the relevant insurer or insurance broker, as applicable) and shall not commit the Chargee to any contractual relationship with, or any contractual, tortious or other liability to, any third party (including the relevant insurer or insurance broker, as applicable).

11.3 Default

- (a) If any Chargor fails to keep its Charged Property insured in accordance with the requirements of this Debenture, the Chargee may effect or renew the insurance in accordance with Clause 24 (*Consequences of a Chargor's failure to act*) and section 108(1) of the LPA shall not apply.
- (b) None of the Chargee, its Delegates any Receiver, nor any of their respective officers, employees or agents, shall be obliged to effect or renew the Insurance Policies in respect of any of the Charged Property or require any other person to do so.

11.4 Application of insurance monies

All monies received under any Insurance Policies shall (subject to the claims of any person having prior rights and claims to such monies):

- (a) prior to the occurrence of an Event of Default, be applied, in repairing, replacing or reconstructing the relevant Charged Property or in any other manner not prohibited by the Credit Agreement; or

- (b) upon, and at any time after, the occurrence of an Event of Default, be applied in accordance with the directions of the Chargee and pending that application (or any such directions being given by the Chargee), the relevant Chargor shall hold those monies on trust for the Chargee.

12. RELEVANT CONTRACTS

12.1 Deposit of documents

- (a) Each Chargor shall promptly deliver to the Chargee copies of the Relevant Contracts (and any related schedules and confirmations thereto) and any amendments thereto in each case, duly certified by an officer of the relevant Chargor as being true copies.
- (b) Each Chargor's obligations under paragraph (a) shall arise in relation to:
 - (i) the Scheduled Relevant Contracts (and the related schedules and confirmations) upon execution of this Debenture; and
 - (ii) all other Relevant Contracts, as soon as the relevant Chargor acquires an interest in or under them and promptly following any amendments being made or replacements or substitutions in relation to any Relevant Contract.

12.2 Dealings with Relevant Contracts

In relation to any Relevant Contract, and without limiting any assignment under this Debenture:

- (a) No Chargor shall:
 - (i) agree to amend, supplement, vary or waive any of its Relevant Contractual Rights;
 - (ii) rescind, cancel or terminate any such contract;
 - (iii) waive any breach by any other party to a Relevant Contract, or agree to accept termination of such other party's obligations under any Relevant Contract; or
 - (iv) release any other party to a Relevant Contract from any of its obligations thereunder or allow any party to a Relevant Contract to exercise any right of set-off,

in each case without the prior written consent of the Chargee, save for in circumstances where the relevant action is expressly permitted by the Credit Agreement.

- (b) Each Chargor shall:
 - (i) maintain, preserve, protect and keep good and marketable title to all of its Relevant Contractual Rights, as if none of such rights had been assigned to the Chargee;
 - (ii) enforce its rights under its Relevant Contracts, as if none of such rights had been assigned to the Chargee; and
 - (iii) perform (and shall remain liable to perform) its obligations under its Relevant Contracts in a prompt and efficient manner.

Subject to the other provisions of this Clause 12.2 (*Dealings with Relevant Contracts*), prior to the occurrence of an Event of Default which is continuing, each Chargor shall be entitled to

exercise all of its rights and remedies expressed to be given to it under or in respect of its Relevant Contracts as if such rights and remedies had not been assigned to the Chargee. In all respects the relevant Chargor shall act as principal in its dealings with third parties (including the relevant counterparty) and shall not commit the Chargee to any contractual relationship with, or any contractual, tortious or other liability to, any third party (including the relevant counterparty).

12.3 Proceeds from Relevant Contracts

All monies received in respect of a Relevant Contract shall:

- (a) prior to the occurrence of an Event of Default which is continuing, be paid to the Chargee into such account as it specifies in writing or to its order as it may specify in writing from time to time; or
- (b) upon, and at any time after, the date the occurrence of an Event of Default which is continuing, be applied in accordance with the directions of the Chargee and pending that application (or any such directions being given by the Chargee), the relevant Chargor shall hold those monies on trust for the Chargee.

12.4 Notification and Information

Each Chargor shall:

- (a) provide to the Chargee promptly on request all information, accounts and records in its possession or control that may be necessary or of assistance to enable the Chargee to verify:
 - (i) the amount of all payments made or payable under any of the Relevant Contracts by the other party to each Relevant Contract; or
 - (ii) the performance by each such other party of all its obligations under any of the Relevant Contracts;
- (b) promptly notify the Chargee of:
 - (i) any breach that has or would be reasonably likely to result in a default or termination right or event occurring under any of its Relevant Contracts, in each case, by itself or pertaining to any contracting party;
 - (ii) any repudiation or determination of any of its Relevant Contracts by itself or by any other party to a Relevant Contract; and
 - (iii) any claim, dispute, event or matter affecting any of its Relevant Contracts which would have or is likely to have a Material Adverse Effect;
- (c) deliver to the Chargee copies of all notices given to or received by any other party to a Relevant Contract promptly after they are given or received; and
- (d) promptly deliver to the Chargee any reports, accounts, circulars and other documents relating to its Relevant Contractual Rights promptly following receipt.

13. PLANT AND EQUIPMENT

Each Chargor shall, in relation to its Plant and Equipment:

- (a) keep it in good and substantial repair and condition and in good working order, fair wear and tear excepted;

- (b) not remove it from the place where it is located or installed except for the purpose of maintenance or permitted modification; and
- (c) if so requested by the Chargee, affix on any item specified by the Chargee in a conspicuous place an identification marking as set out below, and not conceal, alter or remove that marking or permit it to be concealed, altered or removed:

"NOTICE OF CHARGE: This [*specify nature of the Plant and Equipment*] and statutory, contractual and other benefits relating to it, are subject to a first fixed charge in favour of [*name of Chargee*]".

14. INTELLECTUAL PROPERTY

14.1 Obligation to notify

Each Chargor shall as soon as reasonably practicable, notify the Chargee:

- (a) of its becoming the legal and/or beneficial owner of, or licensee of, or of its acquisition of, or agreement to acquire, license or otherwise obtain an interest in, any material Intellectual Property;
- (b) of any application by it or on its behalf to register, or register an interest in, any Intellectual Property; and
- (c) if it becomes aware of any actual, alleged, threatened or suspected infringement of:
 - (i) any of its rights in respect of any Charged Intellectual Property; or
 - (ii) any third party's rights in respect of its Charged Intellectual Property arising from such third party's or Chargor's use of its Charged Intellectual Property.

14.2 Maintenance

In relation to its Intellectual Property which is material to or required in connection with its business, each Chargor shall:

- (a) take all such steps and do all such acts as may be necessary to preserve and maintain the substance, validity and value of any and all such Charged Intellectual Property; and
- (b) not use or permit any Charged Intellectual Property to be used in a way which may materially and adversely affect its value or the ability to register, or apply for registration of, any such Charged Intellectual Property.

14.3 Discontinuing use or maintenance

Notwithstanding the obligations of the Chargors under Clause 14.2 in relation to Intellectual Property which is material to or required in connection with its business, or any other obligations of the Chargors under this Debenture, nothing in this Debenture shall prevent any Chargor from abandoning or discontinuing the use or maintenance of any Charged Intellectual Property, or from failing to take action to enforce licence agreements or pursue actions against alleged infringers of such Charged Intellectual Property, if any such Chargors determine in their reasonable business judgement that such abandonment, discontinuance, or failure to take action is desirable in the conduct of their business.

15. REPRESENTATIONS AND WARRANTIES

Each Chargor makes the representations and warranties set out in this Clause 15 to the Chargee on the date of this Debenture and otherwise as contemplated by Clause 15.25 (*Repetition*).

15.1 Status

- (a) It and each of its Subsidiaries is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted

15.2 Binding obligations

The obligations expressed to be assumed by it in this Debenture and any Legal Charge are legal, valid, binding and enforceable obligations.

15.3 Creation of Security

- (a) This Debenture and each Legal Charge creates the security which it purports to create over the Charged Property and those security interests are valid and effective and such security has the ranking and priority it is expressed to have and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.
- (b) Other than as disclosed to the Chargee prior to the date of this Debenture, it is not prohibited or restricted by the terms of any Relevant Contract or any other instrument, document, agreement or arrangement from creating in favour of the Chargee the security expressed to be created by it by or pursuant to this Debenture.

15.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by this Debenture and any Legal Charge and the granting of the Security hereunder or thereunder do not and will not conflict with:

- (a) any law or regulation applicable to it; or
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

15.5 Power and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Debenture and the transactions contemplated by this Debenture.
- (b) No limit on its powers will be exceeded as a result of the granting of the security contemplated by this Debenture.

15.6 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Debenture and each Legal Charge; and

- (b) to make this Debenture and each Legal Charge admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

15.7 Governing law and enforcement

- (a) The choice of governing law of this Debenture and each Legal Charge will be recognised and enforced in its Relevant Jurisdictions.
- (b) Any judgment obtained in relation to this Debenture or any Legal Charge in England and Wales will be recognised and enforced in its Relevant Jurisdictions.

15.8 Insolvency

- (a) It is not and has not been deemed to be unable to pay its debts as they fall due.
- (b) It is not in negotiations with one or more of its creditors with a view to scheduling any of its indebtedness as a result of actual or anticipated financial difficulties.
- (c) The value of its assets is not less than its liabilities (after taking into account contingent and prospective liabilities).
- (d) A moratorium has not been declared in respect of any of its indebtedness.

15.9 Insolvency proceedings

No corporate action, legal proceeding or other step has been taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) in relation to it;
- (b) a composition, compromise, assignment or arrangement with any of its creditors;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, monitor or other similar officer in respect of it or any of its assets; or
- (d) the enforcement of any security over any of its assets,

and no analogous procedure or step has been taken in any jurisdiction

15.10 Creditors' process

No action in relation to expropriation attachment, sequestration, distress or execution affecting any of its assets is currently ongoing or threatened.

15.11 No filing and stamp taxes

Under the laws of its Relevant Jurisdictions, it is not necessary that this Debenture or any Legal Charge be filed, recorded or enrolled with any court or other authority or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to it or the transactions contemplated by it except:

- (a) registration of particulars of this Debenture and each Legal Charge at the Companies Registration Office in England and Wales under section 859A of the Companies Act 2006 and payment of associated fees;

- (b) registration of particulars of this Debenture at the UK Trade Marks Registry and the UK Patent Office, as applicable, in each case via the UK Intellectual Property Office and payment of all associated fees; and
- (c) registration of this Debenture and each Legal Charge at the Land Registry in England and Wales and payment of associated fees,

which registrations, filings, Taxes and fees will be made and paid promptly after the date of this Debenture or the relevant Legal Charge (as applicable).

15.12 No default

No event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is reasonably likely to have a Material Adverse Effect.

15.13 No proceedings

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it or any of its Subsidiaries.
- (b) No judgment or order of a court, arbitral tribunal or other tribunal or any order or sanction of any governmental or other regulatory body which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it or any of its Subsidiaries.

15.14 No breach of laws

It has not (and none of its Subsidiaries have) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

15.15 Anti-corruption law

It has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

15.16 Security

No Security exists over all or any part of its Charged Property other than the Existing Security or as permitted by the Credit Agreement.

15.17 Ranking

The Security created by this Debenture and each Legal Charge has or will have the ranking in priority which it is expressed to have in this Debenture or the relevant Legal Charge and it is not subject to any prior ranking or *pari passu* ranking Security other than the security created by Avon Cosmetics Limited and Avon Beauty Limited under the New York law security agreement dated 8 August 2023 over, among other things, its IP Collateral (as defined therein), and the Existing Security.

15.18 Good title to assets

It and each of its Subsidiaries has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

15.19 Legal and beneficial ownership

It is the sole legal and beneficial owner of the assets over which it purports to create Security under this Debenture and any Legal Charge.

15.20 Intellectual Property

It and each of its Subsidiaries:

- (a) is the sole legal and/or beneficial owner of, or has validly licensed to it, all of the Intellectual Property which is material in the context of its business and which is required by it in order to carry on its business as it is being conducted;
- (b) as far as it is aware, having made all reasonable investigations, does not (nor do any of its Subsidiaries) in carrying on its businesses, infringe any Intellectual Property of any third party in any respect; and
- (c) has taken all formal or procedural actions (including payment of all applicable fees) required to maintain, register, or prosecute to registration any Intellectual Property which is registered or which is the subject of an application for registration, that is owned, held or applied for by it;
- (d) are not in material breach of any licence agreements entered into by any Chargor in respect of any Charged Intellectual Property; and
- (e) have kept confidential all confidential information (including all know-how and trade secrets) that are owned or used by any such Subsidiary, and have not disclosed any such confidential information to any third parties (other than to such parties who have signed written confidentiality undertakings in respect of such information).

15.21 No adverse consequences

- (a) It is not necessary under the laws of its Relevant Jurisdictions:
 - (i) in order to enable any Secured Party to enforce its rights under this Debenture and each Legal Charge; or
 - (ii) by reason of the execution of this Debenture or any Legal Charge or the performance by it of its obligations under the Debenture or any Legal Charge,that any Secured Party should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdictions.
- (b) No Secured Party is or will not be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdictions by reason only of the execution, performance and/or enforcement of this Debenture or any Legal Charge.

15.22 Relevant Contracts

- (a) Each of its Relevant Contracts is in full force and effect and no interest or rights in respect of or in connection with a Relevant Contract have been assigned or transferred, or granted to any third party and no agreement exists to do any of the same, except in favour of the Chargee under or pursuant to this Debenture.

- (b) No event or circumstance is outstanding which constitutes a default or breach or that is or would be reasonably likely to result in a termination right occurring, in each case under any of its Relevant Contracts.
- (c) Each of its Relevant Contracts constitutes the true and entire agreement between the parties thereto concerning the matters addressed therein and there are no other written or verbal agreements, undertakings or representations in respect of, or concerning, its Relevant Contracts.
- (d) It has no knowledge of any fact that would or might prejudice or affect any right, power or ability of the Chargee to enforce any of its Relevant Contracts or any term or condition under them.
- (e) No right of action is vested in any party to any of its Relevant Contracts in respect of any representation, breach of condition, breach of warranty or breach of any other express or implied term by it under any Relevant Contract.
- (f) Subject to Clause 3.3 (*Excluded Charged Property*) all consents from any other party to a Relevant Contract, or any other person, which are required to ensure the effective creation of the Security envisaged by this Debenture have been obtained.
- (g) There have been no amendments to any of its Relevant Contracts from the copies delivered pursuant to paragraph (a) of Clause 12.1 (*Deposit of documents*).
- (h) Its Relevant Contractual Rights are not subject to any rights of set-off or counterclaim by any other person.

15.23 Scheduled Assets

- (a) Schedule 2 (*The Scheduled Real Property*) sets out the details of all of the Real Property in which it has an interest.
- (b) Schedule 3 (*The Scheduled Investments*) sets out the details of all of the Investments in which it has an interest.
- (c) Schedule 4 (*Details of Accounts*) sets out the details of all of the Accounts in which it has an interest.
- (d) Schedule 5 (*The Scheduled Insurance Policies*) sets out the details of all of the Insurance Policies in which it has an interest.
- (e) Schedule 6 (*The Scheduled Relevant Contracts*) sets out the details of all of the Relevant Contracts in which it has an interest.

15.24 The Scheduled Investments

- (a) It is the sole, absolute and beneficial owner of its Scheduled Investments described in Schedule 3 (*The Scheduled Investments*) free and clear from any security interest or other encumbrance other than under this Debenture and it has not received a PSC Notice, PSC Warning Notice or a PSC Restrictions Notice in relation to any of the Scheduled Investments.
- (b) It has not disposed of any interest in, or granted any rights (whether of pre-emption or otherwise) over, any of its Scheduled Investments or their Related Rights nor agreed to do any of the same, save for with the prior written consent of the Chargee.
- (c) None of its Scheduled Investments or their Related Rights are the subject of any claim, assertion, right, action or other restriction or arrangement of whatever nature which

does or may impinge upon the ownership of the same by it and its Scheduled Investments and their Related Rights are and will continue to be fully paid up.

- (d) Its Scheduled Investments as described in Schedule 3 (*The Scheduled Investments*) constitute the entire issued share capital of each of the relevant Scheduled Investment Entities as at the date of this Debenture.
- (e) The constitutional documents of its Scheduled Investment Entities do not and could not restrict or inhibit any transfer of any of its Scheduled Investments on creation or enforcement of the Security created under this Debenture.
- (f) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any of its Scheduled Investment Entities (including any option or right of pre-emption or conversion).

15.25 Repetition

The representations and warranties set out in this Clause 15 are deemed to be repeated by each Chargor by reference to the facts and circumstances then existing on:

- (a) the date of each Legal Charge; and
- (b) each Interest Payment Date.

16. PAYMENT MECHANICS

16.1 Payments to the Chargee

- (a) On each date on which a Chargor is required to make a payment under this Debenture that Chargor shall make the same available to the Chargee for value on the due date at the time and in such funds specified by the Chargee as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Chargee) and with such bank as the Chargee, in each case, specified.

16.2 Set-off by Chargors

All payments to be made by a Chargor under this Debenture shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

16.3 Business Days

- (a) Any payment under this Debenture which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any sum due and payable but unpaid by a Chargor under this Debenture interest is payable on such unpaid sum at the rate payable on the original due date.

16.4 Currency of account

Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

17. ENFORCEMENT OF SECURITY

17.1 When the Security becomes enforceable

The Security created under this Debenture and each Legal Charge shall become enforceable and the rights and powers set out in Clause 17.2 (*Rights and powers of the Chargee on enforcement*) shall become exercisable immediately if an Event of Default has occurred which is continuing or, at the sole and absolute discretion of the Chargee only, following a written request from a Chargor.

17.2 Rights and powers of the Chargee on enforcement

- (a) The power of sale and the other powers conferred by section 101 of the LPA (as varied or extended by this Debenture) shall arise on the date of this Debenture or the relevant Legal Charge, but the Chargee shall not exercise those powers until the Security created under this Debenture or the relevant Legal Charge has become enforceable under Clause 17.1 (*When the Security becomes enforceable*).
- (b) Upon, and at any time after, the date the Security created under this Debenture or any Legal Charge has become enforceable the Chargee may (without prejudice to any of its other rights and remedies, and (unless required by law) without notice to any Chargor) enforce all or any of that Security, and may (or may appoint one or more Delegates to) exercise:
 - (i) all or any of the rights and powers conferred by the LPA on it or on any Receiver or on mortgagees (without the restrictions imposed by sections 103 or 109(1) of the LPA) at the times, in the manner and order, on the terms and conditions and, subject to Clause 17.4 (*Right of appropriation*), for the consideration that it determines;
 - (ii) the power of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases, without the restrictions imposed by sections 99 or 100 of the LPA (and, for the purposes of those sections, sections 99(18) and 100(12) shall not apply, so that the expression "mortgagor" shall include an incumbrancer deriving title under the relevant Chargor); and
 - (iii) all or any of the other rights and powers conferred on it under the Credit Agreement.
- (c) Upon, and at any time after, the date the Security created under this Debenture or any Legal Charge has become enforceable the Chargee and any Receiver or Delegate may (without prejudice to any of their other rights and remedies and without notice to any Chargor):
 - (i) take possession of all or part of the Charged Property and for that purpose enter onto any premises where any Charged Property is located (or where it reasonably believes any Charged Property is located) without incurring any liability to the relevant Chargor; and
 - (ii) complete and date all or any of the transfers and other documents referred to in paragraph 9.1(a)(ii) of Clause 9.1 (*Deposit of documents*).
- (d) Each Chargor shall use its best endeavours to allow the Chargee and any Receiver or Delegate free access, for the purpose specified in paragraph (c) above, to any premises that such Chargor does not own or occupy, and to obtain any necessary consents of third parties for that purpose.

17.3 Set-off

Upon, and at any time after, the date the Security created under this Debenture or any Legal Charge has become enforceable, the Chargee or any Secured Party may set off all or any of the Secured Liabilities, insofar as they have matured and to the extent beneficially owned by the Chargee or such Secured Party, against any amount matured obligation owed by the Chargee or that Secured Party to the Chargors by applying such amount in or towards payment of all or any of the Secured Liabilities, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee or relevant Secured Party may convert either of them at a market rate of exchange in its usual course of business for the purpose of the set-off.

17.4 Right of appropriation

- (a) This Clause applies to the extent that:
 - (i) the Charged Property referred to in it constitutes Financial Collateral; and
 - (ii) this Debenture and the obligations of any Chargor under it constitute a Security Financial Collateral Arrangement (as defined in the Regulations).
- (b) The Chargee or any Receiver or Delegate may, by giving written notice to a Chargor upon, and at any time after, the date the Security created under this Debenture has become enforceable, appropriate all or any Charged Property in or towards payment or discharge of the Secured Liabilities. For the avoidance of doubt, such payment or discharge shall be subject always to Regulation 18 of the Regulations.
- (c) The value of any Charged Property appropriated in accordance with this Clause shall be determined by the Chargee as being a fair market value having regard to the prevailing market conditions (but without any obligation on a seller in such a market to postpone (or request the postponement of) any sale of that Charged Property in order to achieve a higher value) and, for this purpose, the parties agree that the value of any Charged Property shall be:
 - (i) in the case of cash, the amount standing to the credit of each of its Accounts, together with any accrued interest that has not been posted to such Account at the time of appropriation; and
 - (ii) in the case of any Investments, the market value of such Investments determined by the Chargee by reference to a public index or independent valuation or if neither such option is available or reasonably practicable given the then current circumstances, such other process as the Chargee may select.
- (d) The Chargors agree that the method of valuation provided for in this Clause is commercially reasonable for the purposes of the Regulations.

17.5 Facilitation of Disposals

- (a) In respect of any appropriation or disposal of any Shares that is effected pursuant to, or in connection with, the enforcement of the Transaction Security, the Chargee, any Delegate and any Receiver shall be irrevocably authorised (at the cost of the Chargors and without any consent, sanction, authority or further confirmation from any Chargor) to:
 - (i) release all or any part of any Receivables (including any Group Liabilities) due, owing or payable to any Chargor at that time; and/or

- (ii) dispose of all or any part of any Receivables (including any Group Liabilities) due, owing or payable to any Chargor at that time,

in each case, on behalf of the relevant Chargor (and, if necessary, any party who is a debtor in respect of those Receivables), and in any manner and on such terms as the Chargee, Delegate or Receiver sees fit.

- (b) A disposal or release in accordance with this Clause 17.5 may be made in whole or in part for consideration in the form of cash or, if not for cash, for non-cash consideration which is acceptable to the Chargee.

