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

FORM 8-K

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

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

COTY INC.
(Exact name of registrant as specified in its charter)

Delaware	001-35964	13-3823358
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

350 Fifth Avenue New York, NY	10118
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (212) 389-7300

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.01 par value	**COTY**	**New York Stock Exchange**

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

Emerging growth company ☐

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

Item 1.01. Entry Into a Material Definitive Agreement.

On May 11, 2020, Coty Inc. (NYSE: COTY) (the "Company" or "Coty"), entered into an Investment Agreement (the "Investment Agreement") with KKR Rainbow Aggregator L.P., a Delaware limited partnership (the "Investor"), relating to the issuance and sale by the Company to the Investor of up to 1,000,000 shares of the Company's new Series B Convertible Preferred Stock, par value $0.01 per share (the "Series B Preferred Stock"), for an aggregate purchase price of up to $1 billion, or $1,000.00 per share (the "Issuance"). The Issuance may be issued in two tranches: (i) an initial issuance of 750,000 shares of Series B Preferred Stock (the "Initial Issuance") and (ii) a subsequent issuance of 250,000 shares of Series B Preferred Stock, which is subject to the execution and delivery of a definitive purchase agreement between the Company and the Investor or certain of its affiliates, pursuant to which the Investor or its affiliates shall purchase a controlling interest in DivestCo (as defined below) (the "Divestiture Purchase Agreement"). The closing of the Initial Issuance (the "Closing Date") is conditioned upon certain customary closing conditions, and will not occur prior to May 26, 2020, unless otherwise agreed by the Investor.

The Series B Preferred Stock will rank senior to the shares of the Company's Class A Common Stock, par value $0.01 per share (the "Common Stock"), Class B Common Stock, par value $0.01 per share, and the Company's currently outstanding series of preferred stock with respect to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company. The Series B Preferred Stock will have a liquidation preference of $1,000.00 per share. Holders of the Series B Preferred Stock will be entitled to a dividend at the rate of 9.0% per annum, accruing daily and payable quarterly in arrears, and subject to an upward adjustment to 12% per annum if the Divestiture Purchase Agreement is not executed by May 30, 2020; provided that if the Divestiture Purchase Agreement is executed by May 30, 2020, then the dividend rate shall increase by 1.0% on the seven (7) year anniversary of the Closing Date and shall increase by an additional 1.0% on each subsequent anniversary up to a total of 12.0%, as set forth in the Certificate of Designations designating the Series B Preferred Stock, a form of which is attached as Exhibit A to the Investment Agreement (the "Certificate of Designations"). If the Company does not declare and pay a dividend on the Series B Preferred Stock on any dividend payment date, the dividend rate will increase by 1% per annum until all accrued but unpaid dividends have been paid in full. Dividends will be payable in cash, by increasing the amount of accrued dividends with respect to a share of Series B Preferred Stock, or any combination thereof, at the sole discretion of the Company.

The Series B Preferred Stock will be convertible at the option of the holders thereof at any time after the expiration or early termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), into shares of Common Stock at an initial conversion price of $6.24 per share of Series B Preferred Stock and an initial conversion rate of 160.2564 shares of Common Stock per share of Series B Preferred Stock, subject to an upward adjustment of the conversion rate to 178.0627 if the Divestiture Purchase Agreement is not executed by May 30, 2020, in each case further subject to certain anti-dilution adjustments. At any time after the third anniversary of the Closing Date, if the volume weighted average price of the Common Stock exceeds $12.48 per share, as may be adjusted pursuant to the Certificate of Designations, for at least 20 trading days in any period of 30 consecutive trading days, at the election of the Company, all or any portion of the Series B Preferred Stock will be convertible into the relevant number of shares of Common Stock. Pursuant to the terms of the Certificate of Designations, unless and until approval of the Company's stockholders is obtained as contemplated by New York Stock Exchange ("NYSE") listing rule 312.03(d) (the "Stockholder Approval"), no holder will have the right to acquire shares of Common Stock if and solely to the extent that such conversion would result in the holder beneficially owning a number of shares of Common Stock that could trigger a change of control under NYSE listing rules (such limitation, the "Ownership Limitation"). The Company has the right to settle any conversion over the Ownership Limitation of a holder in cash if the Stockholder Approval is not obtained.

Under the Certificate of Designations, after the expiration or early termination of the applicable waiting period under the HSR Act with respect to any conversion of the Series B Preferred Stock, holders of the Series B Preferred Stock will be entitled to vote with the holders of the Common Stock on an as-converted basis, subject to the Ownership Limitation. Holders of the Series B Preferred Stock will be entitled to a separate class vote with respect to, among other things, amendments to the Company's organizational documents that have an adverse effect on the Series B Preferred Stock, authorizations or issuances by the Company of securities that are senior to, or equal in priority with, the Series B Preferred Stock, increases or decreases in the number of authorized shares of Series B Preferred Stock, and issuances of shares of the Series B Preferred Stock after the Closing Date.

At any time following the fifth anniversary of the Closing Date, the Company may redeem some or all of the Series B Preferred Stock for a per share amount in cash equal to: (i) the sum of (x) 100% of the liquidation preference thereof, plus (y) all accrued and unpaid dividends, multiplied by (ii) (A) 107% if the redemption occurs at any time after the fifth anniversary of the Closing Date and prior to the sixth anniversary of the Closing Date, (B) 105% if the redemption occurs at any time after the sixth anniversary of the Closing Date and prior to the seventh anniversary of the Closing Date, and (C) 100% if the redemption occurs at any time after the seventh anniversary of the Closing Date (such price, the "Redemption Price").

Upon certain change of control events involving the Company, the holders of the Series B Preferred Stock may, at such holder's election (i) convert their shares of Series B Preferred Stock into Common Stock at the then-current conversion price; provided that if such change of control occurs on or before the fifth anniversary of the Closing Date, the Company will also be required to pay the holders of the Series B Preferred Stock a "make-whole" premium or (ii) cause the Company to redeem their shares of Series B Preferred Stock in an amount in cash equal to (x) if the change of control occurs on or before the fifth anniversary of the Closing Date, 110% of the sum of the liquidation preference thereof plus any accrued and unpaid dividends and (y) if the change of control occurs on or after the fifth anniversary of the Closing Date, 100% of the Redemption Price. In the case of either clause (i) or (ii) above, if such change of control occurs on or before the fifth anniversary of the Closing Date, the Company will also be required to pay the holders of the Series B Preferred Stock a "make-whole" premium. If no such election is made with respect to any share of Series B Preferred Stock, such share shall remain outstanding.

Pursuant to the Investment Agreement, the Company has agreed to increase the size of its board of directors (the "Board") in order to elect, as of the Closing Date, two individuals designated by the Investor (the "Designees") to the Board for a term expiring at next year's annual meeting of the Company's stockholders. For so long as the Investor or its affiliates beneficially own at least 50% of the shares of Series B Preferred Stock purchased in the Issuance on an as-converted basis, the Investor will have the right to designate two Designees for election to the Board. After the Investor ceases to own at least 50% of the shares of Series B Preferred Stock purchased in the Issuance on an as-converted basis, the Investor will have the right to designate one Designee for election to the Board. The Investor shall no longer be entitled to designate any Designees for election to the Board after the Investor ceases to own at least 20% of the shares of Series B Preferred Stock purchased in the Issuance on an as-converted basis.

The Investor will be subject to certain standstill restrictions, including that the Investor will be restricted from acquiring additional equity securities of the Company if such acquisition would result in beneficial ownership in excess of 15% of the Company's issued and outstanding Common Stock, until the later of 90 days after which the Investor has no rights (or has irrevocably waived its rights) to appoint a Designee and the three month anniversary of the Closing Date. Subject to certain exceptions, the Investor will be restricted from transferring the Series B Preferred Stock until the three month anniversary of the Closing Date.

The Investor and its affiliates will have certain customary registration rights with respect to shares of the Series B Preferred Stock and the shares of the Common Stock held by the Investor issued upon any future conversion of the Series B Preferred Stock pursuant to the terms of a registration rights agreement, a form of which is attached as Exhibit B to the Investment Agreement.

The foregoing description of the terms of the Series B Preferred Stock, the Investment Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Investment Agreement and the schedules thereto, which is attached hereto as Exhibit 10.1, and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 is incorporated herein by reference.

As described in Item 1.01, pursuant to the terms of the Investment Agreement, the Company has agreed to issue shares of the Series B Preferred Stock to the Investor. This issuance and sale will be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 4(a)(2) of the Securities Act. The Investor represented to the Company that it is an "accredited investor" as defined in Rule 501 of the Securities Act and that the Series B Preferred Stock is being acquired for investment purposes and not with a view to, or for sale in connection with, any distribution thereof, and appropriate legends will be affixed to any certificates evidencing shares of the Series B Preferred Stock or shares of the Common Stock issued in connection with any future conversion of the Series B Preferred Stock.

