

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

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In re	:	Chapter 11
	:	
AIO US, INC., et al.,	:	Case No. 24–11836 (CTG)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	Re: Docket Nos. 812, 965, 1027, 1048 & 1319
	X	

**ORDER (I) CONFIRMING FOURTH AMENDED
JOINT CHAPTER 11 PLAN OF LIQUIDATION OF AIO US, INC.
AND ITS DEBTOR AFFILIATES AND (II) GRANTING RELATED RELIEF**

Upon the filing by AIO US, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**”), as “proponents of the plan” within the meaning of section 1129 of title 11 of the United States Code (the “**Bankruptcy Code**”), of the *Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and Its Debtor Affiliates* [Docket No. 812] (as amended by Docket Nos. 965, 1027, 1048 and 1319, and including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof and hereof, the “**Plan**”), a copy of which is attached hereto as **Exhibit A**;² and the Bankruptcy Court having approved the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and Its Debtor Affiliates* [Docket No. 1028] (as amended by Docket No. 1050 and including any exhibits, schedules, and supplements thereto,

¹ A complete list of the Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number is available at <https://dm.epiq11.com/case/aiousinc/info>. The Debtors’ mailing and service address is 4 International Drive, Suite 110, Rye Brook, New York 10573.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Solicitation Procedures Order (as defined below), as applicable.

the “**Disclosure Statement**”) and having entered the *Order (I) Approving Proposed Disclosure Statement and the Form and Manner of Notice of Hearing Thereof, (II) Establishing Solicitation and Voting Procedures with Respect to Debtors’ Proposed Chapter 11 Plan, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Debtors’ Proposed Chapter 11 Plan, and (V) Granting Related Relief* [Docket No. 1047] (the “**Solicitation Procedures Order**”); and the Debtors, through their solicitation agent in the Chapter 11 Cases, Epiq Corporate Restructuring, LLC (“**Epiq**”), having served the Solicitation Procedures Order, the Plan, the Disclosure Statement, and the other related solicitation materials, including copies of the Bankruptcy Court-approved ballots (the “**Ballots**”), notices of non-voting status, optional election form (the “**Optional Election Form**”), and notice of the hearing on confirmation of the Plan (the “**Confirmation Hearing**” and the notice thereof, the “**Confirmation Hearing Notice**”), as applicable, on the holders of Claims and Interests in accordance with the Solicitation Procedures Order, as described in the *Certificate of Service* of Hallie Dreiman, dated May 23, 2025 [Docket No. 1067], and the *Certificate of Service* of Stephenie Kjontvedt, dated June 3, 2025 [Docket No. 1120] (collectively, the “**Solicitation Certifications**”) and the *Declaration of Stephenie Kjontvedt of Epiq Corporate Restructuring, LLC Regarding the Solicitation and Tabulation of Ballots Cast on the Second Amended Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and Its Debtor Affiliates*, filed on June 27, 2025 [Docket No. 1221] (the “**Voting Certification**”); and on May 28, 2025, the Debtors, through Epiq, having caused the Confirmation Hearing Notice to be published in the national editions of the *Wall Street Journal* and *USA Today*, as set forth in the proofs of publication, filed on May 28, 2025 [Docket Nos. 1099 and 1100] (the “**Publication Affidavits**”); and due and proper notice of the Confirmation Hearing having been given to holders of Claims against, and Interests in, the Debtors and other parties in

interest in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Bankruptcy Rules**”), and the Solicitation Procedures Order, as established by the certificates of service, mailing, and publication filed with the Bankruptcy Court, including the Solicitation Certifications and the Publication Affidavits, and such notice being reasonable and sufficient under the circumstances and no further or additional notice being required; and the Debtors having filed on June 13, 2025, the *Notice of Filing of Plan Supplement in Connection with Second Amended Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and Its Debtor Affiliates* [Docket No. 1138] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan and this Confirmation Order, the “**Plan Supplement**”); and due and proper notice of the Plan Supplement and the documents set forth, and transactions contemplated, therein having been given to holders of Claims against, and Interests in, the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Solicitation Procedures Order; and such filing and notice thereof being reasonable and sufficient under the circumstances and no further or additional notice being required; and the Bankruptcy Court having considered the record in these Chapter 11 Cases, the compromises, settlements, and transactions embodied in and contemplated by the Plan, the briefs and arguments regarding confirmation of the Plan, the evidence in support of the Plan adduced at the Confirmation Hearing; and the Confirmation Hearing having been held on July 21, 2025 and July 23, 2025; and the Bankruptcy Court having taken judicial notice of the entire record of these Chapter 11 Cases; and after due deliberation; and for the reasons set forth in the Memorandum Opinion dated August 21, 2025 [Docket No. 1442]:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Findings of Fact and Conclusions of Law.** The findings and conclusions set forth herein and the record of the Confirmation Hearing constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

B. **Jurisdiction and Venue.** The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue is proper under 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtors consent to entry of a final order by the Bankruptcy Court in accordance with the terms set forth herein to the extent that it is later determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. **Judicial Notice.** The Bankruptcy Court takes judicial notice of the docket in these Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings, notices, and other documents filed, all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before the

Bankruptcy Court during these Chapter 11 Cases, including, without limitation, the Confirmation Hearing.

D. **Burden of Proof.** Based on the record of these Chapter 11 Cases, each of the Debtors has met the burden of proving by a preponderance of the evidence each applicable element of section 1129 of the Bankruptcy Code.

E. **Solicitation.** The Plan was solicited in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Solicitation Procedures Order. The Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan and this Confirmation Order.

F. **Good Faith.** The Plan, including the Trust Distribution Procedures, has been proposed in good faith and not by any means forbidden by law. In so finding, the Bankruptcy Court has considered the totality of the circumstances of the Chapter 11 Cases. The Plan, including the Trust Distribution Procedures, is the result of extensive, good faith, arm's length negotiations among the Debtors and their principal constituencies, including the Creditors' Committee. This Court has not made any determination about the reasonableness or fairness of the Trust Distribution Procedures.

G. **Plan Supplement.** All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The Debtors reserve the right to alter, amend, update, or modify the Plan Supplement in accordance with the Plan.

H. **Section 1129(b).** The Plan does not "discriminate unfairly" and is "fair and equitable" with respect to the Classes that are Impaired and voted to, or are deemed to, reject the

Plan in accordance with section 1129(b) of the Bankruptcy Code. With respect to each Debtor, the Plan does not discriminate unfairly among the different classes of unsecured creditors and Interest holders and does not offend the fair and equitable standard of the Bankruptcy Code because grounds and justifications exist for treating the classes differently in the Chapter 11 Cases.

I. **Trust Distribution Procedures.** The Allowed amount of any Talc Claim shall be the amount determined under the Trust Distribution Procedures. Solely as between the holders of any Talc Claims and the Avon Liquidation Trust, such Allowed amount shall be legally enforceable against the Avon Liquidation Trust in accordance with the Plan, Trust Distribution Procedures and the other ALT Documents. For the avoidance of doubt, the amount of any installment payments, initial payments, or payments based on payment percentages established under the Trust Distribution Procedures, as determined or as actually paid by the Avon Liquidation Trust, are not the equivalent of any claimant's Allowed amount of their Talc Claim. For the further avoidance of doubt, nothing herein determines whether any Insurance Company is obligated to provide coverage for, or pay, the amount determined under the Trust Distribution Procedures for an Allowed Talc Claim or any other amount.

J. **Insurance Entity Injunction.** The terms of the Insurance Entity Injunction, including any provisions barring actions against third parties, are set out in conspicuous language in the Plan and in the Disclosure Statement.

K. **Injunctions.** The injunctions set forth in Article X of the Plan, including the Plan Injunction and Insurance Entity Injunction, are essential to the Plan, appropriately tailored to implement the applicable provisions of the Plan, and consistent with all applicable provisions of the Bankruptcy Code and other applicable law.

L. **Transfer of Rights Under Insurance Policies.** The Plan's transfer of the Insurance Rights, subject to the terms and conditions of the Insurance Policies, is authorized and permissible notwithstanding any terms of any policies or provisions of non-bankruptcy law that prohibit the delegation, assignment, or other transfer of the Insurance Rights and of any policies or provisions of applicable law that are argued to prohibit the assignment or transfer of such Insurance Rights; *provided, however*, that, for the avoidance of doubt, the Insurance Rights that are transferred pursuant to Section 5.4(iv) of the Plan include and are subject to the Insurance Policies' terms and conditions. The Avon Liquidation Trust is a proper defendant for all applicable Claims against the Debtors to assert liability of the Debtors or the Liquidating Debtors, as applicable.

M. **Avon Liquidation Trust Rights Under Insurance Policies.** The Avon Liquidation Trust's rights under any Insurance Policies issued by Non-Settling Insurance Companies, including the effect of any failure to satisfy conditions precedent or obligations under such policies (other than, in the case of the Insurance Policies, the terms of any policies or provisions of applicable law that are argued to prohibit the assignment or transfer of such rights), shall be determined in accordance with the Insurance Policies and applicable law, in subsequent litigation.

N. **Avon Liquidation Trust Rights to Proceeds of Insurance Settlements.** The proceeds of any sale of any Insurance Policies pursuant to an Insurance Settlement Agreement, including the full settlement amount, shall be contributed to the Avon Liquidation Trust "free and clear" of all liens, claims, encumbrances, any other rights of any nature, whether at law or in equity, and other "interest," under sections 363 and 1141 of the Bankruptcy Code, of any additional insured or any other person or Entity in such Insurance Policies. Notwithstanding anything to the

contrary, and for the avoidance of doubt, any Insurance Policies sold by the Debtors to an applicable Settling Insurance Company shall be sold free and clear of all liens, claims, encumbrances, interests, or other rights on the Effective Date on the terms and as provided in any applicable Insurance Settlement Agreement and any orders governing such settlements.

O. **Debtor Releases.** Good and valid justifications have been demonstrated in support of the releases contained in Section 10.6 of the Plan (the “**Debtor Releases**”). Based upon the record in the Chapter 11 Cases and the evidence presented at the Confirmation Hearing, including in the Confirmation Declaration, the Debtor Releases are (i) fair, equitable, and reasonable, (ii) integral elements of the Plan and resolution of the Chapter 11 Cases, and (iii) in the best interests of the Debtors, the Estates, and creditors. Accordingly, such releases constitute a sound exercise of the Debtors’ business judgment.

P. **Exculpation.** The exculpation provided by Section 10.7 of the Plan for the benefit of the Exculpated Parties is appropriately tailored to the circumstances of these Chapter 11 Cases. The failure to implement the exculpation provision would seriously impair the Debtors’ ability to confirm the Plan. No Exculpated Party is being exculpated for acts or omissions that are determined in a Final Order by a court of competent jurisdiction to constitute a criminal act, fraud, willful misconduct, or gross negligence.

Q. **Modifications to Plan.** Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan and/or the Plan Supplement made after solicitation of the Plan (including, without limitation, the modifications set forth in the versions of the Plan filed on July 17, 2025 [Docket No. 1319], July 31, 2025 [Docket No. 1388], and September 19, 2025 [Docket No. 1521]) or in this Confirmation Order constitute technical or clarifying changes, and/or do not materially and adversely affect or change the treatment of any other Claim or Interest under the

Plan. Notice of any such modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, such modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims or Interests be afforded any further opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before the Bankruptcy Court, and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

R. **Notice.** As evidenced by the Solicitation Certifications and the Publication Affidavit filed with the Bankruptcy Court, due, proper, timely, adequate, and sufficient service and notice of the Plan, including all releases and injunctions thereunder, the deadline and procedures for filing objections to the Plan (including, without limitation, the deadline and procedures for filing any objections to the assumption, assumption and assignment, or rejection of any executory contracts and unexpired leases under the Plan), the Plan Supplement, and the Confirmation Hearing has been provided in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Solicitation Procedures Order to all interested Persons and Entities and no other or further notice is necessary or shall be required.

S. **Tabulation.** As described in the Voting Certification, the holders of Claims in Class 3 (General Unsecured Claims) against each Debtor and the holders of Claims in Class 4 (Talc Claims) against Avon Products, Inc. have accepted the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code or otherwise pursuant to the Solicitation Procedures Order. All procedures used to tabulate the Ballots, and to record the elections of holders of Unsecured 2043 Notes Claims in Class 3 in the Optional Election Form or, in the case

of a General Unsecured Claim in Class 3 other than a Unsecured 2043 Notes Claim, in the Class 3 Ballots, were fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Solicitation Procedures Order. All other Claims against, and Interests in, the Debtors are presumed to accept the Plan, deemed to reject the Plan, or unclassified under the Plan.

T. **Opportunity to Object.** In compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and the Solicitation Procedures Order, a fair and reasonable opportunity to object or be heard with respect to the Plan has been afforded to all interested Persons and Entities.

U. **No Action.** Pursuant to the appropriate provisions of the internal laws of the State of Delaware, other applicable non-bankruptcy law, and section 1142(b) of the Bankruptcy Code, no action of the respective officers, directors, managers, members, or stockholders of the Debtors or Liquidating Trustee, as applicable, shall be required to authorize the Debtors, the Liquidating Debtors, or Liquidating Trustee to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, the winding up and dissolution of the Liquidating Debtors, or the documents set forth in the Plan Supplement, except as expressly required pursuant to the Plan.

V. **No Governmental Approvals Required.** Except as otherwise expressly provided in the Plan or this Confirmation Order, this Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

W. **Best Interests.** The Liquidation Analysis provided in the Disclosure Statement and the other evidence presented, proffered, or adduced at the Confirmation Hearing (i) are persuasive and credible; (ii) have not been controverted by other evidence; and (iii) establish that each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

X. **Executory Contracts and Unexpired Leases**

i. **Cure and Assumption Notices and Opportunity to Object.** On June 5, 2025, the Debtors served the *Notice of Proposed Assumption and Assignment and Cure Costs Relating to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 1123] (the “**Assumption and Assignment Notice**”), which included a schedule listing certain executory contracts that may potentially be assumed by the Debtors and assigned to the Avon Liquidation Trust and identifying the Cure Amount, if any, that the Debtors believed must be paid to cure any monetary defaults and pay all amounts accrued under such contracts and leases (such schedule, as may be amended, supplemented, or otherwise modified, the “**Schedule of Assumed and Assigned Contracts**”). The Assumption and Assignment Notice was served on each non-Debtor counterparty (each, a “**Counterparty**” and collectively, the “**Counterparties**”) to the executory contracts and unexpired leases identified on the Schedule of Assumed and Assigned Contracts (the “**Assumed and Assigned Contracts**”), as applicable. The service of the Assumption and Assignment Notice, including the Schedule of Assumed and Assigned Contracts, was timely, good, sufficient and appropriate under the circumstances and no further notice need be given. All Counterparties to the Assumed and Assigned Contracts have had a reasonable opportunity to object

both to the Cure Amount listed on the Assumption and Assignment Notice and to the assumption and assignment of the Assumed and Assigned Contracts.

ii. **Cure/Adequate Assurance.** The Debtors have cured or demonstrated the ability to cure any default with respect to any act or omission that occurred prior to the Effective Date under any of the Assumed and Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code. Unless otherwise agreed to by the Debtors or the Liquidating Trustee, as applicable, and the applicable Counterparty, the Cure Amounts set forth in the Schedule of Assumed and Assigned Contracts are deemed the amounts necessary to “cure” within the meaning of section 365(b)(1) of the Bankruptcy Code all “defaults” within the meaning of section 365(b) of the Bankruptcy Code under such executory contracts or unexpired leases. Accordingly, all of the requirements of sections 1123(b)(2) and 365(b) of the Bankruptcy Code have been satisfied for the assumption by the Debtors of each of the Assumed and Assigned Contracts.

Y. **Unenforceability of Anti-Assignment Provisions.** Anti-assignment provisions in any Assumed and Assigned Contract, any other third party consent, or of the type described in sections 365(b)(2), (e)(1), and (f) of the Bankruptcy Code, shall not restrict, limit, or prohibit the assumption, assignment, or sale of the Assumed and Assigned Contracts and are unenforceable anti-assignment provisions within the meaning of section 365(f) of the Bankruptcy Code.

Z. **Final Order.** This Confirmation Order is intended to be a final order within the meaning of 28 U.S.C. § 158(a).

FURTHER, IT IS HEREBY ORDERED THAT:

1. All requirements for the Confirmation of the Plan have been satisfied. Accordingly, the Plan is confirmed in its entirety as set forth herein.

2. The findings of fact and conclusions of law set forth above, as well as any additional findings of fact and conclusions of law announced by the Bankruptcy Court at the Confirmation Hearing, are hereby incorporated into this Confirmation Order.

3. The documents contained in the Plan Supplement are approved in their entirety. The Debtors are authorized to take all actions required under the Plan and the Plan Supplement documents to effectuate and/or implement the Plan. The Debtors are authorized to amend, modify, or supplement the Plan and the Plan Supplement documents following entry of this Confirmation Order in a manner consistent with this Confirmation Order and the Plan, and as provided for by section 1127 of the Bankruptcy Code.

4. The terms of the Plan, the documents contained in the Plan Supplement, and all exhibits and other relevant and necessary documents related thereto or contemplated thereby shall be effective and binding as of the Effective Date subject to the terms of this Confirmation Order and applicable law.

5. **Objections.** All interested Persons and Entities have had a fair opportunity to litigate all claims that are raised by, or could have been raised by, the objections, and the objections have been fully and fairly litigated. To the extent any objections (including any statements, responses, or reservation of rights contained therein) to confirmation of the Plan or other responses or reservations of rights with respect thereto have not been withdrawn, waived, or settled, or not otherwise resolved pursuant to the terms hereof, such objections and responses are denied and overruled on the merits with prejudice.

6. **Implementation and Effectiveness of the Plan.** Upon the Effective Date, by virtue of the satisfaction of all conditions precedent in Section 9.1 of the Plan, or waiver thereof pursuant to Section 9.2 of the Plan, all actions contemplated by the Plan (including any action to

be undertaken by the Avon Liquidation Trust and/or the Liquidating Trustee) shall be deemed authorized, approved, and, to the extent taken on or prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person, including but not limited to (i) the appointment of the Liquidating Trustee and the establishment of the Avon Liquidation Trust, (ii) the assignment and vesting of the ALT Assets in the Avon Liquidation Trust, (iii) the assumption of such liabilities and obligations identified in Section 5.4(vi) of the Plan by the Avon Liquidation Trust, (iv) the issuance and vesting of the New Parent Interest in the Avon Liquidation Trust, (v) the execution of the Trust Transfer Agreement(s), (vi) the allocation of Effective Date Available Cash and Post-Effective Date Available Cash for payment of Distributions in accordance with the terms of the Plan, (vii) the taking of all necessary or appropriate actions by the Debtors, the Liquidating Debtors, the Liquidating Trustee, or the Disbursing Agent, as applicable, to effectuate the Trust Formation Transactions and the Plan, and (viii) such other transactions that are necessary or appropriate to implement the Plan in a tax-efficient manner. All matters provided for in the Plan are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without any requirement of further action by the Debtors or the Estates.

7. **Appointment of Liquidating Trustee.** Hon. Melanie L. Cyganowski (Ret.) is hereby appointed as the initial Liquidating Trustee effective as of the Effective Date, subject to the terms set forth in the applicable ALT Documents.

8. **Establishment of Avon Liquidation Trust.** This Confirmation Order authorizes (i) the creation and implementation of the Avon Liquidation Trust in accordance with the terms of this Confirmation Order, the Plan, and the ALT Trust Agreement, and (ii) the appointment of the Liquidating Trustee and the ALT Trust Advisory Committee for the Avon Liquidation Trust to

accomplish the purposes of the Avon Liquidation Trust, as set forth in and subject to the ALT Trust Agreement and the Plan, notwithstanding any otherwise applicable non-bankruptcy law. The Avon Liquidation Trust shall be established on the Effective Date upon the execution of the ALT Trust Agreement by the parties thereto.

9. **Role of the Liquidating Trustee.** In accordance with the ALT Documents, and in furtherance of and consistent with the purposes of the Avon Liquidation Trust and the Plan, the Liquidating Trustee shall have the power and authority to act as trustee of the Avon Liquidation Trust and, subject to the consent and consultation rights of the ALT Trust Advisory Committee specified in the ALT Documents, perform the Authorized Acts through the earlier of the ALT Termination Date and the date such Liquidating Trustee resigns, is terminated, or is otherwise unable to serve for any reason, as determined by the Liquidating Trustee.

10. **Securities Registration Exemption.** The issuance of the New Parent Interest to the Avon Liquidation Trust pursuant to the Plan shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

11. Any right to receive a Distribution from the Avon Liquidation Trust will not, and is not intended to, constitute “securities” and, accordingly, will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such right to receive such Distributions constitute “securities,” the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of such right will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations. Any

such right to receive such Distributions (and the underlying Claim giving rise thereto) shall not: (i) be voluntarily or involuntarily, directly or indirectly, assigned, conveyed, hypothecated, pledged, or otherwise transferred or traded; (ii) be evidenced by a certificate or other instrument; and (iii) possess any voting rights with respect to the Avon Liquidation Trust or otherwise.

12. **Exemption from Certain Transfer Taxes and Recording Fees.** To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfer from a Debtor or a Liquidating Debtor to any Entity (including the Avon Liquidation Trust) pursuant to, in contemplation of, or in connection with the Plan or pursuant to the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments, or assignments executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the Avon Liquidation Trust) shall not be subject to any United States federal, state, or local document recording tax, stamp tax, conveyance fee, intangibles or similar tax, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

13. **Cancellation of Notes, Interests, Instruments, Certificates, and Other Documents.** Except as otherwise provided herein and in the Plan, on and after the Effective Date, all Interests and all notes, instruments, certificates, agreements, indentures, mortgages, security documents, and other documents evidencing Claims against or Interests in the Debtors or

obligations of the Debtors thereunder or in any way related to the foregoing, including the Natura Secured Credit Documents, the Natura Unsecured Promissory Note, and the Unsecured 2043 Notes Documents, shall be deemed cancelled and of no further force and effect without any need for further action or approval of the Bankruptcy Court, *provided, however*, that the Unsecured 2043 Notes Documents shall continue solely to (i) preserve the Bond Trustee's rights thereunder (including, without limitation, its rights to assert, pursue, and be paid with respect to any lien, expense reimbursement, indemnification or similar amounts) and (ii) permit the Unsecured 2043 Noteholders to receive their Distributions. Upon the Effective Date, the obligations of the Bond Trustee under the Unsecured 2043 Notes Documents shall be discharged and its duties thereunder shall be deemed fully satisfied, except to the extent necessary to facilitate the Distributions provided in the Plan to holders of Unsecured 2043 Notes that are not Electing General Unsecured Claims.

14. **Setoffs and Recoupments.** Subject to Section 2.2 and Sections 10.4 through 10.8 of the Plan, the Liquidating Trustee may, but shall not be required to, setoff against, or recoup from, any Claim and from any payments to be made pursuant to the Plan with respect to such Claim or any claims of any nature whatsoever (to the extent permitted by applicable law) that the Debtors or the Liquidating Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder or in the Plan shall constitute a waiver or release by the Debtors, the Liquidating Debtors, or the Liquidating Trustee of any such Claim the Debtors, the Liquidating Debtors, or the Liquidating Trustee may have against such claimant.

15. **Claims Resolution Procedures Approved.** The procedures for resolving Disputed Claims set forth in Article VII of the Plan are hereby approved.

16. **ALT Operating Reserve.** On the Effective Date or as soon as practicable thereafter, the Debtors or the Liquidating Debtors, as applicable, shall transfer Effective Date Available Cash in the ALT Operating Reserve Amount and any remaining Effective Date Available Cash following the allocations set forth in the first sentence of Section 5.10(i) of the Plan, in each case to an account of the Avon Liquidation Trust to fund the ALT Operating Reserve. The Liquidating Trustee shall, in the name of the Avon Liquidation Trust, establish a separate account for the ALT Operating Reserve. Periodically, until the ALT Termination Date, the Liquidating Trustee will replenish the ALT Operating Reserve pursuant to Section 5.10 of the Plan to the extent deemed necessary by the Liquidating Trustee to satisfy and pay estimated future ALT Operating Expenses.

17. **Retained Causes of Action and Reservation of Rights.** The Avon Liquidation Trust shall have the right to prosecute any and all Retained Causes of Action. Pursuant to section 1123(b) of the Bankruptcy Code, except as provided in Sections 10.4 through 10.7 of the Plan, nothing contained in this Confirmation Order or the Plan shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including any actions specifically enumerated in the Schedule of Retained Causes of Action filed as part of the Plan Supplement. Subject to Sections 10.4 through 10.7 of the Plan, all such Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses shall be transferred to the Avon Liquidation Trust which shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced,

and all of the Debtors' and the Liquidating Debtors' legal and equitable rights with respect to any Claim or Interest may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

18. **Distributions.** The Debtors, the Liquidating Debtors, the Avon Liquidation Trust and the Disbursing Agent, as and to the extent applicable, are authorized and directed to make all distributions under the Plan pursuant to Article VI of the Plan and the ALT Documents and to pay, as applicable, any fees, expenses, or other amounts approved by this Confirmation Order, or any other order of the Bankruptcy Court.

19. **Insurance Rights Transfer.** This Confirmation Order confirms that the Insurance Rights Transfer, as provided by Section 5.4(iv) of the Plan, is authorized, valid, and enforceable under sections 541(c)(1)(a), 1123(a)(5)(B), and 1129(a)(1) of the Bankruptcy Code, notwithstanding any terms of any policies or provisions of non-bankruptcy law that prohibit the delegation, assignment, or other transfer of Insurance Rights, and that the Bankruptcy Code preempts any anti-assignment contractual provisions and applicable state law. The Insurance Rights transferred pursuant to the Plan remain subject to the terms and conditions of the applicable Insurance Policies, including any coverage defense available under applicable law.

20. **Executory Contracts and Unexpired Leases.** Pursuant to Section 8.1 of the Plan, as of and subject to the occurrence of the Effective Date, except as otherwise provided in the Plan, each executory contract and unexpired lease of the Debtors not previously assumed, rejected, or assumed and assigned by the Debtors during the Chapter 11 Cases, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such executory contract or unexpired lease (i) is listed on the Schedule of Assumed and Assigned Contracts or (ii) as of the

Effective Date is subject to a pending motion to assume, reject, or assume and assign such executory contract or unexpired lease.

21. To the extent a Cure Dispute is timely asserted in an objection filed in accordance with Section 8.2(ii) of the Plan, such Cure Dispute shall be scheduled for a hearing by the Bankruptcy Court. Following resolution of a Cure Dispute by Final Order of the Bankruptcy Court, the applicable contract or lease shall be deemed assumed as of the Effective Date; *provided, however,* that if any Claim subject to a Cure Dispute is Allowed in an amount greater than the Cure Amount for such Claim listed on the Schedule of Assumed and Assigned Contracts, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, reserves the right to reject such executory contract or unexpired lease for a period of seven (7) Business Days following entry of a Final Order of the Bankruptcy Court resolving the applicable Cure Dispute by filing a notice indicating such rejection with the Bankruptcy Court.

22. Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of this Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assignments and assignments provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to the Plan are effective as of the Effective Date. Each executory contract and unexpired lease assumed pursuant to the Plan or by order of the Bankruptcy Court shall be assigned to the Avon Liquidation Trust on the date such trust is established or as soon as reasonably practicable thereafter, and shall vest in, and be fully enforceable by, the Avon Liquidation Trust in accordance

with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

23. **Rejection Damages Claims.** Pursuant to Section 8.4 of the Plan, if the rejection of an executory contract or unexpired lease by any of the Debtors results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) calendar days after the later of (i) the Effective Date and (ii) the effective date of the rejection of such executory contract or unexpired lease. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims.

24. **Administrative Expense Claims Bar Date.** Except as otherwise provided in Section 2.1 of the Plan, the applicable deadline for filing requests for payment of Administrative Expense Claims (other than Professional Fee Claims and Statutory Fees) shall be the date that is sixty (60) calendar days after the Effective Date (the “**Administrative Expense Claims Bar Date**”). Holders of Administrative Expense Claims that are required to, but do not, file and serve requests for the payment of such Administrative Expense Claims by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors or their Assets.

25. **Professional Fee Claims.** Pursuant to Section 2.4 of the Plan, all Professional Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, 363, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall (i) file, on or before the date that is forty-five (45) days after the Effective Date, or as soon

as reasonably practicable thereafter, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (ii) be paid in full, in Cash, from the Professional Fee Escrow Account, in such aggregate amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim, (a) upon the later of the Effective Date and the date upon which the order relating to any such Allowed Professional Fee Claim is entered or (b) upon such other terms and conditions as may be mutually agreed upon between the holder of such an Allowed Professional Fee Claim and the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable.

26. On or prior to the Effective Date, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, shall establish the Professional Fee Escrow Account and, on the Effective Date, fund the Professional Fee Escrow Account with Cash in an amount equal to the sum of each Professional Person's reasonable and good faith estimates of its Professional Fee Claims. No later than ten (10) calendar days prior to the Effective Date, holders of Professional Fee Claims shall provide a reasonable and good faith estimate of unpaid Professional Fee Claims incurred in rendering services before the Effective Date to the Debtors. If a holder of a Professional Fee Claim does not provide such an estimate, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, may estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Professional Fee Claim. No Claims, Interests, Liens, other encumbrances, or liabilities of any kind shall encumber the Professional Fee Escrow Account in any way.

27. **Conditions Precedent to the Effective Date and Waiver.** Notwithstanding anything to the contrary herein or in the Plan, the Plan shall not become effective unless and until

all conditions set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the Plan. Each of the conditions precedent to confirmation of the Plan and the occurrence of the Effective Date may be waived in writing by the Debtors with the consent of the Creditors' Committee (and, with respect to Section 9.1(xii) of the Plan, the Bond Trustee) (in each case not to be unreasonably withheld), without leave of or order of the Bankruptcy Court. If any such condition precedent is waived pursuant to Section 9.2 of the Plan and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied.