17.6 No liability

- (a) Neither the Chargee, any of the Secured Parties nor any Receiver shall be liable:
 - (i) in respect of all or any part of the Charged Property; or
 - (ii) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers under this Debenture or any Legal Charge or any applicable law (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of paragraph (a) above, neither the Chargee, any of the Secured Parties nor any Receiver shall be liable, by reason of entering into possession of all or part of the Charged Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

17.7 Enforcement through Chargee only

The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Charged Property or to exercise any right, power, authority or discretion arising under this Deed or any Legal Charge except through the Chargee.

18. APPOINTMENT AND REMOVAL OF RECEIVERS AND ADMINISTRATORS

18.1 Power of appointment and removal

Upon, and at any time after, the date the Security created under this Debenture or any Legal Charge has become enforceable, the Chargee may by deed or otherwise in writing (acting through an authorised officer or manager):

- (a) appoint one or more persons to be a Receiver or Receivers (jointly and severally) of all or any part of the Charged Property;
- (b) remove any Receiver;
- (c) appoint one or more persons as additional or replacement Receivers; or
- (d) appoint one or more persons to be an administrator or administrators of any Chargor under Schedule B1 of the Insolvency Act 1986.

18.2 Powers additional

The power to appoint a Receiver under this Clause shall be in addition to all statutory and other powers of appointment the Chargee may have under the LPA (as varied and extended under this Debenture) and may be exercised from time to time by the Chargee in respect of all or any part of the Charged Property.

18.3 Limitation on appointments

Regardless of any other provision of this Debenture, the Chargee may not:

- (a) appoint a Receiver solely by reason of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under Part A1 of the IA; or
- (b) appoint an administrative receiver, if such appointment would be prohibited under section 72A of the IA.

18.4 Receiver's remuneration

Every Receiver shall be entitled to remuneration at a rate to be fixed by agreement between the Receiver and the Chargee, and the maximum rate specified in section 109(6) of the LPA shall not apply.

19. POWERS AND STATUS OF RECEIVER

19.1 Powers and rights

Every Receiver shall have all the powers and rights:

- (a) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- (b) specified in Schedule 1 of the IA 1986 in relation to, and to the extent applicable to, the Charged Property or any of it (whether or not the Receiver is an administrative receiver within the meaning of that Act);
- (c) of the Chargee under this Debenture or any Legal Charge;
- (d) of an absolute legal and beneficial owner of the Charged Property;
- (e) which are conferred by any other law conferring power on receivers; and
- (f) that seem to the Receiver to be incidental or conducive to the exercise of any of the other powers and rights conferred on or vested in the Receiver.

19.2 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers under this Debenture.

19.3 Receiver as agent

Every Receiver shall be the agent of the relevant Chargors for all purposes, and the relevant Chargors shall be solely responsible for the Receiver's:

- (a) acts, omissions and defaults; and
- (b) remuneration, costs and expenses.

20. APPLICATION OF PROCEEDS

- (a) The Chargee or any Receiver or Delegate shall apply all moneys received, retained or recovered by it, and all receipts and recoveries under this Debenture or any Legal Charge (cash or otherwise):

- (i) firstly, in or towards the payment or discharge of, or provision for, all costs, charges, and expenses incurred, and payments made by the Chargee, any Receiver or any Delegate and the payment of the remuneration of any Receiver or Delegate and the discharge of any liabilities incurred by the Receiver or any Delegate in, or incidental to, the exercise of any of his powers;
- (ii) secondly, in or towards payment or discharge of, or provision for, the Secured Liabilities; and
- (iii) thirdly, in payment of the surplus (if any) to the Chargors or other persons entitled to it,

and section 109(8) of the LPA shall not apply to the application of moneys received by a Receiver.

- (b) Clause (a) above shall override any appropriation made by any Chargor.

21. PROTECTION OF PURCHASERS

21.1 No obligation to make enquiries

No purchaser or other person dealing with the Chargee or any Receiver or Delegate shall be bound or concerned:

- (a) to enquire whether the Secured Liabilities have become payable;
- (b) to enquire whether the right of the Chargee or any Receiver or Delegate to exercise any of the powers conferred on them under this Debenture has arisen or not;
- (c) with the propriety of the exercise or purported exercise of those powers;
- (d) to enquire as to whether any monies remain due or payable under the Credit Agreement; or
- (e) with the application of any consideration (whether cash or non-cash) paid to the Chargee, any Receiver or Delegate or to any other person.

21.2 Conclusive discharge

The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Chargee and any Receiver or Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

22. PRESERVATION OF SECURITY

22.1 Waiver of defences

Neither the Security created by this Debenture or any Legal Charge nor the obligations of the Chargors under this Debenture or any Legal Charge will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (without limitation and whether or not known to any Chargor or the Chargee) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take or enforce, any rights against, or Security over assets of any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case however fundamental and whether or not more onerous) or replacement, assignment, avoidance or termination of the Credit Agreement or any other document or Security or of the Secured Liabilities, including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility, under the Credit Agreement or other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of (or expressed to be of) or any Security created by (or expressed to be created by) any person under the Credit Agreement or any other document;
- (g) any insolvency, liquidation, administration or similar procedure; or
- (h) this Debenture, any Legal Charge or the Credit Agreement not being executed by or binding on any other party to it.

22.2 Chargor intent

Without prejudice to the generality of Clause 22.1 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created under this Debenture and each Legal Charge shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Credit Agreement and/or any facility or amount made available under the Credit Agreement for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

22.3 Immediate recourse

Each Chargor waives any right it may have of first requiring the Chargee (or any trustee or agent thereof) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from any Chargor under this Debenture or any Legal Charge. This waiver applies irrespective of any law or any provision of the Credit Agreement to the contrary.

22.4 Appropriations

During the Security Period the Chargee may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities or, subject to Clause 20 (*Application of Proceeds*), apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of them; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any of the Secured Liabilities.

22.5 Deferral of Chargors' rights

- (a) During the Security Period and unless the Chargee otherwise directs, no Chargor shall exercise or benefit from any rights referred to in paragraph (b) below by reason of:
 - (i) the performance of its obligations under this Debenture, any Legal Charge or the Credit Agreement;
 - (ii) any amount being payable, or liability arising, under any such document; or
 - (iii) the enforcement of the Security created by this Debenture or any Legal Charge.
- (b) The rights referred to in paragraph (a) above are the rights:
 - (i) to receive or claim payment from or be indemnified by an Obligor;
 - (ii) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Credit Agreement;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any of the Secured Parties under the Credit Agreement or of any other guarantee or Security taken pursuant to, under, or in connection with, the Credit Agreement by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Debenture, any Legal Charge or the Credit Agreement;
 - (v) to exercise any right of set-off or similar right against any Obligor; or
 - (vi) to claim or prove as a creditor of any Obligor in competition with any of the Secured Parties.
- (c) If any Chargor receives any benefit, payment or distribution in relation to any such rights it shall:

- (i) hold it on trust for the Chargee to the extent necessary to enable all amounts that may be or become payable to any of the Secured Parties by the Obligors under or in connection with this Debenture or the Credit Agreement to be repaid in full; and
- (ii) promptly pay or transfer it to the Chargee or as the Chargee may direct for application in accordance with Clause 20 (*Application of Proceeds*).

22.6 Additional Security

The Security and other rights created under this Debenture and each Legal Charge are in addition to and are not in any way prejudiced by and shall not merge with any guarantee or Security now or in the future held by the Chargee.

22.7 Tacking

The Chargee shall comply with its obligations under the Credit Agreement (including any obligation to make further advances).

22.8 Notice of subsequent Security

- (a) If the Chargee, acting in any capacity, receives (or is deemed to have received) notice of any subsequent Security or other interest over or affecting any of the Charged Property, the Chargee may open a new account of the relevant Chargor.
- (b) If the Chargee does not open a new account, it will nevertheless be treated as if it had done so at the time it received (or was deemed to have received) that notice.
- (c) As from the time the Chargee opened or was treated as having opened the new account, all payments received or recovered by the Chargee, acting in any capacity, under this Debenture or any Legal Charge:
 - (i) will be credited, or treated as having been credited, to the new account; and
 - (ii) will not be applied, or treated as having been applied, in reduction of the Secured Liabilities.

23. FURTHER ASSURANCE

23.1 Requirements

Each Chargor shall promptly, at its own expense, enter into, execute and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, the payment of any stamp duties or fees, serving notices, making filings, registrations and applications for relief against forfeiture) as the Chargee or any Receiver or Delegate may reasonably specify (and in such form as the Chargee, Receiver or Delegate may reasonably require) for the purpose of all or any of the following:

- (a) giving effect to the requirements of this Debenture and each Legal Charge;
- (b) creating, protecting, preserving and perfecting the Security intended to be created by it under this Debenture and each Legal Charge and the ranking of that Security or for the exercise of the Related Rights;
- (c) enabling any of the Charged Property to be transferred into the name of a purchaser on enforcement of the Security created under this Debenture and each Legal Charge or (in the case of Financial Collateral) the Chargee or its Delegate;

- (d) entering into, executing and completing, in favour of the Chargee or any Receiver or Delegate, mortgages or equivalent Security in overseas jurisdictions over any assets expressed to be mortgaged, assigned or charged by it by way of fixed charge under this Debenture or any Legal Charge and entering into, executing and completing in favour of any person nominated by the Chargee or any Receiver or Delegate a power of attorney in order to enter into such a document;
- (e) recording the interest of the Chargee in the Charged Property in any relevant registers in the United Kingdom and elsewhere; and
- (f) facilitating the realisation of all or any of the Charged Property or the exercise of any rights, powers and discretions conferred on the Chargee or any administrator,

including executing any transfer, conveyance, mortgage, charge, assignment or assurance of the Charged Property (whether to the Chargee or its nominee or otherwise), in a manner which is consistent with the provisions of this Debenture.

23.2 Form of documents

Any deeds and other documents that the Chargee or any Receiver or Delegate requires a Chargor to sign or execute under this Clause shall be in such form and addressed to such persons as the Chargee, Receiver or Delegate (as the case may be) shall reasonably require, and may disapply section 93 of the LPA.

24. CONSEQUENCES OF A CHARGOR'S FAILURE TO ACT

If any Chargor fails to comply in any material respect with the requirements of this Debenture, the Chargee or any Receiver or Delegate may (but shall not be obliged to) take such action as they consider necessary or desirable to remedy that failure, without prejudice to their other rights and remedies under this Debenture.

25. POWER OF ATTORNEY

25.1 Power of attorney

Promptly following the occurrence of an Event of Default, or in the event that a Chargor has failed to comply with its obligations as set out in this Debenture or any Legal Charge to perfect the Security created under this Debenture or any Legal Charge or to comply with its obligations under Clause 23 (*Further assurance*) within five Business Days of becoming aware of such failure, such Chargor irrevocably and by way of security appoints the Chargee and each Receiver and Delegate severally to be its attorney, in its name, on its behalf, as its act and deed and in such manner as the attorney thinks fit:

- (a) to carry out any obligation imposed on that Chargor by the Credit Agreement or other agreement binding on that Chargor and to which the Chargee or any Receiver or Delegate is a party; and
- (b) to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on the Chargee, any Receiver or any Delegate under this Debenture or by law.

25.2 Ratification

Each Chargor shall:

- (a) ratify and confirm all things done and all documents executed by any attorney appointed under Clause 25.1 (*Power of attorney*) in the exercise or purported exercise of all or any of the attorney's powers; and

- (b) indemnify all such attorneys against all losses, costs, damages and expenses they may incur in doing those things and executing those documents.

26. CONVERSION OF MONEYS RECEIVED

Upon, and at any time after, the date the Security created under this Debenture has become enforceable, the Chargee or any Delegate may convert all or any part of any amount standing to the credit of an Account (including the proceeds of any previous conversion under this Clause) from its existing currency into any other currency, by purchasing that other currency at the rate or rates of exchange available to the Chargee at the time of conversion.

27. RELEASE OF SECURITY

27.1 Release

Upon the expiry of the Security Period and provided that no party then has any subrogation rights in respect of the security created under this Debenture or any Legal Charge, the Chargee shall, at the request and the cost of the Chargors, release or discharge, or procure the release or discharge of, the Security constituted by this Debenture and each Legal Charge and, where appropriate, procure the reassignment to the relevant Chargor of the Charged Property assigned to the Chargee pursuant to this Debenture and each Legal Charge.

27.2 Consolidation

The right of the Chargee to consolidate mortgages shall be unrestricted and section 93 of the LPA shall not apply to this Debenture or to the exercise by the Chargee of its right to consolidate all or any of the Security created by or pursuant to this Debenture or any Legal Charge with any other Security in existence at any time.

27.3 Continuation of Security

If the Chargee considers that any amount paid to it under the Credit Agreement or otherwise in payment or discharge of all or part of the Secured Liabilities is capable of being avoided or restored or otherwise set aside in insolvency, liquidation, administration or otherwise (or is so avoided, restored or otherwise set aside), that amount shall not be considered to have been irrevocably paid, the Secured Liabilities will not be considered to have been irrevocably and unconditionally paid or discharged in full and the liability of the Chargors under this Debenture and each Legal Charge, and the Security constituted by them, will continue.

28. ASSIGNMENT AND TRANSFER

28.1 Assignments and Transfers by the Chargors

No Chargor may assign any of its rights or transfer any of its obligations under this Debenture or any Legal Charge.

28.2 Assignments and Transfers by the Chargee

The Chargee may assign and transfer all or any of its rights and obligations under this Debenture and any Legal Charge in accordance with the Credit Agreement.

29. POWERS OF DELEGATION AND DISCRETION

29.1 Appointment of Delegates

The Chargee may appoint (and remove) any person:

- (a) to act as a Delegate (including as custodian or nominee) on any terms (including powers to sub-delegate); and

- (b) to act as a separate trustee or as a co-trustee jointly with the Chargee.

29.2 Delegation by the Chargee, Receivers and Delegates

Each of the Chargee, any Receiver and any Delegate may delegate, to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

29.3 Terms of appointment

- (a) Any person appointed under this Clause shall have the rights, powers, authorities and discretions (not exceeding those given to the Chargee under or in connection with the Credit Agreement), and the duties, obligations and responsibilities, that are given or imposed by the instrument of appointment.
- (b) Any appointment or delegation under this Clause shall be on such terms (including the power to sub-delegate) as the appointor sees fit, and the appointor:
 - (i) shall not be bound to supervise, or be responsible for any damages, costs, losses or liabilities incurred by reason of any misconduct, omission or default on the part of the appointee; and
 - (ii) may pay remuneration to the appointee which shall, together with any costs and expenses (and any applicable VAT) incurred by the appointee in performing its functions, be treated as costs and expenses incurred by the Chargee or any Receiver or Delegate.

29.4 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture or under any Legal Charge by the Chargee or any Receiver may, subject to the terms of the Credit Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

30. PROTECTION OF THE CHARGE

None of the Chargee, any Receiver or any Delegate nor any of their respective officers, employees or agents, shall be liable:

- (a) to account as a mortgage in possession; or
- (b) except in the case of gross negligence or wilful misconduct on the part of the Chargee or its officers, employees or agents, for any liability, damages, costs or losses arising from:
 - (i) taking or not taking any action in relation to any of the Charged Property or any documents of or evidencing title to them including:
 - (A) the selection of periods for any time deposit or the termination of any such period before its due date of maturity; and
 - (B) taking possession of, appropriating or realising the Charged Property as permitted under this Debenture or any Legal Charge;
 - (ii) the loss or destruction of, or damage to, any of the Charged Property or any documents of or evidencing title to them; or
 - (iii) any fluctuation in exchange rates in connection with any purchase of currencies under Clause 26 (*Conversion of moneys receive*).

31. COSTS AND EXPENSES

31.1 Enforcement and preservation costs

The Chargors shall, promptly on demand, pay to the Chargee and any Receiver or Delegate the amount of all costs and expenses (including legal fees and together with any applicable VAT) incurred by them in connection with the enforcement of or the exercise or preservation of any rights under this Debenture or any Legal Charge and any proceedings instituted by or against them as a consequence of taking or holding the Security created or expressed to be created under this Debenture or any Legal Charge or of enforcing those rights.

31.2 Stamp Taxes

The Chargors shall promptly pay any judgment given in connection with this Debenture or any Legal Charge including: (i) any judgment given in connection with the enforcement of this Debenture or any Legal Charge; (ii) any judgment given in connection with the payment of any stamp, documentary and similar Taxes; and any judgment given in connection with any registration, notarial and other fees arising in connection with this Debenture or such Legal Charge.

32. OTHER INDEMNITIES

32.1 Indemnity to the Chargee

- (a) Each Chargor shall promptly indemnify the Chargee and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
 - (i) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (ii) the taking, holding, protection or enforcement of the Security created under this Debenture and any Legal Charge;
 - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Chargee and each Receiver and Delegate by this Debenture or by law;
 - (iv) any default by any Chargor in the performance of any of the obligations expressed to be assumed by it in this Debenture; or
 - (v) acting as Chargee, Receiver or Delegate under this Debenture or which otherwise relates to any of the Charged Property (otherwise, in each case, than by reason of the relevant Chargee's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) The Chargee and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself and its officers and employees out of any of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 32.1 and shall have a lien on:
 - (i) the Charged Property comprising chattels in its possession or under its control; and
 - (ii) and the proceeds of the enforcement of the Security created or expressed to be created in favour of the Chargee under this Debenture and any Legal Charge,for all moneys payable to it.

32.2 Tax indemnity

- (a) The Chargors shall (within three Business Days of demand by the Chargee) pay to the Chargee an amount equal to the loss, liability or cost which the Chargee determines will be or has been (directly or indirectly) suffered for or on account of Tax by the Chargee in respect of the Credit Agreement.
- (b) Paragraph (a) above shall not apply:
 - (i) with respect to any Tax assessed on the Chargee:
 - (A) under the law of the jurisdiction in which the Chargee is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Chargee is treated as resident for tax purposes; or
 - (B) under the law of the jurisdiction in which the Chargee is located in respect of amounts received or receivable in that jurisdiction, if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Chargee; or
 - (ii) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a party to the Credit Agreement.

33. NOTICES

33.1 Communications in writing

Any communication to be made under or in connection with this Debenture or any Legal Charge shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

33.2 Addresses

- (a) The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Debenture and any Legal Charge is that identified with its name in paragraph (b) below or any substitute address or email address or department or officer as the relevant party may notify to the other by not less than five Business Days' notice.
- (b) The addresses and other particulars of the parties are:
 - (i) The Chargors

Avon Cosmetics Limited (for itself and as process agent in accordance with clause 41.2 (*Service of process*))

Name: Anna Tolley

Address: Lancaster House, Nunn Mills Road, Northampton

Attention: Legal Department

Email: anna.tolley@avon.com

Avon Beauty Limited

Name: Anna Tolley

Address: Lancaster House, Nunn Mills Road, Northampton
Attention: Legal Department
Email: anna.tolley@avon.com

(ii) The Lender

Natura &Co UK Holdings Limited

Name: Natura &Co UK Holdings Limited
Address: Nunn Mills Road, Northampton, NN1 5PA
Attention: Patricia Espinelli
Email: patricia.espinelli@natura.net

Copy to:

Name: Natura &Co Holding S.A.
Address: Av. Alexandre Colares 1188, São Paulo, SP, Brazil
Attention: itamargaino@natura.net / danielaanversa@natura.net

33.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Debenture or any Legal Charge will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address, or two Business Days or, in the case of airmail, five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under Clause 33.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified in paragraph (b) of Clause 33.2 (*Addresses*) (or any substitute department or officer as the Chargee shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with paragraphs (a) or (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

33.4 Electronic communication

- (a) Any communication or document to be made or delivered by one person to another under or in connection with this Debenture or any Legal Charge may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two persons:

- (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between a Chargor may only be made in that way to the extent that the relevant Chargor and the Chargee agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Chargee only if it is addressed in such a manner as the Chargee shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Debenture or any Legal Charge shall be deemed only to become effective on the following day.

33.5 English language

- (a) Any notice given under or in connection with this Debenture or any Legal Charge must be in English.
- (b) All other documents provided under or in connection with this Debenture or any Legal Charge must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Chargee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

34. CALCULATIONS AND CERTIFICATES

34.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Debenture or any Legal Charge, the entries made in the accounts maintained by the Chargee are *prima facie* evidence of the matters to which they relate.

34.2 Certificates and determinations

Any certification or determination by the Chargee of a rate or amount under this Debenture or any Legal Charge is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

35. JOINT AND SEVERAL

The liabilities of each of the Chargors under this Debenture shall be joint and several.

36. PARTIAL INVALIDITY

If, at any time, any provision of this Debenture or any Legal Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

37. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right or remedy under this Debenture or any Legal Charge shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Debenture and each Legal Charge are cumulative and not exclusive of any rights or remedies provided by law.

38. AMENDMENTS AND WAIVERS

Any term of this Debenture may be amended or waived only with the written consent of each Chargor and the Chargee.

39. COUNTERPARTS

This Debenture and each Legal Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture or the relevant Legal Charge.

40. GOVERNING LAW

This Debenture and each Legal Charge and any non-contractual obligations arising out of or in connection with them are governed by English law.

41. JURISDICTION

41.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture or any Legal Charge (including a dispute relating to the existence, validity or termination of this Debenture or any Legal Charge or any non-contractual obligation arising out of or in connection with this Debenture or any Legal Charge) (a "**Dispute**").
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and accordingly no party will argue to the contrary.
- (c) This Clause 41.1 is for the benefit of the Chargee only. As a result, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

41.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each U.S. Guarantor:

- (i) irrevocably appoints Avon Cosmetics Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture and each Legal Charge (and Avon Cosmetics Limited, by its execution of this Debenture, accepts that appointment); and
 - (ii) agrees that failure by an agent for service of process to notify any U.S. Guarantor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is for any reason unable to act as such, each U.S. Guarantor shall immediately (and in any event within ten Business Days of such event taking place) appoint another agent on terms acceptable to the Chargee. Failing this, the Chargee may appoint another agent for this purpose.