Item 8.01. Other Events

On May 11, 2020, the Company entered into a non-binding term sheet with KKR Rainbow Aggregator (Asset) GP LLC, a Delaware limited liability company (the "DivestCo Investor") (the "Term Sheet") to divest the Company's Professional Beauty (including Professional Hair, OPI and GHD) and Retail Hair businesses, which for the avoidance of doubt shall include the professional and Wella retail hair businesses in Brazil but exclude the Brazilian consumer beauty business (together, the "Divested Businesses"). Pursuant to the Term Sheet, upon consummation of the transactions contemplated thereby, the DivestCo Investor, or certain of its affiliates, will acquire and/or subscribe for 60% of the issued share capital of a newly formed entity ("DivestCo") (or a holding company thereof) that, at the time of consummation of the acquisition, will own the Divested Businesses. The Term Sheet contemplates an enterprise value of DivestCo of $4.3 billion, on a debt free, cash free basis with a normalized level of working capital to be agreed by the parties.

In connection with the Term Sheet, the Company has agreed to deal exclusively with the DivestCo Investor until 11:59 p.m. (London Time) on May 30, 2020, regarding a transaction related to the Divested Businesses.

On May 11, 2020, the Company issued a press release (the "Press Release") announcing the execution of the Investment Agreement and the Term Sheet. A copy of the press release is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Investment Agreement, dated May 11, 2020, by and between Coty Inc. and KKR Rainbow Aggregator L.P.
99.1	Press Release, dated May 11, 2020.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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

Coty Inc.
(Registrant)

Date: May 12, 2020

By: /s/ Pierre-André Terisse
Pierre-André Terisse
Chief Financial Officer and Chief Operating Officer

Exhibit 10.1

EXECUTION VERSION

INVESTMENT AGREEMENT

by and among

COTY INC.,

and

KKR RAINBOW AGGREGATOR L.P.

Dated as of May 11, 2020

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ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

ARTICLE V

ADDITIONAL AGREEMENTS

INVESTMENT AGREEMENT, dated as of May 11, 2020 (this "Agreement"), by and among Coty Inc., a Delaware corporation (the "Company") and KKR Rainbow Aggregator L.P., a Delaware limited partnership (the "Investor").

WHEREAS, the Company desires to issue, sell and deliver to the Investor, and the Investor desires to purchase and acquire from the Company, pursuant to the terms and conditions set forth in this Agreement, up to an aggregate of 1,000,000 shares of the Company's Series B Convertible Preferred Stock, par value $0.01 per share (the "Series B Preferred Stock"), having the powers, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof specified in the form of Certificate of Designations attached hereto as Exhibit A (the "Series B Certificate of Designations");

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

Definitions

Section 1.01 Definitions. (a) As used in this Agreement (including the recitals hereto), the following terms shall have the following meanings:

"20% Ownership Requirement" means that the Investor Parties continue to beneficially own at all times shares of Series B Preferred Stock and/or shares of Common Stock that represent in the aggregate and on an as converted basis, at least 20% of the number of shares of Common Stock beneficially owned by the Investor Parties, on an as converted basis, as of immediately following the Second Closing, to the extent the Second Closing occurs; provided, that if the Second Closing does not occur, as of immediately following the Initial Closing.

"50% Beneficial Ownership Requirement" means that the Investor Parties continue to beneficially own at all times shares of Series B Preferred Stock and/or shares of Common Stock that represent in the aggregate and on an as converted basis, at least 50% of the number of shares of Common Stock beneficially owned by the Investor Parties, on an as converted basis, as of immediately following the Second Closing, to the extent the Second Closing occurs; provided, that if the Second Closing does not occur, as of immediately following the Initial Closing.

"Acquisition Proposal" means any proposal or offer from any Person relating to any direct or indirect (i) sale, lease or other disposition directly or indirectly by merger, consolidation, business combination, share exchange, joint venture or otherwise of assets of the Company or any of its Subsidiaries representing 20% or more of the consolidated assets of the Company (other than sales of inventory in the ordinary course of business and consistent with past practice); (ii) issuance, sale or other disposition, directly or indirectly (including by way of merger, consolidation, business combination, share exchange, joint venture or any similar transaction), of securities (or options, rights or warrants to purchase, or securities convertible into

or exchangeable for, such securities) representing 10% or more of any class of equity securities of the Company (other than grants of Series A Preferred Stock, Company Stock Options and Company RSUs under the Company Stock Plans in the ordinary course of business to employees, officers or directors of the Company or any of its Subsidiaries); (iii) tender offer or exchange offer as defined pursuant to the Exchange Act that, if consummated, would result in any Person beneficially owning 10% or more of any class or series (or the voting power of any class or series) of equity securities of the Company or any other transaction in which any Person shall acquire beneficial ownership or the right to acquire beneficial ownership, of 10% or more of any class or series (or the voting power of any class or series) of equity securities; (iv) merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving any the Company or any of its Subsidiaries representing 20% or more of the consolidated assets of the Company; or (v) combination of the foregoing (in each case, other than the Transactions).

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person; provided, however, (i) that the Company and its Subsidiaries, on the one hand, and any Investor Party or any of its Affiliates, on the other hand, shall not be deemed to be Affiliates, (ii) "portfolio companies" (as such term is customarily used among institutional investors) in which any Investor Party or any of its Affiliates has an investment (whether as debt or equity) shall not be deemed an Affiliate of such Investor Party and (iii) the Excluded Sponsor Parties shall not be deemed to be Affiliates of any Investor Party, the Company or any of the Company's Subsidiaries. For this purpose, "control" (including its correlative meanings, "controlling", "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by Contract or otherwise.

"Anti- Money Laundering Laws" means anti-money laundering-related laws, regulations, and codes of practice applicable to the Company and its Subsidiaries and their operations from time to time, including without limitation the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same.

"as converted basis" means (i) with respect to the outstanding shares of Common Stock as of any date, all outstanding shares of Common Stock calculated on a basis in which all shares of Common Stock issuable upon conversion of the outstanding shares of Series A Preferred Stock, Series A-1 Preferred Stock and Series B Preferred Stock (at the applicable exchange price or conversion rate in effect on such date as set forth in the subscription agreement or certificate of designations in respect of such Preferred Stock) are assumed to be outstanding as of such date, (ii) with respect to any outstanding shares of Series A Preferred Stock as of any date, the number of shares of Common Stock issuable upon conversion of such shares of Series A Preferred Stock on such date (at the applicable exchange price in effect on such date as set forth in the applicable subscription agreements in respect of such Series A Preferred Stock), (iii) with respect to any outstanding shares of Series A-1 Preferred Stock as of any date, the number of shares of Common Stock issuable upon conversion of such shares of Series A-1 Preferred Stock on such date (at the applicable exchange price in effect on such date as set forth in the

applicable subscription agreements in respect of such Series A-1 Preferred Stock) and (iv) with respect to any outstanding shares of Series B Preferred Stock as of any date, the number of shares of Common Stock issuable upon conversion of such shares of Series B Preferred Stock on such date (at the Conversion Rate in effect on such date as set forth in the Series B Certificate of Designations).

"Available Registration Statement" shall mean, with respect to a Registration Statement as of a date, that (i) as of such date such Registration Statement is effective for an offering to be made on a delayed or continuous basis, there is no stop order with respect thereto and the Company reasonably believes that such Registration Statement will be continuously available for the resale of Registrable Securities for the next ten (10) Business Days and (ii) as of such date and continuously for the next ten (10) Business Days, (a) there is not in effect a Postponement Period or Quarterly Blackout Period (as each such term is defined in the Registration Rights Agreement) and (b) the Investor Parties are not restricted by the holdback provision of Section 9(a) of the Registration Rights Agreement or any related "lock-up" agreement.

Any Person shall be deemed to "beneficially own", to have "beneficial ownership" of, or to be "beneficially owning" any securities (which securities shall also be deemed "beneficially owned" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act; provided that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable immediately (including assuming conversion of all Series B Preferred Stock, if any, owned by such Person to Common Stock).

"Board" means the Board of Directors of the Company.

"Business Day" means any day except a Saturday, a Sunday or other day on which the SEC or banks in the City of New York are authorized or required by Law to be closed with respect to the provision of "essential services" (as defined by any applicable Governmental Authority from time to time).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Common Stock" means the class A common stock, par value $0.01 per share, of the Company.

"Company Charter Documents" means the Company's certificate of incorporation and bylaws, each as amended to the date of this Agreement, and shall include the Series B Certificate of Designations, as filed with the Secretary of State of the State of Delaware.

"Company Plan" means each plan, program, policy, agreement or other arrangement covering current or former employees, directors or consultants, that is (i) an employee welfare plan within the meaning of Section 3(1) of ERISA, (ii) an employee pension benefit plan within the meaning of Section 3(2) of ERISA, other than any plan which is a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA), (iii) a stock option, stock purchase, stock appreciation right or other stock-based agreement, program or plan, (iv) an individual employment, consulting, severance, retention or other similar agreement or (v) a

bonus, incentive, deferred compensation, profit-sharing, retirement, post-retirement, vacation, severance or termination pay, benefit or fringe-benefit plan, program, policy, agreement or other arrangement, in each case that is sponsored, maintained or contributed to by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries is obligated to contribute to or has or may have any liability, other than any plan, program, policy, agreement or arrangement sponsored and administered by a Governmental Authority.