28. **Release, Injunction and Exculpation Provisions.** As of the Effective Date, pursuant to Bankruptcy Rule 3020(c)(1), all release, injunction, and exculpation provisions embodied in the Plan, including those contained in Sections 10.2 (Pre-Confirmation Injunctions and Stays), 10.3 (Injunction Against Interference with Plan), 10.4 (Plan Injunction), 10.5 (Insurance Entity Injunction), 10.6 (Releases), 10.7 (Exculpation) and 10.8 (Injunction Related to Releases and Exculpation) are hereby approved and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by the Bankruptcy Court.

29. **Dissolution of the Creditors' Committee.** In accordance with Section 12.15 of the Plan, on the Effective Date, the Creditors' Committee will dissolve; *provided, however*, that following the Effective Date, the Creditors' Committee may, at its option and without taking any action or seeking or receiving any approval, continue to serve and function after the Effective Date for the purposes of participating in any: (i) appeal of any order entered in the Chapter 11 Cases, including this Confirmation Order; (ii) applications for compensation or expense reimbursements

of Professional Persons and any hearing thereon; and/or (iii) adversary proceeding pending on the Effective Date to which the Creditors' Committee was a participant. Effective as of the dissolution of the Creditors' Committee, the ALT Trust Advisory Committee shall succeed to, and exclusively hold, the attorney-client privilege and any other privilege held by the Creditors' Committee and shall enjoy the work product protections that were applicable or available to the Creditors' Committee before its dissolution.

30. **Retention of Jurisdiction.** Notwithstanding entry of this Confirmation Order and the occurrence of the Effective Date, except as set forth in this Confirmation Order, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including, among other things, jurisdiction over the matters set forth in Section 11 of the Plan. The Bankruptcy Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Confirmation Order, all amendments thereto, and any waivers and consents thereunder.

31. **Reversal/Stay/Modification/Vacatur of Order.** Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of the Bankruptcy Court, or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, assignment, transfer, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors, the Liquidating Debtors, the Avon Liquidation Trust, the Liquidating Trustee, or any other party authorized or required to take action to implement the Plan, as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any

such act, transfer, or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, the ALT Documents, or any amendments or modifications to the foregoing.

32. **Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent.** The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

33. **Binding Effect.** Subject to the occurrence of the Effective Date, on and after the entry of this Confirmation Order, the provisions of the Plan, the Plan Documents, or any exhibit or document related thereto, and the Confirmation Order shall bind every interested Person or Entity, to the fullest extent permitted under applicable law, including every holder of a Claim against or Interest in any Debtor, and inure to the benefit of and be binding on such holders' respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

34. **Applicable Non-Bankruptcy Law.** Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, the ALT Documents, and any other related documents or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law; *provided, however,* that the rights and obligations of any Non-Settling Insurance Company relating to or arising out of the Plan Documents, including the Plan, the Confirmation Order, or any provision thereof, and the rights and obligations under any Insurance Policies issued by Non-Settling Insurance Companies, shall be determined under applicable law.

35. **Notice of Entry of Confirmation Order and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Avon Liquidation Trust or the Liquidating Debtors shall file and serve a notice of the entry of this Confirmation Order and occurrence of the Effective Date, substantially in the form annexed hereto as **Exhibit B**, on all parties who hold a Claim or Interest in these Chapter 11 Cases, the U.S. Trustee, and any other parties listed in the creditor matrix maintained by Epiq (the “**Notice of Effective Date**”). The Avon Liquidation Trust or the Liquidating Debtors may cause a summary version of the Notice of Effective Date to be published in the national editions of the *Wall Street Journal* and *USA Today*, and any other publications the Liquidating Trustee deems appropriate, within ten (10) Business Days after the Effective Date (or as soon as reasonably practicable thereafter). Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of the contents thereof, entry of this Confirmation Order, the occurrence of the Effective Date and the Administrative Expense Claims Bar Date.

36. **No Waiver.** Any failure of this Confirmation Order to specifically include or refer to any particular article, section, or provision of the Plan, the documents contained in the Plan Supplement, or any exhibit or document related thereto, or contemplated thereby, does not, and shall not be, deemed to diminish or impair the effectiveness or enforceability of such article, section, or provision nor constitute a waiver thereof; it being the intention of the Bankruptcy Court that all such documents are approved in their entirety. Nothing in this Confirmation Order shall constitute or be deemed to be a waiver, modification, or suspension of section 525 of the Bankruptcy Code or any party’s rights thereunder.

37. **No Stay of Confirmation Order.** Notwithstanding Bankruptcy Rules 3020(e), 6004(h), and 7062 and any other Bankruptcy Rule to the contrary, to the extent applicable, there

is no reason for delay in the implementation of this Confirmation Order and, thus, this Confirmation Order shall be effective and enforceable immediately upon entry.

38. **Miscellaneous.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept for filing and/or recording any and all documents and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

39. **No Successor Liability.** Except as otherwise expressly provided in the Plan and this Confirmation Order, the Avon Liquidation Trust: (i) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors on or prior to the Effective Date; (ii) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

40. **Natura Settlement.** Nothing herein or in the Plan, including the injunction, releases, or exculpation provided therein, shall, or shall be deemed to, expand or otherwise affect the releases granted to Natura or its non-Debtor affiliates pursuant to the Natura Settlement Order and the Natura Settlement Agreement. For the avoidance of doubt, neither Natura nor its non-Debtor affiliates shall be a “Released Party” under the Plan.

41. **The Stock and Asset Purchase Agreement and Transition Services.** Nothing herein or in the Plan, including the injunction, releases, or exculpation provided therein, shall, or shall be deemed to, expand or otherwise affect the rights or obligations under the Sale Order and

the Stock and Asset Purchase Agreement³, which remain in full force and effect and remain binding and enforceable in all respects with respect to the Liquidating Debtors, Natura, and the Liquidating Trustee. Pursuant to, and in accordance with, the Sale Order and the Stock and Asset Purchase Agreement (and any ancillary Transaction documents executed in connection thereto, including, without limitation, the Transition Services Agreement), the Liquidating Debtors, Natura, and the Liquidating Trustee, as applicable, shall promptly execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquaintances and other documents or instruments, and shall take such reasonable actions as may be necessary or appropriate, to make effective the Transactions as may be reasonably requested by any other Party (including, without limiting the generality of the foregoing), (i) transferring to Seller or its designee(s) (and having Seller or such designee(s) assume) each Excluded Asset and any asset or Liability not contemplated by the Stock and Asset Purchase Agreement to be a Transferred Asset or an Assumed Liability, respectively, which asset or Liability was transferred to Buyer at the Closing or is otherwise held by Buyer or any of its Subsidiaries after the Closing and (ii) transferring to Buyer or its designee (and having Buyer or such designee(s) assume) any asset or Liability contemplated by the Stock and Asset Purchase Agreement to be a Transferred Asset or an Assumed Liability, respectively, which was not transferred to Buyer at the Closing); *provided, however*, that except for Buyer's obligations to discharge an Assumed Liability and as otherwise provided pursuant to Section 2.03 of the Stock and Asset Purchase Agreement, nothing in this Confirmation Order shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or

³ Capitalized terms used but not defined in this Paragraph shall have the meanings ascribed to such terms in the Stock and Asset Purchase Agreement.

otherwise) to, any third party following the Closing, such terms as defined under the Stock and Asset Purchase Agreement.

42. **PBGC Release Carve-Out.** Nothing in these Chapter 11 Cases, the Disclosure Statement, the Plan, this Confirmation Order, or any other document filed in these Chapter 11 Cases shall be construed to discharge, release, limit, or relieve any individual from any claim by the Pension Benefit Guaranty Corporation (“**PBGC**”) or the Avon Products Inc. Personal Retirement Account Plan (“**Pension Plan**”) for breach of any fiduciary duty under ERISA⁴, including prohibited transactions, with respect to the Pension Plan, subject to any and all applicable rights and defenses of such parties, which are expressly preserved. The PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such fiduciary duty or related liability by any of the provisions of the Disclosure Statement, Plan, Confirmation Order, Bankruptcy Code, or other document filed in these Chapter 11 Cases. For the avoidance of doubt, the Liquidating Debtors shall not be released from any liability or obligation under ERISA, the Internal Revenue Code, and any other applicable law relating to the Pension Plan. For the avoidance of doubt, the foregoing paragraph shall not diminish the scope of any exculpation to which any party is entitled under section 1125(e) of the Bankruptcy Code or other applicable law.



Dated: September 24th, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

⁴ “**ERISA**” means the Employee Retirement Income Security Act of 1974, *as amended*, 29 U.S.C. §§ 1301-1461 (2018 & Supp. IV 2023), and the regulations promulgated thereunder.

Exhibit A

Plan

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

In re	x	
	:	Chapter 11
	:	
AIO US, INC., <i>et al.</i> ,	:	Case No. 24-11836 (CTG)
	:	
Debtors. ¹	:	(Jointly Administered)
	x	

**FOURTH AMENDED JOINT CHAPTER 11 PLAN OF
LIQUIDATION OF AIO US, INC. AND ITS DEBTOR AFFILIATES**

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Dated: September 24, 2025
Wilmington, Delaware

¹ A complete list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number is available at <https://dm.epiq11.com/case/aiousinc/info>. The Debtors' mailing and service address is 4 International Drive, Suite 110, Rye Brook, New York 10573.

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Each of the Debtors proposes the following fourth amended joint chapter 11 plan of liquidation pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein have the meanings set forth in Section 1.1 below.

ARTICLE I DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms have the respective meanings specified below:

ACC means Avon Capital Corporation.

Administrative Expense Claim means any Claim for costs and expenses of administration of the Chapter 11 Cases pursuant to sections 327, 328, 330, 365, 503(b), 507(a)(2), or 507(b) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors' businesses, (ii) Professional Fee Claims, (iii) all Statutory Fees, (iv) all Allowed Claims that are to be treated as Administrative Expense Claims pursuant to a Final Order of the Bankruptcy Court under section 546(c)(2) of the Bankruptcy Code, and (v) any Cure Claims.

Administrative Expense Claims Bar Date means the applicable deadline for filing requests for payment of Administrative Expense Claims (other than Professional Fee Claims and Statutory Fees) and shall be the date that is sixty (60) calendar days after the Effective Date.

Affiliate has the meaning set forth in section 101(2) of the Bankruptcy Code.

AIO means AIO US, Inc.

Allowed means, with respect to any Claim against or Interest in a Debtor, any Claim or Interest (i) the amount of which has been agreed by, as applicable, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, (ii) that has been determined by Final Order of a court of competent jurisdiction, which may include the Bankruptcy Court, (iii) that is compromised, settled, or otherwise resolved after the Effective Date pursuant to the authority of the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, (iv) that is listed in the Schedules as liquidated, non-contingent, and undisputed, (v) arising on or before the Effective Date as to which no objection to allowance has been interposed within the time period set forth in the Plan, or (vi) that is expressly allowed hereunder.

ALT Assets means, collectively, all Assets of the Debtors and/or the Liquidating Debtors as of the Effective Date. For the avoidance of doubt, ALT Assets shall exclude: (i) any Interests held by any Liquidating Debtor in any other Liquidating Debtor and (ii) any Assets transferred, or required to be transferred (whether or not subject to any contingencies that remain to be satisfied), to the Buyer pursuant to the Sale Order and the Stock and Asset Purchase Agreement; *provided, however*, that if the Debtors' obligations under the Stock and Asset Purchase Agreement to transfer any such Assets cease following the Effective Date, such Asset shall automatically without further action by any party become ALT Assets.

ALT Documents means the ALT Trust Agreement, the Trust Distribution Procedures, and the Trust Transfer Agreement(s). The ALT Documents shall be substantially in the form set forth as exhibits hereto or in the Plan Supplement, as they may be amended or modified from time to time in accordance with their terms and the Plan.

ALT Operating Expenses means any and all costs, expenses, fees, taxes, disbursements, debts, or obligations incurred from the operation and administration of the Avon Liquidation Trust, including in connection with the (i) reconciliation and administration of all Claims not otherwise deemed expunged, released, and/or extinguished as of the Effective Date, (ii) wind-down of the Liquidating Debtors and distribution of the ALT Assets, (iii) prosecution of the Retained Causes of Action, (iv) recovery of Insurance Proceeds, and (v) costs and fees of the Liquidating Trustee, the ALT Trust Advisory Committee, and/or any other professionals retained by the Avon Liquidation Trust, as applicable.

ALT Operating Reserve means the segregated account established to pay ALT Operating Expenses and any Unsecured 2043 Notes Fees and Expenses payable from the ALT Operating Reserve in accordance with Section 12.16(ii) of this Plan, which shall be initially funded with (i) Effective Date Available Cash in an amount equal to the ALT Operating Reserve Amount pursuant to Section 5.4(v) of this Plan and (ii) any remaining Effective Date Available Cash following the allocations set forth in the first sentence of Section 5.10(i) of this Plan and, thereafter, replenished by the Liquidating Trustee in accordance with Section 5.10(ii) of this Plan.

ALT Operating Reserve Amount means Cash in the amount of \$15,000,000; *provided, however*, if there is insufficient Effective Date Available Cash to fund any Cash into the GUC Recovery Fund, then the ALT Operating Reserve Amount shall mean all Effective Date Available Cash after the funding of the Professional Fee Escrow Account and the Priority Reserve and the payment of the Unsecured 2043 Notes Fees and Expenses required to be paid pursuant to Section 5.10(i)(a) of this Plan.

ALT Termination Date means the date on which the Avon Liquidation Trust is terminated, as determined pursuant to the terms of the ALT Trust Agreement and in compliance with Treasury Regulation Section 301.7701-4(d) and Revenue Procedure 94-45, 1994-2 C.B. 684, upon the satisfaction of the purposes for which the Avon Liquidation Trust was established.

ALT Trust Advisory Committee means the committee for the Avon Liquidation Trust to be appointed in accordance with Section 5.4(viii) of this Plan.

ALT Trust Agreement means the trust agreement establishing the Avon Liquidation Trust and delineating the terms and conditions for the management of the Avon Liquidation Trust, as it may be amended from time to time. The ALT Trust Agreement shall be filed with the Plan Supplement.

API means Avon Products, Inc.

Asset means all of the rights, title, and interests of a Debtor or a Liquidating Debtor, as applicable, in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible property, including, for the avoidance of doubt, all Retained Causes of Action whether or not on the Schedule of Retained Causes of Action.

Assumed and Assigned Contracts means, collectively, all executory contracts or unexpired leases to be assumed by the Debtors under this Plan pursuant to sections 365(a) and 365(f) of the Bankruptcy Code and assigned to the Avon Liquidation Trust under the Trust Transfer Agreement and this Plan. The Assumed and Assigned Contracts will be identified along with any Cure Amount on the Schedule of Assumed and Assigned Contracts to be filed as part of the Plan Supplement.

Authorized Acts means those actions in accordance with Treasury Regulation Section 301.7701-4(d) that the Liquidating Trustee (on behalf of the Avon Liquidation Trust or the Liquidating Debtors) is authorized to perform in accordance with the ALT Documents, including: (i) wind down, dissolve, and liquidate the Liquidating Debtors, their Estates, and the ALT Assets; (ii) prosecute and liquidate Retained Causes of Action; (iii) administer, process, settle, resolve, liquidate, satisfy, and pay (from the designated funds therefor), as applicable, Claims against the Debtors; (iv) maintain, administer, and make Distributions from the Professional Fee Escrow Account to satisfy Allowed Professional Fee Claims; (v) maintain, administer, and make Distributions from the Priority Reserve to satisfy Allowed (a) Administrative Expense Claims (excluding Professional Fee Claims), (b) Secured Claims, and (c) Priority Claims; (vi) maintain, administer, and make Distributions from (a) the GUC Recovery Fund to holders of Allowed Non-Electing General Unsecured Claims, (b) the Special Electing GUC Recovery Fund to holders of Allowed Electing General Unsecured Claims, and (c) the TC Recovery Fund to holders of Allowed Talc Claims, in each case as set forth in this Plan and the applicable ALT Documents; (vii) pay Unsecured 2043 Notes Fees and Expenses in accordance with Section 12.16(ii) of this Plan; (viii) maintain, administer, and make distributions from the ALT Operating Reserve to satisfy ALT Operating Expenses; (ix) administer the closing of the Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules; (x)(a) to the extent permitted under the Sale Order or the Stock and Asset Purchase Agreement, access and retain the Debtors' and the Liquidating Debtors' documents, books, and records and (b) considering all factors, make determinations with regard to the use of such documents, books, and records; *provided, however*, that any such use will be in a manner that reasonably protects against disclosure of personally identifiable information and that complies with all applicable laws, and, in the absence of modification, any confidentiality agreements, protective orders, or other similar obligations regarding the use of the Debtors' and the Liquidating Debtors' documents, books, and records; and (xi) carry out the purposes and obligations of the Avon Liquidation Trust as set forth in the ALT Documents.

Available Cash Allocation Percentage(s) means, individually or collectively, the (i) aggregate amount of Allowed Electing General Unsecured Claims or Allowed Talc Claims, as applicable, divided by (ii) the sum of (a) the aggregate amount of Allowed Electing General Unsecured Claims and (b) the aggregate amount of Allowed Talc Claims (or the best estimates of the aggregate amounts of Allowed Electing General Unsecured Claims and/or Allowed Talc Claims, in each case, by the Liquidating Trustee at the time such calculation is being made).

Avon Liquidation Trust means the trust established to, among other things (i) hold and make Distributions from the Professional Fee Escrow Account, the Priority Reserve, the GUC Recovery Fund, the Special Electing GUC Recovery Fund, and the TC Recovery Fund, and pay ALT Operating Expenses from the ALT Operating Reserve and Unsecured 2043 Notes Fees and Expenses in accordance with Section 12.16(ii) of this Plan, (ii) liquidate the ALT Assets, including

the Retained Causes of Action, (iii) recover Insurance Proceeds, and (iv) administer Claims, including through allowance and disallowance of such Claims and making Distributions on account thereof, but solely in accordance with this Plan and the applicable ALT Documents.

Bankruptcy Code means title 11 of the United States Code, as applicable to the Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent any reference made under section 157 of title 28 of the United States Code is withdrawn or the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the District Court.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

Bar Date Order means the order of the Bankruptcy Court, dated November 21, 2024 [Docket No. 482], establishing deadlines by which proofs of Claim must be filed with respect to certain Claims.

Board of Directors means the board of directors of the Debtors.

Bond Trustee means Deutsche Bank Trust Company Americas, solely in its capacity as trustee and each other capacity for which it serves under or in connection with the Unsecured 2043 Notes Documents (as applicable), provided that if the context requires only certain of the foregoing capacities, then only in such capacity(ies), as applicable.

Business Day means any day other than a Saturday, a Sunday, or any other day on which banking institutions in Wilmington, Delaware are authorized or required by law or executive order to close.

Buyer means Natura & Co UK Holdings Limited, as the buyer under the Stock and Asset Purchase Agreement approved by the Bankruptcy Court pursuant to the Sale Order.

Cash means legal tender of the United States of America.

Cause of Action means any action, class action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, Lien, indemnity, contribution, reimbursement, guaranty, suit, obligation, liability, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license, and franchise of any kind or character whatsoever, known or unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foreseen or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, assertable directly or derivatively (including under alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, "Cause of Action" shall include: (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breaches of duties imposed by law or in equity; (ii) the right to object to Claims or Interests;

(iii) any claim or cause of action pursuant to section 362 of the Bankruptcy Code or chapter 5 of the Bankruptcy Code; (iv) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (v) any claims under any state or foreign law, including any fraudulent transfer or similar claims.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code, and styled *In re AIO US, Inc., et al.*, Ch. 11 Case No. 24-11836 (CTG).

Claim means a "claim," as defined in section 101(5) of the Bankruptcy Code.

Class means any group of Claims or Interests classified under this Plan pursuant to section 1122(a) of the Bankruptcy Code.

Company means the Debtors and their non-Debtor subsidiaries.

Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

Confirmation Hearing means the hearing held by the Bankruptcy Court on July 21, 2025 and July 23, 2025 to consider confirmation of the Plan.

Confirmation Order means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

Creditors' Committee means the statutory committee of unsecured creditors appointed by the U.S. Trustee on August 27, 2024 and reconstituted on February 4, 2025, pursuant to section 1102(a)(1) of the Bankruptcy Code.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors and (ii) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Claim means a Claim for cure in connection with the assumption or assumption and assignment of an executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means an unresolved objection regarding assumption, Cure Amount, "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or other issues related to assumption of an executory contract or unexpired lease.

Debtor means each of the Initial Debtors and the Subsidiary Debtors.

DIP Documents means, collectively, (i) that certain *Superpriority Senior Secured Debtor-in-Possession Credit and Guaranty Agreement*, dated as of August 12, 2024, by and among

API, the other borrowers party hereto from time to time, and the DIP Lenders (as defined in the DIP Documents), as amended, supplemented, restated, or otherwise modified from time to time, as approved by the Bankruptcy Court pursuant to the DIP Orders, (ii) the DIP Orders, and (iii) all other agreements, documents, and instruments delivered or executed in connection therewith, in each case as amended, restated, modified, or supplemented from time to time.

DIP Orders means, collectively, the (i) *Interim Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, (C) Grant Liens and Provide Superpriority Administrative Expense Status, (D) Grant Adequate Protection, (E) Modify the Automatic Stay, and (F) Schedule a Final Hearing and (II) Granting Related Relief* [Docket No. 56] and the (ii) *Final Order Pursuant to 11 U.S.C. §§ 105(a), 345, 363, 364, 503, and 541 and Fed. R. Bankr. P. 6003 and 6004 (I) Authorizing Debtors to (A) Continue Existing Cash Management Systems, Bank Accounts, and Business Forms, (B) Implement Ordinary Course Changes to Cash Management System, and (C) Honor Certain Related Prepetition Obligations, (II) Authorizing Continuation of Intercompany Transactions and Granting Administrative Expense Status for Postpetition Intercompany Claims, (III) Waiving Certain Requirements with Respect to the Debtors' Accounts, and (IV) Granting Related Relief* [Docket No. 318].

Disallowed means, any Claim, or any portion thereof, that (i) has been disallowed under this Plan or by a Final Order, a settlement, or, with respect to Talc Claims, a final determination of the Liquidating Trustee in accordance with the Trust Distribution Procedures or (ii) is not Scheduled, is Scheduled at zero, or is Scheduled as contingent, disputed, or unliquidated and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court, including the Bar Date Order, or otherwise deemed timely filed under applicable law.

Disbursing Agent means the Liquidating Trustee acting in its capacity as a disbursing agent under Sections 6.5 and 6.6 hereof to make Distributions pursuant to the Plan.

Disclosure Statement means the disclosure statement for the Plan, as may be amended or supplemented from time to time, prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, and other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

Disputed means, with respect to a Claim, any Claim that is not yet Allowed or Disallowed.

Dissolution Date means the date upon which all of the Liquidating Debtors have been dissolved, which is to be no later than ninety (90) calendar days after completion of the acts required of the Debtors or the Liquidating Debtors by Article V of this Plan, or as soon as reasonably practicable thereafter.

Distribution means any payment or transfer of consideration to holders of Allowed Claims made under this Plan.

Distribution Record Date means the record date for purposes of making Distributions under the Plan on account of Allowed Claims, which date shall be the Effective Date; *provided, however*, that the Distribution Record Date shall not apply to holders of the Unsecured 2043 Notes.

District Court means the United States District Court for the District of Delaware.

DTC means The Depository Trust Company, a limited-purpose trust company organized under the New York State Banking Law.

DTC Election Process has the meaning set forth in Section 4.3(ii) of this Plan.

Effective Date means the date which is the first Business Day on which (i) all conditions precedent to the effectiveness of this Plan as set forth in Section 9.1 of this Plan have been satisfied or waived in accordance with the terms of this Plan and (ii) no stay of the Confirmation Order is in effect.

Effective Date Available Cash means Cash held by the Debtors or the Liquidating Debtors, as applicable, on the Effective Date.

Electing General Unsecured Claim means a General Unsecured Claim held by any holder that, pursuant to the GUC Election Procedures, elects to receive such holder's proportionate share of the Special Electing GUC Recovery Fund, in accordance with the Trust Distribution Procedures, as treatment for such Claim instead of a recovery from the GUC Recovery Fund.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Exculpated Parties means, collectively, solely in their capacities as such: (i) the Debtors; (ii) the Board of Directors and each of its members who served in such capacity on or after the Petition Date; (iii) the Debtors' officers who served in such capacity after the Petition Date; (iv) the Creditors' Committee and each of its members, solely in their capacities as such; (v) the Professional Persons and any ordinary course professional retained by the Debtors pursuant to an order of the Bankruptcy Court; and (vi) the Professional Persons retained by the Creditors' Committee pursuant to an order of the Bankruptcy Court.

Final Order means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court and is in full force and effect, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing shall have expired;

provided, however, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

General Unsecured Claim means any Claim against the Debtors, other than any Talc Claim, Subordinated Claim, or Intercompany Claim, which as of the Petition Date is neither secured by collateral nor entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court. For the avoidance of doubt, “General Unsecured Claim” (consisting of both Non-Electing General Unsecured Claims and Electing General Unsecured Claims) shall include, but is not limited to, Unsecured 2043 Notes Claims.

Governmental Unit means any governmental unit as defined in section 101(27) of the Bankruptcy Code.

GUC Administration Completion Date means the date on which each of the following has occurred: (i) all General Unsecured Claims have been finally Allowed or Disallowed and (ii) all Distributions in respect of Allowed Non-Electing General Unsecured Claims have been made pursuant to this Plan from the GUC Recovery Fund.

GUC Election Procedures means the procedures for a holder of a General Unsecured Claim to elect for its Claim to become an Electing General Unsecured Claim, which shall be, with respect to (i) a General Unsecured Claim other than Unsecured 2043 Notes Claim, an election on a timely received ballot and (ii) an Unsecured 2043 Notes Claim, the timely submission of a completed optional election form to the bank or broker holding its Unsecured 2043 Notes, in each case pursuant to the Solicitation Procedures Order.

GUC Recovery Fund means the fund established pursuant to this Plan to (i) make Distributions on account of Allowed Non-Electing General Unsecured Claims and (ii) pay any Unsecured 2043 Notes Fees and Expenses payable from the GUC Recovery Fund in accordance with Section 12.16(ii) of this Plan, which shall be funded on the Effective Date, or as soon as practicable thereafter, with Effective Date Available Cash in an amount equal to the GUC Recovery Fund Amount pursuant to Section 5.10(i) of this Plan. The GUC Recovery Fund shall be held by the Avon Liquidation Trust and administered by the Liquidating Trustee in accordance with this Plan.

GUC Recovery Fund Amount means Cash in the amount of \$14,000,000, which shall fund the GUC Recovery Fund; *provided, however*, that the GUC Recovery Fund Amount shall be reduced by \$1 for every \$1 by which (i) the amount of Effective Date Available Cash is lower than \$29,000,000 or (ii) the Effective Date Available Cash is insufficient to fund the ALT Operating Reserve by at least \$15,000,000, whichever is greater.

GUC Recovery Fund Final Excess Portion means the portion of the GUC Recovery Fund as of the GUC Administration Completion Date (i) allocable to Allowed Electing General Unsecured Claims on account of their Pro Rata share of the GUC Recovery Fund and (ii) that would be allocable to Allowed Non-Electing General Unsecured Claims on account of

their Pro Rata share of the GUC Recovery Fund but is in excess of the aggregate Non-Electing General Unsecured Claim Distributions, in each case after the payment of any Unsecured 2043 Notes Fees and Expenses payable from the GUC Recovery Fund in accordance with Section 12.16(ii) of this Plan. Pursuant to Section 5.4(xi) of this Plan, the GUC Recovery Fund Final Excess Portion shall become Post-Effective Date Available Cash upon the GUC Administration Completion Date.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

Initial Debtor means each of AIO, API, MIH, and ACC, as a debtor and debtor in possession.

Initial Debtor Petition Date means August 12, 2024.

Insurance Companies means all Entities that issued, or that have any actual, potential, demonstrated, or alleged liabilities, duties, or obligations under, or with respect to, any Insurance Policy, and any third party administrator, parent, subsidiary, affiliate, successor, predecessor, or assign of any of the foregoing, solely in their capacity as such with respect to an Insurance Policy.

Insurance Entity Injunction means the injunction described in Section 10.5 of this Plan.

Insurance Policies means any insurance policies, insurance contracts, binders, certificates, or reinsurance policies, whether currently known or unknown, issued to or that provides or may provide coverage (whether as the primary or additional insured or otherwise) at any time to any of the Debtors or any of their predecessors or subsidiaries, or under which any of the foregoing have sought or may seek such coverage, including any such policies for directors’ and officers’ liability, general liability, workers’ compensation, any excess or umbrella policies, and all agreements, documents, or instruments relating thereto.

Insurance Proceeds means any proceeds recovered under an Insurance Policy after the “Effective Time” of the Natura Settlement Agreement.

Insurance Rights means, subject to the terms and conditions of the applicable Insurance Policies, any and all rights, titles, privileges, interests, claims, demands, or entitlements of the Debtors to any proceeds, payments, benefits, Causes of Action, choses in action, defense or indemnity arising under, or attributable to, any and all Insurance Policies now existing or hereafter arising, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent, including: (i) any Insurance Company’s failure to provide coverage or otherwise pay under an Insurance Policy; (ii) the refusal of any Insurance Company to compromise and settle any claim or provide defense to any claim; (iii) the interpretation or enforcement of the terms of any Insurance Policy with respect to any Claim; (iv) any conduct by any Insurance Company constituting “bad faith” conduct or that could otherwise give rise to extra-contractual damages, or other wrongful conduct under applicable law; or (v) any right to receive proceeds with respect to any Insurance Policy or a coverage action. For the avoidance of doubt, “Insurance Rights” shall include Insurance Proceeds.

Insurance Rights Transfer means the transfer, assignment, and vesting of the Insurance Rights described in Section 5.4(iv) of this Plan.