SCHEDULE 1
THE CHARGORS

Name	Type	Place of Incorporation	Registered Number
Avon Beauty Limited	Company	England and Wales	11707867
Avon Cosmetics Limited	Company	England and Wales	00592235
Avon International Operations, Inc.	Company	US	911891
Avon Products, Inc.	Company	US	809571

SCHEDULE 2**THE SCHEDULED REAL PROPERTY****PART I****REGISTERED LAND**

(Freehold and/or leasehold property (if any) in England and Wales of which a Chargor is registered as the proprietor at the Land Registry)

[None at present]

PART II**UNREGISTERED LAND**

(Freehold and/or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry and of which a Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Chargor	Description	Date	Document	Parties
Avon Cosmetics Limited	Lease	20-12-2022	Underlease of Part for a term running from 01-07-2022 until 28-05-2037 at a commencing annual rental of £593,845.38 per annum plus service charge and building insurance contribution	Aesop UK Limited (1) Avon Cosmetics Limited (2)
Avon Cosmetics Limited	Lease of North Wing of Second Floor, Lancaster House, Nunn Mills Road, Northampton	29-07-2022	Lease of Part running for a period of two years from 29-07-2022 at a commencing rental of £96,514.00 per annum plus service charge and building insurance contribution with an option to renew for a further term until 28-07-2032	Bisney Oriental Limited (1) Avon Cosmetics Limited (2) Natura & Co Holding SA (3)
Avon Cosmetics Limited	Lease of First Floor and Ground Floor, Lancaster House, Nunn Mills Road, Northampton	29-07-2022	Lease for a term of 10 years from 29-7-2022 at a commencing annual rental of £572,394 per annum pls service charge and building insurance contribution	Bisney Oriental Limited (1) Avon Cosmetics Limited (2) Natura & Co Holding SA (3)

SCHEDULE 3
THE SCHEDULED INVESTMENTS

Chargor	Name of company whose shares are being charged	Jurisdiction	Description of investments and number of shares held	Issued capital share	Share Certificate Number	Details of nominees holding legal title
Avon International Operations, Inc.	Avon Cosmetics Limited	England	24,071,965 Ordinary Shares	24,071,965	No. 31 No. 32	NA
Avon Cosmetics Limited	Avon Beauty Limited	England	550,000,100 Ordinary Shares	EUR 550,000,100	No. 1 No. 2	NA
Avon Cosmetics Limited	Avon European Financial Services Limited	England	1 Ordinary Share	£1.00	No. 2	NA
Avon Cosmetics Limited	Avon Holdings Vagyonkezelő Kft.	Hungary	5,482,922,579 registered capital as business share	5,482,922,579 HUF (14010155.68 EUR)	[Not provided]	NA
Avon Cosmetics Limited	Avon Netherlands Holdings B.V.	The Netherlands	19 shares of Class A, 1 share of Class B and 1 share of Class C 0.005% - 1 share	EUR 19,002 19 shares of Class A, 1 share of Class B and 1 share of Class C	[Not provided]	NA

Avon Cosmetics Limited	Avon Netherlands Holdings II B.V.	The Netherlands	0.005% - 1 share	EUR 18,000	[Not provided]	NA
Avon Cosmetics Limited	Avon Kozmetika d.o.o	Croatia	100% of shares (<i>i.e.</i> share capital)	EUR 14,599.51	[Not provided]	AVON COSMETICS LIMITED, registry no.: 592235, Northampton, NN1 5PA, Nunn Mills Road, UK
Avon Cosmetics Limited	Avon Cosmetics, spol. s r.o.	Czech Republic	13 206 000 registered capital as business share held by Avon Cosmetics Limited (100%)	13 206 000 CZK	[Not provided]	NA
Avon Cosmetics Limited	Avon Eesti OÜ	Estonia	100%	204 649 EUR	[Not provided]	NA
Avon Cosmetics Limited	Avon Cosmetics Finland Oy	Finland	38,200 shares	EUR 38,200 (100%)	[Not provided]	NA
Avon Cosmetics Limited	Avon Cosmetics GmbH	Germany	Five type A shares and one type B share	48,000,000 German marks (approx. EUR 24,542)	[Not provided]	NA
Avon Cosmetics Limited	Avon Cosmetics Georgia LLC	Georgia	100% of shares (<i>i.e.</i> share capital)	GEL 176000	[Not provided]	AVON NETHERLANDS HOLDINGS B.V. AMSTERDAM,

							is the only shareholder having 100% of share capital
Avon Cosmetics Limited	Avon Cosmetics Hungary Kft.	Hungary	10,000,000 registered capital as business share	10,000,000 HUF which is 25559.40 EUR	[Not provided]		NA
Avon Cosmetics Limited	Avon Cosmetics s.r.l. a Socio Unico	Italy	100% share - EUR 1.950.000,00	EUR 1.950.000,00	[Not provided]		NA
Avon Cosmetics Limited	Avon Cosmetics SIA	Latvia	392,615 shares (100%)	EUR 392,615	[Not provided]		NA
Avon Cosmetics Limited	UAB Avon Cosmetics	Lithuania	2528 shares (100%)	EUR 732159,36	[Not provided]		NA
Avon Cosmetics Limited	Avon Cosmetics DOOEL	Macedonia	Sole shareholder is having 100% of share capital	28.151.600 MKD (457.75 EUR for 1 share)	[Not provided]		NA
Avon Cosmetics Limited	Avon Cosmetics Montenegro d.o.o.Podgorica	Montenegro	Sole shareholder is having 100% of share capital	Monetary capital – EUR 38,000	[Not provided]		AVON NETHERLANDS HOLDINGS B. V. AMSTERDAM, is the only shareholder having 100% of share capital
Avon	Avon	Poland	88,593 shares (100%)	53,155,800 PLN	uncertificated		NA

Cosmetics Limited	Cosmetics Polska Sp z o.o.						
Avon Cosmetics Limited	Avon Global Business Services Sp. z o.o.	Poland	1,000 shares (100%)	50,000 PLN	uncertificated	NA	
Avon Cosmetics Limited	Avon Operations Polska Sp. z o.o.	Poland	6,000,000 shares	3,000,000 PLN	uncertificated	NA	
Avon Cosmetics Limited	Avon Distribution Polska Sp. z o.o.	Poland	1 share 0.02%	2,868,600 PLN (value of one share held by ACL: 600 PLN)	uncertificated	NA	
Avon Cosmetics Limited	Avon Cosmetics, Lda.	Portugal	2 shares (100%)	528,825.53 EUR (528,700.83 EUR from one share and 124.70 EUR from the other share)	uncertificated	NA	
Avon Cosmetics Limited	Avon Cosmetics SCG d.o.o. Beograd	Serbia	Sole shareholder is having 100% of share capital	Monetary capital – registered and paid in (RSD 33.729.259,55)	[Not provided]	AVON NETHERLANDS HOLDINGS B.V. is the only shareholder having 100% of share capital	
Avon Cosmetics	Avon Cosmetics,	Slovakia	722 546 shares registered capital as business share held by Avon Cosmetics Limited	723 296 EUR	[Not provided]	NA	

Limited	spol. s.r.o.		750 shares registered capital as business share held by Avon International Holdings Company			
Avon Cosmetics Limited	Avon d.o.o., Ljubljana	Slovenia	The Sole Shareholder Avon Cosmetics Limited has two capital contribution and on this basis two business shares as follows: 1. the capital contribution in the nominal amount of EUR 58,479.83 that in relation to the total share capital of the Company represents 86.9679% business share; and 2. the capital contribution in the nominal amount of EUR 8,763.17 that in relation to the total share capital of the Company represents 13.0321% business share.	The entire (100 %) share capital of the Company amounts to EUR 67,243.00.	[Not provided]	NA
Avon Cosmetics Limited	Avon Kozmetik Urunleri Sanayi ve Ticaret Anonim Sirketi	Turkey	7.722.800.064 – ordinary shares (one share is TRY 0,01) Capital increase	TRY 77.228.000,64 (99.1984800%)	The share certificates numbered 1, 3, 4, 5	NA
Avon Cosmetics Limited	Avon International Capital Company	Cayman Islands	3,914,126, 743 (Class A) 47,538,91 3 (Class B)	,914,126, 743 (Class A) 47,538,91 3 (Class B)	NA	NA
Avon Cosmetics Limited	Avon Cosmetics LLC	Kyrgyz Republic	99.9%	\$10,000	NA	NA
Avon Cosmetics Limited	Avon Colombia Holdings I	Cayman Islands	2,000 ordinary shares	\$2,000	NA	NA

Avon Cosmetics Limited	Avon Colombia Holdings II	Cayman Islands	2,000 ordinary shares	\$2,000	NA	NA
Avon Cosmetics Limited	Avon Egypt Holdings I	Cayman Islands	50,000 ordinary shares	USD 50,000	NA	NA
Avon Cosmetics Limited	Avon Egypt Holdings II	Cayman Islands	50,000 ordinary shares	USD 50,000	NA	NA
Avon Cosmetics Limited	Avon Egypt Holdings III	Cayman Islands	50,000 ordinary shares	USD 50,000	NA	NA
Avon Cosmetics Limited	Avon Asia Holdings Company	Mauritius	28,278,944 ordinary shares of par value USD\$1.00 each	USD 28,278,944	NA	NA
Avon Cosmetics Limited	Avon Products (China) Co., Limited	China	The total investment is USD 125,601,000 The registered capital is USD 41,867,000	NA	NA	NA
Avon Cosmetics Limited	Avon Healthcare Products Manufacturing (Guangzhou) Limited	China	The total investment is RMB 216,520,000 The registered capital is RMB 86,698,625.40	NA	NA	NA
Avon Cosmetics Limited	Avon Cosmetics Egypt, S.A.E.	Egypt	500,000 stock shares	EGP 17,000,000	NA	NA

Avon Cosmetics Limited	Viva Cosmetics Holding GmbH	Switzerland	20,000 common shares	20,000 CHF	NA	NA
Avon Cosmetics Limited	Avon Holdings Ltd. (Bermuda)	Bermuda	12,000 common shares of p.v. US\$1.00	USD\$12,000	NA	Members register / commercial register
Avon Cosmetics Limited	Avon International (Bermuda) Ltd	Bermuda	79% of Avon International (Bermuda) Ltd.: 9480 common shares of p.v. US\$1.00	USD\$ 9,480	NA	NA
Avon Cosmetics Limited	Avon Export Limitada	Guatemala	[Not provided]	[Not provided]	NA	NA
Avon Products, Inc.	Productos Avon S.A.	El Salvador	99.967% of shares (5,998 shares)	USD 72,000 (6,000 shares)	NA	NA
Avon Cosmetics Limited	Avon Cosmetics (Greece) EPE	Greece	599/600 shares – i.e. 99,83%	99,83% of EUR 18.000,00 – EUR 17.970,00	NA	NA
Avon International Operations, Inc.	Avon Cosmetics (Greece) EPE	Greece	1/600 share – i.e. 0,17%	0,17% of EUR 18.000,00 – EUR 30,00	NA	NA
Avon Cosmetics Limited	Avon Cosmetics (Moldova) S.R.L.	Moldova	100%	MDL 3 883 520	NA	NA

Avon Cosmetics Limited	Avon Cosmetics Ukraine	Ukraine	100% of shares (<i>i.e.</i> share capital)	UAH 671920	NA	AVON COSMETICS LIMITED, registry no.: 592235, Northampton, NN1 5PA, Nunn Mills Road, UK
Avon Cosmetics Limited	Avon Cosmetics (FEBO) Limited	Hong Kong	20,000 ordinary shares	HK\$100,000 USD11,870,590.54	NA	NA
Avon Cosmetics Limited	Avon Cosmetics (Malaysia) Sdn. Bhd.	Malaysia	2,550,000 ordinary shares	RM5,000,000.00	NA	NA
Avon International Operations, Inc.	AIO Asia Holdings, Inc.	USA	100 shares of common stock at USD 0.00001 par value each	USD\$0.001	NA	NA
Avon Cosmetics Limited	Avon Cosmetics Bulgaria EOOD	Bulgaria	103,100 quota, BGN 10 each	BGN 1,031,000	NA	NA
Avon Cosmetics Limited	LLP Avon Cosmetics (Kazakhstan) Limited	Kazakhstan	152,000 KZT (approx. USD315)	152,000 KZT	NA	NA

Avon Cosmetics Limited	Avon Beauty Products, SARL	Morocco	165,981	165,981	NA	NA
Avon Cosmetics Limited	Avon Cosmetics Albania Sh.p.k.	Albania	1 share	Lek 255,234,039	NA	NA
Avon Cosmetics Limited	Avon Cosmetics (Taiwan) Ltd.	Taiwan	250,000 ordinary shares (NT\$100 per share)	NT\$25,000,000	NA	NA
Avon Cosmetics Limited	Avon Products Mfg., Inc (Philippines) (MEG)	Philippines	1,373,839,164 common shares	1,373,839,164 common shares	NA	five common shares are registered in the name of the nominee directors as follows: Tirso Antonio B. Pereja, Anabel N. Dalmacia, Maria Rosabel M. Tanjuakio, Maricel R. Sabino, and Efren Elvin A. Peria (collectively, the "Trustees", and each, a "Trustee")
Avon Cosmetics Limited	Viva Netherlands Holding BV	The Netherlands	100% held by Viva Cosmetics Holding GmbH 18,000 shares held	18,000	NA	NA

Avon Cosmetics Limited	Beauty Products Holding SL	Spain	703,698 shares of EUR1 nominal value	EUR703,698	In the bylaws it is figured the share capital and the number of the shares of the company: EUR 703,698	Sole Shareholder: Viva Cosmetics Holding GMBH. In the bylaws it is figured the share capital and number of shares of the company .
Avon Cosmetics Limited	Beauty Products Latin America Holdings SL	Spain	22.610.450 shares of €0,10 of nominal value each	€2,261,045	NA	In the bylaws it is figured the share capital and the number of shares of the company . Sole Shareholder: BEAUTY PRODUCTS HOLDING SOCIEDAD LIMITADA
Avon Products Inc.,	Cosmeticos Avon Sociedad Anomina Comercial E Industrial (Cosméticos Avon S.A.C.I.) (Argentina) (Avon Argentina)	Argentina	2%, 93,017,456 common shares	[Not provided]	[Not provided]	[Not provided]
Avon Cosmetics	Productos Avon Ecuador	Ecuador	[Not provided]	[Not provided]	[Not provided]	[Not provided]

Limited	AS					
Avon Products, Inc.	Avon Cosmetics International Holdings B. V.	The Netherlands	[Not provided]	[Not provided]	[Not provided]	[Not provided]

SCHEDULE 4
DETAILS OF ACCOUNTS

Details of bank (name, address, sort code)	Swift Code	Account Holder	Account name	Account Type	Currency of Account	Account number
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		Avon Beauty Limited	Avon Beauty Limited	Operating	EUR	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	EUR	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	EUR	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	USD	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	GBP	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	PLN	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	ZAR	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	RON	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	TRY	
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	GBP	
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		Avon Cosmetics Limited	Avon Cosmetics Limited	Operating	USD	
Bank of America, 2 KING		Avon Cosmetics	Avon Cosmetics	Op	EUR	G

EDWARD STREET, LONDON EC1A 1HQ		Limited	Limited	erat ing	R	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	GB P	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	EU R	
Citibank N.A. London Branch, 33 Canada Square, London E14 5LB		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	US D	
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	GB P	
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	EU R	
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	US D	
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	EU R	
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	US D	
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	GB P	
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	GB P	
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	GB P	
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op erat ing	GB P	

HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op er at ing	GB P
HSBC, 8 CANADA SQUARE, LONDON		Avon Cosmetics Limited	Avon Cosmetics Limited	Op er at ing	GB P
SANTANDER UK PLC, BRIDLE ROAD, BOOTLE, United Kingdom		Avon Cosmetics Limited	Avon Cosmetics Limited	Op er at ing	GB P
SANTANDER UK PLC, BRIDLE ROAD, BOOTLE, United Kingdom		Avon Cosmetics Limited	Avon Cosmetics Limited	Op er at ing	GB P
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		AVON INTERNATIONAL OPERATIONS	AVON INTERNATIONAL OPERATIONS	Op er at ing	US D
Bank of America, 2 KING EDWARD STREET, LONDON EC1A 1HQ		AVON INTERNATIONAL OPERATIONS	AVON INTERNATIONAL OPERATIONS	Op er at ing	EU R

SCHEDULE 5**THE SCHEDULED INSURANCE POLICIES**

Policyholder	Insurer (name and address)	Insureds	Policy Type	Policy Number	Expiry Date
Avon Products, Inc.	Berkshire Hathaway Speciality Insurance <i>[Refer to Annex A (D&O Run-Off)]</i>	<i>[Refer to Annex A (D&O Run-Off)]</i>	D&O run off	47-EPC-309865-01 (Primary)	1 January 2026
Avon Products, Inc.	Berkshire Hathaway Specialty Insurance Company; 1314 Douglas Street, Suite 1400 Omaha, NE 68102-1944	Avon Products, Inc.	Fiduciary	47-EPC-31026 6-05	13 March 2025
Avon Products, Inc.	XL Bermuda Ltd. (AXA XL); O'Hara House One Bermudiana Road Hamilton, HM 08 Bermuda	Avon Products, Inc.	EPL	BM00038678E P23A	13 June 2024
Avon Products, Inc.	Great American Insurance Group 3561 Solutions Center Chicago, IL 60677-3005	Avon Products, Inc.	ERISA Bond	SAA 402-81-05-09-00	13 March 2025
Avon Products, Inc.	Great American Insurance Company 3561 Solutions Center Chicago, IL 60677-3005	Avon Products, Inc.	Special Crime	KR 780-08-41-08-00	31 August 2024
Avon Products,	<i>[Refer to Annex</i>	<i>[Refer to</i>	Casualty	<i>[Refer to Annex</i>	1 June 2024

Inc.	<i>B (Casualty)]</i>	<i>Annex B (Casualty)]</i>		<i>B (Casualty)]</i>	
Avon Products, Inc.	RLI Insurance Company; 525 W Van Buren St Chicago, IL 60607	Avon Products, Inc.	Marine Cargo	CAR0100091	30 June 2024
Avon Products, Inc.	Chubb (ACE American Insurance Company) 436 Walnut St, Philadelphia, PA 19106 USA	Avon Products, Inc and its subsidiaries and affiliated companies as now existing or may hereinafter be acquired or created	Business Travel Accident	ADD N1089279A	1 June 2024
Avon Products, Inc.	Zurich Insurance plc; UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.	Avon Products, Inc.	Property	7510514	31 October 2024

ANNEX A

D&O Run Off

Coverage Description	Insurance Carrier	Issuing Country (US, UK, BDA)	Policy Period	Policy Number	Binder?	Policy?
Directors & Officers						
Primary D&O	Berkshire Hathaway Specialty Insurance	USA	January 1, 2020 - January 1, 2021	47-EPC-309865-01	Y	Y
1st Excess D&O	Berkley Professional Liability	USA	January 1, 2020 - January 1, 2021	BPRO8049922	Y	Y
2nd Excess D&O	Arch Insurance Company	USA	January 1, 2020 - January 1, 2021	DOX1000159-00	Y	Y
2nd Excess D&O	AXA XL - Professional Insurance	USA	January 1, 2020 - January 1, 2021	ELU165592-20	Y	Y
3rd Excess D&O	Wesco Insurance Co, (Euclid)	USA	January 1, 2020 - January 1, 2021	EUW1843037 00	Y	Y
4th Excess D&O	Hiscox	UK	January 1, 2020 - January 1, 2021	FSUSC2003262	Y	Y
5th Excess D&O	Allianz	USA	January 1, 2020 - January 1, 2021	USF00624720	Y	Y
6th Excess D&O	Hartford Financial Products	USA	January 1, 2020 - January 1, 2021	41 DA 0345285 20	Y	Y
7th Excess D&O	Markel	USA	January 1, 2020 - January 1, 2021	MKLM6EL0005153	Y	Y
8th Excess D&O	Nationwide	USA	January 1, 2020 - January 1, 2021	XMO2009182	Y	Y
9th Excess D&O	North River Ins. Co. (Crum & Forster)	USA	January 1, 2020 - January 1, 2021	577-100603-7	Y	Y
10th Excess D&O	AXIS Insurance Company	USA	January 1, 2020 - January 1, 2021	P-001-000275660-01	Y	Y

11th Excess D&O	Old Republic Professional Liability	USA	January 1, 2020 - January 1, 2021	ORPRO 43751	Y	Y
12th Excess D&O	XL Bermuda Ltd. (AXA XL)	BDA	January 1, 2020 - January 1, 2021	BM00034346DO20A	Y	Y
13th Excess D&O	Hudson Insurance Group	USA	January 1, 2020 - January 1, 2021	HN-0303-6156	Y	Y
14th Excess D&O - Side A DIC	Arch Insurance Company	USA	January 1, 2020 - January 1, 2021	ABL1000036-00	Y	Y
15th Excess D&O - Side A DIC	Berkshire Hathaway Specialty Insurance	USA	January 1, 2020 - January 1, 2021	47-EPC-309866-01	Y	Y
16th Excess D&O - Side A DIC	Allianz	USA	January 1, 2020 - January 1, 2021	USF00628420	Y	N
17th Excess D&O - Side A DIC	Hudson Insurance Group	USA	January 1, 2020 - January 1, 2021	HN-0303-6155	Y	N

ANNEX B

Casualty

Coverage Description	Insurance Carrier	Issuing Country (US, UK, BDA)	Policy Period	Policy Number
Domestic Primary Casualty				
General / Products Liability	Travelers	US	June 1, 2023 - June 1, 2024	TC2JGLSA-1L179723-TIL-23
Automobile Liability	Travelers	US	June 1, 2023 - June 1, 2024	TN-CAP-3J525955-PHX-23
Workers' Compensation / Employers' Liability	Travelers	US	June 1, 2023 - June 1, 2024	UB-7N055581-23-51-H
International				
Foreign Commercial General Liability	AIG	US	June 1, 2023 - June 1, 2024	800279512
Foreign Voluntary Workers Compensation	AIG	US	June 1, 2023 - June 1, 2024	8375264
Contingent Auto	AIG	US	June 1, 2023 - June 1, 2024	800279513
Umbrella / Excess Liability				
Umbrella Liability	AXA XL	US	June 1, 2023 - June 1, 2024	US00058038LI23A
Umbrella Liability - Punitive Damages	XL Bermuda Ltd.	BDA	June 1, 2023 - June 1, 2024	BM00037593LI223
1st Excess Liability	Everest	USA	June 1, 2023 - June 1, 2024	XC5EX00992-231
1st Excess Liability - Punitive Damages	Everest	BDA	June 1, 2023 - June 1, 2024	PWB0000019 - 231