"Company RSU" means a restricted stock unit with respect to Common Stock.

"Company Stock Option" means an option to purchase shares of Common Stock.

"Company Stock Plans" means the 2007 Stock Plan for Directors, as amended and restated on April 8, 2013 and the Amended and Restated Coty Inc. Equity and Long-Term Incentive Plan, in each case as amended from time to time.

"Competitor" means any Person that is primarily engaged in any business that directly or indirectly competes with the beauty products business of the Company or any of its Subsidiaries in North America and Europe.

"Conversion Rate" has the meaning set forth in the Series B Certificate of Designations.

"DGCL" means the Delaware General Corporation Law, as amended, supplemented or restated from time to time.

"Equity Commitment Letter" means that certain Equity Commitment Letter by and between KKR Europe Fund V (USD) SCSp, KKR European Fund V (EUR) SCSp and the Investor, dated as of the date hereof, a copy of which has been delivered to the Company concurrently with the execution of this Agreement.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Credit Agreement" means the Amended and Restated Credit Agreement, dated as of April 5, 2018 (as amended by Amendment No. 1 to the Credit Agreement, dated as of June 27, 2019 and Amendment No. 2 to the Credit Agreement, dated as of April 29, 2020), by and among the Company, Coty B.V., the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent, as amended, supplemented, amended and restated or otherwise modified from time to time.

"Export Control Laws" means the EC Regulation 428/2009 and the implementing laws and regulations of the EU member states; the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations; the U.K. Export Control Act 2002 (as amended and extended by the Export Control Order 2008) and its implementing rules and regulations; and other similar export control laws or restrictions applicable to the Company, its Subsidiaries and their respective operations from time to time.

"First Fall-Away of Investor Board Rights" means the first day on which the Investor Parties no longer meet the 50% Beneficial Ownership Requirement.

"Fraud" means actual, not constructive, common law fraud (under the laws of the State of Delaware) in the making of the representations and warranties expressly given in this Agreement.

"GAAP" means generally accepted accounting principles, as in effect in the United States from time to time.

"Governmental Authority" means any government, court, regulatory or administrative agency, commission, arbitrator or authority or other legislative, executive or judicial governmental official or entity (in each case including any self-regulatory organization), whether federal, state or local, domestic, foreign or multinational.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indenture" means the Indenture governing the 6.500% senior notes due 2026, the 4.000% senior notes due 2023 and the 4.750% senior notes due 2026, dated as of April 5, 2018, among the Company, as issuer, the subsidiary guarantors named therein, Deutsche Bank Trust Company Americas, as trustee, registrar and U.S. paying agent and Deutsche Bank AG, London Branch, as London paying agent.

"Investor" has the meaning set forth in the Preamble. Any reference to any action by the Investor Parties in this Agreement that requires an instrument in writing signed by the Investor Parties shall require an instrument in writing signed by the Investor, so long as it is the sole Investor Party, or each of the Investor Parties; provided that an instrument in writing signed by the Investor Representative shall be deemed to be an instrument in writing signed by each of the Investor Parties.

"Investor Designee" means an individual designated in writing by the Investor Parties and reasonably acceptable to the Board to be elected or nominated by the Company for election to the Board pursuant to Section 5.10(a), Section 5.10(c) or Section 5.10(d), as applicable; provided, that any employee of Sponsor with the title of managing director or member will be deemed reasonably acceptable to the Board.

"Investor Director" means a member of the Board who was elected to the Board as an Investor Designee.

"Investor Material Adverse Effect" means any effect, change, event or occurrence that, individually or in the aggregate, would or would reasonably be expected to, prevent, materially delay, interfere with, hinder or impair (i) the consummation by the Investor of any of the Transactions or (ii) the compliance by the Investor with its obligations under this Agreement.

"Investor Parties" means the Investor and each Permitted Transferee of the Investor to whom shares of Series B Preferred Stock or Common Stock issued upon conversion of shares of Series B Preferred Stock are transferred pursuant to Section 5.08(b)(i).

"KKR Capital Markets" means KKR Capital Markets LLC, KKR Capital Markets Partners LLP, KKR Capital Markets Japan Limited, KKR Capital Markets Asia Limited, KKR Capital Markets (Ireland) Limited or any of their respective Affiliates.

"KKR Capstone" means KKR Capstone Americas LLC or any of its Affiliates.

"Knowledge" means, with respect to the Company, the actual knowledge of the individuals listed on Section 1.01 of the Company Disclosure Letter, after reasonable inquiry.

"Liens" means any mortgage, pledge, lien, charge, encumbrance, security interest or other restriction of any kind or nature, whether based on common law, statute or contract.

"Lock-Up Period" means the period commencing on the Initial Closing Date and ending on the date that is three (3) months after the Initial Closing Date.

"Material Adverse Effect" means any effect, change, event or circumstance that, individually or in the aggregate, has had, or would reasonably be expected to (i) have a material adverse effect on the business, assets, properties, financial condition or results of operation of the Company and its Subsidiaries, taken as a whole; provided, however, that any changes or events resulting from the following items shall not be considered when determining whether a Material Adverse Effect has occurred: (a) changes in economic, political, regulatory, financial or capital market conditions generally or in the industries in which the Company and its Subsidiaries operate, (b) any acts of war, sabotage, terrorist activities or changes imposed by a Governmental Authority associated with national security, (c) effects of epidemics, pandemics or disease outbreaks (including the COVID-19 virus) or weather or meteorological events, (d) any change of Law, accounting standards, regulatory policy or industry standards after the date of this Agreement, (e) the announcement, execution or delivery of this Agreement or the consummation of the Transactions (it being understood that this clause (e) shall not apply to a breach of any representation or warranty set forth in Section 3.01, Section 3.03 or Section 3.04), (f) any actions taken by, or at the written request of, Investor or the Investor Parties and (g) any failure by the Company to meet projections or forecasts or revenue or earnings predictions for any period (but, for the purposes of clarity, not the underlying cause of such failure), except, solely with respect to clauses (a), (b), (c) and (d), to the extent the Company and its Subsidiaries, taken as a whole, are materially and disproportionately affected thereby relative to other participants in the industry or industries in which the Company and its Subsidiaries operate (in which case only the incremental material and disproportionate effect or effects may be taken into account in determining whether there has been a Material Adverse Effect) or (ii) prevent or materially delay, interfere with, hinder or impair (a) the consummation by the Company or its Subsidiaries of any of the Transactions on a timely basis or (b) the compliance by the Company or its Subsidiaries with its respective obligations under this Agreement.

"NYSE" means the New York Stock Exchange.

"Permitted Transferee" means (i) an Affiliate (other than any "portfolio company" described below) of the Investor, (ii) any successor entity, (iii) any customary co-investor so long as such transferor or its Affiliates continue to retain sole control of the voting and disposition of the Series B Preferred Stock so transferred; provided that the Investor shall be permitted to transfer up to 15% of the shares of Series B Preferred Stock directly to up to ten (10) third party co-investors who will control the voting and disposition of such shares, subject to compliance with Section 5.08(a)(i) during the Lock-Up Period or (iv) any investment fund, vehicle, holding company or similar entity for separately managed accounts with respect to which a member of the Sponsor Group serves as a general partner, managing member, manager or advisor, or any successor entity of the Persons described in this clause (iv); provided, however, that in no event shall (x) the Company or any of its Subsidiaries, (y) any "portfolio company" (as such term is customarily used among institutional investors) of any Person or any entity controlled by any portfolio company of any Person or (z) any Competitor (whether or not an Affiliate of the Investor) constitute a "Permitted Transferee".

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, any other form of entity or any group comprised of two or more of the foregoing.

"Preferred Stock" means, collectively, the Series A Preferred Stock, the Series A-1 Preferred Stock and the Series B Preferred Stock.

"Registrable Securities" has the meaning set forth in the Registration Rights Agreement.

"Registration Rights Agreement" means that certain Registration Rights Agreement to be entered into by the Company and the Investor on the Closing Date, the form of which is set forth as Exhibit B hereto, as it may be amended, supplemented or otherwise modified.

"Registration Statement" has the meaning set forth in the Registration Rights Agreement.

"Representatives" means, with respect to any Person, its officers, directors, principals, partners, managers, members, employees, consultants, agents, financial advisors, investment bankers, attorneys, accountants, other advisors and other representatives.

"SEC" means the Securities and Exchange Commission.

"Second Fall-Away of Investor Board Rights" means the first day on which the Investor Parties no longer meet the 20% Beneficial Ownership Requirement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Series A Certificate of Designations" means the Certificate of Designations of Preferred Stock, Series A, dated April 17, 2015, as it may be amended, supplemented or otherwise modified.

"Series A Preferred Stock" means the series A preferred stock, par value $0.01 per share, of the Company.

"Series A-1 Certificate of Designations" means the Certificate of Designations of Preferred Stock, Series A-1, dated February 4, 2019, as it may be amended, supplemented or otherwise modified.