Insurance Settlement Agreement means any settlement agreement entered into after the Petition Date, by and among (i) any Insurance Company, on the one hand, and (ii)(a) prior to the Effective Date, the Debtors, with the consent of the Creditors' Committee (not to be unreasonably withheld), and the approval of the Bankruptcy Court or (b) on or after the Effective Date, the Avon Liquidation Trust, on the other hand, in which an Insurance Policy and/or the Debtors' rights thereunder are released.

Intercompany Claim means a Claim against any Debtor held by another Debtor.

Intercompany Interest means an Interest in a Debtor held by another Debtor. For the avoidance of doubt, Intercompany Interests shall exclude Parent Interests.

Interest means any equity security (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, or direct or indirect subsidiary of a Debtor, including all shares, common stock or units, preferred stock or units, or other instrument evidencing any fixed or contingent ownership interest in any Debtor or any direct or indirect subsidiary of a Debtor, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in a Debtor, or direct or indirect subsidiary of a Debtor, whether or not transferable and whether fully vested or vesting in the future, that existed immediately before the Effective Date.

Interim Compensation Order means the *Order Pursuant to 11 U.S.C. §§ 331, 330, and 105(a) and Fed. R. Bankr. P. 2016 (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, and (II) Granting Related Relief* [Docket No. 172].

Internal Revenue Code means the Internal Revenue Code of 1986, as amended from time to time.

IRS means the United States Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Liquidating API means API on and after the Effective Date, to be liquidated and dissolved upon the Dissolution Date.

Liquidating API's Organizational Documents means, collectively, the amended and restated organizational documents of Liquidating API, which shall be filed with the Plan Supplement and shall reflect the limited purposes of Liquidating API as set forth in this Plan.

Liquidating Debtors means, collectively, all of the Debtors on and after the Effective Date, to be liquidated and dissolved upon the Dissolution Date.

Liquidating Trustee means the Person appointed pursuant to this Plan and Confirmation Order to perform the Authorized Acts under and in accordance with this Plan and the ALT Documents. The initial Liquidating Trustee shall be the Hon. Melanie L. Cyganowski (Ret.).

MIH means MI Holdings, Inc.

Natura means, collectively, Natura &Co Holding S.A., Natura Cosméticos S.A., Natura &Co UK Holdings Limited, and Natura &Co. Luxembourg Holdings S.à r.l.

Natura Secured Credit Documents means, collectively, (i)(a) that certain secured promissory note, dated as of August 8, 2023 (as amended and restated in its entirety by that certain *Secured Credit and Guaranty Agreement*, dated as of December 13, 2023, by and among Avon Cosmetics Limited, as borrower, Natura &Co. Luxembourg Holdings S.à r.l., as lender, and the guarantors party thereto) and (b) any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, (ii)(a) that certain *Secured Credit and Guaranty Agreement*, dated as of April 20, 2024 (as amended by that certain *Amendment No. 1 to the Secured Credit and Guaranty Agreement*, dated as of June 17, 2024, that certain *Amendment No. 2 to Secured Credit and Guaranty Agreement*, dated as of July 19, 2024, and as further amended, restated, amended and restated, supplemented or modified from time to time), by and among API and Avon Cosmetics Limited, as borrowers, Natura &Co Holding S.A., Natura Cosméticos S.A., and Natura &Co. Luxembourg Holdings S.à r.l., as lenders, and the guarantors party thereto and (b) any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date, and (iii)(a) that certain senior secured promissory note, dated as of August 8, 2023 (as amended and restated in its entirety by that certain *Secured Credit and Guaranty Agreement*, dated as of December 13, 2023, by and among API, as borrower, Natura &Co UK Holdings Limited, as lender, and the guarantors party thereto) and (b) any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date.

Natura Settlement Agreement means that certain *Settlement Agreement*, dated December 4, 2024, by and among the Debtors and Natura, as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, as approved by the Bankruptcy Court pursuant to the Natura Settlement Order.

Natura Settlement Order means the *Order (I) Approving the Settlement Agreement with Natura &Co Holding S.A. and Certain Affiliates, (II) Authorizing the Debtors to Take Any and All Actions Necessary to Effectuate the Terms Thereof, and (III) Granting Related Relief* [Docket No. 581].

Natura Unsecured Promissory Note means, collectively, (i) that certain Promissory Note, dated May 17, 2022, by and among API and Natura &Co UK Holdings Plc, and (ii) any other agreements and documents executed or delivered in connection therewith, each as amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the Petition Date.

New Parent Interest means one share of common stock of API, representing one-hundred percent (100%) of the issued and outstanding shares of capital stock thereof, to be issued to the Avon Liquidation Trust on the Effective Date.

Non-Electing General Unsecured Claim means a General Unsecured Claim that is not an Electing General Unsecured Claim.

Non-Electing General Unsecured Claim Distribution means, with respect to each Allowed Non-Electing General Unsecured Claim, Cash equal to the lower of (i) such Claim's Pro Rata share of the GUC Recovery Fund after the payment of any Unsecured 2043 Notes Fees and Expenses payable from the GUC Recovery Fund in accordance with Section 12.16(ii) of this Plan and (ii) 37.5% of the amount of such Claim.

Non-Settling Insurance Company means an Insurance Company that has not executed an Insurance Settlement Agreement.

Other Priority Claim means any Claim other than an Administrative Expense Claim or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Parent Interests means all of the issued and outstanding shares of common stock of API and all other issued and outstanding Interests of API as of immediately prior to the Effective Date.

Person means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

Petition Date means the Initial Debtor Petition Date or the Subsidiary Debtor Petition Date, as applicable.

Plan means this joint chapter 11 plan of liquidation for the Debtors, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to this Plan contained in the Plan Supplement), as it may be altered, amended, or modified from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the terms hereof.

Plan Document means any of the documents of the Debtors, other than this Plan, to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date, including documents to be included in the Plan Supplement.

Plan Injunction means the injunctions issued pursuant to Section 10.4 of this Plan.

Plan Supplement means the supplement or supplements to this Plan containing the following documents relevant to the implementation of this Plan: (i) Liquidating API's Organizational Documents; (ii) the ALT Documents (excluding the Trust Distribution Procedures); (iii) the identity and compensation (if applicable) of each member of the ALT Trust Advisory Committee, if known; (iv) the Schedule of Assumed and Assigned Contracts, if any; (v) the Schedule of Retained Causes of Action; and (vi) information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code. Through the Effective Date, the Debtors shall have the right to amend any documents contained in, and exhibits to, any Plan Supplement document subject to the requirements of Section 12.3 of this Plan.

Plan Supplement Filing Deadline means the date by which the Debtors are to file the Plan Supplement in accordance with the Solicitation Procedures Order, which shall be seven (7) calendar days before the earlier of (i) the deadline set to file objections to confirmation of this Plan and (ii) the Voting Deadline.

Post-Effective Date Available Cash means the consideration received by the Avon Liquidation Trust after the Effective Date from the ALT Assets, including (i) recovery of Insurance Proceeds, (ii) prosecution of Retained Causes of Action, (iii) any excess Cash in the Professional Fee Escrow Account, (iv) any surplus Cash in the Priority Reserve and the ALT Operating Reserve, to be determined on each six-month (6-month) anniversary of the Effective Date by the Liquidating Trustee in its reasonable discretion as set forth in Section 5.11 of this Plan, (v) upon the GUC Administration Completion Date, any Cash remaining in the GUC Recovery Fund (which, for the avoidance of doubt, shall equal the GUC Recovery Fund Final Excess Portion) pursuant to Section 5.4(xi) of this Plan, (vi) upon dissolution of the Priority Reserve, any Cash remaining in the Priority Reserve pursuant to Section 5.11 of this Plan, or (vii) any other source.

Priority Claim means any Priority Tax Claim or Other Priority Claim.

Priority Reserve means a segregated account, which shall be funded in Cash by the Debtors or the Liquidating Debtors, as applicable, on the Effective Date, or as soon as practicable thereafter, in an amount determined by the Debtors, with the consent of the Creditors' Committee (not to be unreasonably withheld), to be necessary to pay, if any, (i) Allowed Administrative Expense Claims (excluding Professional Fee Claims), (ii) Allowed Secured Claims, and (iii) Allowed Priority Claims. The Priority Reserve shall be held by the Avon Liquidation Trust and administered by the Liquidating Trustee in accordance with this Plan and the ALT Trust Agreement.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Privilege means any attorney-client privilege, work-product protection, or other privilege or protection of immunity (i) held by any or all of the Debtors, their Estates, or the Liquidating Debtors, (ii) held by the Board of Directors or any special committee of the Board of Directors of any of the Debtors or the Liquidating Debtors, and (iii) attaching to any documents, communications, or thing (whether written or oral), including all electronic information relating to any Insurance Policies, Insurance Rights, or Causes of Action.

Pro Rata means allocated in accordance with the proportion that an Allowed General Unsecured Claim bears to the aggregate amount of Allowed General Unsecured Claims and Disputed General Unsecured Claims (in each case including, for the avoidance of doubt, both Electing General Unsecured Claims and Non-Electing General Unsecured Claims).

Products means any and all products developed, designed, manufactured, marketed, or sold, in research or development, or supported by, the Debtors, whether work in progress or in final form.

Professional Fee Claim means a Claim for professional services rendered, or costs incurred, on or after the Initial Debtor Petition Date and on or prior to the Effective Date by Professional Persons that is unpaid as of the Effective Date.

Professional Fee Escrow Account means an interest-bearing account funded by the Debtors in Cash on or prior to the Effective Date in an amount necessary to satisfy Allowed Professional Fee Claims as set forth in Section 2.4(i) of this Plan.

Professional Person means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Related Parties means, collectively, a Person's or an Entity's predecessors, successors and assigns, parents, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors, principals, shareholders (and any fund managers, fiduciaries, or other agents of shareholders with any involvement related to the Debtors), members, partners, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' respective heirs, executors, estates, servants, and nominees; *provided, however*, that a Debtor's "Related Party" shall exclude Natura, C-A NA LLC, Cleveland NA Investor LLC, Cleveland Apple Investor L.P. (f/k/a Cleveland Apple Investor LLC), Cerberus Capital Management, L.P., New Avon LLC, LG Household and Health Care Ltd., any other parties to the 2016 spin off transaction of The Avon Company, their respective successors, their professional firms retained in connection therewith, and the current and former non-Debtor Affiliates of the foregoing in their capacities as such.

Released Parties means, collectively, (i) each Debtor, (ii) each Debtor's Related Parties, and (iii) the Bond Trustee.

Releases means the releases provided for in Section 10.6 of this Plan, including its subsections.

Retained Causes of Action means, collectively, all Causes of Action to be retained by the Liquidating Debtors and the Avon Liquidation Trust; *provided, however*, that the Debtors, the Liquidating Debtors, or the Avon Liquidation Trust shall not retain (whether on their own behalf or on behalf of the Estates) any Causes of Action (i) against any Released Party that is released pursuant to Section 10.6 of this Plan, (ii) transferred to the Buyer pursuant to the Sale Order and the Stock and Asset Purchase Agreement, or (iii) settled or released pursuant to the Natura Settlement Order and the Natura Settlement Agreement; *provided, further*, that except as provided in Article X of this Plan, all Claims or Causes of Action of the Debtors existing immediately prior to the Effective Date shall be retained by the Avon Liquidation Trust, whether or not any particular Claim or Cause of Action is specifically identified on the Schedule of Retained Causes of Action, without any further action by any party, under Section 10.10 of this Plan.

Revenue Procedure means a “Revenue Procedure” (including any successor name to a “Revenue Procedure”) published in the Internal Revenue Bulletin (or successor publication).

Sale means the sale of substantially all of the assets of the Debtors to the Buyer pursuant to the Stock and Asset Purchase Agreement, as approved by the Sale Order.

Sale Order means the *Order (I) Approving the Sale of Substantially All of the Debtors’ Assets Free and Clear of All Non-Assumed Liens, Claims, Encumbrances and Interests, (II) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 582].

Schedule of Assumed and Assigned Contracts means the schedule of executory contracts and unexpired leases to either be assumed by the applicable Debtor or assumed by the applicable Debtor and assigned to the Avon Liquidation Trust. The Schedule of Assumed and Assigned Contracts, if any, shall be filed with the Plan Supplement.

Schedule of Retained Causes of Action means a schedule of Retained Causes of Action to be filed as part of the Plan Supplement.

Scheduled means, with respect to any Claim, the status, priority, and amount, if any, of such Claim as set forth in the Schedules.

Schedules means the schedules of assets and liabilities, statements of financial affairs, lists of holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court to the extent such filing is not waived pursuant to an order of the Bankruptcy Court.

Secured Claim means a Claim to the extent (i) secured by a Lien on property of a Debtor’s Estate, the amount of which is equal to or less than the value of such property (a) as set forth in this Plan, (b) as agreed to by the holder of such Claim and the Debtors, or (c) as determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) subject to any setoff right of the holder of such Claim under section 553 of the Bankruptcy Code. For the avoidance of doubt, “Secured Claim” does not include any Claim that meets the definition of “Priority Tax Claim” or “Other Priority Claim.”

Securities Act means the Securities Act of 1933, as amended.

Settling Insurance Company means an Insurance Company that has executed an Insurance Settlement Agreement.

Solicitation Procedures Order means an order of the Bankruptcy Court approving the *Motion of Debtors for Entry of an Order (I) Approving Proposed Disclosure Statement and the Form and Manner of Notice of Hearing Thereof, (II) Establishing Solicitation and Voting Procedures with Respect to Debtors’ Proposed Chapter 11 Plan, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Debtors’ Proposed Chapter 11 Plan, and (V) Granting Related Relief* [Docket No. 814] and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such order.

Special Electing GUC Recovery Fund means the segregated fund established to make Distributions on account of Allowed Electing General Unsecured Claims, which shall be periodically funded with Post-Effective Date Available Cash pursuant to Section 5.10(ii) of this Plan. For the avoidance of doubt, the Special Electing GUC Recovery Fund is intended to provide Electing General Unsecured Claims with recoveries identical to, and on the same timeline as, recoveries to Allowed Talc Claims from the TC Recovery Fund.

Statutory Fees means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code, to the extent applicable.

Stock and Asset Purchase Agreement means that certain *Stock and Asset Purchase Agreement*, dated as of August 12, 2024, by and among API, the Buyer, and each of the Seller Parties (as defined therein) signatory to that certain *Joinder Agreement*, dated as of August 27, 2024, as amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, and as approved by the Bankruptcy Court pursuant to the Sale Order.

Subordinated Claims means any prepetition Claim against the Debtors that is subject to subordination pursuant to sections 509(c) or 510 of the Bankruptcy Code or otherwise or any Claim for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

Subsidiary Debtor Petition Date means October 25, 2024.

Subsidiary Debtors means Surrey Leasing, Ltd., Avon Americas, Ltd., Avon Component Manufacturing, Inc., Avon, Cosmetics DE, Inc., Avon Holdings LLC, Avon-Lomalinda, Inc., Avon NA Holdings LLC, Avon Overseas Capital Corporation, Avon Pacific, Inc., Avon (Windsor) Limited, California Perfume Company, Inc., Manila Manufacturing Company, Retirement Inns of America, Inc., Silpada Designs LLC, Surrey Products, Inc., and Viva Panama Holdings LLC, as debtors and debtors in possession.

Talc Claim means any Claim against one or more of the Debtors, known or unknown, including with respect to any manner of alleged bodily injury, death, sickness, disease, or alleged disease process, emotional distress, fear of cancer, medical monitoring, or any other alleged personal injuries or harms (whether physical, emotional, or otherwise and whether or not diagnosable or manifested before confirmation of the Plan or the close of the Chapter 11 Cases), directly or indirectly arising out of or relating to the presence of or exposure to talc or talc-containing products in connection with the alleged pre-Effective Date acts or omissions of one or more of the Debtors or any other Entity for whose conduct one or more of the Debtors (i) have liability or (ii) are alleged to have liability by reason of a Debtor's direct or indirect ownership or control of, conduct of business, or any transaction with such Entity. "Talc Claims" shall include any such Claims directly or indirectly arising out of or relating to: (a) any products previously processed, milled, manufactured, sold, and/or distributed by a Debtor or by any other Entity for whose conduct a Debtor has liability or is alleged to have liability; (b) any materials present at any premises owned, leased, occupied, or operated by any Entity for whose products, acts, omissions, business, or operations one or more of the Debtors have, or are alleged to have, liability; or (c) any

talc in any way connected to a Debtor alleged to contain asbestos. “Talc Claims” include all such Claims, whether: (1) in tort, contract, warranty, restitution, conspiracy, contribution, indemnity, guarantee, subrogation, or any other theory of law, equity, or admiralty, whether brought, threatened or pursued in any United States court or court anywhere in the world; (2) seeking compensatory, special, economic, non-economic, punitive, exemplary, administrative, or any other costs, fees, injunctive, or similar relief or any other measure of damages; (3) seeking any legal, equitable, or other relief of any kind whatsoever, including in the nature of alter ego, veil piercing, successor or vicarious liability, mere continuation, fraudulent transfer or conveyance, or conspiracy, and including, for the avoidance of doubt, any Claims arising out of or relating to the presence of or exposure to talc or talc-containing products assertable against one or more Debtors; or (4) held by claimants residing within the United States or in a foreign jurisdiction. “Talc Claims” also include any such Claims that have been resolved or are subject to resolution pursuant to any agreement, or any such claims that are based on a judgment or verdict. “Talc Claim” shall include: (A) all Claims, debts, obligations, or liabilities for compensatory damages (such as, without limitation, loss of consortium, medical monitoring, personal or bodily injury, wrongful death, survivorship, proximate, consequential, general, and special damages) and punitive damages and (B) Claims of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of a Debtor, or predecessor of a Debtor for contribution, reimbursement, subrogation, or indemnity, whether contractual or implied by law (as those terms are defined by applicable non-bankruptcy law of the relevant jurisdiction), and any other derivative Claim of any corporation (as defined in section 101(9) of the Bankruptcy Code), insurer, co-defendant of a Debtor, or predecessor of a Debtor, whether in the nature of or sounding in contract, tort, warranty, or other theory of law; *provided, however*, that “Talc Claim” shall only include Claims against one or more of the Debtors. Notwithstanding the foregoing, “Talc Claims” shall not include any Claim by any present or former employee of a predecessor or Affiliate of the Debtors for benefits under a policy of workers’ compensation insurance or for benefits under any state or federal workers’ compensation statute or other statute providing compensation to an employee from an employer.

TC Recovery Fund means the segregated fund established to make Distributions on account of Allowed Talc Claims, which shall be periodically funded with Post-Effective Date Available Cash pursuant to Section 5.10(ii) of this Plan.

Treasury Regulations means regulations promulgated by the United States Department of the Treasury under the Internal Revenue Code.

Trust Distribution Procedures means the *Avon Liquidation Trust Distribution Procedures*, substantially in the form attached hereto as **Exhibit A**.

Trust Formation Transactions means one or more transactions pursuant to section 1123(a)(5)(D) of the Bankruptcy Code, including any transactions that may be necessary or appropriate to effectuate the actions described in Sections 5.2 through 5.4 of this Plan, which include (i) the establishment of the Avon Liquidation Trust, (ii) the execution of the Trust Transfer Agreement(s), (iii) the issuance and vesting of the New Parent Interest in the Avon Liquidation Trust, (iv) the assignment and vesting of the ALT Assets in the Avon Liquidation Trust, (v) the creation of the GUC Recovery Fund, the Special Electing GUC Recovery Fund, and the TC Recovery Fund to, among other things, make Distributions to holders of Allowed Claims, and

(vi) the creation of the ALT Operating Reserve to, among other things, satisfy and pay ALT Operating Expenses.

Trust Transfer Agreement(s) means one or more agreements, including the ALT Trust Agreement, transferring ALT Assets from the Liquidating Debtors to the Avon Liquidation Trust, which agreements will be entered into between the Liquidating Trustee, on behalf of the Avon Liquidation Trust, and the Liquidating Debtors, on behalf of themselves, and the terms of which shall be consistent with this Plan.

U.S. Trustee means the Office of the United States Trustee for the District of Delaware.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

Unsecured 2043 Noteholder means with respect to the Unsecured 2043 Notes Claims, a record holder of, or owners of beneficial interests in, the Unsecured 2043 Notes.

Unsecured 2043 Notes means those certain 6.950% Notes due 2043, issued by API under the Unsecured 2043 Notes Indenture.

Unsecured 2043 Notes Claims means any Claim on account of, arising under, or relating to, the Unsecured 2043 Notes. For the avoidance of doubt, the Unsecured 2043 Notes Claims shall exclude the Unsecured 2043 Notes Fees and Expenses.

Unsecured 2043 Notes Documents means the Unsecured 2043 Notes Indenture, together with all other related documents, instruments, and agreements, in each case as supplemented, amended, restated, or otherwise modified from time to time.

Unsecured 2043 Notes Fees and Expenses means the reasonable and documented fees, expenses, indemnities, and disbursements of the Bond Trustee (including the reasonable and documented fees, disbursements, and other charges of counsel) incurred in connection with the Unsecured 2043 Notes Documents, the Chapter 11 Cases, or the Plan.

Unsecured 2043 Notes Indenture means that certain *Indenture*, dated as of February 27, 2008 (as amended, supplemented, or otherwise modified from time to time), by and between API, as issuer, and Deutsche Bank Trust Company Americas, as trustee.

Voting Deadline means the last day for holders of Claims and Interests entitled to vote on the Plan to cast their votes to accept or reject the Plan as may be set by the Bankruptcy Court.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” or “hereunder,” and other words of similar import refer to this Plan as a whole and not to any

particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (i) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the reference document shall be substantially in that form or substantially on those terms and conditions; (iii) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (iv) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be. To the extent that the treatment, allowance, or disallowance of any Claim herein is interpreted as a claim objection, the Plan shall be deemed a Claim objection to such Claim.

1.3 Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 Controlling Document.

In the event of an inconsistency between the provisions of this Plan (excluding the Plan Supplement and any other exhibit to this Plan) and the Plan Supplement or any other exhibit to this Plan, the terms of the relevant document in the Plan Supplement or such exhibit shall control unless otherwise specified in such Plan Supplement document or exhibit. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan (excluding the Plan Supplement), the provisions of the Plan Supplement, and the provisions of the Confirmation Order shall be construed in a manner such that provisions of each are consistent with those of the others so as to effectuate the purposes of each to the extent reasonably possible; *provided, however*, that if there is determined to be any inconsistency between any provision of this Plan, including any provision of the Plan Supplement, and any provision of the Confirmation Order that cannot be reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan and the Plan Supplement, as applicable.

ARTICLE II ADMINISTRATIVE EXPENSE CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 Administrative Expense Claims Bar Date.

Except as provided for herein or in any order of the Bankruptcy Court, and subject to section 503(b)(1)(D) of the Bankruptcy Code, holders of Administrative Expense Claims (other than Professional Fee Claims and Statutory Fees) must file and serve on the Debtors

requests for the payment of such Administrative Expense Claims not already Allowed by a Final Order in accordance with the procedures specified in the Confirmation Order, on or before the Administrative Expense Claims Bar Date or be forever barred, estopped, and enjoined from asserting such Claims against the Debtors or their Assets.

2.2 Allowance of Administrative Expense Claims.

An Administrative Expense Claim, with respect to which a request for payment has been properly and timely filed pursuant to Section 2.1 of this Plan, shall become an Allowed Administrative Expense Claim if no objection to such request is filed by the Liquidating Trustee with the Bankruptcy Court on or before one-hundred and eighty (180) calendar days after the Effective Date, or on such later date as may be fixed by the Bankruptcy Court. If an objection is timely filed, the Administrative Expense Claim shall become an Allowed Administrative Expense Claim only to the extent Allowed by Final Order or such Claim is settled, compromised, or otherwise resolved by the Liquidating Trustee pursuant to Section 7.6 of this Plan.

2.3 Payment of Allowed Administrative Expense Claims.

Except to the extent that a holder of an Allowed Administrative Expense Claim (other than a Professional Fee Claim and Statutory Fees) agrees to a different treatment, the holder of such Allowed Administrative Expense Claim shall receive, on account of such Allowed Claim, Cash in an amount equal to the Allowed amount of such Claim from the Priority Reserve within thirty (30) calendar days following the later to occur of (i) the Effective Date and (ii) the date on which such Administrative Expense Claim shall become an Allowed Claim.

2.4 Treatment of Professional Fee Claims.

(i) All Professional Persons seeking awards by the Bankruptcy Court for compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under section 327, 328, 330, 331, 363, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall file, on or before the date that is forty-five (45) days after the Effective Date, or as soon as reasonably practicable thereafter, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred. Allowed Professional Fee Claims shall be paid in full, in Cash, from the Professional Fee Escrow Account, in such aggregate amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim, (i) upon the later of the Effective Date and the date upon which the order relating to any such Allowed Professional Fee Claim is entered or (ii) upon such other terms and conditions as may be mutually agreed upon between the holder of such an Allowed Professional Fee Claim and the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable. On or prior to the Effective Date, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, shall establish the Professional Fee Escrow Account and, on the Effective Date, fund the Professional Fee Escrow Account with Cash in an amount equal to the sum of each Professional Person's reasonable and good faith estimates of its Professional Fee Claims. No later than ten (10) calendar days prior to the Effective Date, holders of Professional Fee Claims shall provide a reasonable and good faith estimate of unpaid Professional Fee Claims incurred in rendering services before the Effective Date to the Debtors. If a holder of a Professional

Fee Claim does not provide an estimate, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, may estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Professional Fee Claim. The procedures for filing objections to Professional Persons' applications for final allowance of compensation for services rendered and expenses incurred shall be set forth in the Confirmation Order.

(ii) On the date the Avon Liquidation Trust is established or as soon as reasonably practicable thereafter, the Debtors will cause title to the Professional Fee Escrow Account to be transferred to the Avon Liquidation Trust. Funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors' Estates, the Liquidating Debtors, or the Avon Liquidation Trust, and shall only be used for payment of Allowed Professional Fee Claims; *provided, however*, that after all Professional Fee Claims Allowed by the Bankruptcy Court and other amounts authorized to be paid pursuant to Section 2.4(iii) of this Plan have been irrevocably paid in full and no Professional Person is asserting or entitled to assert additional Professional Fee Claims or such other amounts from the Professional Fee Escrow Account, then any amounts remaining in the Professional Fee Escrow Account shall become Post-Effective Date Available Cash. The Professional Fee Escrow Account shall be held in trust for Professional Persons retained by the Debtors and the Creditors' Committee and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full and no Professional Person is asserting or entitled to assert additional Professional Fee Claims. Fees owing to Professional Persons shall be paid in Cash to such Professional Persons from funds held in the Professional Fee Escrow Account when such Claims are Allowed by an order of the Bankruptcy Court, or authorized to be paid under the Interim Compensation Order or other order authorizing the retention of a Professional Person; *provided, however*, that the Debtors' and the Liquidating Debtors' obligations with respect to Professional Fee Claims, which shall be assumed by the Avon Liquidation Trust on or as soon as reasonably practicable after the date upon which the Avon Liquidation Trust is established, shall not be limited by, nor deemed limited to, the balance of funds held in the Professional Fee Escrow Account. To the extent that funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of accrued Allowed Professional Fee Claims owing to any Professional Person, such Professional Person shall have an Allowed Administrative Expense Claim for any such deficiency, which shall be satisfied in accordance with Section 2.3 of this Plan (but, for the avoidance of doubt, shall not be subject to any Administrative Expense Claims Bar Date). No Claims, Interests, Liens, other encumbrances, or liabilities of any kind shall encumber the Professional Fee Escrow Account in any way. Notwithstanding the foregoing, Professional Persons performing services on behalf of the Debtors or the Creditors' Committees following the Effective Date in connection with the preparation of, or objection to, fee applications (or, in the case of the Creditors' Committee, with respect to any services listed in Section 12.15 of this Plan), are entitled to payment of reasonable fees and reimbursement of reasonable expenses related to such work.

(iii) Solely with respect to the last sentence of Section 2.4(ii) of this Plan, any such Professional Person may, at such Professional Person's option, seek compensation for such fees and expenses either (a) in its final fee application and be paid from the Professional Fee Escrow Account pursuant to a Final Order approving such fee application or (b) by submitting invoices to the Liquidating Trustee for payment, and any undisputed invoices shall be paid in the ordinary course of business and without further order of the Bankruptcy Court.

2.5 Treatment of Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a different treatment, on the Effective Date or as soon as reasonably practicable thereafter, the holder of such Allowed Priority Tax Claim shall receive, on account of such Allowed Priority Tax Claim, either Cash in an amount equal to the Allowed amount of such Claim from the Priority Reserve or such other treatment as may satisfy section 1129(a)(9) of the Bankruptcy Code.

ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and Distributions under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class for the purpose of receiving Distributions pursuant to this Plan only to the extent such Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving Distributions hereunder only to the extent such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date. In no event shall any holder of an Allowed Claim be entitled to receive payments under this Plan that, in the aggregate, exceed the Allowed amount of such holder's Claim.

3.2 Grouping of Debtors for Convenience Only

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making distributions in accordance with the Plan in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal Entity, result in substantive consolidation of any Estates, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Entities, or cause the transfer of any assets.

3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against, and Interests in, the Debtors and specifies which Classes are (i) Impaired and Unimpaired under this Plan, (ii) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) deemed to accept or reject this Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have holders of Claims or Interests in a particular Class or Classes that are Allowed in an amount greater than zero for voting purposes or otherwise included to determine acceptance of the Plan, and such Class(es) shall be treated as set forth in Section 3.4 of this Plan.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1 (All Debtors)	Other Priority Claims	Unimpaired	No (Presumed to Accept)
Class 2 (All Debtors)	Secured Claims	Unimpaired	No (Presumed to Accept)
Class 3 (All Debtors)	General Unsecured Claims	Impaired	Yes
Class 4 (API)	Talc Claims	Impaired	Yes
Class 5 (All Debtors)	Subordinated Claims	Impaired	No (Deemed to Reject)
Class 6 (All Debtors)	Intercompany Claims	Unimpaired / Impaired	No (Presumed to Accept / Deemed to Reject)
Class 7 (All Debtors Other than API)	Intercompany Interests	Unimpaired	No (Presumed to Accept)
Class 8 (API)	Parent Interests	Impaired	No (Deemed to Reject)

3.4 Elimination of Vacant Classes.

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest, as applicable, that is Allowed in an amount greater than zero for voting purposes or otherwise included to determine acceptance of the Plan, shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies sections 1129(a)(8) and 1129(a)(10) of the Bankruptcy Code with respect to such Class.