2nd Excess Liability (Quota Share)	Great American	US	June 1, 2023 - June 1, 2024	EXC4902155
2nd Excess Liability - Punitive Damages (QS)	GAI Insurance Co Ltd.	BDA	June 1, 2023 - June 1, 2024	EXC 1494384
2nd Excess Liability - (Quota Share)	Allianz	US	June 1, 2023 - June 1, 2024	USL02882323
2nd Excess Liability - Punitive Damages	Allianz Global Corporate & Specialty SE	UK	June 1, 2023 - June 1, 2024	GBL00921023B
3rd Excess Liability	Liberty Mutual	US	June 1, 2023 - June 1, 2024	ECO(24)59790321
3rd Excess Liability - Punitive Damages	Magna Carta Ins. Ltd. (LM)	BDA	June 1, 2023 - June 1, 2024	MCL1210213
4th Excess Liability (includes Punitive Damages)	AWAC	BDA	June 1, 2023 - June 1, 2024	AB2023-00130
5th Excess Liability (includes Punitive Damages)	Munich Re UK	UK	June 1, 2023 - June 1, 2024	CSUSA2304947
Discovery - Standalone Occurrence Reported	Liberty Specialty Markets	BDA	June 1, 2023 - June 1, 2024	LSMAEC104796A
Discovery - Standalone Occurrence Reported	AXA XL BDA	BDA	June 1, 2023 - June 1, 2024	XLUMB-601180
Discovery - Standalone Occurrence Reported	Chubb BDA	BDA	June 1, 2023 - June 1, 2024	AVP-5161/5

SCHEDULE 6**THE SCHEDULED RELEVANT CONTRACTS**

Contracting Parties	Type of Contract	Date of Contract	Term
(1) Avon Cosmetics Limited (2) Al Hathboor International L.L.C.	Distribution	01/01/2001	Indefinite
(1) Avon Cosmetics Limited (2) Alpan Cosmetics Ltd	Distribution	01/10/2015	01/10/2024
(1) Avon Cosmetics Limited (2) Bashman Brothers Ltd	Distribution	01/10/2015	01/10/2024
(1) Avon Cosmetics Limited (2) Women's Cosmetics Ltd	Distribution	01/07/2003	01/07/2025
(1) Avon Cosmetics Limited (2) Kimport	Distribution	01/09/1986	01/09/2014
(1) Avon Cosmetics Limited (2) Khalil Fattal & Fils Sal	Distribution	14/06/1993	14/06/2024
(1) Avon Cosmetics Limited (2) Chamarel Cosmetics Ltd	Distribution	08/09/1994	08/09/2024
(1) Avon Cosmetics Limited (2) Societe Ixia Sarl	Distribution	09/02/1997	09/02/2025
(1) Avon Cosmetics Limited (2) Medil Trade Comercio E Industria Ltd	Distribution	25/03/2020	25/03/2025
(1) Avon Cosmetics Limited (2) Avon Beauty Arabia LLC	Distribution	02/12/2021	02/12/2024
(1) Avon Cosmetics Limited (2) Abu Issa Marketing and Distribution W.L.L.	Distribution	02/12/2021	02/12/2024
(1) Avon Cosmetics Limited (2) Tropik Industries Cameroon, S.A.	Distribution	01/07/2022	01/07/2024
(1) Avon Cosmetics Limited (2) Quest Retail Private Limited	Distribution & Licence	27 th September 2022	1/11/2032 10 year term

SCHEDULE 7
THE SCHEDULED PLANT AND EQUIPMENT

[None at present]

SCHEDULE 8**THE SCHEDULED INTELLECTUAL PROPERTY****PART I****PATENTS**

Title	Country	Grant Number	Grant Date	Application number	Application Date	Status	Applicant/Owner
Cosmetic Composition with Encapsulated Pigments and a Method for Using	United Kingdom	1959922	23-Jun-2021	06826598.2	23-Oct-2006	Granted	Avon Products, Inc.
Cosmetic Composition Containing Novel Fractal Particle-Based Gels	United Kingdom	2125176	13-Sep-2017	07868794.4	20-Nov-2007	Granted	Avon Products, Inc.
Stabilized Glycerin-in-Oil Emulsions	United Kingdom	2515828	#####	10839991.6	15-Dec-2010	Granted	Avon Products, Inc.
Long-Lasting Easy Wash-Off Cosmetic Compositions	United Kingdom	2790679	03-Oct-2018	14733950.1	10-Aug-2012	Granted	Avon Products, Inc.
Cosmetic Applicator	United Kingdom	2770867	10-Oct-2018	12843013.9	05-Jul-2012	Granted	Avon Products, Inc.
Volumizing Mascara Compositions	United Kingdom	3131530	22-Sep-2021	15779417.3	01-Apr-2015	Granted	Avon Products, Inc.
Compositions With Increased Color Shade Stability	United Kingdom	3694470	#####	19737936.5	12-Jun-2019	Granted	Avon Products, Inc.
Stabilized Emulsions with Acidic Agents	United Kingdom	3681460	05-Jan-2022	PCT/US19/36835	12-Jun-2019	Granted	Avon Products, Inc.

Extended Release Compositions	Fragrance	United Kingdom	3099381	29-Apr-2020	14880438.8	19-Nov-2014	Granted	Avon Inc.	Products,
Compositions for Superhydrophobicity	Imparting	United Kingdom	2293760	29-Mar-2023	PCT/US09/40496	14-Apr-2009	Granted	Avon Inc.	Products,
Method for Improving Color Retention in Artificially Colored Hair		United Kingdom	2635349	02-Aug-2017	11838453.6	20-Oct-2011	Granted	Avon Inc.	Products,
Use of Glutamide Stabilizers		United Kingdom	2638531	#####	11853384.3	21-Nov-2011	Granted	Avon Inc.	Products,
Hair Care Compositions		United Kingdom	2787952	12-Oct-2016	12856443.2	03-Aug-2012	Granted	Avon Inc.	Products,
Compositions and Methods for Treating Damaged Hair		United Kingdom	2964334	07-Apr-2021	14760627.1	27-Feb-2014	Granted	Avon Inc.	Products,
A Water Based Clear Sunscreen and Insect Repellent Composition		United Kingdom	2061308	22-Jan-2014	07814289.0	21-Aug-2007	Granted	Avon Inc.	Products,
Cosmetic Compositions and Methods for Using Same to Improve the Aesthetic Appearance of Skin		United Kingdom	EP1622579B1	30-Mar-2011	04760943	07-May-2004	Granted	Avon Inc.	Products,
Use of Natural Plant Extracts in Cosmetic Compositions		United Kingdom	1827109	06-Jan-2021	05825815.3	28-Nov-2005	Granted	Avon Inc.	Products,
Topical Compositions Comprising Non-Proteogenic Amino Acids and Methods of Treating Skin		United Kingdom	2229138	28-Aug-2019	08863288.0	14-Nov-2008	Granted	Avon Inc.	Products,
Topical Compositions Containing CIS-6-Nonenol and its Derivatives and Methods for Treating Skin		United Kingdom	2367420	08-Mar-2017	09835537	11-Dec-2009	Granted	Avon Inc.	Products,

Cosmetic Use of 1-Aroyl-N-(2-oxo-3-piperidinyl)-2-Piperazine Carboxamides and Related Compounds	United Kingdom	EP2384195B1	26-Sep-2012	09837031	23-Dec-2009	Granted	Avon Inc.	Products,
Compositions Having a Plurality of Discrete Emulsions	United Kingdom	2367520	27-Jun-2018	09830845.5	18-Nov-2009	Granted	Avon Inc.	Products,
Cosmetic Uses of Modified Stressed Yeast Extracts and Related Compositions	United Kingdom	2473183	27-Jun-2018	10812474.4	04-Aug-2010	Granted	Avon Inc.	Products,
Paxillin Stimulating Compositions and Cosmetic Uses Thereof	United Kingdom	2516429	24-Jun-2020	10843468.9	13-Dec-2010	Granted	Avon Inc.	Products,
Compositions and Methods for Stimulation MAGP-1 to Improve the Appearance of Skin	United Kingdom	2588593	23-Aug-2017	11804011.2	13-Jun-2011	Granted	Avon Inc.	Products,
Compositions and Methods for Stimulation MAGP-1 to Improve the Appearance of Skin	United Kingdom	3272329	16-Sep-2020	EP17186761.7	13-Jun-2011	Granted	Avon Inc.	Products,
Use of Tiliacora Triandra in Cosmetics and Compositions Thereof	United Kingdom	2588062	#####	10854212.7	30-Jun-2010	Granted	Avon Inc.	Products,
A Topical Lightening Composition and Methods of Use Thereof	United Kingdom	2969030	13-Jan-2021	14778546.3	26-Feb-2014	Granted	Avon Inc.	Products,
Oxidized Derivatives of GDF-11 Fragments	United Kingdom	3906012	24-Aug-2022	19702501-8	04-Jan-2019	Granted	Avon Inc.	Products,
Stable Ascorbic Acid Solution with High Water Content	United Kingdom	2596681	12-Oct-2022	PCT/US20/22224	12-Mar-2020	Granted	Avon Inc.	Products,
Method of Improving the Appearance	United Kingdom			2305469.5	13-Mar-2023	Pending	Avon Inc.	Products,

of the Skin	Kingdom						Inc.
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PART II

TRADEMARKS

Trademark	Country	Classes	Status	Application Date	Application number	Registration Date	Registration Number	Applicant/ Owner
"A" CREATED EXCLUSIVELY FOR YOU & DESIGN	United Kingdom	18, 25, 35	Registered	26-Jan-2017	3208914	26-Jan-2017	3208914	Avon Products, Inc.
"A" CREATED EXCLUSIVELY FOR YOU & DESIGN	United Kingdom	18, 25, 35	Registered	25-Jul-2017	1371938	25-Jul-2017	UK00901371958	Avon Products, Inc.
126 CHAMBERS STREET	United Kingdom	3	Registered	29-Jan-2015	3091692	29-Jan-2015	3091692	Avon Products, Inc.
126 CHAMBERS STREET	United Kingdom	3	Registered	29-Apr-2015	1252447	29-Apr-2015	1252447	Avon Products, Inc.
126 CHAMBERS STREET	United Kingdom	3	Registered	29-Apr-2015	1252447	29-Apr-2015	UK00901252447	Avon Products, Inc.
"A" LOGO DESIGN	United Kingdom	18, 25	Registered	26-Jan-2017	3208919	26-Jan-2017	3208919	Avon Products, Inc.
"A" LOGO DESIGN	United Kingdom	18, 25	Registered	25-Jul-2017	1369841	25-Jul-2017	1369841	Avon Products, Inc.
"A" LOGO DESIGN	United Kingdom	18, 25	Registered	25-Jul-2017	1369841	25-Jul-2017	UK00901369841	Avon Products, Inc.

ACCOLADE	United Kingdom	3, 5, 21	Registered	05-Feb-2013	UK00911544707	28-Jun-2013	UK00911544707	Avon Products, Inc.
ADVANCE TECHNIQUES FABULOUS CURLS	United Kingdom	3	Registered	10-Jun-2021	3653706	15-Oct-2021	3653706	Avon Products, Inc.
A-F 33	United Kingdom	3	Registered	11-Nov-2011	2601105	11-Nov-2011	2601105	Avon Products, Inc.
A-F 33	United Kingdom	3	Registered	16-Mar-2012	1124671	16-Mar-2012	1124671	Avon Products, Inc.
A-F 33	United Kingdom	3	Registered	16-Mar-2012	1124671	16-Mar-2012	UK00801124671	Avon Products, Inc.
AGELESS RESULTS	United Kingdom	3	Registered	22-Feb-2005	UK00904302329	30-Mar-2006	UK00904302329	Avon Products, Inc.
AGELESS RESULTS	United Kingdom	3	Registered	22-Feb-2005	004302329	30-Mar-2006	UK00904302329	Avon Products, Inc.
ANEW	United Kingdom	10, 21, 44	Registered	31-Aug-2021	3688372	31-Aug-2021	3688372	Avon Products Inc.
ANEW	United Kingdom	3, 5	Registered	27-Nov-2003	003531051	27-Jan-2005	UK00903531051	Avon Products, Inc.
ANEW ALTERNATIVE	United Kingdom	3	Registered	04-Apr-2005	2388541	04-Apr-2005	2388541	Avon Products, Inc.
ANEW CLINICAL	United Kingdom	3	Registered	26-Jul-2004	UK00903950094	23-Sep-2005	UK00903950094	Avon Products, Inc.
ANEW CLINICAL	United Kingdom	3	Registered	26-Jul-2004	3950094	23-Sep-2005	UK00903950094	Avon Products, Inc.
ANEW FLAWLESS BRIGHT	United Kingdom	3	Registered	13-Feb-2014	3042749	13-Feb-2014	3042749	Avon

	Kingdom									Products, Inc.
ANEW FLAWLESS BRIGHT	United Kingdom	3	Registered	04-Jun-2014	1218302	04-Jun-2014	1218302		1218302	Avon Products, Inc.
ANEW FLAWLESS BRIGHT	United Kingdom	3	Registered	04-Jun-2014	1218302	04-Jun-2014	UK00901218302			Avon Products, Inc.
ANEW INFINITE EFFECTS	United Kingdom	3	Registered	26-Jan-2017	3208841	26-Jan-2017	3208841		3208841	Avon Products, Inc.
ANEW INFINITE EFFECTS	United Kingdom	3	Registered	26-Jul-2017	1367604	26-Jul-2017	1367604		1367604	Avon Products, Inc.
ANEW INFINITE EFFECTS	United Kingdom	3	Registered	26-Jul-2017	1367604	26-Jul-2017	UK00901367604		UK00901367604	Avon Products, Inc.
ANEW SOLAR ADVANCE	United Kingdom	3	Registered	26-Aug-2010	2556939	26-Aug-2010	2556939		2556939	Avon Products, Inc.
ANEW SOLAR ADVANCE	United Kingdom	3	Registered	26-Nov-2010	1062001	26-Nov-2010	1062001		1062001	Avon Products, Inc.
ANEW SOLAR ADVANCE	United Kingdom	3	Registered	26-Nov-2010	UK00801062001	26-Nov-2010	UK00801062001		UK00801062001	Avon Products, Inc.
ANEW ULTIMATE 7S & Design	United Kingdom	3	Registered	23-Jan-2012	UK00801112819	23-Jan-2012	UK00801112819		UK00801112819	Avon Products, Inc.
ANEW ULTIMATE SUPREME	United Kingdom	3	Registered	30-May-2014	3057763	30-May-2014	3057763		3057763	Avon Products, Inc.
ANEW VITALE VISIBLE PERFECTION	United Kingdom	3	Registered	03-Jun-2015	3111697	03-Jun-2015	3111697		3111697	Avon Products, Inc.
ANEW VITALE VISIBLE PERFECTION	United Kingdom	3	Registered	13-Oct-2015	1280994	13-Oct-2015	1280994		1280994	Avon Products, Inc.

ANEW VITALE VISIBLE PERFECTION	United Kingdom	3	Registered	13-Oct-2015	1280994	13-Oct-2015	UK00901280994	Avon Products, Inc.
AQUAVIBE	United Kingdom	3	Registered	20-Nov-2017	3271768	20-Nov-2017	3271768	Avon Products, Inc.
AQUAVIBE	United Kingdom	3	Registered	23-Mar-2018	1407734	23-Mar-2018	1407734	Avon Products, Inc.
AQUAVIBE	United Kingdom	3	Registered	23-Mar-2018	1407734	23-Mar-2018	UK00901407734	Avon Products, Inc.
ARIZONA HOT SANDS	United Kingdom	3	Registered	22-Jun-2005	UK00904500906	31-Mar-2006	UK00904500906	Avon Products, Inc.
ARIZONA HOT SANDS	United Kingdom	3	Registered	22-Jun-2005	4500906	31-Mar-2006	UK00904500906	Avon Products, Inc.
ARTISTIQUE PARFUMIERS	United Kingdom	3	Registered	26-Feb-2021	3601408	06-Aug-2021	UK00003601408	Avon Products, Inc.
ARTISTIQUE PARFUMIERS (figurative)	United Kingdom	3	Registered	26-Feb-2021	3601409	06-Aug-2021	UK00003601409	Avon Products, Inc.
ASPIRE	United Kingdom	3	Registered	07-Sep-2010	2557838	07-Sep-2010	2557838	Avon Products, Inc.
ASPIRE	United Kingdom	3	Registered	07-Mar-2011	1074709	07-Mar-2011	1074709	Avon Products, Inc.
ASPIRE	United Kingdom	3	Registered	07-Mar-2011	1074709	07-Mar-2011	UK00901074709	Avon Products, Inc.
Atelierul de Frumusete & Design	United Kingdom	35	Registered	27-Jul-2017	UK00917052457		UK00917052457	Avon Products, Inc.
AVON	United Kingdom	25	Registered	19-Nov-2002	UK00002316188	19-Nov-2002	UK00002316188	Avon

AVON	Kingdom	16, 26	Registered		29-Jun-1971	B977,030		29-Jun-1971	B977,030		Products, Inc.
AVON	United Kingdom	3	Registered		15-May-1974	1,029,521		15-May-1974	1,029,521		Avon Products, Inc.
AVON	United Kingdom	14	Registered		20-May-1993	1536463		20-May-1993	B1536463		Avon Products, Inc.
AVON	United Kingdom	3	Registered		18-Jul-1962	00000837052		18-Jul-1962	B837,052		Avon Products, Inc.
AVON	United Kingdom	3	Registered		20-May-1993	1536462		20-May-1993	1536462		Avon Products, Inc.
AVON	United Kingdom	14	Registered		16-Sep-1970	B965,086		16-Sep-1970	B965,086		Avon Products, Inc.
AVON	United Kingdom	3	Registered		29-Jul-1968	B928,779		29-Jul-1968	UK00000928779		Avon Products, Inc.
AVON	United Kingdom	9, 16, 36	Registered		22-Aug-2005	2399948		22-Aug-2005	2399948		Avon Products, Inc.
AVON	United Kingdom	9, 16, 36	Registered		15-Feb-2006	892960		15-Feb-2006	892960		Avon Products, Inc.
AVON	United Kingdom	5	Registered		07-Apr-2021	3622466		03-Sep-2021	UK00003622466		Avon Products, Inc.
AVON	United Kingdom	3, 21, 35	Registered		16-Jul-2021	3669814		19-Nov-2021	UK00003669814		Avon Products, Inc.
AVON	United Kingdom	4	Registered		29-Jul-2021	3674820		03-Dec-2021	3674820		Avon Products Inc.

AVON	United Kingdom	9, 16, 36	Registered	15-Feb-2006	892960	15-Feb-2006	UK00900892960	Avon Products, Inc.
AVON	United Kingdom	10	Registered	06-Feb-2004	UK00903650926	10-May-2005	UK00903650926	Avon Products, Inc.
AVON	United Kingdom	3, 14, 16, 18, 21, 24, 25, 28, 35, 42	Registered	01-Apr-1996	UK00900139188	10-May-1999	UK00900139188	Avon Products, Inc.
AVON	United Kingdom	35	Registered	13-Jul-2016	UK00915644859	25-Nov-2016	UK00915644859	Avon Products, Inc.
AVON	United Kingdom	10	Registered	06-Feb-2004	3650926	10-May-2005	UK00903650926	Avon Products, Inc.
AVON	United Kingdom	3, 14, 16, 18, 21, 24, 25, 28, 35, 42	Registered	01-Apr-1996	000139188	10-May-1999	UK00900139188	Avon Products, Inc.
AVON	United Kingdom	35	Registered	13-Jul-2016	015644859	25-Nov-2016	UK00915644859	Avon Products, Inc.
AVON 015	United Kingdom	3	Registered	10-Sep-2012	2634188	10-Sep-2012	2634188	Avon Products, Inc.
AVON 015	United Kingdom	3	Registered	21-Dec-2012	1165304	21-Dec-2012	UK00801165304	Avon Products, Inc.
AVON ABSOLUTE EVEN	United Kingdom	3	Registered	09-Mar-2012	2613439	09-Mar-2012	UK00002613439	Avon Products, Inc.

AVON ADAPT	United Kingdom	3	Registered	10-Nov-2020	3554023	30-Apr-2021	3554023	Avon Products, Inc.
AVON ADVANCE TECHNIQUES	United Kingdom	3	Registered	13-Oct-1998	2179476	13-Oct-1998	2,179,476	Avon Products, Inc.
AVON ALPHA	United Kingdom	3	Registered	10-Apr-2015	3103376	10-Apr-2015	3103376	Avon Products, Inc.
AVON ALPHA	United Kingdom	3	Registered	31-Jul-2015	1265497	31-Jul-2015	1265497	Avon Products, Inc.
AVON ALPHA	United Kingdom	3	Registered	31-Jul-2015	1265497	31-Jul-2015	UK00901265497	Avon Products, Inc.
AVON ANEW	United Kingdom	3, 5	Registered	04-Dec-2003	2,350,750	04-Dec-2003	UK00002350750	Avon Products, Inc.
AVON ANEW	United Kingdom	3	Registered	05-Feb-1993	1526155	17-Jun-1994	1,526,155	Avon Products, Inc.
AVON ANEW	United Kingdom	3, 5	Registered	05-Feb-2013	UK00911545217	14-Jun-2013	UK00911545217	Avon Products, Inc.
AVON ANEW PROTINOL	United Kingdom	3	Registered	08-Oct-2019	3434690	08-Oct-2019	UK00003434690	Avon Products, Inc.
AVON ANEW PROTINOL	United Kingdom	3	Registered	21-Nov-2019	1504762	21-Nov-2019	1504762	Avon Products, Inc.
AVON ANEW PROTINOL	United Kingdom	3	Registered	21-Nov-2019	1504762	21-Nov-2019	UK00901504762	Avon Products, Inc.
AVON AQUA INTENSE	United Kingdom	3	Registered	15-Apr-2015	3104103	15-Apr-2015	3104103	Avon Products, Inc.
AVON AQUA INTENSE	United Kingdom	3	Registered	31-Jul-2015	1265496	31-Jul-2015	1265496	Avon Products, Inc.