"Series A-1 Preferred Stock" means the series A-1 preferred stock, par value $0.01 per share, of the Company.

"Sponsor" means Kohlberg Kravis Roberts & Co. L.P.

"Subsidiary" means with respect to any entity, (i) any corporation of which a majority of the securities entitled to vote generally in the election of directors thereof, at the time as of which any determination is being made, are owned by such entity, either directly or indirectly, and (ii) any joint venture, general or limited partnership, limited liability company or other legal entity in which such entity is the record or beneficial owner, directly or indirectly, of a majority of the voting interests or the general partner.

"Tax" or "Taxes" mean all taxes, imposts, levies, duties, deductions, withholdings (including backup withholding), assessments, fees or other like assessments or charges, in each case in the nature of a tax, imposed by a Governmental Authority, together with all interest, penalties and additions imposed with respect to such amounts.

"Tax Return" means any report, return, information return, filing, claim for refund or other information filed or required to be filed with a Governmental Authority in connection with Taxes, including any schedules or attachments thereto, and any amendments to any of the foregoing.

"Transaction Documents" means this Agreement, the Series B Certificate of Designations, the Registration Rights Agreement, the Equity Commitment Letter and all other documents, certificates or agreements executed in connection with the transactions contemplated by this Agreement, the Series B Certificate of Designations, the Registration Rights Agreement and the Equity Commitment Letter.

"Transactions" means the Purchase and the other transactions expressly contemplated by this Agreement and the other Transaction Documents, including the exercise by any Investor Party of the right to convert Acquired Shares into shares of Common Stock.

"Transfer" means, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares of equity securities beneficially owned by a Person or any interest in any shares of equity securities

beneficially owned by a Person; provided, however, that, notwithstanding anything to the contrary in this Agreement, a Transfer shall not include (i) the conversion of one or more shares of Series B Preferred Stock into shares of Common Stock pursuant to the Series B Certificate of Designations, (ii) the redemption or other acquisition of Common Stock or Series B Preferred Stock by the Company, (iii) the direct or indirect transfer of any limited partnership interests or other equity interests in an Investor Party (or any direct or indirect parent entity of such Investor Party) (provided that if any transferor or transferee referred to in this clause (iii) ceases to be controlled (directly or indirectly) by the Person (directly or indirectly) controlling such Person immediately prior to such transfer, such event shall be deemed to constitute a "Transfer") or (iv) the making any short sale of, granting any option for the purchase of, or entering into any hedging or similar transaction with the same economic effect as a short sale of or the purpose of which is to offset the loss which results from a decline in the market price of, any shares of Series B Preferred Stock or Common Stock, or otherwise establishing or increasing, directly or indirectly, a put equivalent position, as defined in Rule 16a-1(h) under the Exchange Act, with respect to the any of the Series B Preferred Stock or Common Stock or any other capital stock of the Company (any such action, a "Hedge"). In the event that any Person that is a corporation, partnership, limited liability company or other legal entity (other than an individual, trust or estate) ceases to be controlled by the Person controlling such Person or a Permitted Transferee thereof, such event shall be deemed to constitute a "Transfer" subject to the restrictions on Transfer contained or referenced herein.

"Wella Sale" means the acquisition by one or more newly formed entities formed by funds and/or separately managed accounts advised and/or managed by Kohlberg Kravis Roberts & Co. L.P. or its affiliates of at least a majority of the issued share capital of a newly formed entity (or a direct or indirect holding company thereof) that would, at the time such acquisition is completed, own all or substantially all of the Company's Professional Beauty (including Professional Hair, OPI and GHD) and Retail Hair businesses, which for the avoidance of doubt, shall include the professional and retail hair businesses in Brazil but exclude the Brazilian consumer beauty business ("Wella"), whether by merger, asset sale, stock sale, stock issuance or other business combination transaction.

(b) In addition to the terms defined in Section 1.01(a), the following terms have the meanings assigned thereto in the Sections set forth below:

Term	Section
Acquired Shares	2.01
Action	3.07
Additional Purchase Price	2.03(b)(ii)
Aggregate Purchase Price	2.03(b)(ii)
Agreement	Preamble
Anti-Corruption Laws	3.08(b)
Balance Sheet Date	3.05(c)
Bankruptcy and Equity Exception	3.03(a)
Capitalization Date	3.02(a)
Class B Common Stock	3.02(a)
Company	Preamble

Company Disclosure Letter	Article III
Company SEC Documents	3.05(a)
Company Securities	3.02(b)
Confidential Information	5.05
Confidentiality Agreement	5.05
Contract	3.03(b)
DOJ	5.02(c)
Excluded Sponsor Parties	5.14(a)
Filed SEC Documents	Article III
Foreclosure Limitations	5.08(b)(vi)
FTC	5.02(c)
HSR Form	5.02(b)
Initial Closing	2.02(a)
Initial Closing Date	2.02(a)
Initial Investor Director Designees	5.10(a)
Initial Purchase Price	2.02(b)(ii)
Investor Representative	8.13
IRS	5.12(a)
Issuer Agreement	5.16
Judgments	3.07
KKR	5.02(b)
Laws	3.08(a)
New Security	5.18(a)
Non-Recourse Party	8.05(b)
OFAC	3.08(d)
Permits	3.08(a)
Permitted Loan	5.08(b)(vi)
Preemptive Rights Portion	5.18(b)
Preemptive Securities	5.18(a)
Purchase	2.01
Restraints	6.01(a)
Restricted Country	3.08(e)
Sanctions	3.08(d)
Second Closing	2.03(a)
Second Closing Date	2.03(a)
Series B Preferred Stock	Recitals
Series B Certificate of Designations	Recitals
Sponsor Group	5.14(a)
Standstill Expiration Date	5.07
Termination Date	7.01(b)

ARTICLE II

Purchase and Sale

Section 2.01 Purchase and Sale. On the terms of this Agreement and subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the party entitled to the benefit thereof) of the conditions set forth in Article VI, at the Initial Closing or the Second Closing, as applicable, the Investor shall purchase and acquire from the Company, and the Company shall issue, sell and deliver to the Investor, shares of Series B Preferred Stock (the "Acquired Shares") for a purchase price per Acquired Share equal to $1,000.00. The purchase and sale of the Acquired Shares pursuant to this Section 2.01 is referred to as the "Purchase".

Section 2.02 Initial Closing. (a) On the terms of this Agreement, the initial closing of the Purchase (the "Initial Closing") shall occur at 10:00 a.m. (New York City time) on the second (2nd) Business Day following such date on which the conditions to the Initial Closing set forth in Article VI of this Agreement have been satisfied or, to the extent permitted by applicable Law, waived by the party entitled to the benefit thereof (other than those conditions that by their nature are to be satisfied at the Initial Closing, but subject to the satisfaction or waiver of those conditions at such time), and shall be conducted remotely via the electronic exchange of documents and signatures, or at such other place, time and date as shall be agreed between the Company and the Investor; provided that notwithstanding anything to the contrary herein, the Investor shall not be required to effect the Initial Closing prior to the fifteenth (15th) day after the date hereof (the date on which the Initial Closing occurs, the "Initial Closing Date").

(b) At the Initial Closing:

(i) the Company shall deliver to the Investor (A) 750,000 Acquired Shares, free and clear of all Liens, except restrictions imposed by the Series B Certificate of Designations, the Securities Act, Section 5.08 and any applicable securities Laws and evidence of the issuance of the Acquired Shares to the Investor, credited to book-entry accounts maintained by the transfer agent of the Company and (B) the Registration Rights Agreement, duly executed by the Company; and

(ii) the Investor shall (A) pay $750,000,000 (the "Initial Purchase Price") to the Company, by wire transfer of immediately available U.S. federal funds, to the account designated by the Company in writing at least two (2) Business Days prior to the Closing Date and (B) deliver to the Company the Registration Rights Agreement, duly executed by the Investor.

Section 2.03 Second Closing. (a) On the terms of this Agreement, an additional closing of the Purchase (the "Second Closing") shall occur at 10:00 a.m. (New York City time) on the fifteenth (15th) calendar day (or if such fifteenth (15th) calendar day is not a Business Day, the next Business Day thereafter) following such date on which the conditions to the Second Closing set forth in Article VI of this Agreement have been satisfied or, to the extent permitted by applicable Law, waived by the party entitled to the benefit thereof (other than those conditions that by their nature are to be satisfied at the Second Closing, but subject to the satisfaction or waiver of those conditions at such time), and shall be conducted remotely via the electronic

exchange of documents and signatures, or at such other place, time and date as shall be agreed between the Company and the Investor (the date on which the Second Closing occurs, the "Second Closing Date").

(b) At the Second Closing:

(i) the Company shall deliver to the Investor 250,000 Acquired Shares, free and clear of all Liens, except restrictions imposed by the Series B Certificate of Designations, the Securities Act, Section 5.08 and any applicable securities Laws and evidence of the issuance of the Acquired Shares to the Investor, credited to book-entry accounts maintained by the transfer agent of the Company; and

(ii) the Investor shall pay $250,000,000 (the "Additional Purchase Price" and together with the Initial Purchase Price, the "Aggregate Purchase Price") to the Company, by wire transfer of immediately available U.S. federal funds, to the account designated by the Company in writing at least two (2) Business Days prior to the Closing Date.