3.5 Voting Classes; Presumed Acceptance by Non-Voting Classes.

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject this Plan by the Voting Deadline, this Plan shall be presumed accepted by the holders of such Claims in such Class.

3.6 Voting; Presumptions; Solicitation.

(i) **Acceptance by Certain Impaired Classes.** Only holders of Claims in Class 3 and Class 4 are entitled to vote to accept or reject this Plan. An Impaired Class of Claims shall have accepted this Plan if, separately with respect to each Debtor, (a) the holders of at least two-thirds (2/3) in amount of Claims actually voting in such Class have voted to accept this Plan and (b) the holders of more than one-half (1/2) in number of the Claims actually voting in such Class have voted to accept this Plan. Holders of Claims in Class 3 and Class 4 shall receive ballots containing detailed voting instructions.

(ii) **Deemed Acceptance by Unimpaired Classes.** Holders of Claims in Class 1, Class 2, Class 6 (if so treated), and Class 7 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(iii) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims and Interests in Class 5, Class 6 (if so treated), and Class 8 are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(iv) **Individual Creditor Voting Rights.** Notwithstanding anything to the contrary in this Plan, the voting rights of holders of Claims in any Class shall be governed in all respects by the Solicitation Procedures Order. Each Talc Claim in Class 4 shall be fixed in the amount designated in the Solicitation Procedures Order, solely for voting purposes and not for allowance or Distribution purposes.

3.7 **Cramdown.**

If any Class of Claims is deemed to reject this Plan or is entitled to vote on this Plan and does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.8 **[Reserved].**

ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS.

4.1 **Class 1: Other Priority Claims (All Debtors)**

(i) **Treatment:** The legal, equitable, and contractual rights of holders of Other Priority Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Other Priority Claim agrees to different treatment, on the Effective Date or as soon as reasonably practicable thereafter, each holder of an Allowed Other Priority Claim shall receive, on account of such Allowed Claim, (a) payment in full in Cash from the Priority Reserve or (b) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(ii) **Impairment and Voting:** Other Priority Claims are Unimpaired. Holders of Other Priority Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Other Priority Claims.

4.2 Class 2: Secured Claims (All Debtors)

(i) Classification: Class 2 consists of Secured Claims against the Debtors. To the extent that Secured Claims are secured by different collateral or different interests in the same collateral, such Claims shall be treated as separate subclasses of Class 2.

(ii) Treatment: The legal, equitable, and contractual rights of holders of Secured Claims are unaltered by this Plan. Except to the extent that a holder of an Allowed Secured Claim agrees to different treatment, on the later of the Effective Date and the date that is thirty (30) calendar days after the date such Secured Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter, each holder of an Allowed Secured Claim shall receive, on account of such Allowed Claim, (a) payment in full in Cash in accordance with section 506(a) of the Bankruptcy Code from the Priority Reserve, (b) the collateral securing its Allowed Secured Claim, or (c) such other treatment so as to render such holder's Allowed Secured Claim Unimpaired.

(iii) Impairment and Voting: Secured Claims are Unimpaired. Holders of Secured Claims are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Secured Claims.

4.3 Class 3: General Unsecured Claims (All Debtors)

(i) Allowance: Unless otherwise Allowed or Disallowed as of the Effective Date, each General Unsecured Claim shall be Allowed or Disallowed pursuant to Article VII of this Plan; *provided, however*, that on the Effective Date, the Unsecured 2043 Notes Claims shall be Allowed in the total aggregate amount of \$22,653,502.40.

(ii) Treatment: Except as otherwise provided in this Plan or to the extent that a holder of an Allowed General Unsecured Claim agrees to different treatment, in full and final satisfaction, settlement, release of, and in exchange for, such Allowed General Unsecured Claim, on the later of the Effective Date and the date that is thirty (30) calendar days after the date such General Unsecured Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter, each holder of an Allowed General Unsecured Claim shall receive such holder's Non-Electing General Unsecured Claim Distribution, unless such holder elects, pursuant to the GUC Election Procedures, to have its claim treated as an Electing General Unsecured Claim, in which case such holder shall forgo its recovery from the GUC Recovery Fund and instead receive such holder's proportionate share of the Special Electing GUC Recovery Fund in accordance with the Trust Distribution Procedures. For the avoidance of doubt, any holder of an Allowed General Unsecured Claim that fails to make an election pursuant to the GUC Election Procedures to have its claim treated as an Electing General Unsecured Claim shall have its claim treated as a Non-Electing General Unsecured Claim and receive such holder's Non-Electing General Unsecured Claim Distribution.

Each Unsecured 2043 Noteholder that elects, pursuant to the GUC Election Procedures, to have its position in the Unsecured 2043 Notes treated as an Electing General Unsecured Claim agrees that, as of the Effective Date, (a) the amount of its position in the

Unsecured 2043 Notes shall be segregated from the Unsecured 2043 Notes in accordance with the policies, practices, and procedures of DTC (the “**DTC Election Process**”) and reduce and eliminate the amount owed with respect to the Unsecured 2043 Notes in the Bond Trustee’s books and records and the applicable Unsecured 2043 Notes Documents, (b) the amount of its position in the Unsecured 2043 Notes plus the corresponding *pro rata* amount of the Allowed accrued, but unpaid, prepetition interest on its position in the Unsecured 2043 Notes shall instead be recorded as an Electing General Unsecured Claim in the Claims register or other similar register maintained by the Liquidating Trustee for purposes of effectuating Distributions from the Special Electing GUC Recovery Fund, (c) it will be required to cooperate with and undertake all actions required of it to comply with the DTC Election Process and any instructions or procedures established by the nominee, custodian, or other party through which it holds its position in the Unsecured 2043 Notes to effectuate such election, (d) such electing Unsecured 2043 Noteholder will no longer be considered an Unsecured 2043 Noteholder for any purpose, except for purposes of receiving a Distribution from the Special Electing GUC Recovery Fund, and (e) the Bond Trustee is not involved with, is not responsible for, and shall incur no liability in connection with any future Distributions to be made to such electing Unsecured 2043 Noteholder.

(iii) Impairment and Voting: General Unsecured Claims are Impaired. Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

4.4 **Class 4: Talc Claims (All Debtors)**

(i) Allowance: Unless otherwise Allowed or Disallowed as of the Effective Date, to the extent permitted by the Bankruptcy Code, each Talc Claim shall be Allowed or Disallowed pursuant to the Trust Distribution Procedures.

(ii) Treatment: Pursuant to this Plan and the Trust Distribution Procedures, on the Effective Date, liability for all Talc Claims shall be permanently assumed by the Avon Liquidation Trust without further act or deed and shall be resolved in accordance with the Trust Distribution Procedures. Except to the extent that a holder of an Allowed Talc Claim agrees to different treatment, in full and final satisfaction, settlement, release of, and exchange for an Allowed Talc Claim, each such holder shall receive, from the Avon Liquidation Trust, such holder’s share of the TC Recovery Fund in accordance with the Trust Distribution Procedures.

(iii) Impairment and Voting: Talc Claims are Impaired. Holders of Talc Claims are entitled to vote to accept or reject the Plan.

4.5 **Class 5: Subordinated Claims (All Debtors)**

(i) Treatment: Subordinated Claims are subordinated pursuant to this Plan and section 510 of the Bankruptcy Code. Subordinated Claims shall be deemed expunged, released, and extinguished without further action by or order of the Bankruptcy Court, and shall be of no further force or effect.

(ii) Impairment and Voting: Subordinated Claims are Impaired. Holders of Subordinated Claims are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Subordinated Claims are not

entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Subordinated Claims.

4.6 Class 6: Intercompany Claims (All Debtors)

(i) Treatment: On or after the Effective Date, all Intercompany Claims shall be either reinstated or cancelled and released at the option of the Debtors or the Liquidating Debtors, as applicable, or otherwise treated as determined by the Liquidating Trustee; *provided, however*, that no Distributions shall be made on account of such Intercompany Claims on the Effective Date.

(ii) Impairment and Voting: Intercompany Claims are either (a) Unimpaired and such holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or (b) Impaired and such holders are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Intercompany Claims.

4.7 Class 7: Intercompany Interests (All Debtors Other than API)

(i) Treatment: On the Effective Date, Intercompany Interests shall receive no recovery or distribution and be reinstated solely to maintain the Debtors' corporate structure and facilitate the orderly administration of the winding up and dissolution of the Debtors, as necessary.

(ii) Impairment and Voting: Intercompany Interests are Unimpaired. Holders of Intercompany Interests are conclusively presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Intercompany Interests.

4.8 Class 8: Parent Interests (API)

(i) Treatment: As of the Effective Date, (a) all Parent Interests shall be cancelled and shall be of no further force or effect and (b) the New Parent Interest shall be issued to the Avon Liquidation Trust, in each case without further action by any Person or order of the Bankruptcy Court. From and after the Effective Date, the Avon Liquidation Trust shall own the New Parent Interest solely for purposes of facilitating the orderly administration of the winding up and dissolution of Liquidating API and the other Liquidating Debtors. Holders of Parent Interests shall not receive or retain any property or Distributions under this Plan on account of such Interests.

(ii) Impairment and Voting: Parent Interests are Impaired. Holders of Parent Interests are deemed to reject this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Parent Interests are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

4.9 Debtors' Rights with Respect to Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under the Plan shall affect the rights of the Liquidating Debtors or the Liquidating Trustee with respect to an Unimpaired Claim, including all rights with respect to legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

4.10 Treatment of Vacant Classes.

Any Claim or Interest in a Class that is considered vacant under Section 3.4 of this Plan shall receive no Distribution.

ARTICLE V MEANS FOR IMPLEMENTATION.

5.1 No Substantive Consolidation.

The Plan is being proposed as a joint plan of liquidation of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The Plan is not premised on, and does not provide for, the substantive consolidation of the Debtors with respect to the Classes of Claims or Interests set forth in the Plan, or otherwise.

5.2 Cancellation of Notes, Interests, Instruments, Certificates, and Other Documents.

Except as otherwise provided herein, on and after the Effective Date, all Interests and all notes, instruments, certificates, agreements, indentures, mortgages, security documents, and other documents evidencing Claims against or Interests in the Debtors or obligations of the Debtors thereunder or in any way related to the foregoing, including the Natura Secured Credit Documents, the Natura Unsecured Promissory Note, and the Unsecured 2043 Notes Documents, shall be deemed cancelled, satisfied in full, surrendered and of no further force and effect without any need for further action or approval of the Bankruptcy Court; *provided, however,* that the Unsecured 2043 Notes Documents shall continue solely to (i) preserve the Bond Trustee's rights thereunder (including, without limitation, its rights to assert, pursue, and be paid with respect to any lien, expense reimbursement, indemnification or similar amounts) and (ii) permit the Unsecured 2043 Noteholders to receive their Distributions. Upon the Effective Date, the obligations of the Bond Trustee under the Unsecured 2043 Notes Documents shall be discharged and its duties thereunder shall be deemed fully satisfied, except to the extent necessary to facilitate the Distribution provided in the Plan to holders of Unsecured 2043 Notes that are not Electing General Unsecured Claims. For the avoidance of doubt, nothing contained in the Plan or the Confirmation Order shall in any way limit or affect the standing of the Bond Trustee to appear and be heard in the Chapter 11 Cases on and after the Effective Date.

5.3 Liquidating Trustee.

(i) **Appointment and Role of Liquidating Trustee.** The initial Liquidating Trustee shall be the Hon. Melanie L. Cyganowski (Ret.). The appointment of the Liquidating Trustee shall be approved in the Confirmation Order, and such appointment shall be effective as of the Effective Date, except to the extent set forth in the applicable ALT Documents.

In accordance with the ALT Documents, and in furtherance of and consistent with the purposes of the Avon Liquidation Trust and this Plan, the Liquidating Trustee shall have the power and authority to act as trustee of the Avon Liquidation Trust and, subject to the consent and consultation rights of the ALT Trust Advisory Committee specified in the ALT Documents, perform the Authorized Acts through the earlier of (a) the ALT Termination Date and (b) the date such Liquidating Trustee resigns, is terminated, or is otherwise unable to serve for any reason, as determined by the Liquidating Trustee.

(ii) **Liquidating Trustee’s Tax Power for Debtors.** Subject to the Sale Order and the Stock and Asset Purchase Agreement, the Liquidating Trustee, in its capacity as the trustee of the Avon Liquidation Trust, shall have full and exclusive authority and responsibility with respect to all taxes of the Debtors (including as the common parent or other agent of any consolidated, combined, or unitary tax group of which the Debtors were the agent), other than any such taxes that are “Assumed Liabilities” under the Stock and Asset Purchase Agreement, to the same extent as if the Liquidating Trustee were the debtor-in-possession. Without limiting the foregoing, each of the Debtors shall execute, on or prior to the Effective Date, a power of attorney authorizing the Liquidating Trustee, in its capacity as the trustee of the Avon Liquidation Trust, to correspond with any taxing authority on behalf of such Debtor and to sign, collect, negotiate, settle, and administer tax payments and tax returns. In furtherance of the foregoing:

- (a) Following the Effective Date, the Liquidating Trustee shall prepare and file (or cause to be prepared and filed), on behalf of the Debtors, all tax returns required to be filed or that the Liquidating Trustee otherwise deems appropriate, including the filing of amended tax returns or requests for refunds for all taxable periods.
- (b) Subject to the Sale Order and the Stock and Asset Purchase Agreement, the Avon Liquidation Trust shall be entitled to all tax refunds of the Debtors (other than such refunds in respect of any taxes that are “Assumed Liabilities” under the Stock and Asset Purchase Agreement), and the Avon Liquidation Trust shall bear responsibility for all tax liabilities of the Debtors for all taxable years, to the extent not assumed by Natura pursuant to the Sale Order and the Stock and Asset Purchase Agreement or satisfied or otherwise released by the Plan.

(iii) **Boards of Directors and Officers.** Upon the Effective Date: (a) the officers and directors of the Debtors existing prior to the Effective Date shall be removed and relieved of any and all duties with respect to the Debtors without any further action and without the need to obtain any approvals, authorizations, or consents; (b) the Liquidating Trustee shall be the sole officer, director, or manager, as applicable, of each of the Debtors without any further action and without the need to obtain any approvals, authorizations, or consents; and (c) the charters, by-laws, and other organizational documents of the Debtors shall be deemed amended to give effect to subsections (a) and (b) of this Section 5.3(iii) of the Plan.

(iv) **Retention of Professionals by Liquidating Trustee.** The Liquidating Trustee may retain and reasonably compensate counsel and other professionals, including any counsel or professional who represented parties in interest in the Chapter 11 Cases, to assist in its duties as Liquidating Trustee on such terms as the Liquidating Trustee deems appropriate without Bankruptcy Court approval, subject to the provisions of the ALT Documents. All fees and expenses incurred in connection with the foregoing shall be payable from the ALT Operating Reserve, subject to the terms of the ALT Documents.

(v) **Claim Determination.** In furtherance of, and consistent with, the purpose of the Avon Liquidation Trust and this Plan, the Liquidating Trustee shall have the power and authority to determine the eligibility, amount, and allowance of Talc Claims pursuant to this Plan and the Trust Distribution Procedures, as applicable. The Liquidating Trustee's determination of eligibility, amount, and allowance of each Talc Claim shall be final and binding as between the holders of any Talc Claims and the Avon Liquidation Trust, and such determination shall not be subject to any challenge or review of any kind, by any court or other person or entity, except as set forth in this Plan and the Trust Distribution Procedures, as applicable; *provided, however,* that nothing herein determines whether any Insurance Company is obligated to provide coverage for, or pay, the amount of any Allowed Talc Claim or any other amount. The allowance of General Unsecured Claims shall be determined according to Article VII of this Plan.

5.4 **Avon Liquidation Trust.**

(i) **Establishment of Avon Liquidation Trust.** On or before the Effective Date, the Debtors, the Liquidating Debtors, and the Liquidating Trustee, as applicable, shall take all necessary steps to establish the Avon Liquidation Trust for the benefit of holders of General Unsecured Claims and Talc Claims. The Avon Liquidation Trust shall be established on the Effective Date upon the execution of the ALT Trust Agreement by the parties thereto.

(ii) **Purpose of Avon Liquidation Trust.** The Avon Liquidation Trust shall be established for the purposes described in this Plan in accordance with Treasury Regulations Section 301.7701-4(d), including to allow the Liquidating Trustee to carry out the Authorized Acts. The Avon Liquidation Trust shall retain all rights to commence and pursue all Retained Causes of Action. The Avon Liquidation Trust shall have no objective to continue or engage in the conduct of a trade or business.

The Avon Liquidation Trust shall administer, process, settle, resolve, liquidate, satisfy, and pay (from the designated fund therefor), as applicable, Claims against the Debtors, subject to the terms of the ALT Documents, this Plan, and the Confirmation Order. The Avon Liquidation Trust shall be administered and implemented by the Liquidating Trustee subject to the consent and consultation rights of the ALT Trust Advisory Committee as provided in the ALT Documents; *provided, however,* that, for the avoidance of doubt, the approval of the ALT Trust Advisory Committee shall be required for the Liquidating Trustee to (a) enter into any Insurance Settlement Agreement and (b) settle any dispute regarding the Insurance Rights or Retained Causes of Action. To facilitate any settlement of Insurance Rights or Retained Causes of Action, the Liquidating Trustee may request that the Bankruptcy Court approve such settlements under subsections 363(b), (f), and (m) of the Bankruptcy Code and enter injunctive relief pursuant to section 105 of the Bankruptcy Code.

For the avoidance of doubt, the Avon Liquidation Trust, in its capacity as the assignee of the “Seller Parties” under the Stock and Asset Purchase Agreement, shall be bound by the terms and provisions of the Stock and Asset Purchase Agreement to the same extent as the “Seller Parties” are bound, including such terms and provisions relating to the “Deferred Closing” of each “Deferred Entity” under the Stock and Asset Purchase Agreement.

(iii) **Transfer of ALT Assets to Avon Liquidation Trust.** On the Effective Date, the ALT Assets will be transferred to and vest in the Avon Liquidation Trust in accordance with the terms set forth herein (including Section 5.4(iv) below) and the ALT Documents; *provided, however*, that to the extent certain ALT Assets cannot be transferred to, vested in, and assumed by the Avon Liquidation Trust on such date or otherwise are not available to be so transferred until after such date, such Assets shall be automatically, and without further act or deed by any Person or Entity, transferred to, vested in, or assumed by the Avon Liquidation Trust as soon as reasonably practicable after such date. Notwithstanding anything in this Plan to the contrary, no ALT Asset shall be used for any purpose other than as contemplated by, and in accordance with, the Plan and the ALT Documents. Except for the Insurance Transfer, which shall be subject to Section 5.4(iv) below, the transfer of the ALT Assets to the Avon Liquidation Trust shall be free and clear of all Claims, Interests, Liens, other encumbrances, and liabilities of any kind.

(iv) **Insurance Rights Transfer.** In furtherance of the purpose of the Avon Liquidation Trust:

- (a) On the Effective Date, the Liquidating Debtors shall irrevocably transfer, grant, and assign to the Avon Liquidation Trust, and the Avon Liquidation Trust shall receive and accept the Debtors’ Insurance Rights. For the avoidance of doubt, the Insurance Rights transferred pursuant to this Plan remain subject to the terms and conditions of the applicable Insurance Policies.
- (b) Except as provided in this Section 5.4(iv) or in Section 5.6 of the Plan, the Insurance Rights Transfer is made free and clear of all Claims, Liens, encumbrances, or Causes of Action of any nature whatsoever, except available limits of liability for coverage of certain types of Claims under one or more Insurance Policies that may have been reduced by certain prepetition payments made by an Insurance Company to, or on behalf of, one or more of the Debtors. For the avoidance of doubt, the Insurance Rights transferred pursuant to this Plan remain subject to the terms and conditions of the applicable Insurance Policies.
- (c) The Avon Liquidation Trust shall satisfy, to the extent required under applicable law, any premiums, deductibles, or self-insured retentions, and any other amounts arising in any way out of the receipt of any payment from any

Insurance Company and in connection with any Allowed General Unsecured Claims and Allowed Talc Claims under any Insurance Policy.

- (d) The Insurance Rights Transfer is made to the maximum extent possible under applicable law. For the avoidance of doubt, the Insurance Rights transferred pursuant to this Plan remain subject to the terms and conditions of the applicable Insurance Policies.
- (e) The Insurance Rights Transfer is absolute and does not require any further action by the Debtors, the Liquidating Debtors, the Avon Liquidation Trust, the Bankruptcy Court, or any other Entity.
- (f) The Insurance Rights Transfer shall be governed by, and construed in accordance with, the Bankruptcy Code and the other applicable laws governing the Insurance Policies.
- (g) To the maximum extent permitted under applicable law, payments received (or deemed received) by the TC Recovery Fund or the Special Electing GUC Recovery Fund with respect to Insurance Rights shall be treated for all applicable income tax purposes as not being required to be included in the gross income of the TC Recovery Fund or the Special Electing GUC Recovery Fund. For all applicable income tax purposes, no deduction shall be taken on any tax return of a Debtor with respect to (i) the Insurance Rights Transfer or (ii) any payments with respect to Insurance Rights; provided that, to the extent that any payments received (or deemed received) by the TC Recovery Fund or the Special Electing GUC Recovery Fund with respect to Insurance Rights are not permitted under applicable law to not be included in the gross income of the TC Recovery Fund or the Special Electing GUC Recovery Fund, a deduction may be taken on the tax return of the applicable Debtor with respect to (i) the Insurance Rights Transfer or (ii) payments with respect to Insurance Rights.

(v) **Funding of ALT Operating Reserve.** On the Effective Date, or as soon as practicable thereafter, the Debtors or the Liquidating Debtors, as applicable, shall transfer (a) Effective Date Available Cash in the ALT Operating Reserve Amount and (b) any remaining Effective Date Available Cash following the allocations set forth in the first sentence of Section 5.10(i) of this Plan, in each case to an account of the Avon Liquidation Trust to fund the ALT Operating Reserve. The Liquidating Trustee shall, in the name of the Avon Liquidation Trust, establish a separate account for the ALT Operating Reserve. Periodically, until the ALT

Termination Date, the Liquidating Trustee will replenish the ALT Operating Reserve in accordance with Section 5.10(ii) of this Plan to the extent deemed necessary by the Liquidating Trustee to satisfy and pay estimated future ALT Operating Expenses.

(vi) **Administrative Obligations and Assumption of Liabilities.** In furtherance of the purposes of the Avon Liquidation Trust, and subject to the ALT Documents, the Avon Liquidation Trust shall, as of the Effective Date, expressly (a) assume all responsibility and liability for all (1) Professional Fee Claims, (2) Administrative Expense Claims, Secured Claims, and Priority Claims, (3) Non-Electing General Unsecured Claims, (4) Electing General Unsecured Claims, (5) Talc Claims, and (6) ALT Operating Expenses, and (b) undertake to administer and pay the foregoing with funds designated to (1) the Professional Fee Escrow Account, (2) the Priority Reserve, (3) the GUC Recovery Fund, (4) the Special Electing GUC Recovery Fund, (5) the TC Recovery Fund, and (6) the ALT Operating Reserve, respectively. In addition, the Avon Liquidation Trust shall, as of the Effective Date, assume sole and exclusive responsibility and liability for all liabilities of the Liquidating Debtors arising after the Effective Date, and such liabilities shall be liquidated, resolved, or paid by the Avon Liquidation Trust from the ALT Operating Reserve. The Avon Liquidation Trust shall have all defenses, cross-claims, offsets, and recoupments regarding Claims or post-Effective Date liabilities that the Debtors or the Liquidating Debtors have, or would have had, under applicable law; *provided, however*, that no such claims, defenses, or rights may be asserted against the Debtors or the Liquidating Debtors.

(vii) **Payment to Holders of Talc Claims.** Talc Claims will be administered and liquidated pursuant to the Plan and the Trust Distribution Procedures, as applicable. After such Claims are Allowed by the Liquidating Trustee, the Liquidating Trustee shall make Distributions to each holder of an Allowed Talc Claim from the TC Recovery Fund, at such time as determined by the Liquidating Trustee in accordance with the treatments set forth in this Plan and the Trust Distribution Procedures. Distributions from the TC Recovery Fund shall be the sole source of recovery for holders of Allowed Talc Claims on account of such Claims, and no holder of a Talc Claim shall have any further recourse from the Avon Liquidation Trust, the Debtors, the Liquidating Debtors, or their Estates.

(viii) **ALT Trust Advisory Committee.** The composition of the ALT Trust Advisory Committee will be set forth in the Plan Supplement. The ALT Trust Advisory Committee shall have nine (9) members, initially selected by the Creditors' Committee, with the consent of the Debtors (not to be unreasonably withheld), by the Plan Supplement Filing Deadline and, thereafter, pursuant to the ALT Documents.

The ALT Trust Advisory Committee shall have such rights and powers relating to the supervision of the Avon Liquidation Trust as set forth in the ALT Documents, which rights and powers shall include consent rights over (a) any Insurance Settlement Agreement and (b) any settlement of Retained Causes of Action.

(ix) **Reporting to ALT Trust Advisory Committee.** To the extent reasonably requested by the ALT Trust Advisory Committee, the Liquidating Trustee shall provide the following reporting to the ALT Trust Advisory Committee: (a) the status of the claims reconciliation process; (b) the determination and any re-determination, as applicable, of the total amounts of Cash in each of the Priority Reserve, the GUC Recovery Fund, the Special Electing

GUC Recovery Fund, the TC Recovery Fund, and the ALT Operating Reserve; and (c) such other reasonable information supporting the determinations and re-determination, as applicable, described in subsection (b).

(x) **Institution and Maintenance of Legal and Other Proceedings.**

As of the Effective Date, the Avon Liquidation Trust shall be empowered to initiate, prosecute, defend, and resolve all legal actions and other proceedings related to any ALT Asset or liability of the Avon Liquidation Trust. The Avon Liquidation Trust shall be empowered to initiate, prosecute, defend, and resolve all such actions in the name of the Debtors or the Liquidating Debtors, as applicable, if deemed necessary or appropriate by the Liquidating Trustee. The Avon Liquidation Trust shall be responsible for the payment of all damages, awards, judgments, settlements, expenses, costs, fees, and other charges incurred subsequent to the Effective Date arising from, or associated with, any legal action or other proceeding brought pursuant to this Section 5.4 of the Plan and shall pay or reimburse all deductibles, retrospective premium adjustments, or other charges which may arise from the receipt of any Insurance Proceeds by the Avon Liquidation Trust (to the extent required under applicable law and the Insurance Policies). For the avoidance of doubt, the Avon Liquidation Trust, pursuant to section 1123(b)(3)(B) of the Bankruptcy Code and applicable state corporate law, is appointed as the successor-in-interest to, and representative of, the Debtors and their Estates for the retention, enforcement, settlement, or adjustment of all Claims, including General Unsecured Claims and Talc Claims.

(xi) **GUC Administration Completion Date.** Upon the GUC Administration Completion Date, (a) any Cash remaining in the GUC Recovery Fund (which, for the avoidance of doubt, shall equal the GUC Recovery Fund Final Excess Portion) shall be deemed Post-Effective Date Available Cash and (b) the GUC Recovery Fund shall be dissolved.

(xii) **Dissolution.** The Avon Liquidation Trust shall be dissolved, and the Liquidating Trustee and the ALT Trust Advisory Committee shall be discharged from their duties with respect to the Avon Liquidation Trust, on the ALT Termination Date, upon completion of their duties as set forth in this Plan and the ALT Documents. Subject to this Section 5.4(xii) of the Plan, the ALT Termination Date shall be no earlier than the GUC Administration Completion Date and the date on which (a) all Talc Claims that were submitted to the Avon Liquidation Trust with the required filing fee on or prior to the date that is one (1) year following the date the Avon Liquidation Trust makes available to holders of Talc Claims a proof of claim form and instructions for filing a Talc Claim with the Avon Liquidation Trust have been reviewed by the Avon Liquidation Trust and, if approved, been afforded an opportunity to execute and return a properly executed release pursuant to Section 3.2 of the Trust Distribution Procedures, (b) all ALT Assets have been liquidated, and (c) all Distributions from the Avon Liquidation Trust required to be made by the Liquidating Trustee under the Plan and the ALT Documents have been made, unless dissolution on an earlier date is authorized pursuant to a Final Order of the Bankruptcy Court. Upon the ALT Termination Date, in accordance with the Plan and the Trust Distribution Procedures, (1) any Cash remaining in the ALT Operating Reserve shall be allocated to the TC Recovery Fund and the Special Electing GUC Recovery Fund in accordance with the applicable Available Cash Allocation Percentages and (2) any Cash remaining in the TC Recovery Fund and the Special Electing GUC Recovery Fund shall be distributed to holders of Allowed Talc Claims and Allowed Electing General Unsecured Claims, respectively. Notwithstanding the forgoing, in no event shall the Liquidation Trust be dissolved later than five (5) years from the date the Avon

Liquidation Trust is established unless the Bankruptcy Court, upon motion made within the six (6) month period before such fifth (5th) anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made at least six (6) months before the end of the preceding extension), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Liquidating Trustee that any further extension would not adversely affect the status of the trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the ALT Assets.