AVON AQUA INTENSE	Kingdom	3	Registered	31-Jul-2015	1265496		31-Jul-2015	UK00901265496	Avon Products, Inc.
AVON ATTRACTION	United Kingdom	3	Registered	27-Jun-2014	3061852		27-Jun-2014	3061852	Avon Products, Inc.
AVON ATTRACTION	United Kingdom	3	Registered	21-Nov-2014	1236461		21-Nov-2014	1236461	Avon Products, Inc.
AVON ATTRACTION	United Kingdom	3	Registered	21-Nov-2014	1236461		21-Nov-2014	UK00901236461	Avon Products, Inc.
AVON BE DARING	United Kingdom	3	Registered	06-May-2014	3054387		06-May-2014	3054387	Avon Products, Inc.
AVON BE DARING	United Kingdom	3	Registered	25-Sep-2014	1231252		25-Sep-2014	1231252	Avon Products, Inc.
AVON BE DARING	United Kingdom	3	Registered	25-Sep-2014	1231252		25-Sep-2014	UK00901231252	Avon Products, Inc.
AVON BE FUN	United Kingdom	3	Registered	06-May-2014	3054386		06-May-2014	3054386	Avon Products, Inc.
AVON BE FUN	United Kingdom	3	Registered	25-Sep-2014	1231251		25-Sep-2014	1231251	Avon Products, Inc.
AVON BE FUN	United Kingdom	3	Registered	25-Sep-2014	1231251		25-Sep-2014	UK00901231251	Avon Products, Inc.
AVON BE ROMANTIC	United Kingdom	3	Registered	06-May-2014	3054390		06-May-2014	3054390	Avon Products, Inc.
AVON BE ROMANTIC	United Kingdom	3	Registered	25-Sep-2014	1232321		25-Sep-2014	1232321	Avon Products, Inc.

AVON BE ROMANTIC	United Kingdom	3	Registered	25-Sep-2014	1232321	25-Sep-2014	UK00901232321	Avon Products, Inc.
AVON BEAUTY FOR A PURPOSE	United Kingdom	35, 41, 42	Registered	29-Feb-2016	3152287	29-Feb-2016	3152287	Avon Products, Inc.
AVON BEYOND COLOR	United Kingdom	3	Registered	28-Nov-1995	00002046647	28-Nov-1995	00002046647	Avon Cosmetics Limited
AVON BIG & FALSE EFFECT	United Kingdom	3	Registered	25-Feb-2014	3044595	25-Feb-2014	3044595	Avon Products, Inc.
AVON BIG & FALSE EFFECT	United Kingdom	3	Registered	06-Apr-2014	1219842	04-Jun-2014	1219842	Avon Products, Inc.
AVON BIG & FALSE EFFECT	United Kingdom	3	Registered	06-Apr-2014	1219842	04-Jun-2014	UK00901219842	Avon Products, Inc.
AVON BIG & MULTIPLIED	United Kingdom	3	Registered	20-Mar-2015	3100263	20-Mar-2015	3100263	Avon Products, Inc.
AVON BIG & MULTIPLIED	United Kingdom	3	Registered	21-Aug-2015	1266027	21-Aug-2015	1266027	Avon Products, Inc.
AVON BIG & MULTIPLIED	United Kingdom	3	Registered	21-Aug-2015	1266027	21-Aug-2015	UK00901266027	Avon Products, Inc.
AVON BIG & PHENOMENAL	United Kingdom	3	Registered	04-Oct-2018	UK00917964859	09-Feb-2019	UK00917964859	Avon Products, Inc.
AVON BIG & PHENOMENAL	United Kingdom	3	Registered	04-Oct-2018	017964859	09-Feb-2019	UK00917964859	Avon Products, Inc.
AVON BIO-ADVANCE	United Kingdom	3	Registered	24-Mar-2015	UK00913869011	09-Jul-2015	UK00913869011	Avon Products, Inc.

AVON BIO-ADVANCE	United Kingdom	3	Registered	24-Mar-2015	13 869 011	09-Jul-2015	UK00913869011	Avon Products, Inc.
AVON C SHOTS	United Kingdom	3	Registered	08-Feb-2019	3373953	08-Feb-2019	3373953	Avon Products, Inc.
AVON CALMING EFFECTS	United Kingdom	3	Registered	25-Sep-2015	3128716	25-Sep-2015	3128716	Avon Products, Inc.
AVON CALMING EFFECTS	United Kingdom	3	Registered	23-Mar-2016	1300398	23-Mar-2016	1300398	Avon Products, Inc.
AVON CALMING EFFECTS	United Kingdom	3	Registered	23-Mar-2016	1300398	23-Mar-2016	UK00901300398	Avon Products, Inc.
AVON CARE	United Kingdom	3	Registered	02-Nov-2005	UK00904718821	08-Aug-2006	UK00904718821	Avon Products, Inc.
AVON CARE	United Kingdom	3	Registered	02-Nov-2005	4718821	08-Aug-2006	UK00904718821	Avon Products, Inc.
AVON CELEBRE	United Kingdom	3	Registered	29-Dec-1997	2154596	29-Dec-1997	2154596	Avon Products, Inc.
AVON CELEBRE	United Kingdom	3	Registered	24-Oct-2014	1230667	24-Oct-2014	1230667	Avon Products, Inc.
AVON CELEBRE	United Kingdom	3	Registered	24-Oct-2014	1230667	24-Oct-2014	UK00901230667	Avon Products, Inc.
AVON CLASSIC	United Kingdom	3	Registered	29-Jul-2014	1228860	29-Jul-2014	1228860	Avon Products, Inc.
AVON CLASSIC	United Kingdom	3	Registered			29-Jul-2014	UK00901228860	Avon Products, Inc.
AVON CLEAR SKIN	United Kingdom	3	Registered	05-Feb-2013	UK00911544806	14-Jun-2013	UK00911544806	Avon

	Kingdom									Products, Inc.
AVON COLOR TREND	United Kingdom	3	Registered		09-Jun-1998	UK00900845545		29-Jul-1999	UK00900845545	Avon Products, Inc.
AVON COLOR TREND	United Kingdom	3	Registered		09-Jun-1998	845545		29-Jul-1999	UK00900845545	Avon Products, Inc.
AVON DAILY RESULTS	United Kingdom	3	Registered		13-May-2004	UK00903833506		11-Jul-2005	UK00903833506	Avon Products, Inc.
AVON DAILY RESULTS	United Kingdom	3	Registered		13-May-2004	003833506		11-Jul-2005	UK00903833506	Avon Products, Inc.
AVON DAY FORCE	United Kingdom	3	Registered		23-Apr-1998	UK00900809533		29-Apr-1999	UK00900809533	Avon Products, Inc.
AVON DAY FORCE	United Kingdom	3	Registered		23-Apr-1998	809533		29-Apr-1999	UK00900809533	Avon Products, Inc.
AVON DEW KISS	United Kingdom	3	Registered		04-Jun-2013	1220804		04-Jun-2014	1220804	Avon Products, Inc.
AVON DISTILLERY & DESIGN	United Kingdom	3	Registered		22-Nov-2018	3355544		22-Nov-2018	3355544	Avon Products, Inc.
AVON DISTILLERY & DESIGN	United Kingdom	3	Registered		27-Feb-2019	1461889		27-Feb-2019	1461889	Avon Products, Inc.
AVON DISTILLERY & DESIGN	United Kingdom	3	Registered		27-Feb-2019	1461889		27-Feb-2019	UK00901461889	Avon Products, Inc.
AVON DISTILLERY CLEAN BREAK	United Kingdom	3	Registered		12-Feb-2019	3374819		12-Feb-2019	3374819	Avon Products, Inc.
AVON DISTILLERY LIP RUSH	United Kingdom	3	Registered		20-Feb-2019	3377061		20-Feb-2019	3377061	Avon Products, Inc.

AVON DISTILLERY SHADOW SHOTS	United Kingdom	3	Registered	01-Mar-2019	3379785	01-Mar-2019	3379785	Avon Products, Inc.
AVON DREAMS	United Kingdom	3	Registered	09-Apr-2015	3103166	09-Apr-2015	3103166	Avon Products, Inc.
AVON DREAMS	United Kingdom	3	Registered	01-Jul-2015	1257358	01-Jul-2015	1257358	Avon Products, Inc.
AVON DREAMS	United Kingdom	3	Registered	01-Jul-2015	1257358	01-Jul-2015	UK00901257358	Avon Products, Inc.
AVON ENCANTO	United Kingdom	3	Registered	12-Dec-2017	UK00917584442	29-Mar-2018	UK00917584442	Avon Products, Inc.
AVON ENCANTO	United Kingdom	3	Registered	12-Dec-2017	017584442	29-Mar-2018	UK00917584442	Avon Products, Inc.
AVON IRRESISTIBLE	United Kingdom	3	Registered	24-Apr-2018	UK00917891612	04-Aug-2018	UK00917891612	Avon Products, Inc.
AVON ENCANTO	United Kingdom	3	Registered	24-Apr-2018	017891612	04-Aug-2018	UK00917891612	Avon Products, Inc.
AVON ENCANTO TEMPTING	United Kingdom	3	Registered	24-Apr-2018	UK00917891609	09-Aug-2018	UK00917891609	Avon Products, Inc.
AVON ENCANTO TEMPTING	United Kingdom	3	Registered	24-Apr-2018	017 891 609	09-Aug-2018	UK00917891609	Avon Products, Inc.
AVON EUPHORIC	United Kingdom	3	Registered	05-Nov-2020	3552372	30-Jul-2021	3552372	Avon Products, Inc.
AVON EVE	United Kingdom	3	Registered	02-Jul-2021	3663914	29-Oct-2021	3663914	Avon Products, Inc.
AVON EVE DUET & DESIGN	United Kingdom	3	Registered	23-Feb-2017	3214761	23-Feb-2017	3214761	Avon

AVON EVE DUET & DESIGN	Kingdom	3	Registered	03-Aug-2017	1367904	03-Aug-2017	1367904	Products, Inc.
AVON EVE DUET & DESIGN	United Kingdom	3	Registered	03-Aug-2017	1367904	03-Aug-2017	UK00901367904	Avon Products, Inc.
AVON EVE DUET ALTER EGO	United Kingdom	3	Registered	07-Sep-2018	UK00917951835	09-Jan-2019	UK00917951835	Avon Products, Inc.
AVON EVE DUET ALTER EGO	United Kingdom	3	Registered	07-Sep-2018	017951835	09-Jan-2019	UK00917951835	Avon Products, Inc.
AVON EYE FORCE	United Kingdom	3	Registered	23-Apr-1998	UK00900805358	28-Apr-1999	UK00900805358	Avon Products, Inc.
AVON EYE FORCE	United Kingdom	3	Registered	23-Apr-1998	805358	28-Apr-1999	UK00900805358	Avon Products, Inc.
AVON EYE PERFECTOR	United Kingdom	3	Registered	24-Mar-2015	UK00913869029	09-Jul-2015	UK00913869029	Avon Products, Inc.
AVON EYE PERFECTOR	United Kingdom	3	Registered	24-Mar-2015	13 869 029	09-Jul-2015	UK00913869029	Avon Products, Inc.
AVON FARAWAY	United Kingdom	3	Registered	12-Apr-1994	1568349	12-Apr-1994	1568349	Avon Products, Inc.
AVON FEELING FRESH	United Kingdom	3	Registered	27-Nov-2014	UK00913503206	11-Mar-2015	UK00913503206	Avon Products, Inc.
AVON FEELING FRESH	United Kingdom	3	Registered	27-Nov-2014	13 503 206	11-Mar-2015	UK00913503206	Avon Products, Inc.
AVON FEMME ICON	United Kingdom	3	Registered	09-Oct-2014	3076196	09-Oct-2014	3076196	Avon Products, Inc.

AVON FEMME ICON	United Kingdom	3	Registered	09-Oct-2014	UK00913342936	18-Feb-2015	UK00913342936	Avon Products, Inc.
AVON FEMME ICON	United Kingdom	3	Registered	09-Oct-2014	13 342 936	18-Feb-2015	UK00913342936	Avon Products, Inc.
AVON HERSTORY	United Kingdom	3	Registered	10-Apr-2018	3302735	10-Apr-2018	3302735	Avon Products, Inc.
AVON HERSTORY	United Kingdom	3	Registered	13-Jul-2018	1420937	13-Jul-2018	1420937	Avon Products, Inc.
AVON HERSTORY	United Kingdom	3	Registered	13-Jul-2018	1420937	13-Jul-2018	UK00901420937	Avon Products, Inc.
AVON IDEAL FLAWLESS	United Kingdom	3	Registered	02-Sep-2010	2557493	11-Feb-2011	2557493	Avon Products, Inc.
AVON INCANDESCENCE	United Kingdom	3	Registered	11-Feb-2000	UK00901504638	23-Feb-2001	UK00901504638	Avon Products, Inc.
AVON INCANDESCENCE	United Kingdom	3	Registered	11-Feb-2000	1504638	23-Feb-2001	UK00901504638	Avon Products, Inc.
AVON INSTINCT	United Kingdom	3	Registered	28-Jul-1995	2,028,591	28-Jul-1995	2,028,591	Avon Cosmetics Limited
AVON IRRESISTIBLY SEXY	United Kingdom	3	Registered	08-Dec-2011	2604048	08-Dec-2011	2604048	Avon Products, Inc.
AVON KIDS	United Kingdom	3	Registered	22-Nov-2000	2253656	22-Nov-2000	2253656	Avon Products, Inc.
AVON KIDS	United Kingdom	3	Registered	22-Nov-2000	UK00901966498	20-Nov-2001	UK00901966498	Avon Products, Inc.

AVON KIDS	United Kingdom	3	Registered	22-Nov-2000	001966498	20-Nov-2001	UK00901966498	Avon Products, Inc.
AVON KITCHEN MAGIK	United Kingdom	21	Registered	23-Oct-2014	UK00913395439	04-Mar-2015	UK00913395439	Avon Products, Inc.
AVON KITCHEN MAGIK	United Kingdom	21	Registered	23-Oct-2014	013395439	04-Mar-2015	UK00913395439	Avon Products, Inc.
AVON LASH SUPREME	United Kingdom	3	Registered	30-May-2014	UK00912924643	09-Oct-2014	UK00912924643	Avon Products, Inc.
AVON LASH SUPREME	United Kingdom	3	Registered	30-May-2014	12 924 643	09-Oct-2014	UK00912924643	Avon Products, Inc.
Avon Lashflex	United Kingdom	3	Registered	08-Jun-2017	00003236213	08-Jun-2017	00003236213	Avon Products, Inc.
Avon Lashflex	United Kingdom	3	Registered	30-Aug-2017	1369429	30-Aug-2017	1369429	Avon Products, Inc.
Avon Lashflex	United Kingdom	3	Registered	30-Aug-2017	1369429	30-Aug-2017	UK00901369429	Avon Products, Inc.
AVON LIFE	United Kingdom	3	Registered	09-May-2007	2454916	09-May-2007	2454916	Avon Products, Inc.
AVON LIFE	United Kingdom	3	Registered	08-Aug-2006	UK00905279211	28-Jun-2007	UK00905279211	Avon Products, Inc.
AVON LIFE	United Kingdom	3	Registered	08-Aug-2006	5279211	28-Jun-2007	UK00905279211	Avon Products, Inc.
AVON LIFE COLOUR	United Kingdom	3	Registered	29-Aug-2018	3334808	29-Aug-2018	3334808	Avon Products, Inc.
AVON LOV U (WORD &	United	3	Registered	12-Aug-2021	3681014	03-Dec-2021	3681014	Avon

DESIGN)	Kingdom											Products, Inc.
AVON LUCK	United Kingdom	3	Registered	06-Aug-2013	3016937		06-Aug-2013	3016937	UK00003016937		UK00003016937	Avon Products, Inc.
AVON LUCK	United Kingdom	3	Registered	30-Oct-2013	1193542		30-Oct-2013	1193542			1193542	Avon Products, Inc.
AVON LUCK	United Kingdom	3	Registered	30-Oct-2013	UK00801193542		30-Oct-2013	UK00801193542	UK00801193542		UK00801193542	Avon Products, Inc.
AVON LUCK LIMITLESS	United Kingdom	3	Registered	28-Feb-2017	UK00916413304		12-Jun-2017	UK00916413304	UK00916413304		UK00916413304	Avon Products, Inc.
AVON LUCK LIMITLESS	United Kingdom	3	Registered	28-Feb-2017	016413304		12-Jun-2017	016413304	UK00916413304		UK00916413304	Avon Products, Inc.
AVON LUCKY ME	United Kingdom	3	Registered	23-Aug-2021	3685014		23-Aug-2021	3685014			3685014	Avon Products, Inc.
AVON LUMINATA	United Kingdom	3	Registered	08-Sep-2016	3184680		08-Sep-2016	3184680			3184680	Avon Products, Inc.
AVON LUMINATA	United Kingdom	3	Registered	06-Mar-2017	1348508		06-Mar-2017	1348508			1348508	Avon Products, Inc.
AVON LUMINATA	United Kingdom	3	Registered	06-Mar-2017	1348508		06-Mar-2017	1348508	UK00901348508		UK00901348508	Avon Products, Inc.
AVON MAXIMA	United Kingdom	3	Registered	28-Feb-2019	3379356		28-Feb-2019	3379356			3379356	Avon Products, Inc.
AVON MAXIMA	United Kingdom	3	Registered	20-Aug-2019	1487951		20-Aug-2019	1487951			1487951	Avon Products, Inc.
AVON MAXIMA	United Kingdom	3	Registered	20-Aug-2019	1487951		20-Aug-2019	1487951	UK00901487951		UK00901487951	Avon Products, Inc.

AVON MAXIME	United Kingdom	3	Registered	01-Mar-2019	3379627	01-Mar-2019	3379627	Avon Products, Inc.
AVON MAXIME	United Kingdom	3	Registered	20-Aug-2019	1493842	20-Aug-2019	1493842	Avon Products, Inc.
AVON MAXIME	United Kingdom	3	Registered	20-Aug-2019	1493842	20-Aug-2019	UK00901493842	Avon Products, Inc.
AVON MIGS	United Kingdom	3	Registered	17-Jul-2018	3325093	17-Jul-2018	3325093	Avon Products, Inc.
AVON MIGS	United Kingdom	3	Registered	23-Oct-2018	1437324	23-Oct-2018	1437324	Avon Products, Inc.
AVON MIGS	United Kingdom	3	Registered	23-Oct-2018	1437324	23-Oct-2018	UK00901437324	Avon Products, Inc.
AVON MISSION BEAUTIFUL	United Kingdom	9, 38, 41	Registered	13-Sep-2017	UK00917204629	15-Jan-2018	UK00917204629	Avon Products, Inc.
AVON MISSION BEAUTIFUL	United Kingdom	9, 38, 41	Registered	13-Sep-2017	017204629	15-Jan-2018	UK00917204629	Avon Products, Inc.
AVON MOISTURE THERAPY	United Kingdom	3	Registered	06-Mar-1981	1,150,065	06-Mar-1981	UK00001150065	Avon Cosmetics Limited
AVON MUSK FOR MEN	United Kingdom	3	Registered	13-Jan-2012	UK00910560589	08-Jun-2012	UK00910560589	Avon Products, Inc.
AVON MUSK FOR MEN	United Kingdom	3	Registered	13-Jan-2012	10560589	08-Jun-2012	UK00910560589	Avon Products, Inc.
AVON MUSK STORM	United Kingdom	3	Registered	07-May-2015	3107649	07-May-2015	3107649	Avon Products, Inc.

AVON MUSK STORM	United Kingdom	3	Registered	18-Aug-2015	1273035	18-Aug-2015	1273035	Avon Products, Inc.
AVON MUSK STORM	United Kingdom	3	Registered	18-Aug-2015	1273035	18-Aug-2015	UK00901273035	Avon Products, Inc.
AVON NIGHT SUPPORT	United Kingdom	3	Registered	27-Nov-2014	UK00913500624	24-Mar-2015	UK00913500624	Avon Products, Inc.
AVON NIGHT SUPPORT	United Kingdom	3	Registered	27-Nov-2014	13 500 624	24-Mar-2015	UK00913500624	Avon Products, Inc.
AVON NUTRA EFFECTS	United Kingdom	3	Registered	02-May-2014	3054120	02-May-2014	3054120	Avon Products, Inc.
AVON NUTRA EFFECTS	United Kingdom	3	Registered	23-Sep-2014	1232713	23-Sep-2014	1232713	Avon Products, Inc.
AVON NUTRA EFFECTS	United Kingdom	3	Registered	23-Sep-2014	1232713	23-Sep-2014	UK00901232713	Avon Products, Inc.
AVON PERFECT KISS	United Kingdom	3	Registered	16-Mar-2012	2614379	16-Mar-2012	UK00002614379	Avon Products, Inc.
AVON PERFECT KISS	United Kingdom	3	Registered	14-Sep-2012	1139777	22-Oct-2013	UK00801139777	Avon Products, Inc.
AVON PERFECTLY MATTE	United Kingdom	3	Registered	14-May-2015	3108718	14-May-2015	3108718	Avon Products, Inc.
AVON PERFECTLY MATTE	United Kingdom	3	Registered	13-Oct-2015	1277587	13-Oct-2015	1277587	Avon Products, Inc.
AVON PERFECTLY MATTE	United Kingdom	3	Registered	13-Oct-2015	1277587	13-Oct-2015	UK00901277587	Avon Products, Inc.
AVON PHENOMENAL	United Kingdom	3	Registered	30-Aug-2019	3424947	30-Aug-2019	3424947	Avon

	Kingdom									Products, Inc.
AVON PHENOMENAL	United Kingdom	3	Registered	18-Dec-2019	1509825		18-Dec-2019	1509825		Avon Products, Inc.
AVON PHENOMENAL	United Kingdom	3	Registered	18-Dec-2019	1509825		18-Dec-2019	UK00901509825		Avon Products, Inc.
AVON POWER PINK LOGO	United Kingdom	3, 4, 9, 21, 35, 41, 42	Registered	27-Jan-2023	UK00003872046		04-Aug-2023	UK00003872046		Avon Products, Inc.
AVON PREMIERE LUXE	United Kingdom	3	Registered	09-Oct-2015	UK00914664131		09-Oct-2015	UK00914664131		Avon Products, Inc.
AVON PREMIERE LUXE	United Kingdom	3	Registered	09-Oct-2015	014664131		09-Oct-2015	UK00914664131		Avon Products, Inc.
AVON PRESSED TO IMPRESS	United Kingdom	3	Registered	06-Feb-2019	3373249		06-Feb-2019	3373249		Avon Products, Inc.
AVON PRETTY FABULOUS	United Kingdom	3	Registered	01-Aug-2012	1137822		01-Aug-2012	UK00901137822		Avon Products, Inc.
AVON PRIME	United Kingdom	3	Registered	11-Apr-2014	3051628		11-Apr-2014	3051628		Avon Products, Inc.
AVON PRIME	United Kingdom	3	Registered	18-Sep-2014	1231128		18-Sep-2014	1231128		Avon Products, Inc.
AVON PRIME	United Kingdom	3	Registered	18-Sep-2014	1231128		18-Sep-2014	UK00901231128		Avon Products, Inc.
AVON RADIANT SILVER	United Kingdom	3	Registered	11-May-2004	UK00903825197		11-Jul-2005	UK00903825197		Avon Products, Inc.
AVON RADIANT SILVER	United Kingdom	3	Registered	11-May-2004	3825197		11-Jul-2005	UK00903825197		Avon

AVON RARE EMERALDS	Kingdom	3	Registered	06-Nov-1998	UK00900978742	22-Feb-2000	UK00900978742	Avon Products, Inc.
AVON RARE EMERALDS	United Kingdom	3	Registered	06-Nov-1998	978742	22-Feb-2000	UK00900978742	Avon Products, Inc.
AVON RARE ONYX	United Kingdom	3	Registered	17-Mar-2021	3611429	06-Aug-2021	3611429	Avon Products, Inc.
AVON RARE RUBIES	United Kingdom	3	Registered	05-Nov-1998	UK00900985606	12-Apr-2000	UK00900985606	Avon Products, Inc.
AVON RARE RUBIES	United Kingdom	3	Registered	05-Nov-1998	985606	12-Apr-2000	UK00900985606	Avon Products, Inc.
AVON RICH MOISTURE	United Kingdom	3	Registered	26-Sep-2018	UK00917961352	25-Jan-2019	UK00917961352	Avon Products, Inc.
AVON RICH MOISTURE	United Kingdom	3	Registered	26-Sep-2018	17961352	25-Jan-2019	UK00917961352	Avon Products, Inc.
AVON RUNNING	United Kingdom	35, 36, 41	Registered	20-Jan-2006	UK00904860805	15-Jan-2007	UK00904860805	Avon Products, Inc.
AVON RUNNING	United Kingdom	35, 36, 41	Registered	20-Jan-2006	4860805	15-Jan-2007	UK00904860805	Avon Products, Inc.
AVON RUNNING GLOBAL Women's Circuit (Figurative mark)	United Kingdom	35, 36, 41	Registered	21-Sep-2006	UK00905361308	10-Jul-2007	UK00905361308	Avon Products, Inc.
AVON RUNNING GLOBAL Women's Circuit (Figurative mark)	United Kingdom	35, 36, 41	Registered	21-Sep-2006	5361308	10-Jul-2007	UK00905361308	Avon Products, Inc.