ARTICLE III

Representations and Warranties of the Company

The Company represents and warrants to the Investor as of the date of this Agreement, as of the Initial Closing and as of the Second Closing (except to the extent made only as of a specified date, in which case such representation and warranty is made as of such date) that, except as (A) set forth in the confidential disclosure letter delivered by the Company to the Investor prior to the execution of this Agreement (the "Company Disclosure Letter") (it being understood that any information, item or matter set forth on one section or subsection of the Company Disclosure Letter shall only be deemed disclosure with respect to, and shall only be deemed to apply to and qualify, the section or subsection of this Agreement to which it corresponds in number and each other section or subsection of this Agreement to the extent that it is reasonably apparent on its face that such information, item or matter is relevant to such other section or subsection) or (B) disclosed in any report, schedule, form, statement or other document (including exhibits) filed with, or furnished to, the SEC (and publicly available) after January 1, 2018 and prior to the date of this Agreement (the "Filed SEC Documents"), other than any risk factor disclosures in any such Filed SEC Document contained in the "Risk Factors" section or any forward-looking statements within the meaning of the Securities Act or the Exchange Act thereof (it being acknowledged that nothing disclosed in the Filed SEC Documents shall be deemed to qualify or modify the representations and warranties set forth in Sections 3.01(a), 3.02, 3.03, 3.10 and 3.11):

Section 3.01 Organization; Standing. (a) The Company is a corporation duly organized and validly existing under the Laws of the State of Delaware, is in good standing and has all requisite corporate power and corporate authority necessary to carry on its business as it is now being conducted, except (other than with respect to the Company's due organization and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company is duly licensed or qualified to do business and is in

good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. True and complete copies of the Company Charter Documents are included in the Filed SEC Documents.

(b) Each of the Company's Subsidiaries is duly organized, validly existing and in good standing (where such concept is recognized under applicable Law) under the Laws of the jurisdiction of its organization, except where the failure to be so organized, existing and in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the Company's Subsidiaries is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.02 Capitalization. (a) The authorized capital stock of the Company consists of 1,000,000,000 shares of Common Stock, 367,754,370 shares of class B common stock, par value $0.01 per share ("Class B Common Stock"), and 20,000,000 shares of preferred stock, par value $0.01 per share, including 9,000,000 shares which have been designated Series A Preferred Stock and 6,925,341 shares which have been designated Series A-1 Preferred Stock. At the close of business on May 5, 2020 (the "Capitalization Date"), (i) 763,092,589 shares of Common Stock were issued and outstanding, (ii) 69,000,000 shares of Common Stock were reserved and available for future issuance pursuant to the Company Stock Plans, of which amount (A) 20,480,365 shares of Common Stock were subject to outstanding Company Stock Options and (B) 11,386,921 Company RSUs were outstanding, (iii) no shares of Class B Common Stock were issued or outstanding, (iv) 1,500,000 shares of Series A Preferred Stock were issued and outstanding and (v) no shares of Series A-1 Preferred Stock were issued and outstanding.

(b) Except as described in this Section 3.02, there are (i) no outstanding shares of capital stock of, or other equity or voting interests of any character in, the Company as of the date hereof other than shares that have become outstanding after the Capitalization Date which were reserved for issuance as of the Capitalization Date as set forth in Section 3.02(a), (ii) no outstanding securities of the Company convertible into or exercisable or exchangeable for shares of capital stock of, or other equity or voting interests of any character in, the Company, (iii) no outstanding obligations, options, warrants, rights, pledges, calls, puts, phantom equity, premptive rights, or other rights, commitments, agreements or arrangements of any character to acquire from the Company, or that obligate the Company to issue, any capital stock of, or other equity or voting interests (or voting debt) in, or any securities convertible into or exercisable or exchangeable for shares of capital stock of, or other equity or voting interests (or voting debt) in, the Company other than obligations under the Company Plans in the ordinary course of business, (iv) no obligations of the Company to grant, extend or enter into any subscription, warrant, right, convertible or exchangeable security or other similar agreement or commitment relating to any capital stock of, or other equity or voting interests (or voting debt) in, the Company (the items in

clauses (i), (ii), (iii) and (iv) being referred to collectively as "Company Securities") and (v) no other obligations by the Company or any of its Subsidiaries to make any payments based on the price or value of any Company Securities. Other the Series A Certificate of Designations and the Series A-1 Certificate of Designations, there are no outstanding agreements of any kind which obligate the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities (other than pursuant to the cashless exercise of Company Stock Options or the forfeiture or withholding of Taxes with respect to Company Stock Options or Company RSUs), or obligate the Company to grant, extend or enter into any such agreements relating to any Company Securities, including any agreements granting any preemptive rights, subscription rights, anti-dilutive rights, rights of first refusal or similar rights with respect to any Company Securities. Except as set forth on Section 3.02(b) of the Company Disclosure Letter, none of the Company or any Subsidiary of the Company is a party to any stockholders' agreement, voting trust agreement, registration rights agreement or other similar agreement or understanding relating to any Company Securities or any other agreement relating to the disposition, voting or dividends with respect to any Company Securities. All outstanding shares of Common Stock and Preferred Stock have been duly authorized and validly issued and are fully paid, nonassessable and were not issued in violation of any purchase option, call option, right of first refusal, subscription right, preemptive or similar rights of a third Person, the Company Charter Documents or any agreement to which the Company is a party. All of the outstanding shares of capital stock or equity interests of the Company's Subsidiaries have been duly authorized, validly issued, fully paid and non-assessable and none of such capital stock or equity interests are subject to or were issued in violation of any applicable Laws and are not subject to and have not been issued in violation of any stockholders agreement, proxy, voting trust or similar agreement, or any preemptive rights, rights of first refusal or similar rights of any Person, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 3.03 Authority; Noncontravention. (a) The Company has all necessary corporate power and corporate authority to execute and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents, and the consummation by it of the Transactions, have been duly authorized by the Board and no other corporate action on the part of the Company is necessary to authorize the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents and the consummation by it of the Transactions. This Agreement has been and at the Initial Closing, the other Transaction Documents will be, duly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof or thereof, as applicable, by the Investor, constitutes (or in the case of the other Transaction Documents, at the Initial Closing will constitute) a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (the "Bankruptcy and Equity Exception").

(b) Neither the execution and delivery of this Agreement or the other Transaction Documents by the Company, nor the consummation by the Company of the

Transactions, nor performance or compliance by the Company with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of (A) the Company Charter Documents or (B) the similar organizational documents of any of the Company's Subsidiaries or (ii) assuming that the authorizations, consents and approvals referred to in Section 3.04 are obtained prior to the Initial Closing Date and the filings referred to in Section 3.04 are made and any waiting periods thereunder have terminated or expired prior to the Initial Closing Date, (x) violate any Law or Judgment applicable to the Company or any of its Subsidiaries or (y) violate or constitute a default (or constitute an event which, with notice or lapse of time or both, would violate or constitute a default) under, result in the termination of or a right of termination or cancellation under, result in the loss of any benefit or require a payment or incur a penalty under, any of the terms or provisions of any loan or credit agreement, indenture, debenture, note, bond, mortgage, deed of trust, lease, sublease, license, contract or other agreement (each, a "Contract") to which the Company or any of its Subsidiaries is a party or by which it is bound or accelerate the Company's or, if applicable, any of its Subsidiaries' obligations under any such Contract, except, in the case of clause (ii), as would not, individually or in the aggregate, have or reasonably be expected to have, a Material Adverse Effect.

Section 3.04 Governmental Approvals. Except for (a) the filing of the Series B Certificate of Designations with the Secretary of State of the State of Delaware, (b) filings required under, and compliance with other applicable requirements of the HSR Act and the other filings set forth on Section 3.04 of the Company Disclosure Letter, if required, (c) compliance with any applicable state securities or blue sky laws, no consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement and the other Transaction Documents by the Company, the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the Transactions, other than such other consents, approvals, filings, licenses, permits or authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.05 Company SEC Documents; Undisclosed Liabilities. (a) The Company has filed with the SEC, on a timely basis, all required reports, schedules, forms, statements and other documents required to be filed by the Company with the SEC pursuant to the Exchange Act since January 1, 2018 (collectively, the "Company SEC Documents"). As of their respective SEC filing dates, the Company SEC Documents complied in all material respects with the requirements of the Securities Act, the Exchange Act and/or the Sarbanes-Oxley Act of 2002 (and the regulations promulgated thereunder), as the case may be, applicable to such Company SEC Documents, and none of the Company SEC Documents as of such respective dates (or, if amended prior to the date of this Agreement, the date of the filing of such amendment, with respect to the disclosures that are amended) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(b) The consolidated financial statements of the Company and its Subsidiaries (including all related notes or schedules) included or incorporated by reference in the Company SEC Documents complied as to form, as of their respective dates of filing with the SEC, in all

material respects with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC) applied on a consistent basis during the periods involved (except (i) as may be indicated in the notes thereto or (ii) as permitted by Regulation S-X) and present fairly, in all material respects, the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown (subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments. which are not reasonably expected to be materially adverse individually or in the aggregate to the Company and its Subsidiaries, taken as a whole).