(xiii) **United States Federal Income Tax Treatment of Avon Liquidation Trust.** In furtherance of this Section 5.4 of the Plan: (a) the Avon Liquidation Trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulation Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684 and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Internal Revenue Code with respect to the holders of beneficial interests in the Avon Liquidation Trust, consistent with the terms of the Plan; (b) the sole purpose of the Avon Liquidation Trust shall be the liquidation and distribution of the ALT Assets in accordance with Treasury Regulation Section 301.7701-4(d), including the resolution of Claims in accordance with this Plan, with no objective to continue or engage in the conduct of a trade or business; (c) all parties (including the Debtors, their Estates, the Liquidating Debtors, holders of beneficial interests in the Avon Liquidation Trust, and the Liquidating Trustee) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of beneficial interests in the Avon Liquidation Trust, followed by the deemed transfer of such Assets to the Avon Liquidation Trust); (d) all parties shall report consistently with the valuation of the ALT Assets transferred to the Avon Liquidation Trust as determined by the Liquidating Trustee (or its designee); (e) the Liquidating Trustee shall be responsible for filing returns for the Avon Liquidation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a); and (f) the Liquidating Trustee shall annually send to each holder of beneficial interests in the Avon Liquidation Trust a separate statement regarding the receipts and expenditures of the Avon Liquidation Trust as relevant for United States federal income tax purposes.

(xiv) Subject to definitive published guidance from the IRS or a decision of a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee may (a) timely elect to treat the Special Electing GUC Recovery Fund and any portion of the Avon Liquidation Trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation Section 1.468B-9 (and make any appropriate elections), (b) file such tax returns (including the filing of a separate tax return for any “disputed ownership fund”) and pay such taxes as may be required consistent with such treatment, and (c) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, all parties (including the Debtors, their Estates, the Liquidating Debtors, holders of beneficial interests in the Avon Liquidation Trust, and the Liquidating Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing.

(xv) The TC Recovery Fund is intended to be treated, and shall be reported, as a “qualified settlement fund” for United States federal income tax purposes and shall be treated consistently for state and local tax purposes, to the extent applicable. Notwithstanding the preceding paragraphs, in addition to the TC Recovery Fund, all or part of the Avon Liquidation Trust may be treated (now or in the future) as a “qualified settlement fund” within the meaning of, and as required by, Treasury Regulation Section 1.468B-1. If the Avon Liquidation Trust or any portion thereof is treated as a qualified settlement fund, it shall be treated consistently for state and local tax purposes, to the extent applicable and the Liquidating Trustee and all holders of beneficial interests in the Avon Liquidation Trust shall report consistently with the foregoing. The Liquidating Trustee shall be the “administrator,” within the meaning of Treasury Regulation Section 1.468B-2(k)(3), of any such qualified settlement fund. The Liquidating Trustee shall be responsible for filing all tax returns of the qualified settlement fund and the payment, out of the assets of the qualified settlement fund, of any taxes due with respect to trust assets or otherwise imposed on the qualified settlement fund (including any tax liability arising in connection with the distribution of trust assets), and shall be permitted to sell any assets of the qualified settlement fund to the extent necessary to satisfy such tax liability (including any tax liability arising in connection with such sale).

(xvi) To the maximum extent permitted by law, for all applicable tax purposes: (i) a portion of the Insurance Rights and ALT Operating Reserve Amount shall be treated as contributed by the Debtors to each of the TC Recovery Fund and Special Electing GUC Recovery Fund as of the Effective Date, with such portion determined based upon the Liquidating Trustee’s best estimate of the Available Cash Allocation Percentage as of the Effective Date and the entitlements of the TC Recovery Fund and the Special Electing GUC Recovery Fund pursuant to this Plan and (ii) any allocation or reallocation of Cash in accordance with the terms of this Plan to the TC Recovery Fund or the Special Electing GUC Recovery Fund shall be treated as relating back to the original transfer by the Debtors described in the foregoing clause (i), and/or as a transfer made on behalf of the applicable Debtor to the TC Recovery Fund or the Special Electing GUC Recovery Fund (as applicable). All parties (including the Debtors, their Estates, the Liquidating Debtors, holders of beneficial interests in the Avon Liquidation Trust, and the Liquidating Trustee) shall report consistently with such treatment.

(xvii) **Expedited Determination of Taxes.** The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the Avon Liquidation Trust (including, for the avoidance of doubt, any tax return with respect to any “disputed ownership fund” or “qualified settlement fund” established hereunder) through the ALT Termination Date, and for all tax returns filed by or on behalf of the Debtors or the Liquidating Debtors for all taxable periods of the Debtors and the Liquidating Debtors.

5.5 Section 1145 Exemption; Non-Transferability of Rights.

(i) The issuance of the New Parent Interest to the Avon Liquidation Trust pursuant to this Plan shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy Code.

(ii) Any right to receive a Distribution from the Avon Liquidation Trust will not, and is not intended to, constitute “securities” and, accordingly, will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such right to receive such Distributions constitute “securities,” the exemption provisions of section 1145 of the Bankruptcy Code will be satisfied and the offer and sale under the Plan of such right will be exempt from registration under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations. Any such right to receive such Distributions (and the underlying Claim giving rise thereto) shall not: (a) be voluntarily or involuntarily, directly or indirectly, assigned, conveyed, hypothecated, pledged, or otherwise transferred or traded; (b) be evidenced by a certificate or other instrument; and (c) possess any voting rights with respect to the Avon Liquidation Trust or otherwise.

5.6 Insurance Provisions.

(i) Except for the transfer of rights to the Avon Liquidation Trust pursuant to the Insurance Rights Transfer, or as otherwise provided by the Bankruptcy Code, applicable law, the findings made by the Bankruptcy Court in the Confirmation Order, nothing in the Plan, the Plan Documents, or the Confirmation Order shall modify, amend, or supplement, or be interpreted as modifying, amending, or supplementing, the terms and conditions of any Insurance Policy issued by any Non-Settling Insurance Company, or the rights or obligations under any such Insurance Policy to the extent such rights and obligations are otherwise available under applicable law. The rights and obligations, if any, of any Non-Settling Insurance Company relating to or arising out of the Plan Documents, including the Plan, the Confirmation Order, or any provision thereof, shall be determined pursuant to the terms and provisions of the Insurance Policies and applicable law.

(ii) Notwithstanding anything to the contrary, nothing in the Plan, the Plan Documents, or the Confirmation Order constitutes or shall be deemed to be a finding or conclusion that any Insurance Policy exists or provides coverage to the Debtors, the Liquidating Debtors, or any other Person.

(iii) Notwithstanding anything to the contrary, nothing in the Plan, the Plan Documents, or the Confirmation Order shall constitute or be deemed to be a finding or conclusion as to whether or not any Non-Settling Insurance Company is obligated to provide coverage for, or pay, the amount determined under the Trust Distribution Procedures for any Allowed Talc Claim or any other amount.

(iv) No provision of the Plan, other than those provisions contained in the applicable injunctions contained in Article X of the Plan, shall be interpreted to affect or limit the protections afforded to any Settling Insurance Company by the Plan Injunction and the Insurance Entity Injunction.

(v) Nothing in this Section 5.6 of the Plan is intended or shall be construed to preclude otherwise applicable principles of res judicata or collateral estoppel from being applied against any Person.

5.7 Indemnification of Liquidating Trustee.

The Liquidating Trustee shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or inactions in its capacity as, or on behalf of, the Liquidating Trustee, the Avon Liquidation Trust, or the Liquidating Debtors, except for any actions or inactions found by Final Order to be arising out of its willful misconduct, bad faith, gross negligence, or fraud. Any valid indemnification claim of the Liquidating Trustee shall be satisfied from the ALT Operating Reserve.

5.8 Cooperation; Privilege; Access to Books and Records.

(i) To investigate, prosecute, compromise, and/or settle the Insurance Rights and Retained Causes of Action on behalf of the Avon Liquidation Trust, on or prior to the Effective Date, subject to the Sale Order and the Stock and Asset Purchase Agreement, the following information or documents in the possession of the Debtors or the Liquidating Debtors, as applicable, as of the Effective Date shall be deemed transferred and assigned by the Liquidating Debtors to the Liquidating Trustee: (a) copies of all Insurance Policies; (b) information and copies of documents, including books and records of the Debtors (in electronic and physical form), that reasonably relate to any claims previously noticed, tendered or submitted or paid by any Insurance Company under the Insurance Policies to the extent that they (1) relate to periods ending on or before the Effective Date and (2) reasonably necessary to enable the Liquidating Trustee to perform its duties; and (c) other information and copies of all other documents (in electronic and physical form), including books and records of the Debtors that are reasonably necessary to preserve, secure or obtain the benefit of the Insurance Rights Transfer. Prior to the Effective Date, the Debtors and the Creditors' Committee shall coordinate in good faith to determine a process for obtaining information or documents specified in the preceding sentence from the Debtors' current and former insurance coverage counsel and transfer and assign such information or documents to the Liquidating Trustee by the Effective Date.

(ii) The Liquidating Trustee, on behalf of the Avon Liquidation Trust, shall succeed to the Debtors as parties to any transition services agreement executed by the Debtors in connection with the Sale Order and the Stock and Asset Purchase Agreement.

(iii) The transfer of documents and production of information to the Liquidating Trustee in accordance with this Section 5.8 of the Plan shall not result in the destruction or waiver of any applicable Privileges held by the Debtors or the Liquidating Debtors as of the Effective Date. Further, with respect to any such Privileges: (a) they are extended solely to the Liquidating Trustee and its counsel, retained professionals, and representatives for the limited purpose of allowing the Liquidating Trustee to perform its duties to administer the Avon Liquidation Trust and for no other reason; (b) they are not extended to the Avon Liquidation Trust, the ALT Trust Advisory Committee, or any other Person, committee, or subcomponent of the Avon Liquidation Trust, or any other Person (including counsel and other professionals) who has been engaged by, represents, or has represented any holder of a Claim or any Person that alleges or may allege a Claim, directly or indirectly, relating to, or arising from, the Debtors' Products or operations; and (c) they shall be preserved and not waived (except the Liquidating Trustee may elect to waive such Privileges held by the Liquidating Trustee). For the avoidance of doubt, (1) any such extension of Privileges shall have no effect on any right, Claim, or Privilege of any Person

other than the Debtors or the Liquidating Debtors (including the board of directors or any committee of the board of directors of any of the Debtors or Liquidating Debtors), (2) no information subject to a Privilege shall be publicly disclosed by the Liquidating Trustee or communicated to any Person not entitled to receive such information or in a manner that would diminish the protected status of any such information, except following a waiver of such Privilege pursuant to subsection (c) above, and (3) nothing in this Plan or any order of the Bankruptcy Court shall prevent a waiver by the Liquidating Trustee of Privileges to the extent held by the Liquidating Trustee. Notwithstanding the foregoing, nothing herein shall preclude the Liquidating Trustee from providing (x) information received pursuant to this Section 5.8 of the Plan to any applicable Insurance Company as necessary to preserve, secure, or obtain the benefit of the applicable Insurance Rights and (y) Privileged documents and information to the ALT Trust Advisory Committee as reasonably necessary to allow the ALT Trust Advisory Committee to exercise its consent rights under Section 5.4(viii) of the Plan; *provided, however*, that the provision of any such documents and information to the ALT Trust Advisory Committee shall not result in any waiver or destruction of any Privilege.

5.9 [Reserved].

5.10 Available Cash.

(i) **Effective Date Available Cash.** On the Effective Date, Effective Date Available Cash shall be allocated to: (a) first, (1) the Professional Fee Escrow Account in an amount necessary to satisfy Professional Fee Claims in accordance with Section 2.4 of this Plan, (2) the Priority Reserve to satisfy estimated Allowed Administrative Expense Claims (excluding Professional Fee Claims), Secured Claims, and Priority Claims, and (3) any Unsecured 2043 Notes Fees and Expenses payable in accordance with Section 12.16(i) of this Plan; (b) second, the ALT Operating Reserve in an amount equal to the ALT Operating Reserve Amount; and (c) third, the GUC Recovery Fund in an amount equal to the GUC Recovery Fund Amount. Any remaining Cash following the allocations described in the foregoing sentence shall be allocated to the ALT Operating Reserve.

(ii) **Post-Effective Date Available Cash.** Post-Effective Date Available Cash shall be allocated to: (a) first, the Priority Reserve to the extent necessary, in the sole discretion of the Liquidating Trustee, to satisfy Allowed (1) Administrative Expense Claims (excluding Professional Fee Claims), (2) Secured Claims, and (3) Priority Claims; (b) second, the ALT Operating Reserve to the extent necessary, in the sole discretion of the Liquidating Trustee, to satisfy estimated ALT Operating Expenses; and (c) third, the TC Recovery Fund and the Special Electing GUC Recovery Fund in accordance with the applicable Available Cash Allocation Percentages; *provided, however*, that to the extent (x) Post-Effective Date Available Cash is allocated in accordance with the Available Cash Allocation Percentages based on the Liquidating Trustee's best estimates of the aggregate amounts of Allowed Electing General Unsecured Claims and/or Allowed Talc Claims and (y) such best estimates are thereafter reasonably re-determined by the Liquidating Trustee or are otherwise different than the actual aggregate amounts of Allowed Electing General Unsecured Claims and/or Allowed Talc Claims, the Liquidating Trustee shall use best efforts to subsequently reallocate Cash in the TC Recovery Fund and the Special Electing GUC Recovery Fund in accordance with such re-determined estimated or actual aggregate amounts of Allowed Electing General Unsecured Claims and/or Allowed Talc Claims.

5.11 Surplus Reserved Cash.

The Liquidating Trustee shall determine, on each six-month (6-month) anniversary of the Effective Date, whether the amounts available in the Priority Reserve and the ALT Operating Reserve are in excess of the amounts necessary to satisfy the purpose for which each such reserve was established, respectively. If the Liquidating Trustee determines in its reasonable discretion that a surplus exists in the Priority Reserve or the ALT Operating Reserve, as of the date of such determination, such surplus Cash shall become Post-Effective Date Available Cash. Following the dissolution of the Priority Reserve, any Cash that was held therein shall be deemed Post-Effective Date Available Cash. Upon the ALT Termination Date, in accordance with the Plan and the Trust Distribution Procedures, any Cash remaining in the ALT Operating Reserve shall be (i) allocated to the TC Recovery Fund and the Special Electing GUC Recovery Fund in accordance with the applicable Available Cash Allocation Percentages and (ii) distributed to holders of Allowed Talc Claims and Allowed Electing General Unsecured Claims, respectively.

5.12 Charters; By-Laws.

To the extent necessary or appropriate, the charters, by-laws, and other organizational documents of the Debtors shall be amended, or amended and restated as necessary, in a manner consistent with section 1123(a)(6) of the Bankruptcy Code, if applicable, and the terms of this Plan.

5.13 Effectuating Documents; Further Transactions.

(i) On or as soon as practicable after the Effective Date, the Liquidating Trustee shall take such actions as may be or become necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the winding up and dissolution of the Liquidating Debtors, including: (a) the Trust Formation Transactions; (b) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, financing, conversion, disposition, transfer, dissolution, transition services, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may determine; (c) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (d) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; (e) the issuance of securities, all of which shall be authorized and approved in all respects, in each case, without further action being required under applicable law, regulation, order, or rule; (f) the execution, delivery, or filing of contracts, instruments, releases, and other agreements to effectuate and implement the Plan without the need for any approvals, authorizations, actions, or consents; (g) such other transactions to implement the Plan and the winding up and dissolution of the Liquidating Debtors in a tax efficient manner for the Debtors and the Avon Liquidation Trust, as determined by the Liquidating Trustee in its reasonable discretion given the totality of the circumstances; and (h) all other actions that the applicable Entities determine to be necessary or appropriate.

(ii) Each officer, manager, or member of the board of directors of the Debtors is (and each officer, manager, or member of the board of directors of the Liquidating Trustee, if applicable, shall be) authorized and directed to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, indentures, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the securities issued pursuant to the Plan in the name of, and on behalf of, the Avon Liquidation Trust, all of which shall be authorized and approved in all respects, in each case, without the need for any approvals, authorization, consents, or any further action required under applicable law, regulation, order, or rule (including any action by the stockholders or directors or managers of the Debtors, or the Avon Liquidation Trust) except for those expressly required pursuant to the Plan.

(iii) All matters provided for herein involving the corporate structure of the Debtor or the Avon Liquidation Trust, to the extent applicable, or any corporate or related action required by the Debtors or the Avon Liquidation Trust in connection herewith shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stockholders, members, or directors or managers of the Debtors and with like effect as though such action had been taken unanimously by the stockholders, members, directors, managers, or officers, as applicable, of the Debtors or the Avon Liquidation Trust. For the avoidance of doubt, after the Effective Date, the Avon Liquidation Trust shall be responsible for terminating and winding down any remaining retirement benefit plans.

5.14 Closing of Chapter 11 Cases.

After a Debtor's or Liquidating Debtor's Estate has been fully administered, the Liquidating Trustee shall seek authority from the Bankruptcy Court to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules.

5.15 Separability.

Notwithstanding the combination of the separate plans of liquidation for the Debtors set forth in the Plan for purposes of economy and efficiency, the Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

ARTICLE VI DISTRIBUTIONS.

6.1 Distributions Generally.

The Disbursing Agent shall make all Distributions to the appropriate holders of Allowed Claims and in accordance with the terms of this Plan. Except as otherwise provided herein, Distributions under this Plan shall be made only to the holders of Allowed Claims.

6.2 Distributions on Effective Date or as Soon as Reasonably Practicable Thereafter.

The Disbursing Agent shall make Distributions, as applicable, on the Effective Date, or as soon as reasonably practicable thereafter, of Cash:

(i) in the Professional Fee Escrow Account to holders of Allowed Professional Fee Claims in accordance with Section 2.4 of this Plan;

(ii) in the Priority Reserve to holders of (a) Allowed Administrative Expense Claims (excluding Professional Fee Claims), (b) Allowed Secured Claims, and (c) Allowed Priority Claims, as applicable, to the extent Allowed as of the Effective Date; and

(iii) in the GUC Recovery Fund to holders of Non-Electing General Unsecured Claims, to the extent Allowed as of the Effective Date, in accordance with Sections 4.3 and 5.10(i) of this Plan.

6.3 Periodic Distributions from Priority Reserve, GUC Recovery Fund, Special Electing GUC Recovery Fund, and TC Recovery Fund.

The Disbursing Agent shall make Distributions, as applicable, in the frequency determined in the Liquidating Trustee's discretion pursuant to this Plan and the Trust Distribution Procedures, as applicable, of Cash:

(i) in the Priority Reserve to holders of (a) Allowed Administrative Expense Claims (excluding Professional Fee Claims), (b) Allowed Secured Claims, and (c) Allowed Priority Claims, as applicable, to the extent Allowed after the Effective Date;

(ii) in the GUC Recovery Fund to (a) holders of Non-Electing General Unsecured Claims, to the extent Allowed after the Effective Date, in accordance with Section 4.3 of this Plan and (b) as Disputed General Unsecured Claims are resolved, resulting in additional funds being available in the GUC Recovery Fund for holders of Allowed General Unsecured Claims, to holders of previously Allowed Non-Electing General Unsecured Claims on account of their Non-Electing General Unsecured Claim Distributions in accordance with Section 4.3 of this Plan;

(iii) in the Special Electing GUC Recovery Fund to holders of Allowed Electing General Unsecured Claims in accordance with Section 4.3 of this Plan and the Trust Distribution Procedures; and

(iv) in the TC Recovery Fund to holders of Allowed Talc Claims in accordance with Section 4.4 of this Plan and the Trust Distribution Procedures.

6.4 Date of Distributions.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the

performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.5 Disbursing Agent.

All Distributions under the Plan by the Avon Liquidation Trust shall be made by the Disbursing Agent on and after the Effective Date as provided herein. The Disbursing Agent shall be deemed to hold all property to be distributed under this Plan in trust for the Persons entitled to receive the same. The Disbursing Agent shall not hold an economic or beneficial interest in the property to be distributed under this Plan. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

6.6 Rights and Powers of Disbursing Agent.

The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan, (ii) make all Distributions contemplated by the Plan, (iii) employ professionals to represent it with respect to its responsibilities, and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of the Plan.

The Disbursing Agent shall only be required to act and make Distributions in accordance with the terms of the Plan and the applicable ALT Documents and shall have no liability for actions taken in accordance with the Plan and the applicable ALT Documents or in reliance upon information provided to it in accordance with the Plan or obligation or liability for Distributions under the Plan to any party that does not hold an Allowed Claim at the time of Distribution or that does not otherwise comply with the terms of the Plan; *provided, however*, that the foregoing shall not affect the liability that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, intentional fraud, or criminal conduct of any such Person.

6.7 Expenses of Disbursing Agent.

Except as otherwise ordered by the Bankruptcy Court, any reasonable fees and expenses incurred by the Disbursing Agent acting in such capacity on or after the Effective Date shall be paid in Cash by the Avon Liquidation Trust from the ALT Operating Reserve.

6.8 Delivery of Distributions in General.

Subject to Bankruptcy Rule 9010, all Distributions to any holder of an Allowed Claim shall be made at the address of such holder (i) as set forth on the Schedules filed with the Bankruptcy Court or (ii) on the books and records of the Debtors or their agents, as applicable, unless the Debtors (prior to the Effective Date) or the Liquidating Trustee (on or after the Effective Date) has been notified in writing of a change of address, including the filing of a proof of Claim by such holder that contains an address for such holder that is different than the address of such holder as set forth in the Schedules.

6.9 Delivery of Distributions to Unsecured 2043 Noteholders.

Distributions to holders of Unsecured 2043 Notes shall be made in exchange for such Unsecured 2043 Notes. All Distributions with respect to the Unsecured 2043 Notes that are Non-Electing General Unsecured Claims shall be made to the Bond Trustee, or to DTC upon the written consent of the Bond Trustee, but in each case subject to the Bond Trustee's rights under the Unsecured 2043 Notes Documents, including Sections 5.06 and 6.07 of the Unsecured 2043 Notes Indenture, for onward distribution to the applicable Unsecured 2043 Noteholders through DTC. The Liquidating Trustee shall make at least one interim Distribution with respect to Unsecured 2043 Notes Claims that are Non-Electing General Unsecured Claims within thirty (30) days after the Effective Date and subsequent Distribution(s) as soon as reasonably practicable after giving effect to the claims reconciliation process for all other Non-Electing General Unsecured Claims. In connection with such Distribution(s), the Debtors, in consultation with the Bond Trustee, shall implement Distribution(s) consistent with the previously completed DTC Election Process. The Bond Trustee shall be entitled to conclusively rely on the DTC Election Process for all purposes, including in connection with any Distribution relating to the Unsecured 2043 Notes Documents, the Unsecured 2043 Notes Claims, or the Unsecured 2043 Noteholders.

As a condition precedent to the Distributions provided for in this subsection, but subject to the DTC Election Process, the Unsecured 2043 Noteholders shall be deemed to have surrendered their Unsecured 2043 Notes, book entry positions related to such notes and other documentation underlying such notes, and all such surrendered Unsecured 2043 Notes, book entry positions and other documents shall be deemed to be cancelled in accordance with Section 5.2 of the Plan as of the Effective Date in exchange for such Distributions. With respect to each Distribution to be made to the Unsecured 2043 Noteholders, the Bond Trustee's facilitation of such Distribution shall be discharged and deemed satisfied upon DTC's receipt of such Distribution.

6.10 Undeliverable and Unclaimed Distributions.

In the event that any Distribution to any holder of an Allowed Claim is returned as undeliverable, no Distribution to such holder shall be made unless and until the Disbursing Agent has been notified of the then-current address of such holder, at which time or as soon as reasonably practicable thereafter such Distribution shall be made to such holder without interest; *provided, however*, that all Distributions under the Plan that are unclaimed for a period of ninety (90) calendar days after the Distribution thereof shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and revert in the Avon Liquidation Trust, and any entitlement of any holder of any Claims to such Distributions shall be extinguished and forever barred.

6.11 Time Bar to Cash Payments.

Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within one hundred and twenty (120) calendar days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the Avon Liquidation Trust, and any Claim in respect of such voided check shall be forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-

issuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check was originally issued.

6.12 Distribution Record Date.

Subject to the terms of the Trust Distribution Procedures with respect to Talc Claims, as of the close of business on the Distribution Record Date, the Claims register shall be closed. Other than with respect to honoring the DTC Election Process for Unsecured 2043 Noteholders that are holders of Electing General Unsecured Claims, the Liquidating Trustee shall have no obligation to recognize any transfer of any such Claims occurring after the close of business on the Distribution Record Date and shall instead be entitled to recognize and deal, for all purposes under the Plan, with only those holders of record as of the close of business on the Distribution Record Date.

6.13 Manner of Payment Under Plan.

At the option of the Disbursing Agent, any Cash payment to be made pursuant to the Plan may be made by a check or wire transfer or as otherwise required or provided in the ALT Documents or customary practices of the Debtors.

6.14 Minimum Cash Distributions.

The Disbursing Agent shall not be required to make any Distributions of Cash less than \$100, or such lower amount as determined by the Disbursing Agent in accordance with the ALT Documents, to any holder of an Allowed Claim; *provided, however*, that if any Distribution is not made pursuant to this Section 6.14 of the Plan, such Distribution shall be added to any subsequent Distribution to be made on behalf of the holder's Allowed Claims. The Disbursing Agent shall not be required to make any final Distribution of Cash less than \$25 to any holder of an Allowed Claim. If the amount of any final Distribution to any holder of Allowed Claims would be \$25 or less, then such Distribution shall be made available for Distribution to all holders of Allowed Claims receiving final Distributions of at least \$25.

6.15 Setoffs and Recoupment.

Subject to Section 2.2 and Sections 10.4 through 10.8 of the Plan, the Liquidating Trustee may, but shall not be required to, setoff against, or recoup from, any Claim and from any payments to be made pursuant to the Plan with respect to such Claim or any claims of any nature whatsoever (to the extent permitted by applicable law) that the Debtors or the Liquidating Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors, the Liquidating Debtors, or the Liquidating Trustee of any such Claim the Debtors, the Liquidating Debtors, or the Liquidating Trustee may have against such claimant.

6.16 Distributions After Effective Date.

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date, but which later become Allowed Claims, shall be deemed to have been made on the Effective Date.

6.17 Interest and Penalties on Claims.

Unless otherwise provided for in the Plan, the Confirmation Order, or required by applicable bankruptcy law, no holder of a Claim shall be entitled to interest accruing on or after the Petition Date or penalties on any Claim. Any such interest or penalty component of any such Claims, if Allowed, shall be paid only in accordance with section 726(b) of the Bankruptcy Code.

6.18 Allocation of Distributions Between Principal and Interest.

Except as otherwise required by law (as reasonably determined by the Liquidating Trustee), Distributions with respect to any Allowed Claims shall be allocated first to the principal amount of such Allowed Claims (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

6.19 No Distribution in Excess of Amount of Allowed Claim.

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Distributions in excess of the Allowed amount of such Claim when combined with amounts received by such holders from other sources.

6.20 Satisfaction of Claims.

Unless otherwise provided herein, the Distributions and deliveries to be made on account of Allowed Claims under this Plan shall, in the aggregate, be in complete and final satisfaction, settlement, and release of, and exchange for, such Allowed Claims.

6.21 Withholding and Reporting Requirements.

(i) **Withholding Rights.** In connection with the Plan, and all instruments or Interests issued in connection therewith and in consideration thereof, any party issuing any instrument or making any distribution described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and either (a) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax) or (b) pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to the preceding sentence shall be deemed to have been distributed to, and received by, the applicable recipient for all purposes of the Plan. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including income, withholding, and other taxes, on account of such distribution. In the event that any party issues any instrument or makes any non-Cash distribution pursuant to the Plan that is subject to withholding tax and such issuing or distributing party has not sold such withheld property to generate Cash to pay the withholding tax, or paid the withholding

tax using its own funds and retains such withheld property as described above, such issuing or distributing party has the right, but not the obligation, to not make a distribution until such holder has made arrangements reasonably satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(ii) **Forms.** Any party entitled to receive any property as an issuance or Distribution under the Plan shall, upon request, deliver to the Disbursing Agent or such other Person designated by the Liquidating Debtors or the Liquidating Trustee (which Person shall subsequently deliver to the Disbursing Agent or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or Form W-8, as applicable, and any other forms or documents reasonably requested by the Liquidating Debtors or the Liquidating Trustee to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If any such request is made by the Liquidating Debtors or the Liquidating Trustee, the Disbursing Agent, or such other Person designated by the Liquidating Debtors, the Liquidating Trustee, and the holder fails to comply before the date that is sixty (60) calendar days after the request is made, the amount of such Distribution shall irrevocably revert to the Avon Liquidation Trust and any Claim with respect to such Distribution shall be forever barred from assertion against the Avon Liquidation Trust or its property.

(iii) **Obligation.** Notwithstanding the above, each holder of an Allowed Claim that is to receive a Distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution.

ARTICLE VII PROCEDURES FOR DISPUTED CLAIMS.

7.1 Disputed Claims.

All Disputed Claims against the Debtors, other than Talc Claims and Administrative Expense Claims, shall be subject to the provisions of this Article VII. All Talc Claims shall be resolved by the Avon Liquidation Trust in accordance with the Trust Distribution Procedures without further approval of the Bankruptcy Court. All Administrative Expense Claims shall be determined pursuant to, and, if Allowed, paid in accordance with, Article II of the Plan.

7.2 Claim Objections.

Subject to Section 5.6 of this Plan, on or after the Effective Date, except as otherwise provided herein, objections to Claims against the Debtors may be interposed and prosecuted only by the Liquidating Trustee. Any objections to Claims shall be served on the respective Claim holder and filed with the Bankruptcy Court (i) on or before one-hundred eighty (180) calendar days following the later of (a) the Effective Date and (b) the date that a proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim or (ii) on such later date as may be fixed by the Bankruptcy Court; *provided, however*, and notwithstanding anything herein or in the Confirmation Order to the

contrary, objections to any Talc Claims shall be interposed, prosecuted, or otherwise administered solely pursuant to, and in accordance with, the Trust Distribution Procedures.