AVON SCENTINI	United Kingdom	3	Registered	22-Oct-2012	1142990	22-Oct-2012	UK00901142990	Avon Products, Inc.
AVON SEGNO & DEVICE	United Kingdom	3	Registered	09-Feb-2018	3289141	09-Feb-2018	3289141	Avon Products, Inc.
AVON SEGNO & DEVICE	United Kingdom	3	Registered	30-May-2018	1419395	30-May-2018	1419395	Avon Products, Inc.
AVON SEGNO & DEVICE	United Kingdom	3	Registered	30-May-2018		30-May-2018	UK0081419395	Avon Products, Inc.
AVON SEGNO SUCCESS	United Kingdom	3	Registered	04-Sep-2018	3336010	04-Sep-2018	3336010	Avon Products, Inc.
AVON SEGNO SUCCESS	United Kingdom	3	Registered	30-Nov-2018	1441346	30-Nov-2018	1441346	Avon Products, Inc.
AVON SEGNO SUCCESS	United Kingdom	3	Registered	30-Nov-2018		30-Nov-2018	UK0081441346	Avon Products, Inc.
AVON SENSES	United Kingdom	3	Registered	13-Feb-2004	UK00903662954	10-May-2005	UK00903662954	Avon Products, Inc.
AVON SENSES	United Kingdom	3	Registered	13-Feb-2004	3662954	10-May-2005	UK00903662954	Avon Products, Inc.
AVON SIMPLY DELICATE	United Kingdom	3	Registered	06-Oct-1995	UK00002040157	06-Oct-1995	UK00002040157	Avon Cosmetics Limited
AVON SIMPLY DELICATE	United Kingdom	3	Registered	21-May-2015	3109905	21-May-2015	3109905	Avon Products, Inc.
AVON SIMPLY DELICATE	United Kingdom	3	Registered	21-Aug-2015	1265526	21-Aug-2015	1265526	Avon Products, Inc.

AVON SIMPLY DELICATE	United Kingdom	3	Registered	21-Aug-2015	1265526	21-Aug-2015	UK00901265526	Avon Products, Inc.
AVON SIMPLY TEMPTING	United Kingdom	3	Registered	12-May-2015	3108211	12-May-2015	3108211	Avon Products, Inc.
AVON SKIN SO SOFT	United Kingdom	3	Registered	20-Apr-2017	3225997	20-Apr-2017	3225997	Avon Products, Inc.
AVON SO ALLURING	United Kingdom	3	Registered	12-May-2015	3108209	12-May-2015	3108209	Avon Products, Inc.
AVON SOFT MUSK	United Kingdom	3	Registered	19-May-1981	1,154,292	19-May-1981	1,154,292	Avon Cosmetics Limited
AVON SOLE SENSATION	United Kingdom	25	Registered	10-Jun-2014	3059282	10-Jun-2014	3059282	Avon Products, Inc.
AVON SOLE SENSATION	United Kingdom	25	Registered	21-Nov-2014	1232351	21-Nov-2014	1232351	Avon Products, Inc.
AVON SOLE SENSATION	United Kingdom	25	Registered	21-Nov-2014	1232351	21-Nov-2014	UK00901232351	Avon Products, Inc.
AVON SPIRIT	United Kingdom	3	Registered	11-May-2004	2,362,939	11-May-2004	2,362,939	Avon Products, Inc.
AVON SPIRIT	United Kingdom	3	Registered	11-May-2004	UK00903825271	11-Jul-2005	UK00903825271	Avon Products, Inc.
AVON SPIRIT	United Kingdom	3	Registered	11-May-2004	3825271	11-Jul-2005	UK00903825271	Avon Products, Inc.
AVON STAMINA & Design	United Kingdom	3	Registered	22-Nov-2018	3355546	22-Nov-2018	3355546	Avon Products, Inc.

AVON STAMINA & Design	United Kingdom	3	Registered	27-Feb-2019	1461868	27-Feb-2019	1461868	Avon Products, Inc.
AVON STAMINA & Design	United Kingdom	3	Registered	27-Feb-2019	1461868	27-Feb-2019	UK00901461868	Avon Products, Inc.
AVON SUPEREXTEND	United Kingdom	3	Registered	30-Jan-2009	993423	30-Jan-2009	993423	Avon Products, Inc.
AVON SUPEREXTEND	United Kingdom	3	Registered	30-Jan-2009	993423	30-Jan-2009	UK00900993423	Avon Products, Inc.
AVON SUPREME NOURISHMENT	United Kingdom	3	Registered	17-Mar-2014	3047320	17-Mar-2014	3047320	Avon Products, Inc.
AVON SUPREME NOURISHMENT	United Kingdom	3	Registered	04-Jun-2014	1218303	04-Jun-2014	1218303	Avon Products, Inc.
AVON SUPREME NOURISHMENT	United Kingdom	3	Registered	04-Jun-2014	1218303	04-Jun-2014	UK00901218303	Avon Products, Inc.
AVON SURREAL UTOPIA	United Kingdom	3	Registered	09-May-2019	3398082	09-May-2019	3398082	Avon Products, Inc.
AVON SURREAL UTOPIA	United Kingdom	3	Registered	19-Sep-2019	1497462	19-Sep-2019	1497462	Avon Products, Inc.
AVON SURREAL UTOPIA	United Kingdom	3	Registered	19-Sep-2019	1497462	19-Sep-2019	UK00901497462	Avon Products, Inc.
AVON The Company For Women	United Kingdom	35, 42	Registered	26-Nov-1998	UK00901003185	11-Apr-2000	UK00901003185	Avon Products, Inc.
AVON The Company For Women	United Kingdom	35, 42	Registered	26-Nov-1998	001003185	11-Apr-2000	UK00901003185	Avon Products, Inc.
AVON THE SMARTER	United Kingdom	35	Registered	01-Dec-2017	3274436	01-Dec-2017	3274436	Avon

CHOICE	Kingdom									Products, Inc.
AVON TRUE	United Kingdom	3	Registered	28-May-2015	3110784	28-May-2015	3110784	28-May-2015	3110784	Avon Products, Inc.
AVON TRUE	United Kingdom	3	Registered	13-Oct-2015	1278394	13-Oct-2015	1278394	13-Oct-2015	1278394	Avon Products, Inc.
AVON TRUE	United Kingdom	3	Registered	13-Oct-2015	1278394	13-Oct-2015	1278394	13-Oct-2015	UK00901278394	Avon Products, Inc.
AVON ULTRA COLOR	United Kingdom	3	Registered	06-Jun-2014	UK00912944989	06-Jun-2014	UK00912944989	06-Jun-2014	UK00912944989	Avon Products, Inc.
AVON ULTRA COLOR	United Kingdom	3	Registered	06-Jun-2014	012944989	06-Jun-2014	012944989	06-Jun-2014	UK00912944989	Avon Products, Inc.
AVON ULTRA SEXY PINK	United Kingdom	3	Registered	27-Feb-2014	1203113	27-Feb-2014	1203113	27-Feb-2014	UK00901203113	Avon Products, Inc.
AVON VIVA LA VITA	United Kingdom	3	Registered	23-Feb-2016	UK00915135981	06-Jun-2016	UK00915135981	06-Jun-2016	UK00915135981	Avon Products, Inc.
AVON VIVA LA VITA	United Kingdom	3	Registered	23-Feb-2016	015135981	06-Jun-2016	015135981	06-Jun-2016	UK00915135981	Avon Products, Inc.
AVON WATCH ME NOW	United Kingdom	35	Registered	04-Jun-2020	3496962	04-Jun-2020	3496962	04-Jun-2020	3496962	Avon Products, Inc.
AVON WATCH ME NOW	United Kingdom	35	Registered	28-Aug-2020	1555890	28-Aug-2020	1555890	28-Aug-2020	UK00901555890	Avon Products, Inc.
AVON WIDE AWAKE	United Kingdom	3	Registered	16-Nov-2015	3136384	16-Nov-2015	3136384	16-Nov-2015	3136384	Avon Products, Inc.
AVON WIDE AWAKE	United Kingdom	3	Registered	21-Apr-2016	1301067	21-Apr-2016	1301067	21-Apr-2016	1301067	Avon Products, Inc.

AVON WIDE AWAKE	United Kingdom	3	Registered	21-Apr-2016	1301067	21-Apr-2016	UK00901301067	Avon Products, Inc.
AVON WINGED OUT	United Kingdom	3	Registered	11-Mar-2014	UK00003046646	11-Mar-2014	UK00003046646	Avon Products, Inc.
AVON WINGED OUT	United Kingdom	3	Registered	04-Jun-2014	1219932	04-Jun-2014	1219932	Avon Products, Inc.
AVON WINGED OUT	United Kingdom	3	Registered	04-Jun-2014	1219932	04-Jun-2014	UK00901219932	Avon Products, Inc.
AVONCARD	United Kingdom	9, 16, 36	Registered	17-Nov-2005	UK00904745411	16-Oct-2006	UK00904745411	Avon Products, Inc.
AVONCARD	United Kingdom	9, 16, 36	Registered	17-Nov-2005	4745411	16-Oct-2006	UK00904745411	Avon Products, Inc.
BALLROOM BEAUTY	United Kingdom	3	Registered	13-Dec-2011	2604268	13-Dec-2011	2604268	Avon Products, Inc.
BE . . . KISSABLE	United Kingdom	3	Registered	17-Jan-2006	UK00904856928	30-Jan-2007	UK00904856928	Avon Products, Inc.
BE . . . KISSABLE	United Kingdom	3	Registered	17-Jan-2006	4856928	30-Jan-2007	UK00904856928	Avon Products, Inc.
BE . . . SPONTANEOUS	United Kingdom	3	Registered	17-Jan-2006	UK00904856605	11-Dec-2006	UK00904856605	Avon Products, Inc.
BE . . . SPONTANEOUS	United Kingdom	3	Registered	17-Jan-2006	004856605	11-Dec-2006	UK00904856605	Avon Products, Inc.
BEAUTIFUL LIVES FOR ALL	United Kingdom	35	Registered	12-Jul-2019	3413672			Avon Products, Inc.
BEAUTIFUL PROMISES KEPT	United Kingdom	35	Registered	05-Oct-2015	3130054	05-Oct-2015	3130054	Avon

	Kingdom										Products, Inc.
BEAUTIFUL PROMISES KEPT	United Kingdom	35	Registered	25-Feb-2016	1297928	25-Feb-2016	1297928	1297928			Avon Products, Inc.
BEAUTIFUL PROMISES KEPT	United Kingdom	35	Registered	25-Feb-2016	1297928	25-Feb-2016	1297928	UK00901297928			Avon Products, Inc.
Beauty FRIDAYs/fig.	United Kingdom	35	Registered	09-Sep-2016	UK00915811938	06-Jan-2017	UK00915811938	UK00915811938			Avon Products, Inc.
Beauty FRIDAYs/fig.	United Kingdom	35	Registered	09-Sep-2016	015811938	06-Jan-2017	015811938	UK00915811938			Avon Products, Inc.
BEAUTY MADE SMARTER	United Kingdom	35	Registered	26-Jan-2018	3285551	26-Jan-2018	3285551	3285551			Avon Products, Inc.
BEYOND THE MOON	United Kingdom	3	Registered	01-Sep-2023	UK00003952189	15-Dec-2023	UK00003952189	UK00003952189			Avon Products, Inc.
BIG & PHENOMENAL	United Kingdom	3	Registered	27-Feb-2018	3293085	27-Feb-2018	3293085	3293085			Avon Products, Inc.
BLACK SUEDE	United Kingdom	3	Registered		UK00914990171	22-Apr-2016	UK00914990171	UK00914990171			Avon Products, Inc.
BLACK SUEDE	United Kingdom	3	Registered		014990171	22-Apr-2016	014990171	UK00914990171			Avon Products, Inc.
BLACK SUEDE TOUCH	United Kingdom	3	Registered	22-Dec-2005	877162	22-Dec-2005	877162	877162			Avon Products, Inc.
BLACK SUEDE TOUCH	United Kingdom	3	Registered	22-Dec-2005	877162	22-Dec-2005	877162	UK00900877162			Avon Products, Inc.
BODY ILLUSIONS	United Kingdom	25	Registered	17-May-2011	2581544	17-May-2011	2581544	2581544			Avon Products, Inc.

BODY ILLUSIONS	United Kingdom	25	Registered	07-Nov-2011	1099183	07-Nov-2011	1099183	Avon Products, Inc.
BODY ILLUSIONS	United Kingdom	25	Registered	07-Nov-2011	UK00801099183	07-Nov-2011	UK00801099183	Avon Products, Inc.
Carbon Emissions Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656973	29-Oct-2021	UK00003656973	Avon Products, Inc.
CELLU-SCULPT	United Kingdom	3	Registered	01-Aug-2002	2,306,924	01-Aug-2002	2,306,924	Avon Cosmetics Limited
CELLU-SCULPT	United Kingdom	3	Registered	05-Aug-2002	UK00902798452	11-Sep-2003	UK00902798452	Avon Products, Inc.
CELLU-SCULPT	United Kingdom	3	Registered	05-Aug-2002	2798452	11-Sep-2003	UK00902798452	Avon Products, Inc.
CENTER ACTION	United Kingdom	3	Registered	06-Jul-2011	2586945	06-Jul-2011	2586945	Avon Products, Inc.
CENTER ACTION	United Kingdom	3	Registered	29-Dec-2011	1119224	29-Dec-2011	1119224	Avon Products, Inc.
CENTER ACTION	United Kingdom	3	Registered	29-Dec-2011		29-Dec-2011	UK0081119224	Avon Products, Inc.
CHARISMA	United Kingdom	3	Registered	25-Jul-2005	UK00904557849	07-Jun-2006	UK00904557849	Avon Products, Inc.
CHARISMA	United Kingdom	3	Registered	25-Jul-2005	4557849	07-Jun-2006	UK00904557849	Avon Products, Inc.
CITY RUSH	United Kingdom	3	Registered	04-Oct-2011	2596564	04-Oct-2011	2596564	Avon Products, Inc.

COLOR TREND LASTING SMILE LIP PAINT	United Kingdom	3	Registered	12-Nov-2015	3135888	12-Nov-2015	3135888	Avon Products, Inc.
COLOR TREND LASTING SMILE LIP PAINT	United Kingdom	3	Registered	15-Apr-2016	1300967	15-Apr-2016	1300967	Avon Products, Inc.
COLOR TREND LASTING SMILE LIP PAINT	United Kingdom	3	Registered	15-Apr-2016	1300967	15-Apr-2016	UK00901300967	Avon Products, Inc.
Cruelty-free Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656956	22-Oct-2021	UK00003656956	Avon Products, Inc.
CRYSTAL AURA	United Kingdom	3	Registered	10-Jan-2006	UK00904841383	30-Nov-2006	UK00904841383	Avon Products, Inc.
CRYSTAL AURA	United Kingdom	3	Registered	10-Jan-2006	4841383	30-Nov-2006	UK00904841383	Avon Products, Inc.
CUCINA DONNA	United Kingdom	21	Registered	28-May-2014	1219650	28-May-2014	1219650	Avon Products, Inc.
CUCINA DONNA	United Kingdom	21	Registered	28-May-2014	1219650	28-May-2014	UK00901219650	Avon Products, Inc.
DANCING FEET	United Kingdom	5, 25	Registered	04-Jul-2005	UK00904520301	31-Jan-2008	UK00904520301	Avon Products, Inc.
DANCING FEET	United Kingdom	5, 25	Registered	04-Jul-2005	4520301	31-Jan-2008	UK00904520301	Avon Products, Inc.
DERMA-FULL	United Kingdom	3	Registered	01-Jul-2009	2519989	13-Nov-2009	2519989	Avon Products, Inc.
Dermatologically Tested Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656964	22-Oct-2021	UK00003656964	Avon Products, Inc.
DESTINATION GRAND	United Kingdom	3	Registered	21-May-2015	3109902	21-May-2015	3109902	Avon

	Kingdom									Products, Inc.
ELITE GENTLEMAN	United Kingdom	3	Registered	11-Apr-2013	1179022	11-Apr-2013	1179022	11-Apr-2013	1179022	Avon Products, Inc.
ELITE GENTLEMAN	United Kingdom	3	Registered	11-Apr-2013	1179022	11-Apr-2013	UK00801179022	11-Apr-2013	UK00801179022	Avon Products, Inc.
ELLA BALLERINA AND FRIENDS	United Kingdom	3, 14, 18, 25	Registered	09-Aug-2005	860558	09-Aug-2005	860558	09-Aug-2005	860558	Avon Products, Inc.
ELLA BALLERINA AND FRIENDS	United Kingdom	3, 14, 18, 25	Registered	09-Aug-2005	860558	09-Aug-2005	UK00900860558	09-Aug-2005	UK00900860558	Avon Products, Inc.
EMBRACE YOUR POWER	United Kingdom	3, 4, 9, 21, 35, 41, 42	Registered	27-Jan-2023	UK00003872009	04-Aug-2023	UK00003872009	04-Aug-2023	UK00003872009	Avon Products, Inc.
ENCANTO	United Kingdom	3	Registered	22-Sep-2021	3698614	22-Sep-2021	3698614	22-Sep-2021	3698614	Avon Products, Inc.
Ethically Sourced Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656967	22-Oct-2021	UK00003656967	22-Oct-2021	UK00003656967	Avon Products, Inc.
EXXTRA VERT	United Kingdom	3	Registered	19-Oct-2023	UK00003969628	12-Jan-2024	UK00003969628	12-Jan-2024	UK00003969628	Avon Products, Inc.
FAR AWAY BELLA SUNSET	United Kingdom	3	Registered	27-Feb-2014	1202844	27-Feb-2014	UK00901202844	27-Feb-2014	UK00901202844	Avon Products, Inc.
FAR AWAY INFINITY	United Kingdom	3	Registered	07-Apr-2015	3102788	07-Apr-2015	3102788	07-Apr-2015	3102788	Avon Products, Inc.
FAR AWAY INFINITY	United Kingdom	3	Registered	31-Jul-2015	1267648	31-Jul-2015	1267648	31-Jul-2015	1267648	Avon Products, Inc.
FAR AWAY INFINITY	United Kingdom	3	Registered	31-Jul-2015	1267648	31-Jul-2015	UK00901267648	31-Jul-2015	UK00901267648	Avon Products, Inc.

	Kingdom								Products, Inc.
FAR AWAY SPLENDORIA	United Kingdom	3	Registered	01-Sep-2021	UK00003688955	10-Dec-2021	UK00003688955	Avon Products, Inc.	
FARAWAY	United Kingdom	3	Registered	12-May-2008	2487263	12-May-2018	2487263	Avon Products, Inc.	
FARAWAY	United Kingdom	3	Registered	04-Jul-2008	971526	04-Jul-2008	971526	Avon Products, Inc.	
FARAWAY	United Kingdom	3	Registered	04-Jul-2008	971526	04-Jul-2008	UK00900971526	Avon Products, Inc.	
FOOTWORKS	United Kingdom	3	Registered	08-Oct-1999	2210901	08-Oct-1999	2,210,901	Avon Products, Inc.	
FOOTWORKS	United Kingdom	3	Registered	26-Feb-2008	UK00906722557	12-Nov-2008	UK00906722557	Avon Products, Inc.	
FOOTWORKS	United Kingdom	3	Registered	26-Feb-2008	6722557	12-Nov-2008	UK00906722557	Avon Products, Inc.	
FOOTWORKS	United Kingdom	3	Registered	29-Feb-2012		29-Feb-2012	UK00801117732	Avon Products, Inc.	
FOR THE LOVE OF WOMEN	United Kingdom	35	Registered	11-Jan-2011	2606662	11-Jan-2011	2606662	Avon Products, Inc.	
FOR THE LOVE OF WOMEN	United Kingdom	35	Registered	06-Jul-2012	UK00801142498	06-Jul-2012	UK00801142498	Avon Products, Inc.	
Four A Device	United Kingdom	14	Registered	30-May-2007	2456892	30-May-2007	2456892	Avon Products, Inc.	
Four A Device	United Kingdom	18, 25	Registered	05-Oct-2012	2637301	05-Oct-2012	2637301	Avon Products, Inc.	