(c) Neither the Company nor any of its Subsidiaries has any liabilities of any nature (whether accrued, absolute, contingent or otherwise) that would be required under GAAP, to be reflected on a consolidated balance sheet of the Company (including the notes thereto) except liabilities (i) reflected or reserved against in the balance sheet (or the notes thereto) of the Company and its Subsidiaries as of December 31, 2019 (the "Balance Sheet Date") included in the Filed SEC Documents, (ii) incurred after the Balance Sheet Date in the ordinary course of business and that do not arise from any material breach of a Contract, (iii) as expressly contemplated by this Agreement or otherwise incurred in connection with the Transactions, (iv) that have been discharged or paid prior to the date of this Agreement or (v) as would not, individually or in the aggregate, have had or reasonably be expected to have, a Material Adverse Effect.

(d) The Company has established and maintains, and at all times since January 1, 2018 has maintained, disclosure controls and procedures and a system of internal controls over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 under the Exchange Act) as required by Rule 13a-15 under the Exchange Act relating to the Company and its consolidated Subsidiaries sufficient to provide reasonable assurance that (a) transactions are executed in accordance with Company management's general or specific authorization, (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied, and to maintain accountability for assets, (c) access to assets is permitted only in accordance with Company management's general or specific authorization and (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. There are no "significant deficiencies" or "material weaknesses" (as defined by the Public Company Accounting Oversight Board) in the design or operation of the Company's internal controls over, and procedures relating to, financial reporting which would reasonably be expected to adversely affect in any material respect the Company's ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated. Since January 1, 2018, there has not been any Fraud, whether or not material, that involves management or other employees of the Company or any of its Subsidiaries who have a significant role in the Company's internal controls over financial reporting. As of the date of this Agreement, to the Knowledge of the Company, there is no reason that its outside auditors and its chief executive officer and chief financial officer will not be able to give the certifications and attestations required pursuant to the rules and regulations adopted pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, without qualification, when next due.

(e) There is no transaction, arrangement or other relationship between the Company and/or any of its Subsidiaries and an unconsolidated or other off-balance sheet entity that is required by applicable Law to be disclosed by the Company in its Filed SEC Documents and is not so disclosed.

Section 3.06 Absence of Certain Changes. (a) Since December 31, 2019 through the date of this Agreement, except for the execution and performance of this Agreement and any other agreements contemplated hereby and the discussions, negotiations and transactions related hereto, the business of the Company and its Subsidiaries has been carried on and conducted in all material respects in the ordinary course of business, and (b) since June 30, 2019, there has not been any Material Adverse Effect or any event, change or occurrence that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.07 Legal Proceedings. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there is no (a) pending or, to the Knowledge of the Company, threatened legal, regulatory or administrative proceeding, suit, proceeding, dispute, investigation, arbitration or action (an "Action") against the Company or any of its Subsidiaries or (b) outstanding order, judgment, injunction, ruling, writ or decree of any Governmental Authority ("Judgments") imposed upon the Company or any of its Subsidiaries or any of their respective assets, in each case, by or before any Governmental Authority.

Section 3.08 Compliance with Laws; Permits.

(a) The Company and each of its Subsidiaries are and since January 1, 2018 have been, in compliance with all state or federal laws, common law, statutes, ordinances, codes, rules or regulations or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Authority ("Laws") or Judgments, in each case, that are applicable to the Company or any of its Subsidiaries, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and each of its Subsidiaries hold all licenses, franchises, permits, certificates, approvals and authorizations from Governmental Authorities ("Permits") necessary for the lawful conduct of their respective businesses, except where the failure to hold the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Company, each of its Subsidiaries, and each of their respective officers, directors, employees and, to the Company's Knowledge, agents acting on their behalf is, and for the last five years has been, in compliance in all material respects with (i) the Foreign Corrupt Practices Act of 1977 and any rules and regulations promulgated thereunder, (ii) the United Kingdom Bribery Act, (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states, (iv) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and (v) any other Laws applicable to the Company and its Subsidiaries that address the prevention of corruption, bribery or terrorism (collectively, the "Anti-Corruption Laws"). None of the Company, any of its Subsidiaries or any director, officer, or, to the Company's Knowledge, any agent, employee, or other person associated with or acting on behalf of the Company or its Subsidiaries within the last five (5) years has offered, promised, provided, or

authorized the provision of any money or other thing of value, directly or indirectly, to any Person to improperly influence official action or secure an improper advantage, or to encourage the recipient to breach a duty of good faith or loyalty or the policies of his/her employer, nor has violated or is in violation of any provision of any Anti-Corruption Laws.

(c) The Company, each of its Subsidiaries, and to the Company's Knowledge, each of their respective officers, directors, employees and, to the Company's Knowledge, agents acting on their behalf is, and for the last five (5) years has been, in material compliance with Anti-Money Laundering Laws and Export Control Laws.

(d) The Company, each of its Subsidiaries, and each of their officers, directors, employees and, to the Company's Knowledge, agents acting on their behalf is, and, for the last five (5) years has been, in compliance with all Laws or other financial restrictions administered by (i) the United States (including without limitation the Office of Foreign Assets Control of the United States Treasury Department ("OFAC"), including OFAC's Specially Designated Nationals and Blocked Persons List, and the U.S. Department of State), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty's Treasury or (v) other similar governmental bodies with regulatory authority over the Company, its Subsidiaries and their respective operations from time to time (collectively, "Sanctions"). None of the Company, any of its Subsidiaries, or any director, officer, or to the Company's Knowledge, agent, or employee of the Company or any of its Subsidiaries is currently the subject or the target of any Sanctions, nor is the Company or any of its Subsidiaries (x) located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and Crimea, or (y) majority-owned or controlled by a Person that is the subject of Sanctions.

(e) To the Company's Knowledge, the Company and its Subsidiaries have not engaged in, nor are now engaged in, any dealings or transactions with or for the benefit of any person located, organized, or ordinarily resident in Cuba, Iran, North Korea, Sudan, Syria, or Crimea (each a "Restricted Country"), in each case directly or indirectly, including through agents or other persons acting on its behalf.

(f) Neither the Company nor any of its Subsidiaries is party to any actual or threatened legal proceedings or outstanding enforcement action relating to any breach or suspected breach of Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions or Export Control Laws.

(g) The Company and its Subsidiaries will not use the proceeds from the Transactions (i) in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of money or anything else of value, to any Person in violation of any Anti-Corruption Laws, or (ii) directly or indirectly to fund or facilitate any activities of or business with any person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions.

(h) The Company and its Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with all applicable Anti-Corruption Laws and Sanctions. No action, suit or

proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to Anti-Corruption Laws or Sanctions is pending or, to the Knowledge of the Company, threatened.

Section 3.09 Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (a) the Company and each of its Subsidiaries has prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all Tax Returns required to be filed by it, and all such filed Tax Returns (taking into account all amendments thereto) are true, complete and accurate, (b) all Taxes owed by the Company and each of its Subsidiaries that are due (whether or not shown on any Tax Return) have been timely paid, except for Taxes that are being contested in good faith by appropriate proceedings and that have been adequately reserved against in accordance with GAAP, (c) no examination or audit of any Tax Return relating to any Taxes of the Company or any of its Subsidiaries or with respect to any Taxes due from the Company or any of its Subsidiaries by any Governmental Authority is currently in progress or threatened in writing, (d) none of the Company or any of its Subsidiaries has liability for any other Person (other than the Company and its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, or by contract and (e) none of the Company or any of its Subsidiaries has engaged in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b)(2).

Section 3.10 No Rights Agreement; Anti-Takeover Provisions. (a) As of the date of this Agreement, neither the Company nor any of its Subsidiaries is party to a stockholder rights agreement, "poison pill" or similar anti-takeover agreement or plan.

(b) The Board has taken all necessary actions to ensure that no restrictions included in any "control share acquisition," "fair price," "moratorium," "business combination" or other state anti-takeover Law (including Section 203 of the DGCL) is, or as of the Closing will be, applicable to (x) the Transactions, including the Company's issuance of shares of Common Stock upon conversion of the Series B Preferred Stock and any issuance pursuant to Section 5.18 or (y) the Wella Sale and other transactions contemplated by the Memorandum of Understanding entered into contemporaneously with the execution and delivery of this Agreement.

Section 3.11 Brokers and Other Advisors. Other than fees payable in accordance with Section 8.11 and except as set forth on Section 3.11 of the Company Disclosure Letter, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of the Company or any of its Subsidiaries.