7.3 No Distribution Pending Allowance.

Notwithstanding any other provision in the Plan, if any portion of a Claim is Disputed, no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

7.4 Estimation of Claims.

The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Disputed Claim that the Bankruptcy Court has jurisdiction to estimate in accordance with the Bankruptcy Code or other applicable law regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates a Disputed Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceeding to object to any ultimate Distribution on account of such Claim.

7.5 Distribution After Allowance.

After such time as a Disputed Claim becomes, in whole or in part, an Allowed Claim, the holder thereof shall be entitled to Distributions, if any, to which such holder is then entitled as provided in this Plan on account of such Allowed Claim, without interest, as provided in Section 7.8 of this Plan. Such Distributions shall be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim (or portion thereof) becomes a Final Order.

7.6 Resolution of Claims.

Except as expressly provided herein or in any order entered in the Chapter 11 Cases before the Effective Date, including the Confirmation Order, the Avon Liquidation Trust and the Liquidating Trustee (on or after the Effective Date) shall have and retain any and all rights and defenses held by the Debtors with respect to any Claim as of the Petition Date. On and after the date(s) upon which the Avon Liquidation Trust are established, in accordance with the Plan and the applicable ALT Documents, the Liquidating Trustee shall have the authority to compromise, settle, otherwise resolve, or withdraw any objections to Claims against the Debtors and the Liquidating Debtors and to compromise, settle, or otherwise resolve any Disputed Claims without approval of the Bankruptcy Court. If the Liquidating Trustee and a holder of a Disputed Claim are unable to reach a settlement on the Disputed Claim, such Disputed Claim shall be submitted to the Bankruptcy Court for resolution.

7.7 Claims Resolution Procedures Cumulative.

All of the objection, estimation, settlement, and resolution procedures set forth in this Plan are intended to be cumulative and not exclusive of one another. Claims may be established and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan by any mechanism approved by the Bankruptcy Court.

7.8 Interest.

To the extent that a Disputed Claim becomes an Allowed Claim after the Effective Date, the holder of such Claim shall not be entitled to any interest that accrued thereon from and after the Effective Date, except as provided in Section 6.17 of this Plan.

ARTICLE VIII EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 Assumption and Rejection of Executory Contracts and Unexpired Leases.

(i) As of and subject to the occurrence of the Effective Date, except as otherwise provided in the Plan, each executory contract and unexpired lease of the Debtors not previously assumed, rejected, or assumed and assigned by the Debtors during the Chapter 11 Cases, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such executory contract or unexpired lease (a) is listed on the Schedule of Assumed and Assigned Contracts or (b) as of the Effective Date, is subject to a pending motion to assume, reject, or assume and assign such executory contract or unexpired lease.

(ii) Subject to the occurrence of the Effective Date, the payment of any applicable Cure Amount, and the resolution of any Cure Dispute, the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections, assumptions, and assignments provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court or the Plan Supplement, rejections, assumptions, or assumptions and assignments of executory contracts and unexpired leases pursuant to this Plan are effective as of the Effective Date. Unless otherwise indicated or provided in a separate order of the Bankruptcy Court or the Plan Supplement, each executory contract and unexpired lease assumed pursuant to this Plan or by order of the Bankruptcy Court shall be assigned to the Avon Liquidation Trust on the date such trust is established or as soon as reasonably practicable thereafter, and shall vest in, and be fully enforceable by, the Avon Liquidation Trust in accordance with its terms, except as modified by the provisions of this Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(iii) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed or assumed and assigned shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the Schedule of Assumed and Assigned Contracts.

8.2 Determination of Cure Disputes and Deemed Consent.

(i) The Debtors shall serve on all required parties, at least fourteen (14) calendar days before the deadline set to file objections to confirmation of this Plan, notices of assumption and assignment of the Assumed and Assigned Contracts, which shall set forth the associated Cure Claim for such contract proposed by the Debtors. The Debtors shall file the Schedule of Assumed and Assigned Contracts with the Plan Supplement.

(ii) Any counterparty to an executory contract or unexpired lease shall, within fourteen (14) calendar days of the service of notices of assumption and assignment of the Assumed and Assigned Contracts, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court, file, serve, and actually deliver objections to the Cure Claims listed on the notice and to adequate assurance of future performance by the Avon Liquidation Trust.

(iii) To the extent a Cure Dispute is timely asserted in an objection filed in accordance with Section 8.2(ii) of this Plan and not resolved, such Cure Dispute shall be scheduled for a hearing before the Bankruptcy Court. Following resolution of a Cure Dispute, the applicable contract or lease shall be deemed assumed effective as of the Effective Date; *provided, however,* that if any Claim subject to a Cure Dispute is Allowed in an amount greater than the Cure Amount for such Claim listed on the Schedule of Assumed and Assigned Contracts, the Debtors, the Liquidating Debtors, or the Liquidating Trustee, as applicable, reserve the right to reject such executory contract or unexpired lease for a period of seven (7) Business Days following entry of a Final Order of the Bankruptcy Court resolving the applicable Cure Dispute by filing a notice indicating such rejection with the Bankruptcy Court.

(iv) To the extent any Cure Dispute with respect to an Assumed and Assigned Contract has not been resolved prior to the Effective Date, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of such Cure Dispute; *provided, however,* that the Debtors, the Liquidating Debtors, or the Avon Liquidation Trust, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the counterparty to such executory contract or unexpired lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such counterparty and the Debtors, the Liquidating Debtors, or the Avon Liquidation Trust, as applicable).

(v) To the extent an objection is not timely filed and properly served on the Debtors with respect to a Cure Dispute, then the counterparty to the applicable contract or lease shall be deemed to have assented to (a) the Cure Amount proposed by the Debtors and (b) the assumption of such contract or lease, notwithstanding any provision thereof that (1) prohibits, restricts, or conditions the transfer or assignment of such contract or lease or (2) terminates or permits the termination of a contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such contract or lease or a change in the ownership or control as contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such contract or lease on account of transactions contemplated by the Plan.

(vi) With respect to payment of any Cure Amounts or Cure Disputes, neither the Debtors, the Avon Liquidation Trust, nor the Disbursing Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Cure Claim.

8.3 Payments Related to Assumption of Contracts and Leases.

(i) Subject to resolution of any Cure Dispute, any monetary amounts by which any Assumed and Assigned Contract is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by the Debtors or the Avon Liquidation Trust, as the case may be, upon assumption thereof.

(ii) Assumption and assignment of any Assumed and Assigned Contract pursuant to the Plan, or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the effective date of assumption and/or assignment. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed shall be deemed Disallowed and expunged, without further notice, or action, order or approval of the Bankruptcy Court or any other Person.

8.4 Rejection Damage Claims.

In the event that the rejection of an executory contract or unexpired lease by any of the Debtors herein results in damages to the other party or parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a timely filed proof of Claim, shall be forever barred and shall not be enforceable against the Debtors or their Estates, properties or interests in property, unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtors no later than thirty (30) calendar days after the later of (i) the Effective Date and (ii) the effective date of the rejection of such executory contract or unexpired lease. Any such Claims, to the extent Allowed, shall be classified as General Unsecured Claims. The Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts that are rejected as of the Effective Date.

8.5 Compensation and Benefit Plans.

Except with respect to any benefit plans, policies, or programs (i) assumed by Natura pursuant to the Natura Settlement Order and the Natura Settlement Agreement or assumed by the Debtors and assigned to Natura pursuant to the Sale Order and the Stock and Asset Purchase Agreement, (ii) for which the Debtors have received approval of the Bankruptcy Court to reject or terminate on or before the Effective Date, or (iii) that are subject to a pending motion to reject or terminate as of the Effective Date, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors applicable to their respective employees, and non-employee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive and bonus plans, and life and

accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, executory contracts under this Plan and, on the Effective Date, shall be rejected by the Debtors pursuant to sections 365 and 1123 of the Bankruptcy Code.

Any (a) employment and severance policies, (b) compensation and benefit plans, policies, and programs, or (c) life and accidental death and dismemberment insurance plans relating or provided to a former employee of the Debtors who is retired as of the Effective Date shall be rejected with respect to such former employee except to the extent prohibited by section 1114 of the Bankruptcy Code.

8.6 Insurance Policies.

On and after the Effective Date, all Insurance Policies shall be considered non-executory contracts and shall neither be assumed nor rejected by the Debtors.

8.7 Reservation of Rights.

(i) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors have any liability thereunder.

(ii) Except as explicitly provided in this Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors under any executory or non-executory contract or unexpired lease.

(iii) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors under any executory or non-executory contract or unexpired or expired lease, including the Insurance Policies.

(iv) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX CONDITIONS PRECEDENT TO CONFIRMATION OF PLAN AND OCCURRENCE OF EFFECTIVE DATE.

9.1 Conditions Precedent to Effective Date.

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

(i) entry of the Confirmation Order by the Bankruptcy Court and such Confirmation Order has not been stayed, modified, or vacated on appeal;

(ii) all conditions precedent to the consummation of the Trust Formation Transactions (other than effectiveness of the Plan) have been satisfied or waived by the party or parties entitled to waive them in accordance with the terms of the ALT Trust Agreement;

(iii) the ALT Trust Agreement shall become effective in accordance with the terms of this Plan;

(iv) the Professional Fee Escrow Account and the Priority Reserve shall be fully funded;

(v) the GUC Recovery Fund shall be funded in the GUC Recovery Fund Amount;

(vi) the ALT Operating Reserve shall be funded in the ALT Operating Reserve Amount;

(vii) the Debtors shall have obtained all authorizations, consents, regulatory approvals, or ruling from applicable Governmental Units that are necessary to implement and effectuate this Plan;

(viii) all actions, documents, and agreements necessary to implement and effectuate this Plan shall have been effected or executed;

(ix) the Bankruptcy Court shall have authorized the Insurance Rights Transfer as provided in this Plan, notwithstanding any terms or any policies or provisions of non-bankruptcy law that prohibit the delegation, assignment, or other transfer of the Insurance Rights, and the Bankruptcy Court shall have determined that the Avon Liquidation Trust is a proper defendant for all applicable Claims against the Debtors to assert liability of the Debtors or the Liquidating Debtors, as applicable;

(x) the Bankruptcy Court shall have made the following findings in the Confirmation Order:

- (a) The Allowed amount of any Talc Claim shall be the amount determined under the Trust Distribution Procedures. Solely as between the holders of any Talc Claims and the Avon Liquidation Trust, such Allowed amount shall be legally enforceable against the Avon Liquidation Trust in accordance with the Plan, Trust Distribution Procedures, and the other ALT Documents. For the avoidance of doubt, the amount of any installment payments, initial payments, or payments based on payment percentages established under the Trust Distribution Procedures, as determined or as actually paid by the Avon Liquidation Trust, are not the equivalent of any claimant's Allowed amount of their Talc Claim. For the further avoidance of doubt, nothing herein determines whether any Insurance Company is obligated to provide coverage

for, or pay, the amount determined under the Trust Distribution Procedures for an Allowed Talc Claim or any other amount;

- (b) The terms of the Insurance Entity Injunction, including any provisions barring actions against third parties, are set out in conspicuous language in the Plan and in the Disclosure Statement;
- (c) The injunctions set forth in the Plan, including the Plan Injunction and Insurance Entity Injunction, are essential to the Plan, appropriately tailored to implement the applicable provisions of the Plan, and consistent with all applicable provisions of the Bankruptcy Code;
- (d) The Plan's transfer of rights under Insurance Policies is authorized and permissible notwithstanding any terms of any policies or provisions of applicable law that are argued to prohibit the assignment or transfer of such rights;
- (e) The Avon Liquidation Trust's rights under any Insurance Policies issued by Non-Settling Insurance Companies, including the effect of any failure to satisfy conditions precedent or obligations under such policies (other than, in the case of the Insurance Policies, the terms of any policies or provisions of applicable law that are argued to prohibit the assignment or transfer of such rights), shall be determined in accordance with the Insurance Policies, and applicable law, in subsequent litigation;
- (f) The proceeds of any sale of any Insurance Policies, including the full settlement amount, shall be contributed to the Avon Liquidation Trust "free and clear" of all liens, claims, encumbrances, any other rights of any nature, whether at law or in equity, and other "interest," under sections 363 and 1141 of the Bankruptcy Code, of any additional insured or any other person or Entity in such Insurance Policies. Notwithstanding anything to the contrary and for the avoidance of doubt, any Insurance Policies sold by the Debtors to the applicable Settling Insurance Companies shall be sold free and clear of all liens, claims, encumbrances, interests, or other rights on the Effective Date on the terms and as provided in any applicable Insurance Settlement Agreement; and

(g) The Plan, the Plan Documents, and the Confirmation Order are binding on all parties-in-interest to the fullest extent permitted under applicable law;

(xi) all professional fees and expenses approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account, pending approval by the Bankruptcy Court; and

(xii) any Unsecured 2043 Notes Fees and Expenses payable pursuant to Section 12.16(i) of this Plan shall have been paid.

9.2 Waiver of Conditions Precedent.

(i) Each of the conditions precedent to confirmation of the Plan and the occurrence of the Effective Date may be waived in writing by the Debtors with the consent of the Creditors' Committee (and, with respect to Section 9.1(xii) of the Plan, the Bond Trustee) (in each case not to be unreasonably withheld), without leave of or order of the Bankruptcy Court. If any such condition precedent is waived pursuant to this Section 9.2 of the Plan and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied.

(ii) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

ARTICLE X EFFECT OF CONFIRMATION.

10.1 Binding Effect.

Confirmation of the Plan does not provide the Debtors with a discharge under section 1141 of the Bankruptcy Code because the Plan is a liquidating chapter 11 plan. Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of this Plan shall bind all parties in interest, including every holder of a Claim against or Interest in any Debtor and inure to the benefit of, and be binding on, such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under this Plan and whether such holder has accepted this Plan.

10.2 Pre-Confirmation Injunctions and Stays.

Unless otherwise provided in this Plan, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.3 *Injunction Against Interference with Plan.*

Upon entry of the Confirmation Order, all holders of Claims against the Debtors and Interests in the Debtors, and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim or Interest extinguished, released, or treated pursuant to the Plan.

10.4 *Plan Injunction.*

(i) Except as otherwise provided in this Plan (including, without limitation, Section 5.6 of this Plan) or in the Confirmation Order, as of the entry of the Confirmation Order but subject to the occurrence of the Effective Date, to the maximum extent permitted under applicable law, all holders of Claims or Interests (whether proof of such Claims or Interests has been filed or not and whether or not such holders vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, in their capacities as such, are (subject to the provisions of this Section) forever barred, estopped, and permanently enjoined after the entry of the Confirmation Order from, in relation to any Claim, Interest, or Cause of Action that will be or is treated, extinguished, exculpated, or released by the Plan or otherwise will be or is subject to the Plan: (a) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (a) or any property of any such transferee or successor; (b) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, or the Liquidating Trustee, as applicable, or the property of any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, or the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing parties mentioned in this subsection (b) or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, the Liquidating Trustee, as applicable, or the property of any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, the Liquidating Trustee, as applicable, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (c) or any property of any such transferee or successor; (d) asserting any right of setoff, directly or indirectly, against any obligation due from any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, or the Liquidating Trustee, as applicable, or against the property or interests in property of any of the Debtors, the Liquidating Debtors, the Estates, the Avon Liquidation Trust, or the

Liquidating Trustee, as applicable, except (1) as contemplated or Allowed by the Plan or (2) to the extent asserted in a timely filed proof of Claim or timely filed objection to the confirmation of the Plan; and (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to, does not comply with, or is inconsistent with the provisions of this Plan; *provided, however*, that nothing contained herein shall preclude such parties who have held, hold, or may hold Claims against or Interests in a Debtor or an Estate from exercising their rights, or obtaining benefits, pursuant to, and consistent with, the terms of this Plan and the Plan Documents; *provided, further*, that the Debtors and Liquidating Debtors shall receive the benefit of this paragraph through and until the date upon which all remaining property of the Estates vests in the Avon Liquidation Trust.

(ii) All Persons and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, in their capacities as such, holding Claims, Liens, Interests, charges, encumbrances, or other interests of any kind or nature whatsoever, including rights or Claims based on any successor or transferee liability, against the Debtors, the Liquidating Debtors, the Avon Liquidation Trust, or the Assets transferred thereto (whether legal or equitable, secured or unsecured, matured or unmatured, contingent, or noncontingent, known or unknown), arising under or out of, in connection with, or in any way relating to the Debtors, the Liquidating Debtors, the Estates' Assets, the operation of the Estates' Assets prior to the Effective Date, or the Trust Formation Transactions, shall be forever barred, estopped, and permanently enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim extinguished or released pursuant to the Plan; *provided, however*, that the Debtors and Liquidating Debtors shall receive the benefit of this paragraph through and until the date upon which all remaining property of the Estates vests in the Avon Liquidation Trust.

10.5 Insurance Entity Injunction

(i) Purpose. To facilitate the Insurance Rights Transfer, protect the Avon Liquidation Trust, and preserve its Insurance Rights, pursuant to the equitable jurisdiction and power of the Bankruptcy Court, the Bankruptcy Court shall issue the injunction set forth in this Section 10.5 of the Plan; *provided, however*, that the Insurance Entity Injunction is not issued for the benefit of any Non-Settling Insurance Company, and no Non-Settling Insurance Company is a third-party beneficiary of the Insurance Entity Injunction, except as otherwise specifically provided in any Insurance Settlement Agreement.

(ii) Terms Regarding Claims Against Insurance Companies. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Claim, demand, or Cause of Action against any Insurance Company based upon, attributable to, arising out of, or in any way connected with or on account of any Insurance Policy, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, or any other theory of law, equity, or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payment, satisfaction, or recovery with respect to any such Claim, demand, or Cause of Action including:

- (a) **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Claim, demand, or Cause of Action against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**
- (b) **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment, award, decree, or other order against any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**
- (c) **creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance against any Insurance Company, or the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action; and**
- (d) **except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, contribution, or recoupment of any kind, directly or indirectly, against any obligation of any Insurance Company, or against the property of any Insurance Company, with respect to any such Claim, demand, or Cause of Action;**

provided, however, that (x) the injunction set forth in this Section 10.5(ii) of the Plan shall not impair in any way any actions brought by the Avon Liquidation Trust against any Non-Settling Insurance Company and (y) the Avon Liquidation Trust shall have the sole and exclusive authority at any time to terminate, or reduce, or limit the scope of the injunction set forth in this Section 10.5 of the Plan with respect to any Non-Settling Insurance Company upon express written notice to such Non-Settling Insurance Company.

(iii) **Reservations.** Notwithstanding anything to the contrary above, this Insurance Entity Injunction shall not enjoin:

- (a) **the rights of any Person to the treatment or other rights accorded them under the Plan, as applicable, including the rights of holders of Talc Claims to assert such Claims, as applicable, in accordance with the Trust Distribution Procedures;**

- (b) **the rights of any Person to assert any Claim, debt, obligation, Cause of Action, or liability for payment of ALT Operating Expenses;**
- (c) **the rights of the Avon Liquidation Trust to prosecute any action based on or arising from the Insurance Policies or settle any action or potential action based on or arising from the Insurance Policies;**
- (d) **the rights of the Avon Liquidation Trust to assert any Claim, debt, obligation, Cause of Action or liability for payment against an Insurance Company based on or arising from the Insurance Policies, except to the extent otherwise released;**
- (e) **the rights of any Insurance Company (1) to assert any Claim, debt, obligation, Cause of Action, or liability for payment against any Non-Settling Insurance Company, (2) to assert any Claim for reinsurance under reinsurance contracts or any Claim under retrocessional contracts among the Settling Insurance Companies and any Non-Settling Insurance Company; or (3) to enforce its rights, if any, of subrogation to claims, rights, or Causes of Action of the Debtors, the Liquidating Debtors, or the Avon Liquidation Trust (including as assignee or successor to the Debtors) against any Person that is not a Released Party or the Avon Liquidation Trust.**
- (f) **the rights of any Insurance Company, in accordance with Section 10.5(iii)(g) of the Plan, to assert any Claim for contribution, subrogation, indemnification or other similar Cause of Action against the Avon Liquidation Trust for a Settling Insurance Company's alleged share or equitable share of the defense and/or indemnity obligation for any Talc Claim or for any Cause of Action released in any Insurance Settlement Agreement.**
- (g) **Judgment Reduction for Insurer Contribution Claims Against Settling Insurers. If a Non-Settling Insurance Company obtains a judicial determination or arbitration award in any Insurance Action, that it would have been entitled to recover a sum certain on its right, Claim, or Cause of Action against a Settling Insurance Company for contribution, subrogation, equitable subrogation, indemnification, allocation,**

reimbursement, or offset relating to one or more Claims assumed by the Avon Liquidation Trust, or agrees to such entitlement to such sum certain, upon such determination or award in the Insurance Action, the Avon Liquidation Trust shall satisfy such right of recovery from the Settling Insurance Company by reducing or limiting any Claim, Cause of Action, or judgment it has against the Non-Settling Insurance Company for recovery on any such assumed Claim; *provided, however,* if the Non-Settling Insurance Company is not subject to any such claim or cause of action or judgment held by The Avon Liquidation Trust, then after such determination in the Insurance Action, the Avon Liquidation Trust shall pay the amount to the Non-Settling Insurance Company in accordance with the Trust Distribution Procedures.

10.6 Releases.

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Plan Documents, for good and valuable consideration, the adequacy of which is hereby confirmed, including the service of the Released Parties before and during the Chapter 11 Cases to facilitate the liquidation of the Debtors and the implementation of the Trust Formation Transactions, and except as otherwise explicitly provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released, to the maximum extent permitted by law, as such law may be extended subsequent to the Effective Date, by the Debtors, the Liquidating Debtors, the Estates and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, counterclaims, disputes, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, Liens, remedies, losses, contributions, indemnities, costs, liabilities, attorneys' fees and expenses whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Liquidating Debtors, or their Estates (including any Causes of Action arising under chapter 5 of the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Liquidating Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, their Estates, the conduct of the Company's businesses, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the

business or contractual arrangements between any Debtor and any Released Party (including the exercise of any common law or contractual rights of setoff or recoupment by any Released Party at any time on or prior to the Effective Date), the DIP Documents, the Natura Secured Credit Documents, the Natura Unsecured Promissory Notes, the Natura Settlement Agreement, the Sale, the Stock and Asset Purchase Agreement, the Trust Formation Transactions, the ALT Documents, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation or implementation thereof, the solicitation of votes with respect to the Plan, or any other act or omission; *provided, however*, that the Debtors do not release, and the Avon Liquidation Trust shall retain, Claims or Causes of Action arising out of, or related to, any act or omission of a Released Party that is determined in a Final Order by a court of competent jurisdiction to constitute a criminal act, fraud, gross negligence, or willful misconduct. The Debtors, the Liquidating Debtors, the Avon Liquidation Trust, and any other entities formed pursuant to the Plan shall be bound, to the same extent the Debtors and the Estates are bound, by the releases set forth in this Section 10.6 of the Plan.

10.7 Exculpation.

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is hereby exculpated from, any Claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of: the Chapter 11 Cases; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement (including any information provided, or statements made, in the Disclosure Statement or omitted therefrom), the Trust Formation Transactions, the ALT Documents, the Plan (including the Plan Supplement), and the solicitation of votes for, and confirmation of, the Plan; the funding or consummation of the Plan (including the Plan Supplement); the occurrence of the Effective Date; the DIP Documents, the Natura Secured Credit Documents, the Natura Unsecured Promissory Notes, the Natura Settlement Agreement, the Sale, the Stock and Asset Purchase Agreement, and negotiations regarding or concerning any of the foregoing; the administration of the Plan and the property to be distributed under the Plan; the wind-down of the Debtors or the Liquidating Debtors, as applicable; the offer, issuance, and distribution of any securities under or in connection with the Plan; and the transactions in furtherance of any of the foregoing. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable law or rules protecting such Exculpated Parties from liability. Notwithstanding the foregoing, this Section 10.7 of the Plan shall not exculpate any Exculpated Party with respect to any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to constitute a criminal act, fraud, gross negligence, or willful misconduct.

10.8 Injunction Related to Releases and Exculpation.

No Person may commence or pursue a Cause of Action of any kind against the Exculpated Parties or the Released Parties that will be or is extinguished, exculpated, or released by the Plan or otherwise will be or is subject to the Plan.

10.9 Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 509(c), 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.10 Preservation of Causes of Action and Reservation of Rights.

The Avon Liquidation Trust shall have the right to prosecute any and all Retained Causes of Action. Pursuant to section 1123(b) of the Bankruptcy Code, except as provided in Sections 10.4 through 10.8 of this Plan, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including any actions specifically enumerated in the Schedule of Retained Causes of Action to be filed as part of the Plan Supplement. Subject to Sections 10.4 through 10.8 of this Plan, all such Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses shall be transferred to the Avon Liquidation Trust which shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' and the Liquidating Debtors' legal and equitable rights with respect to any Claim or Interest may be asserted after the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

To the extent any such right to subrogation exists under an Insurance Policy issued by a Non-Settling Insurance Company or applicable law, any Non-Settling Insurance Company that makes a payment to the Avon Liquidation Trust on account of a Talc Claim shall, to the extent of such payment and the terms of the applicable Insurance Policy, be subrogated to, and entitled to enforce and receive the proceeds of, any claims, rights, or Causes of Action that the Debtors, the Liquidating Debtors, or the Avon Liquidation Trust (including as assignee or successor to the Debtors), has or may, in the future, have against any Persons other than any Settling Insurance Company, any Person who is a Released Party, or the Avon Liquidation Trust, relating to such Talc Claim, subject to the Releases and the exculpation provided for in Section 10.7 of this Plan, including, without limitation, any claims for contribution, indemnification, or reimbursement, notwithstanding the Debtors' transfer of any such claim, right or Cause of Action to the Avon Liquidation Trust.

10.11 Ipsa Facto and Similar Provisions Ineffective.

Any term of any policy, contract, or other obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent such policy,

contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Person based on any of the following: (i) the insolvency or financial condition of a Debtor; (ii) the commencement of the Chapter 11 Cases; (iii) the confirmation or consummation of this Plan, including any change of control that shall occur as a result of such consummation; or (iv) the Trust Formation Transactions.

10.12 Solicitation of Plan.

As of and subject to the occurrence of the Confirmation Date: (i) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (ii) the Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance, and solicitation shall not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

10.13 Corporate Action.

Upon the Effective Date, by virtue of the solicitation of votes in favor of this Plan and entry of the Confirmation Order, all actions contemplated by this Plan (including any action to be undertaken by the Avon Liquidation Trust and/or the Liquidating Trustee) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in this Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred on the Effective Date and shall be in effect, without any requirement of further action by the Debtors or the Estates.

10.14 No Successor Liability.

Except as otherwise expressly provided in this Plan and the Confirmation Order, the Avon Liquidation Trust: (i) is not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors on or prior to the Effective Date; (ii) is not, and shall not be, a successor to the Debtors by reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

10.15 Provision Related to Natura Settlement.

For the avoidance of doubt, neither Natura nor its non-Debtor affiliates shall be a “Released Party” under this Plan. Nothing in this Plan, including the injunction, releases, or exculpation provided herein, shall, or shall be deemed to, expand or otherwise affect the releases

granted to Natura or its non-Debtor affiliates pursuant to the Natura Settlement Order and the Natura Settlement Agreement.

10.16 Provision Related to Chapman Appeal.

Notwithstanding any provisions of this Plan and the Trust Distribution Procedures to the contrary, the Debtors, the Liquidating Debtors, and/or Natura, as applicable, retain the right to continue to prosecute the appeal of *Chapman, et al. v. Avon Products, Inc., et al.*, Case No. 22STCV05968 to a final resolution, as set forth in the *Order Granting Consent Motion to Lift Stay* [Docket No. 100] and the Natura Settlement Order.

ARTICLE XI RETENTION OF JURISDICTION.

11.1 Retention of Jurisdiction.

(i) Without limiting or modifying the Bankruptcy Court's exclusive jurisdiction, if any, under applicable law, the Bankruptcy Court shall retain jurisdiction of all matters arising under, arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (a) to hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;
- (b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on, or commenced after, entry of the Confirmation Order;
- (c) approve any settlements by the Avon Liquidation Trust with one or more Insurance Companies, including granting such approval under subsections 363(b), (f), and (m) of the Bankruptcy Code and issuing injunctive relief under section 105 of the Bankruptcy Code appropriate to support any free and clear sale of Insurance Policies in connection with any such settlements;
- (d) to hear and resolve any disputes arising from or related to (1) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (2) any protective orders entered by the Bankruptcy Court in connection with the foregoing;
- (e) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in this Plan and the Confirmation Order;

- (f) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;
- (g) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is, for any reason, stayed, reversed, revoked, modified, or vacated;
- (h) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;
- (i) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;
- (j) to hear and determine all Professional Fee Claims;
- (k) to resolve disputes concerning Disputed Claims or the administration thereof;
- (l) to hear and resolve disputes related to the Insurance Rights Transfer and/or the Insurance Rights, to the extent permitted under applicable law;
- (m) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing, or related to, any of the foregoing;
- (n) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, including any release, exculpation, or injunction provisions set forth in this Plan, or to maintain the integrity of this Plan following the occurrence of the Effective Date;

- (o) to determine such other matters, and for such other purposes, as may be provided in the Confirmation Order;
- (p) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;
- (q) to resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is released or treated hereunder or for any other purpose;
- (r) to recover all Assets of the Debtors and property of the Estates, wherever located; and
- (s) to enter a final decree closing each of the Chapter 11 Cases.

(ii) The Bankruptcy Court shall retain jurisdiction of all matters arising under, arising out of, or related to the Chapter 11 Cases and the Plan to, among other things, hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including the expedited determination of taxes under section 505(b) of the Bankruptcy Code).