Four A Device	United Kingdom	14	Registered	21-Aug-2007	937115	21-Aug-2007	UK00900937115	Avon Products, Inc.
FULL SPEED	United Kingdom	3	Registered	12-Jul-2013	011978962	05-Dec-2013	UK00911978962	Avon Products, Inc.
GLIMMERSTICK	United Kingdom	3	Registered	07-May-2021	UK00003638289	15-Oct-2021	UK00003638289	Avon Products, Inc.
GOLD BLUSH	United Kingdom	3	Registered	22-May-2014	1214175	22-May-2014	1214175	Avon Products, Inc.
GOLD BLUSH	United Kingdom	3	Registered	22-May-2014	1214175	22-May-2014	UK00901214175	Avon Products, Inc.
HERSTORY	United Kingdom		Registered	27-May-2021	UK00003648172	22-Oct-2021	UK00003648172	Avon Products, Inc.
HEVOLUTION	United Kingdom	3	Registered	06-Aug-2020	3520088	06-Aug-2020	3520088	Avon Products, Inc.
HYDRAMATIC	United Kingdom	3	Registered	27-Feb-2023	UK00003882938	19-May-2023	UK00003882938	Avon Products Inc.
IMARI	United Kingdom	3	Registered	12-Oct-2006	UK00905412473	07-Aug-2007	UK00905412473	Avon Products, Inc.
IMARI	United Kingdom	3	Registered	12-Oct-2006	005412473	07-Aug-2007	UK00905412473	Avon Products, Inc.
IMARI ELIXIR	United Kingdom	3	Registered	25-Mar-2014	3048620	25-Mar-2014	3048620	Avon Products, Inc.
IMARI ELIXIR	United Kingdom	3	Registered	25-Jun-2014	1221220	25-Jun-2014	1221220	Avon Products, Inc.
IMARI ELIXIR	United Kingdom	3	Registered	25-Jun-2014	1221220	25-Jun-2014	UK00901221220	Avon

	Kingdom								Products, Inc.
INCANDESCENCE	United Kingdom	3	Registered	10-Feb-2000	2221942		10-Feb-2000	2,221,942	Avon Products, Inc.
INDIVIDUAL BLUE	United Kingdom	3	Registered	31-Oct-2000	2250594		31-Oct-2000	2250594	Avon Products, Inc.
INFINITE MOMENT	United Kingdom	3	Registered	07-Nov-2011	1099816		07-Nov-2011	1099816	Avon Products, Inc.
INFINITE SEDUCTION	United Kingdom	3	Registered	26-Sep-2012	1143253		26-Sep-2012	UK00901143253	Avon Products, Inc.
INSTINCT	United Kingdom	3	Registered	19-Aug-2013	UK00912073854		03-Jan-2014	UK00912073854	Avon Products, Inc.
INSTINCT	United Kingdom	3	Registered	19-Aug-2013	012073854		03-Jan-2014	UK00912073854	Avon Products, Inc.
INTRIGUE	United Kingdom	3	Registered	08-Mar-2001	002121341		11-Feb-2002	UK00902121341	Avon Products, Inc.
JEANETIC	United Kingdom	25	Registered	01-Apr-2015	UK00003102152		01-Apr-2015	UK00003102152	Avon Products, Inc.
JEANETIC	United Kingdom	25	Registered	16-Feb-2016	1293184		16-Feb-2016	1293184	Avon Products, Inc.
JEANETIC	United Kingdom	25	Registered	16-Feb-2016	1293184		16-Feb-2016	UK00901293184	Avon Products, Inc.
JUSTINE	United Kingdom	3	Registered	05-Jun-1965	298499		05-Jun-1965	298499	Avon Products, Inc.
JUSTINE	United Kingdom	3	Registered	05-Jun-1965	298499		05-Jun-1965	UK00900298499	Avon Products, Inc.

K BEAUTY BY AVON	United Kingdom	3	Registered	25-Mar-2019	3386327	25-Mar-2019	3386327	Avon Products, Inc.
KATE'S WORLD	United Kingdom	3	Registered	01-Aug-2012	1136305	01-Aug-2012	UK00901136305	Avon Products, Inc.
KISS GOODBYE TO BREAST CANCER	United Kingdom	3, 18, 25, 26	Registered	15-Mar-1999	2191834	15-Mar-1999	2,191,834	Avon Products, Inc.
LASH EXTROVERT	United Kingdom	3	Registered	23-Jul-2015	3119198	23-Jul-2015	3119198	Avon Products, Inc.
LASH EXTROVERT	United Kingdom	3	Registered	11-Jan-2016	1289620	11-Jan-2016	1289620	Avon Products, Inc.
LASH EXTROVERT	United Kingdom	3	Registered	11-Jan-2016	1289620	11-Jan-2016	UK00901289620	Avon Products, Inc.
LASH LEGEND	United Kingdom	3	Registered	02-Jul-2012	UK00002626485	02-Jul-2012	UK00002626485	Avon Products, Inc.
LASH LEGEND	United Kingdom	3	Registered	15-Nov-2012	1143328	15-Nov-2012	UK00801143328	Avon Products, Inc.
LBD	United Kingdom	3	Registered	22-Oct-2021	3713332	18-Mar-2022	UK00003713332	Avon Products, Inc.
Less Plastic Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656979	29-Oct-2021	UK00003656979	Avon Products, Inc.
LIIV AVON	United Kingdom	5	Registered	30-Apr-2021	3635355	15-Oct-2021	3635355	Avon Products, Inc.
LIIV AVON & DESIGN	United Kingdom	5	Registered	28-Nov-2018	3356948	28-Nov-2018	3356948	Avon Products, Inc.
LIIV AVON & DESIGN	United Kingdom	5	Registered	31-Jan-2019	1464583	31-Jan-2019	UK00901464583	Avon

	Kingdom									Products, Inc.
MAGIX and Design	United Kingdom	3	Registered		04-Jan-2008	956545		19-Feb-2009	956545	Avon Products, Inc.
MAGIX and Design	United Kingdom	3	Registered		31-Mar-2008			04-Jan-2008	UK008956545	Avon Products, Inc.
MARK. & Design	United Kingdom	3	Registered		16-Oct-2015	3131961		16-Oct-2015	3131961	Avon Products, Inc.
MARK.NUDE MATTE	United Kingdom	3	Registered		18-Dec-2015	3141447		18-Dec-2015	3141447	Avon Products, Inc.
MARK.NUDE MATTE	United Kingdom	3	Registered		17-May-2016	1307055		17-May-2016	1307055	Avon Products, Inc.
MARK.NUDE MATTE	United Kingdom	3	Registered		17-May-2016	1307055		17-May-2016	UK00901307055	Avon Products, Inc.
MARK.THE BOLD	United Kingdom	3	Registered		18-Dec-2015	3141443		18-Dec-2015	3141443	Avon Products, Inc.
MARK.THE BOLD	United Kingdom	3	Registered		17-May-2016	1307054		17-May-2016	1307054	Avon Products, Inc.
MARK.THE BOLD	United Kingdom	3	Registered		17-May-2016	1307054		17-May-2016	UK00901307054	Avon Products, Inc.
MESMERISED	United Kingdom	3	Registered		22-Jul-1992	1507656		22-Jul-1992	1,507,656	Avon Products, Inc.
MESMERIZE	United Kingdom	3	Registered		15-Nov-1995	647960		15-Nov-1995	647960	Avon Products, Inc.
MESMERIZE	United Kingdom	3	Registered		15-Nov-1995	647960		15-Nov-1995	UK00900647960	Avon Products, Inc.

MillionEYEzer	United Kingdom	3	Registered	08-Jul-2020	3509562	08-Jul-2020	3509562	Avon Products, Inc.
MUSK MARINE	United Kingdom	3	Registered	11-Jul-2014	3063880	11-Jul-2014	3063880	Avon Products, Inc.
MUSK MARINE	United Kingdom	3	Registered	21-Nov-2014	1236462	21-Nov-2014	1236462	Avon Products, Inc.
MUSK MARINE	United Kingdom	3	Registered	21-Nov-2014	1236462	21-Nov-2014	UK00901236462	Avon Products, Inc.
My Vibe	United Kingdom	3	Registered	21-Feb-2011	2572955	21-Feb-2011	2572955	Avon Products, Inc.
My Vibe	United Kingdom	3	Registered	06-Jul-2011	1095633	06-Jul-2011	UK00901095633	Avon Products, Inc.
Naturality Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656960	22-Oct-2021	UK00003656960	Avon Products, Inc.
ON DUTY	United Kingdom	3	Registered	10-May-1968	B925,061	10-May-1968	UK00000925061	Avon Cosmetics Limited
ON DUTY	United Kingdom	3	Registered	09-Oct-2014	3076271	09-Oct-2014	3076271	Avon Products, Inc.
ON DUTY	United Kingdom	3	Registered	30-Jan-2015	1252753	30-Jan-2015	1252753	Avon Products, Inc.
ON DUTY	United Kingdom	3	Registered	30-Jan-2015	1252753	30-Jan-2015	UK00901252753	Avon Products, Inc.
ON DUTY ACTIVE SENSE	United Kingdom	3	Registered	19-Jun-2014	3060554	19-Jun-2014	3060554	Avon Products, Inc.

ON DUTY ACTIVE SENSE	United Kingdom	3	Registered	21-Nov-2014	1236459	21-Nov-2014	1236459	Avon Products, Inc.
ON DUTY ACTIVE SENSE	United Kingdom	3	Registered	21-Nov-2014	1236459	21-Nov-2014	UK00901236459	Avon Products, Inc.
OPULENTE	United Kingdom	3	Registered	01-Jun-2012	010932945	10-Oct-2012	UK00910932945	Avon Products, Inc.
PASSION DANCE	United Kingdom	3	Registered	29-Jan-2002	2291292	29-Jan-2002	2,291,292	Avon Products, Inc.
PASSION DANCE	United Kingdom	3	Registered	29-Feb-2012		29-Feb-2012	UK00801115115	Avon Products, Inc.
PEDI-BRASION	United Kingdom	3, 5	Registered	04-Jul-2005	UK00904520144	22-May-2006	UK00904520144	Avon Products, Inc.
PEDI-BRASION	United Kingdom	3, 5	Registered	04-Jul-2005	4520144	22-May-2006	UK00904520144	Avon Products, Inc.
PERCEIVE	United Kingdom	3	Registered	28-Aug-1997	2143661	28-Aug-2007	2,143,661	Avon Products, Inc.
PERFECT STRENGTH	United Kingdom	3	Registered	01-Apr-2011		01-Apr-2011	UK0081086433	Avon Products, Inc.
PERFECT WEAR	United Kingdom	3	Registered	01-Dec-2017	UK00917553521	27-Apr-2018	UK00917553521	Avon Products, Inc.
PERFECT WEAR	United Kingdom	3	Registered	01-Dec-2017	017553521	27-Apr-2018	UK00917553521	Avon Products, Inc.
PLANET SPA	United Kingdom	3	Registered	23-Sep-2005	2403217	23-Sep-2005	2403217	Avon Products, Inc.
PLANET SPA	United Kingdom	3, 5	Registered	06-Mar-2008	2512838	06-Mar-2008	2512838	Avon Products, Inc.

	Kingdom								Products, Inc.
PLANET SPA	United Kingdom	3, 5	Registered	06-Mar-2008	UK00906754246	09-Feb-2010	UK00900199559	Avon Products, Inc.	
PLANET SPA	United Kingdom	4	Registered	28-Jul-2021	3674519	03-Dec-2021	3674519	Avon Products Inc.	
PLANET SPA	United Kingdom	3, 5	Registered	06-Mar-2008	006754246	09-Feb-2010	UK00900199559	Avon Products, Inc.	
PLANETWELLNESS	United Kingdom	5	Registered	30-Jun-1999	UK00906641583	16-Aug-2000	UK00906641583	Avon Products, Inc.	
PLANETWELLNESS	United Kingdom	5	Registered	30-Jun-1999	6641583	16-Aug-2000	UK00906641583	Avon Products, Inc.	
PLANETWELLNESS.COM	United Kingdom	5	Registered	30-Jun-1999	UK00906641591	30-Apr-2009	UK00906641591	Avon Products, Inc.	
POWER STAY	United Kingdom	3	Registered	02-Oct-2020	3540019	02-Oct-2020	3540019	Avon Products, Inc.	
PRC Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656977	29-Oct-2021	UK00003656977	Avon Products, Inc.	
PRETTY ROCKIN'	United Kingdom	3	Registered	01-Aug-2012	1137821	01-Aug-2012	UK00901137821	Avon Products, Inc.	
PRO ENERGY	United Kingdom	3	Registered	09-Aug-2005	UK00904583118	15-Jun-2006	UK00904583118	Avon Products, Inc.	
PROTINOL	United Kingdom	3	Pending	07-Feb-2022	UK00003751680			Avon Products, Inc.	
PUR BLANCA	United Kingdom	3	Registered	18-Jun-2001	00002272993	18-Jun-2001	2,272,993	Avon Products, Inc.	

RARE GOLD	United Kingdom	3	Registered	24-Jan-1995	2008695	24-Jan-1995	2008695	Avon Products, Inc.
RARE GOLD	United Kingdom	3	Registered	27-Nov-2014	1252728	27-Nov-2014	1252728	Avon Products, Inc.
RARE GOLD	United Kingdom	3	Registered	27-Nov-2014	1252728	27-Nov-2014	UK00901252728	Avon Products, Inc.
RARE PEARLS	United Kingdom	3	Registered	03-Apr-2002	2297005	03-Apr-2002	UK00002297005	Avon Products, Inc.
RARE PEARLS	United Kingdom	3	Registered	30-Jan-2013	UK00911529476	03-Jul-2013	UK00911529476	Avon Products, Inc.
RECOVERIST	United Kingdom	3	Registered	29-Apr-2022	UK00003783031	29-Jul-2022	UK00003783031	Avon Products Inc.
Recycling Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656951	22-Oct-2021	UK00003656951	Avon Products, Inc.
Refills Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656984	29-Oct-2021	UK00003656984	Avon Products, Inc.
REFLECTIONS	United Kingdom	3	Registered	17-Jan-2011	9664161	30-May-2011	UK00909664161	Avon Products, Inc.
REMARKABROW	United Kingdom	3	Registered	08-Oct-2020	3542032	08-Oct-2020	3542032	Avon Products, Inc.
REPAIRSHIELD	United Kingdom	3	Registered	26-Aug-2010	2556938	26-Aug-2010	2556938	Avon Products, Inc.
REPAIRSHIELD	United Kingdom	3	Registered	26-Nov-2010	1062032	26-Nov-2010	1062032	Avon Products, Inc.
REPAIRSHIELD	United Kingdom	3	Registered	26-Nov-2010	UK00801062032	26-Nov-2010	UK00801062032	Avon

	Kingdom									Products, Inc.
RETANUEW	United Kingdom	3	Registered	29-May-1999	UK00002198822	29-May-1999	UK00002198822		UK00002198822	Avon Products, Inc.
REVERSALIST	United Kingdom	3	Registered	30-Jan-2009	993424	30-Jan-2009	993424		993424	Avon Products, Inc.
REVERSALIST	United Kingdom	3	Registered	30-Jan-2009	993424	30-Jan-2009	993424		UK00900993424	Avon Products, Inc.
SCENT MIX & Design	United Kingdom	3	Registered	21-Jul-2021	3671660	19-Nov-2021	3671660		3671660	Avon Products, Inc.
SECRET FANTASY	United Kingdom	3	Registered	27-Apr-2009	2514689	27-Apr-2009	2514689		2514689	Avon Products, Inc.
SECRET FANTASY	United Kingdom	3	Registered	28-Aug-2009	1014113	28-Aug-2009	1014113		1014113	Avon Products, Inc.
SECRET FANTASY	United Kingdom	3	Registered	28-Aug-2009	1014113	28-Aug-2009	1014113		UK00901014113	Avon Products, Inc.
SEGNO	United Kingdom	3	Registered	01-Sep-2021	UK00003688969	10-Dec-2021	UK00003688969		UK00003688969	Avon Products, Inc.
SEGNO IMPACT	United Kingdom	3	Pending	01-Sep-2021	UK00003688935					Avon Products, Inc.
SHADE THE DAY	United Kingdom	3	Registered	05-Feb-2019	3372996	05-Feb-2019	3372996		3372996	Avon Products, Inc.
SHEER PASSION	United Kingdom	3	Registered	12-May-2015	3108208	12-May-2015	3108208		3108208	Avon Products, Inc.
SHINE ATTRACT	United Kingdom	3	Registered	25-May-2011	2582512	25-May-2011	2582512		2582512	Avon Products, Inc.

SHINE ATTRACT	United Kingdom	3	Registered	24-Nov-2011	2582512	24-Nov-2011	UK00901108026	Avon Products, Inc.
SIGNATURE DIAMONDESQUE & Four A Device	United Kingdom	14	Registered	25-Aug-2015	3123992	25-Aug-2015	3123992	Avon Products, Inc.
SIGNATURE DIAMONDESQUE & Four A Device	United Kingdom	14	Registered	30-Dec-2015	1298594	30-Dec-2015	1298594	Avon Products, Inc.
SIGNATURE DIAMONDESQUE & Four A Device	United Kingdom	14	Registered	30-Dec-2015	1298594	30-Dec-2015	UK00901298594	Avon Products, Inc.
SIGNATURE SILK	United Kingdom	3	Registered	11-Aug-2008	UK00907175649	30-Nov-2020	UK00907175649	Avon Products, Inc.
SIGNATURE SILK	United Kingdom	3	Registered	11-Aug-2008	7175649	30-Nov-2020	UK00907175649	Avon Products, Inc.
SILICONE GLOVE	United Kingdom	3	Registered	14-Dec-1966	B902937	14-Dec-1966	B902937	Avon Cosmetics Limited
SKIN-SO-SOFT	United Kingdom	3	Registered	18-Sep-1964	288777	18-Sep-1964	288777	Avon Products, Inc.
SKIN-SO-SOFT	United Kingdom	3	Not Yet Filed					Avon Products, Inc.
SLEEP POTION	United Kingdom	3	Registered	04-Feb-2019	3372584	04-Feb-2019	3372584	Avon Products, Inc.
SLIP INTO...DARING	United Kingdom	3	Registered	06-Dec-2011	2603685	06-Dec-2011	2603685	Avon Products, Inc.

SMARTER BEAUTY	United Kingdom	35	Registered	09-Nov-2017	3269531	09-Nov-2017	3269531	Avon Products, Inc.
SMARTREPAIR	United Kingdom	3	Registered	14-Nov-2012	2642128	14-Nov-2012	2642128	Avon Products, Inc.
SMARTSAFETY	United Kingdom	9, 42	Registered	22-Sep-2023	UK00003959988	01-Mar-2024	UK00003959988	
SNAP TO IT	United Kingdom	3	Registered	01-Aug-2006	UK00905269329	29-May-2007	UK00905269329	Avon Products, Inc.
SNAP TO IT	United Kingdom	3	Registered	01-Aug-2006	5269329	29-May-2007	UK00905269329	Avon Products, Inc.
SOFT MUSK	United Kingdom	3	Registered	10-Jan-2012	UK00910550473	07-Jun-2012	UK00910550473	Avon Products, Inc.
SOFT MUSK	United Kingdom	3	Registered	10-Jan-2012	10550473	07-Jun-2012	UK00910550473	Avon Products, Inc.
SOLE SUPPORT	United Kingdom	3	Registered	08-Nov-2005	UK00904729398	02-Nov-2006	UK00904729398	Avon Products, Inc.
SOLE SUPPORT	United Kingdom	3	Registered	08-Nov-2005	4729398	02-Nov-2006	UK00904729398	Avon Products, Inc.
SOLUTIONS & DESIGN - LEAF	United Kingdom	3	Registered	08-Jul-2011	2587106	08-Jul-2011	2587106	Avon Products, Inc.
SOLUTIONS & DESIGN - LEAF	United Kingdom	3	Registered	29-Dec-2011	1119577	29-Dec-2011	1119577	Avon Products, Inc.
SOLUTIONS & DESIGN - LEAF	United Kingdom	3	Registered	29-Dec-2011		29-Dec-2011	UK0081119577	Avon Products, Inc.
SPECTRACOLOR	United Kingdom	3	Registered	27-Jun-2007	929620	27-Jun-2007	929620	Avon

	Kingdom									Products, Inc.
SPECTRACOLOR	United Kingdom	3	Registered	27-Jun-2007	929620		27-Jun-2007	UK00900929620	Avon Products, Inc.	
SUMMER WHITE	United Kingdom	3	Registered	15-Jun-2004	UK00903885241		17-Aug-2005	UK00903885241	Avon Products, Inc.	
SUMMER WHITE	United Kingdom	3	Registered	15-Jun-2004	3885241		17-Aug-2005	UK00903885241	Avon Products, Inc.	
SUMMER WHITE MALDIVES	United Kingdom	3	Registered	28-May-2021	UK00003648713		15-Oct-2021	UK00003648713	Avon Products, Inc.	
SUMMER WHITE RIO	United Kingdom	3	Registered	28-May-2021	UK0003648710		28-May-2021	UK0003648710	Avon Products, Inc.	
SUPER DRAMA	United Kingdom	3	Registered	20-Apr-2011	2579266		20-Apr-2011	2579266	Avon Products, Inc.	
SUPER DRAMA	United Kingdom	3	Registered	21-Apr-2011	UK00909917055		31-Aug-2011	UK00909917055	Avon Products, Inc.	
SUPER DRAMA	United Kingdom	3	Registered	22-Apr-2011	9917055		31-Aug-2011	UK00909917055	Avon Products, Inc.	
SUPERSHOCK	United Kingdom	3	Registered	15-May-2007	2455521		21-Mar-2008	2455521	Avon Products, Inc.	
SUPERSHOCK	United Kingdom	3	Registered	10-May-2007	UK00905922653		30-Jan-2008	UK00905922653	Avon Products, Inc.	
SUPERSHOCK	United Kingdom	3	Registered	10-May-2007	5922653		30-Jan-2008	UK00905922653	Avon Products, Inc.	
SUPERSONIC	United Kingdom		Registered	23-Nov-2018	1452601		28-Feb-2019	1452601	Avon Products, Inc.	