Section 3.12 Sale of Securities. Assuming the accuracy of the representations and warranties set forth in Section 4.08, the offer, sale and issuance of the shares of Series B Preferred Stock pursuant to this Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act and the rules and regulations thereunder. Without limiting the foregoing, neither the Company nor any other Person authorized by the Company to act on its behalf, has engaged in a general solicitation or general advertising (within the meaning

of Regulation D of the Securities Act) of investors with respect to offers or sales of Series B Preferred Stock, and neither the Company nor any Person acting on its behalf has made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the offering or issuance of Series A Preferred Stock under this Agreement to be integrated with prior offerings by the Company for purposes of the Securities Act that would result in none of Regulation D or any other applicable exemption from registration under the Securities Act to be available, nor will the Company take any action or steps that would cause the offering or issuance of Series B Preferred Stock under this Agreement to be integrated with other offerings by the Company.

Section 3.13 Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and listed on the NYSE, and the Company has taken no action designed to, or which to the Knowledge of the Company is reasonably likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the NYSE, nor has the Company received any notification that the SEC or the NYSE is contemplating terminating such registration or listing. The Company is in compliance in all material respects with the listing and listing maintenance requirements of the NYSE applicable to it for the continued trading of its Common Stock on the NYSE.

Section 3.14 Status of Securities. As of the Initial Closing or the Second Closing, as applicable, the Acquired Shares, and the shares of Common Stock issuable upon conversion of any of the foregoing shares and any accrued and compounded dividends, will be, when issued, duly authorized by all necessary corporate action on the part of the Company, validly issued, fully paid and nonassessable and issued in compliance with all applicable federal and state securities Laws and will not be subject to preemptive rights of any other stockholder of the Company, and will be free and clear of all Liens, except restrictions imposed by the Series B Certificate of Designations, the Securities Act, Section 5.08 and any applicable securities Laws. The respective rights, preferences, privileges, and restrictions of the Series A Preferred Stock, the Series A-1 Preferred Stock, the Series B Preferred Stock, the Common Stock and the Class B Common Stock are as stated in the Company Charter Documents (including the Series A Certificate of Designations, the Series A-1 Certificate of Designations and the Series B Certificate of Designations) or as otherwise provided by applicable Law. As of the Initial Closing or the Second Closing, as applicable, the Acquired Shares, and the shares of Common Stock issuable upon conversion of the Acquired Shares and any accrued and compounded dividends have been duly reserved for issuance.

Section 3.15 Certain Material Indebtedness. Neither the Company nor any of its Subsidiaries is, as of the date of this Agreement, in default in the payment of any material indebtedness or in default under any agreement relating to its material indebtedness.

Section 3.16 Investment Company Status. Neither the Company nor any of its Subsidiaries is, and immediately after the sale of the Acquired Shares hereunder, none of the Company nor any of its Subsidiaries will be, required to be registered as an “investment company” under the Investment Company Act of 1940, as amended.

Section 3.17 Ability to Pay Dividends. Except with respect to the covenants contained in (a) the Existing Credit Agreement or (b) the Indenture, the Company is not party to any material Contract, and is not subject to any provision in the Company Charter Documents or resolutions of the Board that, in each case, by its terms prohibits or prevents the Company from paying dividends in form and the amounts contemplated by the Series B Certificate of Designations. The Company and its Subsidiaries are not in material breach of, or default or violation under, the Existing Credit Agreement or the Indenture.

Section 3.18 United Kingdom Brand Share. To the Company's Knowledge, the Company's brand share of sales of beauty products sold at retail in the United Kingdom, based on value or volume, in calendar year 2019 was less than 25%.

Section 3.19 No Other Company Representations or Warranties. Except for the representations and warranties made by the Company in this Article III (as modified by the Company Disclosure Letter) and in any certificate or other document delivered in connection with this Agreement, neither the Company nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Series B Preferred Stock, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Investor or its Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Investor acknowledges the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties made by the Company in this Article III (as modified by the Company Disclosure Letter) and in any certificate or other document delivered in connection with this Agreement, neither the Company nor any other Person makes or has made any express or implied representation or warranty to the Investor or its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to the Investor or its Representatives in the course of its due diligence investigation of the Company, the negotiation of this Agreement or the course of the Transactions or any other transactions or potential transactions involving the Company and the Investor.

Section 3.20 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV and in any certificate or other document delivered in connection with this Agreement, the Company hereby acknowledges that neither the Investor nor any other Person, (a) has made or is making any other express or implied representation or warranty with respect to the Investor or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) will have or be subject to any liability or indemnification obligation to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation

of any of the Transactions or any other transactions or potential transactions involving the Company and the Investor. The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters.

ARTICLE IV

Representations and Warranties of the Investor

The Investor represents and warrants to the Company, as of the date of this Agreement, as of the Initial Closing Date and as of the Second Closing Date (except to the extent made only as of a specified date, in which case such representation and warranty is made as of such date):

Section 4.01 Organization; Standing. The Investor is a Delaware limited partnership duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and the Investor has all requisite power and authority necessary to carry on its business as it is now being conducted and, except (other than with respect to the Investor's due organization and valid existence) as would not, individually or in the aggregate, reasonably be expected to have an Investor Material Adverse Effect. The Investor is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have an Investor Material Adverse Effect.

Section 4.02 Authority; Noncontravention. The Investor has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by the Investor of this Agreement and the other Transaction Documents and the consummation by the Investor of the Transactions have been duly authorized and approved by all necessary action on the part of the Investor, and no further action, approval or authorization by any of its stockholders, partners, members or other equity owners, as the case may be, is necessary to authorize the execution, delivery and performance by the Investor of this Agreement and the other Transaction Documents and the consummation by the Investor of the Transactions. This Agreement has been and at the Closing, the other Transaction Documents will be, duly executed and delivered by the Investor and, assuming due authorization, execution and delivery hereof or thereof, as applicable, by the Company, constitutes (or in the case of the other Transaction Documents, at the Closing will constitute) a legal, valid and binding obligation of the Investor, enforceable against it in accordance with its terms, subject to the Bankruptcy and Equity Exception. Neither the execution and delivery of this Agreement or the other Transaction Documents by the Investor, nor the consummation of the Transactions by the Investor, nor performance or compliance by the Investor with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of the certificate or articles of incorporation, bylaws or other comparable charter or organizational documents of the Investor or (ii) assuming that the authorizations, consents and approvals referred to in Section 4.03 are obtained prior to the Closing Date and the filings referred to in Section 4.03 are made and any waiting periods with respect to such filings have terminated or expired prior to the Closing Date, (x) violate any Law

or Judgment applicable to the Investor or any of its Subsidiaries or (y) violate or constitute a default (or constitute an event which, with notice or lapse of time or both, would violate or constitute a default) under any of the terms, conditions or provisions of any Contract to which the Investor or any of its Subsidiaries is a party or accelerate the Investor's or any of its Subsidiaries', if applicable, obligations under any such Contract, except, in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to have an Investor Material Adverse Effect.

Section 4.03 Governmental Approvals. Except for (a) the filing by the Company of the Series B Certificate of Designations with the Secretary of State of the State of Delaware and (b) filings required under, and compliance with other applicable requirements of, the HSR Act and the other filings set forth on Section 3.04 of the Company Disclosure Letter, if required, no consent or approval of, or filing, license, permit or authorization, declaration or registration with, any Governmental Authority is necessary for the execution and delivery of this Agreement and the other Transaction Documents by the Investor, the performance by the Investor of its obligations hereunder and thereunder and the consummation by the Investor of the Transactions, other than such other consents, approvals, filings, licenses, permits, authorizations, declarations or registrations that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to have an Investor Material Adverse Effect.

Section 4.04 Financing. The Investor has delivered to the Company a true and complete copy of the Equity Commitment Letter, pursuant to which KKR Europe Fund V (USD) SCSp and KKR European Fund V (EUR) SCSp have committed, subject only to the terms and conditions thereof, to invest the amounts set forth therein. As of the date of this Agreement, the Equity Commitment Letter is in full force and effect and constitutes the enforceable, legal, valid and binding obligations of each of the parties thereto. At the Closing, assuming reciept of the funds under the Equity Commitment Letter, the Investor will have available funds necessary to consummate the Purchase and pay the Aggregate Purchase Price on the terms and conditions contemplated by this Agreement. As of the date of this Agreement, Investor is not aware of any reason why the funds sufficient to pay the Initial Purchase Price will not be available on the Initial Closing Date or the Additional Purchase Price on the Second Closing Date.

Section 4.05 Ownership of Company Stock. None of the Investor nor any funds advised by the Sponsor owns any Common Stock.

Section 4.06 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of the Investor or any of their respective Subsidiaries, except for Persons, if any, whose fees and expenses will be paid by the Investor (or pursuant to the expense reimbursement provisions hereof).

Section 4.07 Non-Reliance on Company Estimates, Projections, Forecasts, Forward-Looking Statements and Business Plans. In connection with the due diligence investigation of the Company by the Investor and its Representatives, the Investor and its Representatives have received and may continue to receive from the Company and its Representatives certain estimates, projections, forecasts and other forward-looking information,

as well as certain business plan information containing such information, regarding the Company and its Subsidiaries and their businesses and operations. The Investor hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, with which the Investor is familiar, that the Investor is making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts and other forward-looking information, as well as such business plans, so furnished to the Investor (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, forward-looking information or business plans), and that except for the representations and warranties made by the Company in Article III of this Agreement (as modified by the Company Disclosure Letter) and in any certificate or other document delivered in connection with this Agreement, the Investor will have no claim against the Company and its Subsidiaries, or any of their respective Representatives with respect thereto, except with respect to Fraud.