(iii) Notwithstanding Section 11.1(i)(I) of this Plan, and except in connection with Section 5.4(iv), nothing contained herein concerning the retention of jurisdiction by the Bankruptcy Court shall be deemed to be a finding or conclusion that (a) the Bankruptcy Court in fact has jurisdiction with respect to any Insurance Rights or (b) any such jurisdiction is exclusive with respect to any Insurance Rights. Any court other than the Bankruptcy Court that has jurisdiction over an action involving the Insurance Policies shall have the right to exercise such jurisdiction.

(iv) To the extent that the Bankruptcy Court is not permitted under applicable law to preside over any of the foregoing matters, the reference to the “Bankruptcy Court” in this Section 11.1 of the Plan shall be deemed to be replaced by the “District Court.” Notwithstanding anything in this Section 11.1 of the Plan to the contrary, the resolution of Talc Claims against the Debtors and the forum in which such resolution shall be determined shall be governed by, and in accordance with, the ALT Documents. Nothing contained in this Section 11.1 of the Plan shall expand the exclusive jurisdiction of the Bankruptcy Court beyond that provided by applicable law.

ARTICLE XII MISCELLANEOUS PROVISIONS.

12.1 Exemption from Certain Transfer Taxes.

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, the assignment or surrender of any lease or sublease, or the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments, or assignments executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the Avon Liquidation Trust) shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment.

12.2 Dates of Actions to Implement Plan.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

12.3 Amendments.

(i) **Plan Modifications.** This Plan and the Plan Supplement may be amended, modified, or supplemented by the Debtors, with (a) the consent of (1) the Creditors' Committee (not to be unreasonably withheld) and (2) with respect to Sections 5.6 and 10.10 of this Plan, each Insurance Company affected thereby, and (b) advance notice to the U.S. Trustee, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, as long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

(ii) **Certain Technical Amendments.** Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to this Plan and the documents contained in the Plan Supplement, with advance notice to the U.S. Trustee, without further order or approval of the Bankruptcy Court; *provided, however*, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Interests or any Insurance Companies under this Plan.

12.4 Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the

Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (b) prejudice in any manner the rights of such Debtor or any other Person, or (c) constitute an admission of any sort by any Debtor or any other Person.

12.5 Payment of Statutory Fees.

All Statutory Fees that are due and payable for each Debtor's Chapter 11 Case shall be paid by the Debtors on the Effective Date. After the Effective Date, the Debtors, the Liquidating Debtors, and the Avon Liquidation Trust shall be jointly and severally liable to pay any and all Statutory Fees when due and payable. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Debtors, the Liquidating Debtors, and the Avon Liquidation Trust shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Notwithstanding anything called for in the Plan to the contrary, the Debtors, the Liquidating Debtors, and the Avon Liquidation Trust, shall remain obligated to pay Statutory Fees to the U.S. Trustee and make such reports until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be required to file any Administrative Expense Claim in these cases and shall not be treated as providing any release under the Plan. The obligations under this Section 12.5 of the Plan shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

12.6 [Reserved].

12.7 Severability.

If, prior to entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with this Section 12.7 of the Plan, is valid and enforceable pursuant to its terms.

12.8 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent that a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

12.9 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan and the Plan Documents shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Liquidating Debtors, the holders of Claims and Interests, the Released Parties, the Exculpated Parties, and each of their respective successors and assigns, including the Liquidating Trustee.

12.10 Successors and Assigns.

The rights, benefits, and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

12.11 Entire Agreement.

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations concerning such documents, all of which have become merged and integrated into this Plan.

12.12 Computing Time.

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.13 Exhibits to Plan.

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are part of this Plan as if set forth in full herein.

12.14 Notices.

All notices, requests, and demands to or upon the Debtors or the Liquidating Debtors, as applicable, shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(i) If to the Debtors, prior to the Effective Date:

Avon Products, Inc.
4 International Drive
Suite 110
Rye Brook, NY 10573
Attn: Lisa Siders (lisa.siders@avon.com)
Philip Gund (philip.gund@ankura.com)

– and –

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ronit J. Berkovich (ronit.berkovich@weil.com)
Matthew P. Goren (matthew.goren@weil.com)
Alejandro Bascoy (alejandro.bascoy@weil.com)
Carlos A. Sardina (carlos.sardina@weil.com)
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

– and –

RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins (collins@rlf.com)
Michael J. Merchant (merchant@rlf.com)
Zachary I. Shapiro (shapiro@rlf.com)
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

(ii) If to the Liquidating Debtors, after the Effective Date:

An address to be identified in the Plan Supplement.

All notices, requests, and demands to or upon the Creditors' Committee, shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

COOLEY LLP
55 Hudson Yards
New York, N.Y. 10001
Attn: Cullen D. Speckhart
Michael Klein

Paul J. Springer
Telephone: (212) 479-6000
Facsimile: (212) 479-6275
cspeckhart@cooley.com
mklein@cooley.com
pspringer@cooley.com

– and –

CAPLIN & DRYSDALE, CHARTERED
1200 New Hampshire Ave NW, 8th Floor
Washington, D.C. 20036
Attn: Kevin C. Maclay
Todd E. Phillips
Kevin M. Davis
Telephone: (202) 862-5000
Facsimile: (202) 429-3301
kmaclay@capdale.com
tphillips@capdale.com
kdavis@capdale.com

– and –

A. M. SACCULLO LEGAL, LLC
27 Crimson King Drive
Bear, DE 19701
Attn: Anthony M. Saccullo
Mark T. Hurford
Telephone: (302) 836-8877
Facsimile: (302) 836-8787
ams@saccullolegal.com
mark@saccullolegal.com

After the occurrence of the Effective Date, the Liquidating Debtors and the Liquidating Trustee have authority to send a notice to entities providing that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided, however*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Debtors and the Liquidating Trustee are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

12.15 Dissolution of Creditors' Committee.

On the Effective Date, the Creditors' Committee will dissolve. Upon the dissolution of the Creditors' Committee, the Creditors' Committee and its respective Professional Persons will cease to have any duty, obligation, or role arising from, or related to, the Chapter 11

Cases and shall be released and discharged from all rights and duties from, or related to, the Chapter 11 Cases. Notwithstanding the foregoing, the Creditors' Committee may, at its option and without taking any action or seeking or receiving any approval, continue to serve and function after the Effective Date for the purposes of participating in any: (i) appeal of any order entered in the Chapter 11 Case, including the Confirmation Order; (ii) applications for compensation or expense reimbursements of Professional Persons and any hearing thereon; and/or (iii) adversary proceeding pending on the Effective Date to which the Creditors' Committee was a participant. To the extent that the Creditor's Committee determines to continue to serve and function after the Effective Date pursuant to the preceding sentence, the Creditors' Committee shall dissolve upon the termination of all (a) appeals of any orders entered in the Chapter 11 Case, including without limitation the Confirmation Order; (b) applications for compensation or expense reimbursements of Professional Persons and any hearings thereon; and/or (c) adversary proceedings pending on the Effective Date to which the Creditors' Committee was a participant. Effective as of the dissolution of the Creditors' Committee, the ALT Trust Advisory Committee shall succeed to, and exclusively hold, the attorney-client privilege and any other privilege held by the Creditors' Committee and shall enjoy the work product protections that were applicable or available to the Creditors' Committee before its dissolution.

12.16 Unsecured 2043 Notes Fees and Expenses.

(i) On the Effective Date, and after the Bond Trustee's submission of reasonably detailed summary invoices to the Debtors and advisors for the Creditors' Committee at least five (5) Business Days prior to the Effective Date, the Debtors or the Avon Liquidation Trust, as applicable, shall pay such invoiced Unsecured 2043 Notes Fees and Expenses as previously agreed to in writing between the Debtors and the Bond Trustee, subject to review for reasonableness by the Debtors and advisors for the Creditors' Committee.

(ii) After the Effective Date, and within ten (10) calendar days after the Bond Trustee's submission of reasonably detailed summary invoices to advisors for the Liquidating Trustee, the Avon Liquidation Trust shall pay any unpaid Unsecured 2043 Notes Fees and Expenses subject to the terms of the prior agreement between the Debtors and the Bond Trustee referenced in subsection (i) above and review for reasonableness by advisors for the Liquidating Trustee. Such amounts shall be paid: (a) first, from such ALT Operating Reserve amounts above \$15,000,000 initially funded pursuant to Section 5.10(i) of this Plan; (b) second, from the GUC Recovery Fund; and (c) third, from the ALT Operating Reserve.

12.17 Reservation of Rights.

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provisions of this Plan, or the taking of any action by the Debtors with respect to this Plan shall be, or deemed to be, an admission or waiver of any rights of the Debtors with respect to any Claim or Interests prior to the Effective Date.

Dated: September 24, 2025

By: /s/ Philip J. Gund
Name: Philip J. Gund
Title: Chief Restructuring Officer and Treasurer

**AIO US, INC.
AVON PRODUCTS, INC.
MI HOLDINGS, INC.
AVON CAPITAL CORPORATION
SURREY LEASING, LTD.
AVON AMERICAS, LTD.
AVON COMPONENT MANUFACTURING, INC.
AVON COSMETICS DE, INC.
AVON HOLDINGS LLC
AVON-LOMALINDA, INC.
AVON NA HOLDINGS LLC
AVON OVERSEAS CAPITAL CORPORATION
AVON PACIFIC, INC.
AVON (WINDSOR) LIMITED
CALIFORNIA PERFUME COMPANY, INC.
MANILA MANUFACTURING COMPANY
RETIREMENT INNS OF AMERICA, INC.
SILPADA DESIGNS LLC
SURREY PRODUCTS, INC.
VIVA PANAMA HOLDINGS LLC**

Exhibit A

Trust Distribution Procedures

**AVON LIQUIDATION
TRUST DISTRIBUTION PROCEDURES**

AVON LIQUIDATION

TRUST DISTRIBUTION PROCEDURES

The Avon Liquidation Trust Distribution Procedures (“**TDP**”) contained herein set forth procedures for resolution of all Talc Claims as defined in the Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code, dated February 28, 2025 (as it may be amended or modified, the “**Plan**”),¹ as provided in the Plan and the ALT Trust Agreement (the “**Trust Agreement**”). The Plan and the Trust Agreement establish the Avon Liquidation Trust (the “**Trust**”). The trustee of the Trust (the “**Liquidating Trustee**”) shall implement and administer this TDP in accordance with the Trust Agreement.

SECTION I

Introduction

1.1 Purpose. This TDP has been adopted pursuant to the Trust Agreement. It is designed to provide fair, equitable and substantially similar treatment for and among all Talc Claims.

1.2 Interpretation. Except as may otherwise be provided below, nothing in this TDP shall be deemed to create a substantive right for any holder of a Talc Claim (“**Claimant**”). The rights and benefits provided herein to Claimants shall vest in such Claimants as of the Effective Date.

¹ Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Plan and the Trust Agreement.

SECTION II

Overview

2.1 Trust Goals. The goal of the Trust is to provide equitable treatment among Claimants with Talc Claims and Electing General Unsecured Claims. This TDP furthers that goal by setting forth procedures for processing and paying Talc Claims generally on an impartial basis, with the intention of paying Claimants whose Talc Claims are approved for payment by the Trust as equivalent a share as possible of the value of their Talc Claims. To this end, this TDP contains medical and exposure requirements (“**Medical/Exposure Criteria**”) for Talc Claims and rules for the valuation of Talc Claims that meet the Medical/Exposure Criteria. The Medical/Exposure Criteria, the valuation rules, and the Scheduled Value and Maximum Value for mesothelioma Talc Claims have all been selected and derived with the intention of achieving a fair allocation of the assets of the TC Recovery Fund as among Claimants in light of the tort system history of the Debtors and the rights Claimants would have in the tort system absent the bankruptcy. Other than Second Disease Claims provided for in Section 4.6, a Claimant may not assert more than one Talc Claim hereunder.

2.2 Claims Liquidation Procedures. The Trust shall take all reasonable steps to resolve Talc Claims as efficiently and expeditiously as possible at each stage of claims processing.

2.3 Payment of Talc Claims. After the liquidated value of a Talc Claim is determined pursuant to the procedures set forth herein, the amount the Claimant shall ultimately receive shall be based on that value and will depend on, among other things, the Trust’s available assets in the TC Recovery Fund, including the Trust’s ability to liquidate and recover the proceeds of the Insurance Rights and other causes of action. The amount of any installment payments, initial payments, or payments based on payment percentages, as determined or as actually paid by the

Trust, are not the equivalent of any Claimant's liquidated claim value for his or her Talc Claim or the Debtor's liability to the Claimant. For the avoidance of doubt, nothing herein determines whether any Insurance Company is obligated to provide coverage for, or pay, the liquidated claim value of any Allowed Talc Claim as determined under this TDP or any other amount.

SECTION III

Payment of Talc Claims

3.1 FIFO Payment Queue. Talc Claims that have been liquidated as provided herein shall be paid from the TC Recovery Fund in FIFO order based on the date the Trust receives an executed form of release acceptable to the Trust (the "**FIFO Payment Queue**"). If the Trust receives releases on the same date, the Claimant's position in the FIFO Payment Queue shall be determined based on the date of the diagnosis of the Claimant's talc-related disease for which the Talc Claim is filed, with Claimants with earlier dates of diagnosis given priority over Claimants with later dates of diagnosis. If the Trust receives releases on the same date and the respective Claimants' diseases were diagnosed on the same date, the position of those claims in the FIFO Payment Queue shall be determined by the Trust based on the Claimants' birth dates, with older Claimants given priority over younger Claimants. Notwithstanding any other provisions contained herein, if a Claimant returns an executed release acceptable to the Trust and the Claimant's only talc/asbestos exposure is to Debtor talc products, the Trust shall move the claim to the front of the FIFO Payment Queue. The Trust shall make payments to the Claimants that the Trust has determined have Talc Claims that are payable hereunder for which the Trust has received properly executed releases.

3.2 Limitation on Payment of Claims. As the Trust's TC Recovery Fund will have limited liquid assets when the Trust commences operations, a holder of an approved Talc Claim

initially will receive an installment payment and will receive additional funds if and when the TC Recovery Fund has received sufficient liquid assets to allow the Trust to issue additional distributions to Claimants, accounting at all times for Allowed Electing General Unsecured Claims, which are to receive recoveries from the Special Electing GUC Recovery Fund proportionate to those that Talc Claims approved for payment by the Trust receive from the TC Recovery Fund. Prior to making the initial installment payments, the Liquidating Trustee, with the consent of the Trust Advisory Committee (the “TAC”), shall set the amount of the reserves to be held by the Trust for Talc Claims that have been filed or are expected to be filed but have not yet been resolved and for the projected expenses of the Trust (including the ALT Operating Expenses). The Liquidating Trustee, with the consent of the TAC, shall determine (a) the percentage of the liquidated values of Talc Claims to be paid in the initial installment payments and (b) when and in what amounts additional installment payments shall be made. The Trust shall make payments to holders of Allowed Electing General Unsecured Claims (if any) at the same time it makes payments to holders of Talc Claims that the Trust has determined are payable hereunder and for which the Trust has received properly executed releases. The Trust shall seek to ensure that Claimants whose Talc Claims are approved for payment by the Trust all receive the same percentage of the liquidated values of their Talc Claims, taking into account known Talc Claims that are likely to be approved in the future. In the event that the Trust (i) successfully resolves an insurance coverage dispute against a Non-Settling Insurance Company, (ii) otherwise receives a substantial recovery of insurance proceeds from a Non-Settling Insurance Company on behalf of the Trust, or (iii) receives a recovery on account of its causes of action, the Trust shall use those proceeds first to seek to maintain the current percentage of liquidated values being paid by the Trust to holders of approved Talc Claims (or those known Talc Claims that are likely to be

approved in the future) and Allowed Electing General Unsecured Claims. If the insurance recovery or causes of action recovery exceeds the amount estimated to be reasonably necessary to maintain the current percentage, the Trust shall adjust the percentage of claim value being paid upward to reflect the increase in available assets in the Trust's TC Recovery Fund and make supplemental installment payments to Claimants who previously liquidated their Talc Claims against the Trust and received installment payments based on a lower percentage, as well as holders of similarly situated Allowed Electing General Unsecured Claims (if any), who shall be paid out of the Electing GUC Recovery Fund.

Given the Trust is a liquidating Trust, the Trust shall cease operations at some point in the future and not pay any additional monies to holders of Talc Claims. The Trust Agreement contains the Trust termination provisions. In any event, the Trust will cease making offers to Claimants when the Liquidating Trustee, with the consent of the TAC, determines that after the payment of Talc Claims in the FIFO Payment Queue and Talc Claims with outstanding offers, and taking into account the Liquidating Trustee's and TAC's expectations as to likely future insurance recoveries and other recoveries and the expenses necessary to complete the winding up of the Trust's affairs, the Trust will not have sufficient assets to pay any additional Talc Claims. Talc Claims for which the Trust does not issue offers shall not be payable hereunder; *provided, however*, that the Trust shall process all Talc Claims that are submitted to the Trust with the required filing fee on or prior to the date that is one (1) year following the date the Trust makes available to Claimants a proof of claim form and instructions for filing a Talc Claim with the Trust and shall pay any such Talc Claim if the Trust approves the claim for payment and receives a properly executed release from the Claimant prior to the date that the Trust establishes as a deadline in connection with the winding down of the Trust.

SECTION IV

Resolution of Talc Claims.

4.1 Effect of Statutes of Limitation and Repose. All Talc Claims must meet either (i) for claims first filed in the tort system against a Debtor prior to the Initial Debtor Petition Date, the applicable federal or state statute of limitation and repose that was in effect at the time of the filing of the claim in the tort system, or (ii) for claims not filed against a Debtor in the tort system prior to the Initial Debtor Petition Date, the applicable federal or state statute of limitation that was in effect at the time of the filing with the Trust. However, the running of the relevant statute of limitation shall be tolled as of the earliest of: (A) the actual filing of the claim against a Debtor prior to the Initial Debtor Petition Date, whether in the tort system or by submission of the claim to a Debtor pursuant to an administrative settlement agreement; (B) the tolling of the claim against a Debtor prior to the Initial Debtor Petition Date by an agreement or otherwise, provided such tolling was still in effect on the Initial Debtor Petition Date; or (C) the Initial Debtor Petition Date. For the avoidance of doubt, in order for a tolling agreement to be considered effective hereunder, it must be a valid, enforceable written agreement between the specific Claimant and the relevant Debtor, and in order for the filing of a claim against a Debtor prior to the Initial Debtor Petition Date in the tort system to be a tolling event, the subject lawsuit must not have been dismissed as of the Initial Debtor Petition Date. The Trust's Claim Materials, as defined in Section 5.1 hereof, shall detail the evidence the Claimant must submit with respect to any tolling event.

If a Talc Claim meets any of the tolling provisions described in the preceding paragraph and the claim was not barred by the applicable federal or state statute of limitation at the time of the tolling event, it shall be treated as a timely filed Talc Claim if it is filed with the Trust within three (3) years after the date the Trust makes available to Claimants a proof of claim form and

instructions for filing a Talc Claim with the Trust (the “**Initial Claims Filing Date**”). In addition, any Talc Claims that were first diagnosed after the Initial Debtor Petition Date, irrespective of the application of any relevant federal or state statute of limitation or repose, may be filed with the Trust within three (3) years after the date of diagnosis or within three (3) years after the Initial Claims Filing Date, whichever occurs later. In all cases, if the relevant federal or state statute of limitation or repose allows for a later filing date, the Trust shall accept a claim filed within such period.

4.2 Resolution of Pre-Petition Liquidated Claims. Subject to the provisions herein regarding installment payments, as soon as practicable after the Effective Date, the Trust shall pay, upon submission by the Claimant of the appropriate documentation, all Talc Claims that were liquidated by (i) a binding settlement agreement for the particular claim entered into prior to the applicable Petition Date that is judicially enforceable by the Claimant, (ii) a jury verdict or non-final judgment in the tort system obtained prior to the applicable Petition Date, provided there is no letter of credit, appeal bond, supersedeas bond, or other security or surety (collectively, “**Security**”) associated with such verdict of judgment, or (iii) a judgment that became final and non-appealable prior to the applicable Petition Date (collectively “**Pre-Petition Liquidated Claims**”). In order to receive payment from the Trust, the holder of a Pre-Petition Liquidated Claim must submit all documentation necessary to demonstrate to the Trust that the claim was liquidated in the manner described in the preceding sentence, which documentation shall include (A) a copy of the settlement agreement (if applicable), a court-authenticated copy of the jury verdict (if applicable), a non-final judgment (if applicable), or a final judgment (if applicable) and (B) the name, social security number, and date of birth of the Claimant, and the name and address of the Claimant’s lawyer; *provided, however*, that if a Pre-Petition Liquidated Claim is listed on

the schedule of such claims that the Debtors provide to the Trust and the Claimant confirms the information provided by the Debtors, the Claimant shall not be required to provide any additional documentation. The Debtors shall deliver to the Trust a list of the Pre-Petition Liquidated Claims that the Debtors have approved for payment.

Holders of Pre-Petition Liquidated Claims that are secured by any Security shall first exhaust their rights against such Security before making a claim against the Trust. Only in the event that such Security is insufficient to pay such Pre-Petition Liquidated Claim in full shall the deficiency amount be processed and paid as a Pre-Petition Liquidated Claim by the Trust.²

The liquidated value of a Pre-Petition Liquidated Claim shall be the unpaid portion of the amount agreed to in the binding settlement agreement, the unpaid portion of the amount awarded by the jury verdict or non-final judgment (including any portion of such judgment that may have been attributable to a claim or claims for punitive or exemplary damages), or the unpaid portion of the amount of the final judgment (including any portion of such judgment that may have been attributable to a claim or claims for punitive or exemplary damages), as the case may be, plus interest, if any, that has accrued on that amount in accordance with the terms of the agreement, if any, or under applicable state law for settlements or judgments as of the date of the payment by the Trust.

Pre-Petition Liquidated Claims shall be processed and paid in accordance with their order in a separate FIFO queue, to be established by the Trust, based on the date the Trust received all required documentation for the particular claim. If any Pre-Petition Liquidated Claims were filed

² As the jury verdict against Avon Products, Inc. in *Chapman, et al. v. Avon Products, Inc. et al.*, Case No. 22STCV05968 is secured, such verdict may only be presented to the Trust for payment as a Pre-Petition Liquidated Claim upon the resolution of the pending appeal and any further appeals and only to the extent the Security for such verdict is insufficient to pay the verdict in full.

on the same date, the Claimant's position in the FIFO queue for such claims shall be determined based on the dates of the Claimants' births, with older Claimants given priority over younger Claimants. Pre-Petition Liquidated Claims shall be subject to the installment payment process described in Section 3.2 above. Nothing herein shall prohibit a Claimant with a Pre-Petition Liquidated Claim from electing to submit an unliquidated Talc Claim to the Trust in lieu of enforcing the Pre-Petition Liquidated Claim. However, for the avoidance of doubt, a Claimant who elects to submit an unliquidated Talc Claim in lieu of their Pre-Petition Liquidated Claim forfeits their Pre-Petition Liquidated Claim and shall only be entitled to receive the claim value determined by the Trust hereunder through the Expedited Review or Individual Review process, as applicable.

4.3 Talc Claims Review Process

4.3(a) Review Process.

4.3(a)(1) In General. Claimants seeking resolution of Talc Claims that are not Pre-Petition Liquidated Claims must file a proof of claim, utilizing the claim form approved by the Trust, together with the required supporting documentation and a filing fee, in accordance with the provisions of Sections 5.1, 5.2, and 5.3 below. If the Talc Claim is a mesothelioma claim, the Claimant may elect to have his or her claim processed under either the Expedited Review Process or the Individual Review Process, as described below. All Talc Claims that are not mesothelioma claims ("**Other Disease Claims**") must elect the Individual Review Process. The Trust shall order unliquidated claims that are sufficiently complete to be reviewed for processing purposes on a FIFO basis (the "**FIFO Processing Queue**"). The Claimant's position in the FIFO Processing Queue shall be determined based on the date the claim is filed with the Trust. If any claims are filed on the same date, the Claimant's position in the FIFO Processing Queue shall be determined

based on the date of the diagnosis of the talc-related disease, with claimants with earlier diagnosis dates given priority over those with later diagnosis dates. If any claims are filed and diagnosed on the same date, the Claimant's position in the FIFO Processing Queue shall be determined by the Claimant's date of birth, with older claimants given priority over younger claimants. Notwithstanding any other provisions contained herein, if the Claimant indicates on his or her claim form that the Claimant's only talc/asbestos exposure is to Debtor talc products, the Trust shall move the claim to the front of the FIFO Processing Queue. The Trust shall provide an initial confidential response to the Claimant within three (3) months of receiving the proof of claim form.

. **4.3(a)(2) Claims Processing.** For any mesothelioma Talc Claim that is not a Pre-Petition Liquidated Claim, the Trust shall determine whether the Talc Claim meets the Medical/Exposure Criteria set forth below, and in the case of claims undergoing Individual Review, the liquidated value of the claim. For any Talc Claim that is an Other Disease Claim, the Trust shall determine whether the Talc Claim is compensable by the Trust and, if so, the liquidated value of the claim; *provided, however*, that such liquidated value shall not exceed \$6,000, as detailed in Section 4.3(c)(2) below. If the Trust approves a Talc Claim for payment, the Trust shall tender to the Claimant an offer of payment in accordance with and subject to Sections 2 and 3 above, together with a form of release substantially in the form attached hereto as Exhibit A. If the Claimant accepts the offer and returns the release properly executed, the Talc Claim shall be paid pursuant to Sections 2 and 3 above.

4.3(b) Expedited Review - Scheduled Value and Medical/Exposure Criteria for Mesothelioma Claims. Mesothelioma Claimants who elect Expedited Review shall be required to provide detailed information regarding exposure to talc products processed, milled, manufactured, sold, and/or distributed by a Debtor or by another Entity for whose conduct a Debtor

has liability (“**Debtor Talc Exposure**”), but the Claimant shall not be required to provide information with respect to his or her other talc and asbestos exposures. The Claimant must provide the following information regarding his or her Debtor Talc Exposure (the “**Required Debtor Talc Exposure Information**”): (a) the name(s) of the Debtor talc product(s) to which the Claimant was exposed; (b) the type of Debtor talc product to which the Claimant was exposed (e.g., body powder or make-up); (c) how the Claimant was exposed to the Debtor talc product (i.e., was the product applied with a shaker container, a puffer, or a brush, or was it applied/did the exposure occur in some other manner); (d) the time frame in which the Claimant was exposed to the Debtor talc product (i.e., the months and years); (e) the frequency of the Claimant’s use of the Debtor talc product (i.e., daily, twice daily, etc.); (f) the duration of the Claimant’s use/application of the Debtor talc product (i.e., how many seconds/minutes did each use/application typically last); and (g) information regarding where and when each Debtor talc product to which the Claimant was exposed was purchased. The information may be provided in an affidavit or sworn statement based on personal knowledge. The Trust’s review and evaluation of the exposure information shall be based on the provisions of Section 4.4(b) below. The Trust may also require submission of other or additional evidence of exposure when it deems such evidence to be necessary.

If a mesothelioma Claimant elects Expedited Review and meets the Medical/Exposure Criteria set forth below, the Trust shall offer the Claimant the Scheduled Value set forth below:

<u>Disease Level</u>	<u>Scheduled Value</u>	<u>Medical/Exposure Criteria</u>
Mesothelioma	\$10,000	Diagnosis ³ of mesothelioma; and (2) Regular Exposure to Debtor Cosmetic Talc as defined in Section 4.4(b) below

³ The requirements for a mesothelioma diagnosis that may be compensated under the provisions of this TDP are set forth in Section 4.4 below.

4.3(c) Individual Review.

4.3(c)(1) Mesothelioma Claims. A mesothelioma Claimant may elect Individual Review of his or her Talc Claim if the Talc Claim meets the Medical/Exposure Criteria described above and the Claimant is able to provide either verified answers to interrogatories or deposition testimony under oath addressing details of his or her talc and asbestos exposure history. The interrogatory answers or the deposition testimony must provide the Required Debtor Talc Exposure Information and must also provide the following information: (a) whether the Claimant used non-Debtor talc products and the extent of such use; and (b) whether the Claimant had occupational or industrial or other exposure (whether direct or bystander) to asbestos or asbestos products other than what is alleged was present in cosmetic talc products and the extent of such exposure. If the Claimant fails to elect either the Expedited Review process or the Individual Review process, then the Trust shall process and liquidate the claim under the Expedited Review process, although the Claimant shall retain the right to request Individual Review as described in this Section 4.3(c).

The Trust shall determine the liquidated value of each mesothelioma claim that undergoes Individual Review and meets the Medical/Exposure Criteria described above in Section 4.3(b). The Trust shall base its liquidated value determination on the historic liquidated values of other similarly situated mesothelioma claims resolved by the Debtors in the applicable tort system. The Trust shall thus take into consideration all of the factors that affect the severity of damages and values within the applicable tort system, including but not limited to, credible evidence of the following: (a) factors such as the Claimant's age, disability, employment status, economic loss, disruption of household, and number of dependents; (b) whether the Claimant is alive or deceased; (c) the specific facts regarding the Claimant's Debtor Talc Exposure (e.g., how long was the Debtor

talc product used, the frequency of use of the Debtor talc product, the duration of each application of the Debtor talc product, the type of Debtor talc product, the type of applicator used to apply the Debtor talc product, and the year the Debtor talc product was purchased); (d) the type of evidence provided with respect to the Claimant’s Debtor Talc Exposure; (e) the extent of the Claimant’s talc and asbestos exposure that are not Debtor Talc Exposure; and (f) settlement and verdict histories in the Claimant’s Jurisdiction. For purposes of this TDP, the “Claimant’s Jurisdiction” is the jurisdiction in which the claim was filed (if at all) against a Debtor in the tort system prior to the applicable Petition Date. If the claim was not filed against a Debtor in the tort system prior to the applicable Petition Date, the Claimant may elect as the Claimant’s Jurisdiction either (i) the jurisdiction in which the Claimant resides at the time of diagnosis or when the claim is filed with the Trust or (ii) a jurisdiction in which the Claimant experienced Debtor Talc Exposure.