SUPERSONIC	United Kingdom		Registered	14-Jun-2018	UK00917917338	02-Oct-2018	UK00917917338	Avon Products, Inc.
SUPERSONIC	United Kingdom		Registered	14-Jun-2018	17917338	02-Oct-2018	UK00917917338	Avon Products, Inc.
SURREAL	United Kingdom	3	Registered	27-Jul-2004	UK00903952389	12-Nov-2008	UK00903952389	Avon Products, Inc.
SURREAL	United Kingdom	3	Registered	27-Jul-2004	3952389	12-Nov-2008	UK00903952389	Avon Products, Inc.
THERMAFIRM	United Kingdom	3	Registered	14-Feb-2006	UK00904906467	15-Jan-2007	UK00904906467	Avon Products, Inc.
THERMAFIRM	United Kingdom	3	Registered	14-Feb-2006	4906467	15-Jan-2007	UK00904906467	Avon Products, Inc.
TIMELESS	United Kingdom	3	Registered	24-Jun-1965	881181B	24-Jun-1965	881181B	Avon Cosmetics Limited
TIMELESS	United Kingdom	3	Registered	19-Jan-2012	UK00910574259	02-Jun-2012	UK00910574259	Avon Products, Inc.
TIMELESS	United Kingdom	3	Registered	19-Jan-2012	10574259	02-Jun-2012	UK00910574259	Avon Products, Inc.
TODAY ALWAYS	United Kingdom	3	Registered	01-Oct-2003	UK00002344832	01-Oct-2003	UK00002344832	Avon Products, Inc.
TODAY ALWAYS	United Kingdom	3	Registered	30-Sep-2003	UK00903374543	13-Oct-2004	UK00903374543	Avon Products, Inc.
TODAY ALWAYS	United Kingdom	3	Registered	30-Sep-2003	003374543	13-Oct-2004	UK00903374543	Avon Products, Inc.

TRUE LIFE	United Kingdom	3	Registered	15-Nov-2012	1143489	15-Nov-2012	UK00901143489	Avon Products, Inc.
TRUE LUMINOUS	United Kingdom	3	Registered	24-Oct-2017	1380323	24-Oct-2017	1380323	Avon Products, Inc.
TRUE LUMINOUS	United Kingdom	3	Registered	24-Oct-2017	1380323	24-Oct-2017	UK00901380323	Avon Products, Inc.
ULTRA MATCH	United Kingdom	3	Registered	01-Dec-2023	UK00003986477	01-Mar-2024	UK00003986477	
UNSCRIPTED	United Kingdom	3	Registered	06-Mar-2008	2481745	06-Mar-2008	2481745	Avon Products, Inc.
VITA MOIST	United Kingdom	3	Registered	14-Jul-2014	UK00913080494	26-Nov-2014	UK00913080494	Avon Products, Inc.
VITA MOIST	United Kingdom	3	Registered	14-Jul-2014	13 080 494	26-Nov-2014	UK00913080494	Avon Products, Inc.
Water Reduction Icon	United Kingdom	3	Registered	17-Jun-2021	UK00003656961	22-Oct-2021	UK00003656961	Avon Products, Inc.
WILD COUNTRY	United Kingdom	3	Registered	18-Apr-1967	908,284	18-Apr-1967	UK00000908284	Avon Cosmetics Limited
WILD COUNTRY	United Kingdom	3	Registered	20-Mar-2018	1417281	07-Jan-2019	1417281	Avon Products, Inc.
WILD COUNTRY	United Kingdom	3	Registered	20-Mar-2018	1417281	07-Jan-2019	UK00901417281	Avon Products, Inc.
WILD ROAD	United Kingdom	3	Registered	19-Jun-2014	3060551	19-Jun-2014	3060551	Avon Products, Inc.

WILD ROAD	United Kingdom	3	Registered	21-Nov-2014	1236463	21-Nov-2014	1236463	Avon Products, Inc.
WILD ROAD	United Kingdom	3	Registered	21-Nov-2014	1236463	21-Nov-2014	UK00901236463	Avon Products, Inc.
WILDERNESS	United Kingdom	3	Registered	08-Aug-1972	996527	08-Aug-1972	996,527	Avon Cosmetics Limited
WILDERNESS	United Kingdom	3	Registered		UK00913754676	19-Jun-2015	UK00913754676	Avon Products, Inc.
WILDERNESS	United Kingdom	3	Registered		13 754 676	19-Jun-2015	UK00913754676	Avon Products, Inc.
WINTER INTENSIVE	United Kingdom	3	Registered	02-Nov-2005	UK00904730818	14-Mar-2007	UK00904730818	Avon Products, Inc.
WINTER INTENSIVE	United Kingdom	3	Registered	02-Nov-2005	4730818	14-Mar-2007	UK00904730818	Avon Products, Inc.
WOMEN OF ENTERPRISE	United Kingdom	3, 35	Registered	29-Jun-2005	UK00904559696	29-Jun-2006	UK00904559696	Avon Products, Inc.
WOMEN OF ENTERPRISE	United Kingdom	3, 35	Registered	29-Jun-2005	4559696	29-Jun-2006	UK00904559696	Avon Products, Inc.
X-SERIES	United Kingdom	3	Registered	18-Jan-2011	2569451	18-Jan-2011	2569451	Avon Products, Inc.
X-SERIES	United Kingdom	3	Registered	31-Mar-2011	1085759	31-Mar-2011	1085759	Avon Products, Inc.
X-SERIES	United Kingdom	3	Registered	31-Mar-2011		31-Mar-2011	UK0081085759	Avon Products, Inc.

PART III
DESIGNS

Design Title	Country	Registration Number	Registration Date	Application number	Application Date	Status	Applicant /Owner
Applicator for Personal Care and Base Therefor	United Kingdom	90035148010001	13-Dec-2016	003514801	13-Dec-2016	Registered	Avon Products, Inc.
Applicator for Personal Care and Base Therefor	United Kingdom	90035148010003	13-Dec-2016	003514803	13-Dec-2016	Registered	Avon Products, Inc.
Container for Personal Care	United Kingdom	90032370560006	24-Jun-2016	003237056006	24-Jun-2016	Registered	Avon Products, Inc.

PART IV

DOMAIN NAMES

<u>Domain Name</u>	<u>Country</u>	<u>Registry Expiry Date</u>	<u>Reg Organization</u>
askavon.co.uk	UNITED KINGDOM	07-Apr-2025	Avon Products, Inc.
askavon.uk.com	UNITED KINGDOM	07-Apr-2025	Avon Products, Inc.
avon.uk.com	UNITED KINGDOM		Avon Products, Inc.
avon-products.co.uk	UNITED KINGDOM	18-Oct-2024	Avon Products, Inc.
avonbeautyconnects-stg.co.uk	UNITED KINGDOM	17-Jul-2024	Avon Products, Inc.
avonbeautyconnects.co.uk	UNITED KINGDOM	17-Jul-2024	Avon Products, Inc.

avonbusinessdeveloper.co.uk	UNITED KINGDOM	12-May-2024	Avon Products, Inc.
avoncatalog.co.uk	UNITED KINGDOM	31-Dec-2024	Avon Cosmetics Limited
avoncatalog.uk	UNITED KINGDOM	31-Dec-2024	Avon Cosmetics Limited
avonconnects.co.uk	UNITED KINGDOM	06-Jul-2024	Avon Products, Inc.
avoncrusade.co.uk	UNITED KINGDOM	02-Jul-2024	Avon Products, Inc.
avongirl.co.uk	UNITED KINGDOM	03-Jun-2024	Avon Products, Inc.
avongirl.org.uk	UNITED KINGDOM	03-Jun-2024	Avon Products, Inc.
avonlimited.co.uk	UNITED KINGDOM	05-Aug-2024	Avon Products, Inc.
avonlistens.co.uk	UNITED KINGDOM	20-Jan-2025	Avon Products, Inc.
avonshop.co.uk	UNITED KINGDOM	15-Sep-2024	Avon Products, Inc.
avonterms.co.uk	UNITED KINGDOM	30-Jul-2024	Avon Products, Inc.
avonwow.co.uk	UNITED KINGDOM	23-Apr-2024	Avon Products, Inc.
beautyforapurpose.co.uk	UNITED KINGDOM	29-Dec-2024	Avon Products, Inc.
beautyforapurpose.org.uk	UNITED KINGDOM	17-Feb-2025	Avon Products, Inc.
beautyforapurpose.uk	UNITED KINGDOM	27-Jan-2025	Avon Products, Inc.
catalogavon.co.uk	UNITED KINGDOM	11-Mar-2025	Avon Cosmetics Limited
distillery.co.uk	UNITED KINGDOM	05-Jan-2025	Avon Products, Inc.
liiavon.co.uk	UNITED KINGDOM	28-Feb-2025	Avon Products, Inc.
liiavon.uk	UNITED KINGDOM	28-Feb-2025	Avon Products, Inc.
myavon.co.uk	UNITED KINGDOM	02-Nov-2024	Avon Products, Inc.
shopwithmyrep.co.uk	UNITED KINGDOM	13-Mar-2025	Avon Products, Inc.

SCHEDULE 9
FORM OF ACCOUNT NOTICE

To: [●] *[insert name and address of bank at which Account is held]*

Attention: [●] *[insert name and address of officer]*

Date: [●]

Dear Account Bank

Account name [●]

Account number [●]

Sort code [●]

By this notice (the "**Account Notice**"), we refer to our above account with you, as it may from time to time be re-designated or re-numbered (the "**Account**").

We give you notice that by a debenture (the "**Debenture**") dated [●] 2024 between, among others, us (the "**Company**") and Natura &Co. UK Holdings Limited (the "**Chargee**") we have charged by way of first fixed charge in favour of the Chargee all amounts standing to the credit of the Account from time to time (the "**Account Balance**") and all of our right, title and interest in and to the Account.

Under the Debenture we are permitted to withdraw the whole or any part of the Account Balance from the Account, or procure its payment to third parties, until such time as the Chargee gives you written notice that this permission is withdrawn.

Upon notification in writing to you by the Chargee that an Event of Default has occurred which is continuing, all payments under or arising from the Account shall be made to the Chargee (or to its order). Until such notification from the Chargee, all such payments may continue to be made to the Company.

Please acknowledge receipt of this Notice and confirm that:

1. you will agree to comply with this Notice;
2. you will disclose to the Chargee such information relating to the Account as the Chargee may from time to time request;
3. you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other similar rights in respect of, the Account and/or the Account Balance; and
4. you have not received any other notice of any assignment or charge of the Account or that any other person has any security interest in or claims any rights in respect of the Account and/or the Account Balance.

This authority and instruction is irrevocable without the prior written consent of the Chargee.

This notice and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please sign the acknowledgement below and return to the Chargee (with a copy to us).

Yours faithfully,

.....

for and on behalf of [*Chargor*]

copy: ☐

We acknowledge receipt of the Account Notice of which this is a copy and confirm each of the matters referred to therein.

.....

for and on behalf of

[*Account Bank*]

Date:

SCHEDULE 10

FORM OF INSURANCE POLICIES NOTICE

To: [●] *[insert name and address of Insurer]*

Attention: [●] *[insert name and address of officer]*

Date: [●]

Dear Insurer

Insurance Policy [●] *[insert policy number and description]* (the "Policy")

We refer to the [Policy]/[Policies], as [it]/[they] may from time to time be renewed or replaced.

We give you notice that by a debenture (the "**Debenture**") dated [●] 2024 between, among others, us (the "**Company**") and Natura &Co. UK Holdings Limited (the "**Chargee**") we have assigned absolutely, subject to a proviso for re-assignment on redemption, to the Chargee all of our present and future right, title and interest in and to the [Policy]/[insurance policies listed below (the "**Policies**")], including all moneys payable to the Company, and any claims, awards and judgments in favour of the Company, under or in connection with the [Policy]/[Policies].

[Policies]

[describe the Policies]

1. All moneys payable by you to the Company under or in connection with [the]/[any] Policy [in excess of £[]] shall be paid to the Chargee into the following account *[insert account details]* or to its order as it may specify in writing from time to time.
2. We authorise you to disclose to the Chargee, without further approval from us, such information regarding the [Policy]/[Policies] as the Chargee may from time to time request and to send it copies of all notices issued by you under the [Policy]/[Policies].
3. Without prejudice to the matters stated in this Notice of Assignment, with effect from your receipt of this Notice of Assignment, all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the [Policy]/[Policies] (including all rights to compel performance) belong to and are exercisable by the Chargee.
4. Despite the assignment referred to above or the making of any payment by you to the Chargee under or in connection with it:
 - (a) the Company shall remain liable to perform all its obligations under [the]/[each] Policy; and
 - (b) neither the Chargee nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of [the]/[any] Policy.
5. Unless and until you receive written notice from the Chargee to the contrary, all rights, powers and discretions shall be exercisable by, and notices shall be given to, the Company or as it directs.
6. Please acknowledge receipt of this Notice of Assignment and confirm that:
 - (c) you will pay all sums due under [the]/[each] Policy as directed by or pursuant to this Notice of Assignment;

- (d) you do not have and will not claim or exercise any rights of set-off, lien, or counterclaim or similar rights (however described) which you may have now or in the future in respect of amounts owed by the Company in respect of [the]/[any] Policy;
- (e) you have endorsed the [Policy]/[Policies] with the name of the Chargee as sole loss payee;
- (f) you have endorsed the [Policy]/[Policies] with the name of the Chargee as first priority assignee;
- (g) you have not received any other notice of any assignment or charge of [the]/[any] Policy [(except for a notice of assignment dated [the same date as this notice] from the Chargee as first priority assignee)] or of any other interest of any third party in [the]/[any] Policy (except as otherwise set out in the [relevant] Policy);
- (h) no breach or default on the part of the Company of any of the terms of the [Policy]/[Policies] will be deemed to have occurred unless we have given notice of such breach to the Chargee specifying how such breach can be rectified; and
- (i) you will comply with the other provisions of this Notice of Assignment;

by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Chargee at [●], marked for the attention of [●].

7. This authority and instruction is irrevocable other than with the prior written consent of the Chargee.
8. This Notice of Assignment and your acknowledgement and all non-contractual obligations arising out of or in connection with them are governed by and will be construed in accordance with the laws of England and Wales.

.....

For and on behalf of

 [[Chargor]]

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm our agreement to each of the matters referred to in the Notice of Assignment.

For and on behalf of

[Insert name of Insurer]

cc: [[Chargor]]

Date:

SCHEDULE 11

FORM OF RELEVANT CONTRACTS NOTICE

To: [insert name and address of counterparty]

Attention: [insert name and address of officer]

Date: [●]

Dear Contract Counterparty

[identify the Relevant Contract], as amended, novated, supplemented, varied, extended, restated or replaced from time to time (the "Contract")

We refer to the Contract.

We give you notice that by a debenture (the "**Debenture**") dated [●] 2024 between, among others, us (the "**Company**") and Natura &Co. UK Holdings Limited (the "**Chargee**") we have assigned absolutely, subject to a proviso for re-assignment on redemption, to the Chargee all of our right, title and interest in and to the Contract including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Contract.

The Contract

[describe the Contract]

1. All moneys payable by you to the Chargor under or in connection with the Contract [up to an aggregate of £[●] in any calendar year] shall be paid into Account No. [●] with [●], at [●] unless and until you receive written notice from the Chargee to the contrary, in which event you should make all future payments as then directed by the Chargee.
2. Without prejudice to the matters stated in this Notice of Assignment, with effect from your receipt of this Notice of Assignment:
 - (a) all remedies provided for in the Contract or available at law or in equity shall be exercisable by the Chargee;
 - (b) all rights to compel performance of the Contract shall be exercisable by the Chargee although we remain solely liable to perform all the obligations assumed by us under or in connection with the Contract;
 - (c) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Contract shall belong to the Chargee and you agree that the Chargor is not permitted to amend, supplement, vary or waive (or agree to amend, supplement, vary or waive) any provision of the Contract nor may the Contract be terminated without the consent of the Chargee (save for as expressly permitted); and
 - (d) you are authorised and instructed, without requiring further approval from us, to provide the Chargee with such information relating to the Contract as it may from time to time request and to send copies of all notices issued by you under the Contract to the Chargee and ourselves.
3. Despite the assignment referred to above or the making of any payment by you to the Chargee under or in connection with it, neither the Chargee nor any delegate or sub-delegate shall at any time be under any obligation or liability to you under or in respect of the Contract.

4. Unless and until you receive written notice from the Chargee to the contrary, all rights, powers and discretions in relation to the Contract may be exercisable by, and notices shall be given to, the Chargor.
5. Please acknowledge receipt of this Notice of Assignment and confirm that:
 - (a) you will pay all sums due under the Contract as directed by or pursuant to this Notice of Assignment;
 - (b) you do not have and will not claim or exercise any rights of set-off, lien or counterclaim or similar rights (however described) which you may have now or in the future in respect of the Contract;
 - (c) you have not received any other notice of any assignment or charge of the Contract or of any other interest of any third party in the Contract; and
 - (d) you will comply with the other provisions of this Notice of Assignment;by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Chargee at [●], marked for the attention of [●].
6. This authority and instruction is irrevocable other than with the prior written consent of the Chargee.
9. This Notice of Assignment and your acknowledgement and all non-contractual obligations arising out of or in connection with them are governed by and will be construed in accordance with the laws of England and Wales.

.....
For and on behalf of

[●]

as Chargor

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and confirm our agreement to each of the matters referred to in the Notice of Assignment.

For and on behalf of

[Contract Counterparty]

Date:

SCHEDULE 12
FORM OF LEGAL CHARGE

REAL PROPERTY LEGAL CHARGE

dated

_____ 20[●]

by

[●]

as Chargor

and

NATURA & CO UK HOLDINGS LIMITED

as Chargee

**Baker
McKenzie.**

Baker & McKenzie LLP
200 Bishopsgate
London EC2M 4RB
United Kingdom
www.bakermckenzie.com

CONTENTS

Clause	Page
Annex A.....	74
Annex B.....	76
1. Interpretation	2
2. Legal Mortgage.....	2
3. Implied covenants for title.....	2
4. Registration	3
5. Governing law	3
6. Counterparts and effectiveness.....	3
Schedule to Form of Legal Mortgage.....	4
Details of Charged Property.....	4

LEGAL CHARGE

This Legal Charge is dated _____ 20[●]

Between

- (1) [●], a [[company]/[limited liability partnership] incorporated]/[and individual resident] in [●] [with registered number [●]] (the "**Chargor**"); and
- (2) **NATURA &CO UK HOLDINGS LIMITED**, as lender and secured party pursuant to the Debenture (defined below) (the "**Chargee**").

BACKGROUND

- C. The Chargor has entered into the Debenture as security for the Secured Liabilities.
- D. The Chargor enters into this Legal Charge pursuant to Clause 7.6 (*After-acquired Real Property*) of the Debenture.

1. INTERPRETATION

1.1 Definitions

In this Legal Charge:

"**Charged Property**" means the Chargor's real property the details of which are specified in the Schedule (*Details of Charged Property*), including all Fixtures from time to time on that real property.

"**Debenture**" means the debenture dated [●] 2024 and made between, among others, the Chargor and the Chargee.

"**Fixtures**" means fixtures, fittings and fixed plant, machinery and apparatus.

1.2 Defined Terms

Unless this Legal Charge provides otherwise or the context otherwise requires, a term which is defined (or expressed to be subject to a particular construction) in the Debenture shall have the same meaning (or be subject to the same construction) in this Legal Charge.

1.3 Designation

This Legal Charge is supplemental to the Debenture.

2. LEGAL MORTGAGE

The Chargor with full title guarantee and as security for the payment of all Secured Liabilities charges the Charged Property in favour of the Chargee by way of first legal mortgage.

3. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Legal Mortgage*).
- (b) It shall be implied in respect of Clause 2 (*Legal Mortgage*) that the Chargor is disposing of the Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. REGISTRATION

The Chargor:

- (a) shall apply to the Land Registry for first registration of the Charged Property (if it is not already registered), and registration of the Chargor as its proprietor;
- (b) shall apply to the Land Registry to register, the charge by way of legal mortgage created by Clause 2 (*Legal Mortgage*), and
- (c) shall submit to the Land Registry in relation to the Charged Property a duly completed Form RX1 requesting that a restriction in the form specified below be entered on the register of the title to the Charged Property in respect of the legal mortgage created by Clause 2 (*Legal Mortgage*),

"No disposition [or specify type of disposition i.e. a transfer or lease of whole] of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge not being a charge registered before entry into this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register";
and

- (d) shall authorise the Chargee to make an application to the Land Registry to enter the obligation to make further advances on the charges register in respect of the Charged Property;
- (e) shall pay all applicable registration fees to the Land Registry; and
- (f) shall, on completion of the registration of security under this Clause, supply to the Chargee a copy of the relevant title information document issued by the Land Registry.

5. GOVERNING LAW

This Legal Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

6. COUNTERPARTS AND EFFECTIVENESS

6.1 Counterparts

This Legal Charge may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Legal Charge.

6.2 Effectiveness

This Legal Charge shall take effect and be delivered as a deed on the date on which it is stated to be made.

In Witness Whereof this Legal Charge has been executed as a deed by the Chargor and has been signed on behalf of the Chargee.

SCHEDULE TO FORM OF LEGAL MORTGAGE

DETAILS OF CHARGED PROPERTY

REGISTERED LAND

County and district/London borough	Description	Title Number
[•]	[•]	[•]

UNREGISTERED LAND

Description	Date	Document	Parties
[•]	[•]	[•]	[•]

EXECUTED as a deed and delivered on the date appearing at the beginning of this Legal Charge.

[Execution blocks to be inserted]

EXECUTION PAGE FOR THE DEBENTURE

EXECUTED as a deed and delivered on the date appearing at the beginning of this Debenture

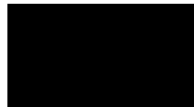
CHARGOR

EXECUTED AS A DEED

by **Avon Cosmetics Limited**,
a company incorporated in England and Wales,
acting by Anna Elizabeth Tolley and Louise
Scott, who in accordance with the laws of that
territory are acting under the authority of the
company:



.....
Print name: Anna Elizabeth Tolley
Director



.....
Print name: Louise Scott
Director

CHARGOR

EXECUTED AS A DEED

by **Avon Beauty Limited**,
a company incorporated in England and Wales,
acting by Louise Scott and Dr. Amanda Long,
who in accordance with the laws of that territory
are acting under the authority of the company:



.....
Print name: Louise Scott
Director



.....
Print name: Dr. Amanda Long
Director

EXECUTED AS A DEED

by **Avon International Operations, Inc.**
a company incorporated in the State of Delaware,
acting by Marcin Kopa who in accordance with
the laws of that territory is acting under the
authority of the company in the presence of:



Print name: Marcin Kopa
Director



Print name of witness: Piotr Marek

Address: 


EXECUTED AS A DEED

by **Avon Products, Inc.**
a company incorporated in the State of New
York, acting by Marcin Kopa who in accordance
with the laws of that territory is acting under the
authority of the company in the presence of:



Print name: Marcin Kopa
Director



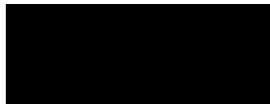
Print name of witness: Piotr Marek

Address: 


CHARGE

EXECUTED AS A DEED

by **NATURA &CO UK HOLDINGS LIMITED**, a company incorporated in England and Wales



Print name: Patricia Espinelli De Castro

Title: Director

Print name of witness: Cezary Marszalek

Address: 