The liquidated value of any mesothelioma claim that undergoes Individual Review may be determined to be less than the Scheduled Value the Claimant would have received under Expedited Review. A Claimant may not change an Individual Review election to an Expedited Review election after receiving an offer pursuant to the Individual Review process. The liquidated value of a mesothelioma Talc Claim may not exceed the Maximum Value set forth below.

<u>Disease Level</u>	<u>Maximum Value</u>
Mesothelioma	\$3.0 million

4.3(c)(2) Other Disease Claims. The Individual Review Process provides a Claimant with an Other Disease Claim with an opportunity for individual consideration and evaluation of the claim. The Claimant must provide the Trust with (a) a disease diagnosis acceptable to the Trust and accompanied by evidence to establish a ten-year latency period between the first date of Debtor Talc Exposure and the diagnosis date, (b) medical records demonstrating

that the Claimant was treated for the diagnosed disease, (c) detailed evidence of the Claimant's Debtor Talc Exposure in the form of verified answers to interrogatories or deposition testimony providing the Required Debtor Talc Exposure Information, (d) a medical report or affidavit by a board-certified medical doctor, oncologist, or pathologist with qualified expertise to diagnose the disease that is being asserted establishing the Claimant's Debtor Talc Exposure as a contributing factor in causing the disease identified in the diagnosis, which report or affidavit shall include citation to peer-reviewed medical or scientific literature recognizing a causal association between talc exposure and the asserted disease, (e) evidence acceptable to the Trust that the medical or scientific community recognizes a causal link between Debtor Talc Exposure and the disease identified in the diagnosis, and (f) if the Claimant is living, a report detailing a physical examination of the Claimant by the physician providing the diagnosis of the talc-related disease. The Claimant must also establish to the Trust's satisfaction that the claimant had no significant occupational or industrial exposure (whether direct or bystander) to asbestos or asbestos products or to non-Debtor talc products. In addition, if the alleged disease is lung cancer, the Claimant must provide the Trust with (a) evidence of underlying bilateral asbestos-related nonmalignant disease diagnosed prior to or at the time of the lung cancer diagnosis and (b) information establishing that the Claimant was a non-smoker for at least thirty (30) years prior to his or her lung cancer diagnosis. The provisions of Section 4.4(b) hereof shall apply to the Trust's review of the exposure information. If, based upon the foregoing, the Trust is satisfied that the Claimant has presented a claim that should be paid by the Trust (i.e., Debtor Talc Exposure increased the Claimant's risk of developing the disease in question), the Trust can offer the Claimant a liquidated value amount up to Six Thousand Dollars (\$6,000), the payment of which shall be subject to the provisions set forth in Sections 2 and 3 above.

4.3(d) Indirect Talc Claims. Talc Claims that are claims for contribution, reimbursement, subrogation, or indemnity (“**Indirect Talc Claims**”) asserted against the Trust shall be treated as presumptively valid and paid by the Trust, subject to the provisions of Sections 2 and 3 above, including the installment payment provisions of Section 3.2, if (a) the holder of such Talc Claim (the “**Indirect Claimant**”) establishes to the satisfaction of the Liquidating Trustee that (i) the Indirect Claimant has paid in full the liability and obligation of the Trust to the individual Claimant to whom the Trust would otherwise have had a liability or obligation under this TDP (the “**Direct Claimant**”), (ii) the Direct Claimant and the Indirect Claimant have forever and fully released the Trust and the Debtors from all liability to the Direct Claimant, and (iii) the claim is not otherwise barred by a statute of limitation or repose or by other applicable law or by the provisions of Section 4.1 hereof (including after accounting for the tolling provisions of that Section), and (b) the Trust has not yet paid the Direct Claimant. In no event shall any Indirect Claimant have any rights against the Trust superior to the rights of the relevant Direct Claimant against the Trust, including any rights with respect to (i) the timing, amount, or manner of payment and (ii) the tolling provisions of Section 4.1 hereof. In addition, no Indirect Talc Claim may be liquidated and paid in an amount that exceeds what the Indirect Claimant has actually paid the related Direct Claimant.

To establish a presumptively valid Indirect Talc Claim, the Indirect Claimant’s aggregate liability for the Direct Claimant’s claim must also have been fixed, liquidated, and paid fully by the Indirect Claimant by settlement (with an appropriate full release in favor of the Trust and the Debtors) or a Final Order, and such claim must be valid under applicable state or federal law. In any case where the Indirect Claimant has satisfied the claim of a Direct Claimant against the Trust under applicable law by way of a settlement, the Indirect Claimant shall obtain for the benefit of

the Trust and the Debtors a release substantially in the form of the release attached hereto as Exhibit A.

If an Indirect Claimant cannot meet the presumptive requirements set forth above, including the requirement that the Indirect Claimant provide the Trust and the Debtors with a full release of the Direct Claimant's Talc Claim, the Indirect Claimant may request that the Trust review the Indirect Talc Claim individually to determine whether the Indirect Claimant can establish under applicable state or federal law that the Indirect Claimant has paid all or a portion of a liability or obligation that the Trust had to the Direct Claimant. If (a) the Indirect Claimant can show that it has paid all or a portion of such a liability or obligation, (b) the Trust has not already paid the Direct Claimant, and (c) the Indirect Claimant provides a release of the Trust and the Debtors substantially in the form of the release attached hereto as Exhibit A, the Trust shall reimburse the Indirect Claimant the amount of the liability or obligation so paid, subject to the payment provisions set forth in Sections 2 and 3 above, including the installment payment provisions of Section 3.2. However, in no event shall such reimbursement to the Indirect Claimant be greater than the amount to which the Direct Claimant would have otherwise been entitled. Further, the liquidated value of any Indirect Talc Claim paid by the Trust to an Indirect Claimant shall be treated as an offset to or reduction of the full liquidated value of any Talc Claim that might be subsequently asserted by the Direct Claimant against the Trust.

The Liquidating Trustee may develop and approve a separate proof of claim form for Indirect Talc Claims. Indirect Talc Claims that have not been disallowed, discharged, or otherwise resolved by prior order of the Bankruptcy Court shall be processed in accordance with procedures to be developed and implemented by the Liquidating Trustee consistent with the provisions of this Section 4.3(d), which procedures (a) shall determine the validity, acceptability, and enforceability

of such claims and (b) shall otherwise provide the same liquidation and payment procedures and rights to the holders of such claims as the Trust would have afforded the holders of the underlying valid Talc Claims. Any dispute between the Trust and the Indirect Claimant over whether the Indirect Claimant has a right to reimbursement for any amount paid to a Direct Claimant shall be subject to the arbitration process provided in Section 4.5 below.

To the extent any insurer makes a payment that gives rise to an Indirect Talc Claim, the insurer may submit such a claim to the Trust on a claim form in a form and manner approved by the Liquidating Trustee, with the consent of the TAC, which shall include, without limitation, the basis for that claim, identification of the Talc Claim for which costs were incurred, the amount incurred, proof of payment, and any insurance policy alleged to give rise to the Indirect Talc Claim. To the extent such Indirect Talc Claim is allowed by the Liquidating Trustee, it shall be paid by the Trust in accordance with the Plan and this TDP. The Liquidating Trustee will make a determination of the validity of such Indirect Talc Claim on the basis of the terms of any relevant policy and applicable law. The Liquidating Trustee will consider: (1) whether that payment would give rise to a claim against a Debtor under applicable state law, and (2) if it would give rise to a claim, whether that claim meets the presumptive validity requirements in this Section 4.3(d), or is otherwise allowable under applicable law. To the extent that the insurer disagrees with that determination, the insurer may challenge that determination pursuant to the applicable provisions of this TDP, including the procedures set forth in Sections 4.5. The Trust, and not the Debtors, will be responsible for any payments or reimbursements to insurers or others required by the Plan.

4.4 Evidentiary Requirements.

4.4(a) Mesothelioma Medical Evidence.

4.4(a)(1) In General. A diagnosis of mesothelioma is required, and it must be based upon either (i) a physical examination of the Claimant by the physician providing the mesothelioma diagnosis or (ii) a diagnosis by a board-certified pathologist or by a pathology report prepared at or on behalf of a hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations. If the diagnosis is based upon a physical examination by the physician providing the diagnosis, the diagnosis must be supported by a medical report of the diagnosing physician and medical records demonstrating that the Claimant was treated for mesothelioma.

All diagnoses of mesothelioma shall be accompanied by either (i) a statement by the physician providing the diagnosis that at least ten (10) years have elapsed between the date Debtor Talc Exposure began and the diagnosis, or (ii) a history of the Claimant's Debtor Talc Exposure sufficient to establish a 10-year latency period.

4.4(a)(2) Credibility of Medical Evidence. Before making any payment to a Claimant, the Trust must have reasonable confidence that the medical evidence provided in support of the Talc Claim is credible and consistent with recognized medical standards. Medical evidence (i) that is of a kind shown to have been received in evidence by a state or federal judge at trial, (ii) that is consistent with evidence submitted to the Debtors to settle for payment mesothelioma cases prior to the Debtors' chapter 11 cases, or (iii) that is a diagnosis by a physician shown to have previously qualified as a medical expert with respect to mesothelioma before a state or federal judge, is presumptively reliable, although the Trust may rebut the presumption. In addition, Claimants who otherwise meet the requirements of this TDP for payment of a Talc Claim shall be paid regardless of the results in any litigation at any time between the Claimant and any

other defendant in the tort system. However, any relevant evidence submitted in a proceeding in the tort system, other than findings of fact, a verdict, or a judgment, involving another defendant may be introduced by either the Claimant or the Trust in any Individual Review proceeding conducted pursuant to Section 4.3(c)(1) above.

4.4(b) Exposure Evidence. In order for a mesothelioma Claimant to receive compensation from the Trust, the Claimant must demonstrate that he or she was regularly exposed for a period of at least three (3) years to talc products processed, milled, manufactured, sold, and/or distributed by a Debtor or by any other Entity for whose conduct a Debtor has liability (“**Regular Exposure to Debtor Cosmetic Talc**”). Claims based on conspiracy theories that involve no such exposure are not compensable under this TDP. For Expedited Review, credible evidence may be established by an affidavit or sworn statement based on personal knowledge, provided the Trust finds such evidence reasonably reliable, or by other credible evidence. For Individual Review, the Claimant must provide either verified answers to interrogatories or deposition testimony under oath addressing details of his or her talc and asbestos exposure history. In both the case of Expedited Review and Individual Review, the Trust may ask for the submission of other or additional evidence of exposure when it deems such to be necessary. The Trust shall utilize a product list to determine to the best of its ability based on such information as might be reasonably available to the Debtors if the Debtor product to which the Claimant alleges exposure contained talc and shall determine, based on all of the details provided by the Claimant with respect to Debtor Talc Exposure, if the extent of the Claimant’s exposure to the product was sufficient to be classified as “regular exposure.”

For Other Disease Claims, the Claimant must provide either verified answers to interrogatories or deposition testimony under oath addressing details of his or her talc and asbestos

exposure history. The Trust may ask for the submission of other or additional evidence of exposure when it deems such to be necessary and shall utilize the product list referenced above to determine if the Debtor product to which the Claimant alleged exposure contained talc. Based on the information provided for these claims, as detailed in Section 4.3(c)(2) above, the Trust shall determine if the Claimant's Debtor Talc Exposure increased the Claimant's risk of developing the subject disease.

4.5 Right to Arbitration. The Liquidating Trustee, with the consent of the TAC, shall develop and adopt ADR Procedures that provide that after a Claimant has completed the Talc Claim review process set forth in Section 4.3 of this TDP, that Claimant may elect binding arbitration of a dispute regarding the Claimant's right to recover from the Trust or the liquidated value of the Claimant's Talc Claim; *provided, however*, that in any arbitration, the arbitrator shall consider the same medical and exposure evidentiary requirements set forth in Sections 4.3 and 4.4 of this TDP. In the case of an arbitration involving the liquidated value of a claim, the arbitrator shall consider the same valuation factors that are set forth in Section 4.3 above.

In order to facilitate the Individual Review Process with respect to Talc Claims that have elected Individual Review, the Trust may develop a valuation model that enables the Trust to efficiently make initial liquidated value offers on those claims in the Individual Review setting. In an arbitration involving any such claim, the Trust shall neither offer into evidence or describe any such model nor assert that any information generated by the model has any evidentiary relevance or should be used by the arbitrator in determining the presumed correct liquidated value in the arbitration. The underlying data that was used to create the model may be relevant and may be made available to the arbitrator but only if provided to the Claimant or his or her counsel at least ten (10) days prior to the arbitration proceeding

Any disputes regarding whether a claim is a Pre-Petition Liquidated Claim or the amount owed on such claim shall be subject to the same arbitration process, in which case the arbitrator shall consider the provisions of Section 4.2 of this TDP in determining whether the claim is a Pre-Petition Liquidated Claim and the amount owed to the Claimant.

A claim determined by the arbitrator to qualify for payment will be paid pursuant to Sections 2 and 3 of this TDP.

4.6 Second Disease Claims. Notwithstanding any other provisions hereof, the holder of an Other Disease Claim may assert a new Talc Claim against the Trust for a mesothelioma Talc Claim that is subsequently diagnosed. Any additional payment to which such Claimant may be entitled with respect to such mesothelioma Talc Claim shall be reduced by the amount paid by the Trust for the Other Disease Claim.

4.7 Claims Audit Program. The Trust, with the consent of the TAC, shall develop a Claims Audit Program. Such Claims Audit Program may include methods for auditing the reliability of medical evidence as well as the reliability of evidence of Debtor Talc Exposure and evidence relating to other talc and asbestos exposures. In the event that the Trust determines that any individual or entity has engaged in a pattern or practice of providing unreliable evidence to the Trust, the Trust may decline to accept additional evidence from such individual or entity in the future.

The Trust shall utilize the services of a third-party claims processing facility (the “**Claims Processor**”) to assist in the evaluation of Talc Claims submitted to the Trust and shall participate in a cross-trust audit program (the “**Cross-Trust Audit Program**”). The Cross-Trust Audit Program shall include a comparison of claims filed with the Trust against claims filed with all other asbestos and talc trusts administered by the Claims Processor that participate in the Cross-

Trust Audit Program. The filing of any claim with the Trust, regardless of the treatment sought, shall constitute consent for each other asbestos and talc trust participating in the Cross-Trust Audit Program to release to the entity overseeing the Cross-Trust Audit Program (the “**Auditor**”) all information submitted to such other asbestos or talc trust by or on behalf of the Claimant pursuant to the provisions of the Cross-Trust Audit Program and to disclose the status of any such claim and the amount and the date of any payment on the claim to the Auditor.

To the extent that the Trustee believes that it is relevant, nothing herein shall preclude the Trust or the Auditor, in the Trustee’s sole discretion, from reviewing or taking into consideration complaints filed in state or federal court or claims filed against other asbestos or talc trusts. Any Claimant selected for a Trust audit shall cooperate and, if requested by the Trustee, provide the Trust or the Auditor with authorization to obtain from other asbestos and talc trusts any information such Claimant has submitted to such other asbestos and talc trusts.

In the event that an audit reveals that fraudulent information has been provided to the Trust, the Trust may penalize any Claimant or Claimant’s attorney by rejecting the Talc Claim or by other means including, but not limited to, requiring the source of the fraudulent information to pay the costs associated with the audit and any future audit or audits, reordering the priority of payment of all affected Claimants’ Talc Claims, raising the level of scrutiny for additional information submitted from the same source or sources, refusing to accept additional evidence from the same source or sources, seeking the prosecution of the Claimant or Claimant’s attorney for presenting a fraudulent claim in violation of 18 U.S.C. § 152, and/or seeking sanctions from the Bankruptcy Court.

SECTION V

Claims Materials

5.1 Claims Materials. The Trust shall prepare suitable and efficient claims materials (“**Claims Materials**”) for all Talc Claims, and shall provide such Claims Materials upon a written request for such materials to the Trust. The Claims Materials shall include a proof of claim form and shall require TAC consent. The proof of claim form shall include a certification by the Claimant or his or her attorney sufficient to meet the requirements of Rule 11(b) of the Federal Rules of Civil Procedure, as if the completed proof of claim form were a filing subject to that rule.

5.2 Content of Claims Materials. The Claims Materials shall include a copy of this TDP, such instructions as the Liquidating Trustee and the TAC shall approve, and a detailed proof of claim form.

5.3 Filing Fee. Each Claimant must submit a filing fee of Five Hundred Dollars (\$500.00) to have an unliquidated Talc Claim filed with and processed by the Trust. The fee shall be refunded if the Claimant receives and accepts a settlement offer from the Trust. A Talc Claim that is submitted to the Trust without a filing fee shall not be considered filed for purposes of tolling the applicable statute of limitations and shall not be placed in the FIFO Processing Queue.

5.4 Withdrawal or Deferral of Claims. A Claimant may withdraw a Talc Claim at any time upon written notice to the Trust and file another claim subsequently without affecting the status of the claim for statute of limitations purposes, but any such claim filed after withdrawal shall be given a place in the FIFO Processing Queue based on the date of such subsequent filing and the Claimant shall be required to submit a new filing fee for the claim. A Claimant may also request that the processing of his or her Talc Claim by the Trust be deferred for a period not to exceed one (1) year without affecting the status of the claim for statute of limitations and repose

purposes, in which case the Claimant shall also retain his or her original place in the FIFO Processing Queue. Except for Talc Claims held by representatives of deceased or incompetent individuals for which court or probate approval of the Trust's offer is required, a Talc Claim shall be deemed to have been withdrawn if the Claimant neither accepts, rejects, nor initiates arbitration within one (1) year of the Trust's written offer of payment or rejection of the Talc Claim.

5.5 Confidentiality of Claimants' Submissions. All submissions to the Trust by a Claimant, including the proof of claim form and materials related thereto, shall be treated as made in the course of settlement discussions between the Claimant and the Trust, and intended by the parties to be confidential and to be protected by all applicable state and federal privileges, including but not limited to those directly applicable to settlement discussions. The Trust will preserve the confidentiality of such Claimant submissions, and shall disclose the contents thereof only, with the permission of the Claimant, to a trust established for the benefit of talc and/or asbestos personal injury claimants pursuant to the Bankruptcy Code or other applicable law, to such other persons as authorized by the Claimant, or in response to a valid subpoena of such materials issued by the Bankruptcy Court, a Delaware State Court, or the United States District Court for the District of Delaware. Furthermore, the Trust shall provide counsel for the Claimant of the applicable Talc Claim a copy of any such subpoena upon being served. The Trust shall, on its own initiative, or upon request of the Claimant in question, take all necessary and appropriate steps to preserve said privileges before the Bankruptcy Court, a Delaware State Court, or the United States District Court for the District of Delaware and before those courts having appellate jurisdiction related thereto. Nothing in this TDP, the Plan, or the Trust Agreement expands, limits or impairs the obligation under applicable law of a Claimant to respond fully to lawful discovery in an underlying civil

action regarding his or her submission of factual information to the Trust for the purpose of obtaining compensation for talc-related injuries from the Trust.

Notwithstanding anything in the foregoing to the contrary, with the consent of the TAC, the Trust may disclose information, documents, or other materials reasonably necessary in the Trust's judgment to preserve, litigate, resolve, or settle insurance coverage or to comply with an applicable obligation under an insurance policy, indemnity, or settlement agreement; *provided, however*, that the Trust shall take any and all steps reasonably feasible in its judgment to preserve the further confidentiality of such information, documents, and materials, and prior to the disclosure of such information, documents, or materials to a third party, the Trust shall receive from such third party a written agreement of confidentiality that (a) ensures that the information, documents, and materials provided by the Trust shall be used solely by the receiving party for the purpose stated in the confidentiality agreement and (b) prohibits any other use or further dissemination of the information, documents, and materials by the third party.

SECTION VI

General Guidelines for Liquidating and Paying Claims

6.1 Showing Required. To establish a compensable Talc Claim, a Claimant must meet the requirements set forth in this TDP.

6.2 Costs Considered. Notwithstanding any provisions of this TDP to the contrary, the Liquidating Trustee shall always give appropriate consideration to the cost of investigating and uncovering invalid Talc Claims so that the payment of compensable Talc Claims is not further impaired by such processes with respect to issues related to the validity of the evidence supporting a Talc Claim. The Liquidating Trustee shall also have the latitude to make judgments regarding the amount of transaction costs to be expended by the Trust so that compensable Talc Claims are

not unduly further impaired by the costs of additional investigation. Nothing herein shall prevent the Liquidating Trustee, in appropriate circumstances, from contesting the validity of any Talc Claim filed with the Trust whatever the costs, or declining to accept evidence from sources that the Liquidating Trustee has determined to be unreliable.

6.3 Releases. As a condition to receiving any payment from the Trust, a Claimant shall be required to execute a release substantially in the form attached hereto as Exhibit A. The Liquidating Trustee may modify the provisions of the release with the consent of the TAC; *provided, however*, that no such change shall be inconsistent with the terms of the Plan or the Confirmation Order and/or modify in any way the releases and injunctions contained in the Plan or the Confirmation Order.

6.4 Lien Resolution. Each Claimant and the law firm that represents the Claimant (if any) shall be responsible for resolving all lien obligations owed to a Claimant's private or governmental health insurer with respect to any payment received from the Trust.

6.5 Third-Party Services. Nothing in this TDP shall preclude the Trust from contracting with a claims resolution organization to provide services to the Trust so long as decisions about the approval and liquidated value of Talc Claims are based on the relevant provisions of this TDP.

6.6 Punitive Damages. Except as provided in Section 4.2 above, in no circumstances shall the Trust or an arbitrator assign any Talc Claim value for any punitive or exemplary damages (i.e., damages other than compensatory damages) notwithstanding their availability in the tort system.

6.7 Foreign Claims. Notwithstanding anything to the contrary herein, the Trust shall only pay Talc Claims if there is an allegation of Debtor Talc Exposure in the United States or the United Kingdom.

SECTION VII

Miscellaneous

7.1 Amendments. Except as otherwise provided herein, the Liquidating Trustee may amend, modify, delete, or add to any provisions of this TDP (including, without limitation, amendments to conform this TDP to advances in scientific or medical knowledge or other changes in circumstances), provided the Trust first obtains the written consent of the TAC; *provided, however,* that no such change shall be inconsistent with the terms of the Plan or the Confirmation Order and/or modify in any way the releases and injunctions contained in the Plan or the Confirmation Order. Notwithstanding the foregoing, absent Bankruptcy Court or District Court approval after appropriate notice and opportunity to object, the Liquidating Trustee may not amend this TDP (i) to increase the Scheduled Value or Maximum Value for mesothelioma claims set forth herein or the maximum value for Other Disease Claims set forth in Section 4.3(c)(2) above or (ii) to materially change the Medical/Exposure Criteria set forth herein.

7.2 Severability. Should any provision contained in this TDP be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this TDP.

7.3 Governing Law. This TDP shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, without regard to any choice of law rules.

7.4 Defenses of the Trust. The Trust shall have all defenses (including, with respect to, product identification), cross-claims, offsets, and recoupments, as well as rights of

indemnification, contribution, subrogation, and similar rights that the Debtor has or would have had under applicable law with respect to any action taken pursuant to this TDP. The Trust shall have all statute of limitation defenses that would have been available to the Debtors in the tort system.

Exhibit B

Notice of Effective Date

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

	X	
	:	
In re	:	Chapter 11
	:	
AIO US, INC., et al.,	:	Case No. 24–11836 (CTG)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
	:	Re: Docket Nos. 812, 965, 1027, 1048, 1319 & [●]
	:	
	X	

**NOTICE OF OCCURRENCE OF
EFFECTIVE DATE AND ENTRY OF ORDER
CONFIRMING FOURTH AMENDED JOINT CHAPTER 11 PLAN
OF LIQUIDATION OF AIO US, INC. AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE that on September 24, 2025, AIO US, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), filed the *Fourth Amended Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and Its Debtor Affiliates* [Docket No. [●]] (together with all exhibits and schedules thereto and as may be amended, modified, or supplemented from time to time, the “**Plan**”)² with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

PLEASE TAKE FURTHER NOTICE that on [●], 2025, the Bankruptcy Court entered the *Order (I) Confirming Fourth Amended Joint Chapter 11 Plan of Liquidation of AIO US, Inc. and Its Debtor Affiliates and (II) Granting Related Relief* [Docket No. [●]] (the “**Confirmation Order**”).

PLEASE TAKE FURTHER NOTICE that on [●], 2025, all conditions precedent to consummation of the Plan were satisfied or waived in accordance with Article IX of the Plan. Further, no stay of the Confirmation Order is in effect. Accordingly, the Plan was substantially consummated and became effective on [●], 2025 (the “**Effective Date**”). As of the Effective Date, all releases, exculpations, waivers, and injunctions set forth in the Plan are now effective.

PLEASE TAKE FURTHER NOTICE that in accordance with the Plan, the ALT Documents, and the Confirmation Order, the Avon Liquidation Trust shall administer, process, settle, resolve, liquidate, satisfy, and pay (from the designated fund therefor), as applicable, Claims against the Debtors from and after the Effective Date. The Avon Liquidation Trust shall be

¹ A complete list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number is available at <https://dm.epiq11.com/case/aiousinc/info>. The Debtors’ mailing and service address is 4 International Drive, Suite 110, Rye Brook, New York 10573.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Confirmation Order (as defined herein), as applicable.

administered and implemented by the Liquidating Trustee subject to the consent and consultation rights of the ALT Trust Advisory Committee as provided in the ALT Documents. As set forth in Section 5.4 of the Plan, as of the Effective Date, the Avon Liquidation Trust shall assume sole and exclusive responsibility and liability for all liabilities of the Liquidating Debtors arising after the Effective Date, and such liabilities shall be liquidated, resolved, or paid by the Avon Liquidation Trust from the ALT Operating Reserve. Talc Claims will be administered and liquidated pursuant to the Plan and the Trust Distribution Procedures, as applicable.

PLEASE TAKE FURTHER NOTICE that, pursuant to Section 10.5 of the Plan and the Confirmation Order, the Bankruptcy Court issued an Insurance Entity Injunction to facilitate the Insurance Rights Transfer, protect the Avon Liquidation Trust, and preserve its Insurance Rights pursuant to the equitable jurisdiction and power of the Bankruptcy Court. A complete description of the Claims, demands, or Causes of Action enjoined by the Insurance Entity Injunction and the reservations related thereto are set forth in more detail in Section 10.5 of the Plan. **Please read the Confirmation Order and the Plan carefully for details regarding how the Insurance Entity Injunction may affect your rights.**

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 8.1 of the Plan, each executory contract and unexpired lease of the Debtors not previously assumed, rejected, or assumed and assigned by the Debtors during the chapter 11 cases, shall be deemed automatically rejected unless such executory contract or unexpired lease (i) is listed on the Schedule of Assumed and Assigned Contracts or (ii) as of the Effective Date, is subject to a pending motion to assume, reject, or assume and assign such executory contract or unexpired lease.

Unless an executory contract or unexpired lease was, separate from the Plan, previously rejected, assumed, assigned, or assumed and assigned on or before the Effective Date, such executory contract or unexpired lease shall be deemed rejected upon the occurrence of the Effective Date pursuant to Section 8.1 of the Plan unless such contract or lease (i) is listed on the Schedule of Assumed and Assigned Contracts (which is included in the Plan Supplement and as the same may be amended from time to time) or (ii) as of the Effective Date, is subject to a pending motion to assume, reject or assume and assign.

PLEASE TAKE FURTHER NOTICE that in accordance with Section 8.4 of the Plan, in the event that the rejection of an executory contract or unexpired lease, solely pursuant to the Plan, results in damages to the other party or parties to such contract or lease, a Proof of Claim on account of such rejection damages Claim must be filed and served upon the Debtors **no later than thirty (30) calendar days after the later of (i) the Effective Date or (ii) the effective date of the rejection of such executory contract or unexpired lease (the “Rejection Damages Bar Date”).**

PLEASE TAKE FURTHER NOTICE that any such rejection damages Claim will be forever barred and will not be enforceable against the Debtors or their Estates, properties, or interests in property, unless a Proof of Claim is timely filed by the Rejection Damages Bar Date.

PLEASE TAKE FURTHER NOTICE that except as otherwise provided in Section 2.1 of the Plan, the applicable deadline for filing requests for payment of Administrative Expense Claims (other than Professional Fee Claims and Statutory Fees) shall be the date that is sixty (60) calendar days after the Effective Date (the “**Administrative Expense Claims Bar Date**”). Holders of Administrative Expense Claims that are required to, but do not, file and serve requests for the payment of such Administrative Expense Claims by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors or their Assets.

PLEASE TAKE FURTHER NOTICE that all documents filed with the Bankruptcy Court in connection with the above-captioned chapter 11 cases, including the Plan, the Plan Supplement (including the Schedule of Assumed and Assigned Contracts), and the Confirmation Order, may be viewed free of charge by visiting the website maintained by Epiq at <https://dm.epiq11.com/case/aiousinc/info>. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee by accessing the Bankruptcy Court’s website at <http://www.deb.uscourts.gov>. Note that a PACER password and login are required to access documents on the Bankruptcy Court’s website. A PACER password can be obtained by visiting <http://www.pacer.psc.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith), the Plan Supplement, and the Confirmation Order are effective and enforceable and shall bind the Liquidating Debtors, the Released Parties, the Exculpated Parties, all holders of Claims and Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other Person giving, acquiring, or receiving property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any other party in interest in these chapter 11 cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. All settlements, compromises, releases (including the releases set forth in Article X of the Plan), waivers, exculpations, and injunctions set forth in the Plan are effective and binding on any Person that may have had standing to assert any settled, compromised, released, waived, exculpated, or enjoined Causes of Action.

Date: [●], 2025
Wilmington, Delaware

/s/ [DRAFT]

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