Section 4.08 Purchase for Investment. The Investor acknowledges that the Series B Preferred Stock and the Common Stock issuable upon the conversion of the Series B Preferred Stock have not been registered under the Securities Act or under any state or other applicable securities Laws. The Investor (a) acknowledges that it is acquiring the Series B Preferred Stock and the Common Stock issuable upon the conversion of the Series B Preferred Stock pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person, (b) will not sell, transfer or otherwise dispose of any Series B Preferred Stock and the Common Stock issuable upon the conversion of the Series B Preferred Stock, except in compliance with this Agreement and the registration requirements or exemption provisions of the Securities Act and any other applicable securities Laws, (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of its investment in the Series B Preferred Stock and the Common Stock issuable upon the conversion of the Series B Preferred Stock and of making an informed investment decision, (d) is an "accredited investor" (as that term is defined by Rule 501 of the Securities Act), and (e) (i) has been furnished with or has had access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Series B Preferred Stock and the Common Stock issuable upon the conversion of the Series B Preferred Stock, (ii) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access and (iii) can bear the economic risk of (x) an investment in the Series B Preferred Stock and the Common Stock issuable upon the conversion of the Series B Preferred Stock indefinitely and (y) a total loss in respect of such investment.

Section 4.09 No Other Investor Representations or Warranties. Except for the representations and warranties made by the Investor in this Article IV and in any certificate or other document delivered in connection with this Agreement, neither the Investor nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Investor or any of its Affiliates or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Company or its Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Company acknowledges the foregoing. In particular, and without limiting the generality of the foregoing,

except for the representations and warranties made by the Investor in this Article IV and in any certificate or other document delivered in connection with this Agreement, neither the Investor nor any other Person makes or has made any express or implied representation or warranty to the Company or its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Investor, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to the Company or its Representatives in the course of the negotiation of this Agreement or the course of the Transactions or any other transactions or potential transactions involving the Investor and the Company.

Section 4.10 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Letter) and in any certificate or other document delivered in connection with this Agreement, the Investor hereby acknowledges that neither the Company nor any of its Subsidiaries, nor any other Person, (a) has made or is making any other express or implied representation or warranty with respect to the Series B Preferred Stock, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Investor or any of its Representatives or any information developed by the Investor or any of its Representatives or (b) will have or be subject to any liability or indemnification obligation to the Investor resulting from the delivery, dissemination or any other distribution to the Investor or any of its Representatives, or the use by the Investor or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Investor or any of its Representatives, including in due diligence materials, or management presentations (formal or informal), in anticipation or contemplation of any of the Transactions and the Investor, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters.

ARTICLE V

Additional Agreements

Section 5.01 Negative Covenants. Except as required by applicable Law, Judgment or to comply with any notice from a Governmental Authority, as expressly contemplated, required or permitted by this Agreement or as described in Section 5.01 of the Company Disclosure Letter, (i) during the period from the date of this Agreement until the Initial Closing Date (or such earlier date on which this Agreement may be terminated pursuant to Section 7.01), (1) unless the Investor Parties otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned) the Company shall, and shall cause its Subsidiaries to, use their commercially reasonable efforts to operate their businesses in all material respects in the ordinary course of business and to maintain and preserve in all material respects its existing relationships with its customers, employees, independent contractors and other

business relationships having material business dealings with the Company or any of its Subsidiaries and (2) unless the Investor Parties otherwise consent in writing (such consent not to be unreasonably withheld, delayed or conditioned), the Company shall not and shall cause its Subsidiaries not to:

(a) other than the authorization and issuance of the Series B Preferred Stock to the Investor and the consummation of the other Transactions, issue, sell or grant any shares of its capital stock or other equity or voting interests, or any securities or rights convertible into, exchangeable or exercisable for, or evidencing the right to subscribe for any shares of its capital stock or other equity or voting interests, or any rights, warrants or options to purchase any shares of its capital stock or other equity or voting interests; provided that the Company may issue or grant shares of Common Stock or other securities in the ordinary course of business pursuant to the terms of the Series A Certificate of Designations, the Series A-1 Certificate of Designations or a Company Plan in effect on the date of this Agreement;

(b) redeem, purchase or otherwise acquire any of its outstanding shares of capital stock or other equity or voting interests, or any rights, warrants or options to acquire any shares of its capital stock or other equity or voting interests (other than pursuant to the cashless exercise of Company Stock Options or the forfeiture or withholding of Taxes with respect to Company Stock Options or Company RSUs);

(c) solely with respect to the Company, establish a record date for, declare, set aside for payment or pay any dividend on, or make any other distribution in respect of, any shares of its capital stock or other equity or voting interests;

(d) split, combine, subdivide, recapitalize, reclassify or like change to any shares of its capital stock or other equity or voting interests;

(e) amend or supplement the Company Charter Documents or make any material amendments to the organizational documents of any of the Company's Subsidiaries or take or authorize any action to wind up its affairs or dissolve;

(f) enter into any new, or amend, terminate or renew in any material respect, any material Contract between the Company or one of its Subsidiaries, on the one hand, and any of its Affiliates (other than the Company's Subsidiaries) or any officer or director of the Company or any of its Subsidiaries, on the other hand, outside the ordinary course of business;

(g) make any material change in the Company's or its Subsidiaries' financial accounting principles, except as required by changes in GAAP (or any interpretation thereof) or in applicable Law; or

(h) agree or commit to do any of the foregoing.

Section 5.02 Reasonable Best Efforts; Filings. (a) Subject to the terms and conditions of this Agreement, each of the Company and the Investor Parties shall cooperate with each other and use (and shall cause their Affiliates to use) their respective reasonable best efforts (unless, with respect to any action, another standard of performance is expressly provided for herein) to promptly (i) take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with each other in doing, all things necessary, proper or advisable to obtain the expiration or termination of the waiting period under the HSR Act and cause the conditions to Closing to be satisfied as promptly as reasonably practicable and to consummate and make effective, in the most expeditious manner reasonably practicable, the Transactions, including preparing and filing promptly and fully all documentation to effect all necessary filings, notices,

petitions, statements, registrations, submissions of information, applications and other documents, (ii) obtain all approvals, consents, registrations, waivers, permits, authorizations, orders and other confirmations from any Governmental Authority or third party necessary, proper or advisable to consummate the Transactions and (iii) execute and deliver any additional instruments necessary to consummate the Transactions and (iv) defend or contest in good faith any Action brought by a third party that could otherwise prevent or impede, interfere with, hinder or delay in any material respect the consummation of the Transactions.

(b) The Company and the Investor Parties shall, and shall cause their Affiliates to, (i) (x) make an appropriate filing of a Notification and Report Form ("HSR Form") pursuant to the HSR Act with respect to the Transactions (which shall request the early termination of any waiting period applicable to the Transactions under the HSR Act) and (y) make the other filings set forth on Schedule 5.02 of the Company Disclosure Letter, as promptly as reasonably practicable following the date of this Agreement and, with respect to HSR, in any event within seven (7) Business Days after the date of this Agreement, and (ii) supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act, in connection with such other filings or by any Governmental Authority, and use reasonable best efforts to promptly take any and all steps necessary to avoid or eliminate each and every impediment and obtain all consents that may be required pursuant to the HSR Act, in connection with such other filings or other applicable Law, so as to enable the parties hereto to consummate the Transactions. Notwithstanding anything to the contrary in this Section 5.02, nothing in this Section 5.02 or this Agreement shall require or obligate any Investor Party to, and the Company shall not, without prior written consent of the Investor Parties, agree, propose, commit to, or effect, or otherwise be required, by consent decree, hold separate, or otherwise, any sale, divestiture, hold separate, or any other action otherwise limiting the freedom of action in any respect with respect to any businesses, products, rights, services, licenses, assets, or interest therein, of (i) the Investor or any Affiliate (including KKR & Co. Inc. and the Sponsor (each, "KKR") and their respective Affiliates and any investment funds or investment vehicles affiliated with, or managed or advised by, KKR or any portfolio company (as such term is commonly understood in the private equity industry) or investment of KKR, or (ii) the Company or any its Affiliates or subsidiaries.

(c) Each of the Company and the Investor Parties shall, and shall cause their Affiliates to, use their respective reasonable best efforts to (i) cooperate in all respects with the other party in connection with any filing or submission with a Governmental Authority in connection with the Transactions and in connection with any investigation or other inquiry by or before a Governmental Authority relating to the Transactions (including to determine whether a Governmental Authority has jurisdiction over the Transactions), (ii) keep the other party informed in all material respects and on a reasonably timely basis of any material communication received by the Company, the Investor Parties or their Affiliates, as the case may be, from or given by the Company, the Investor Parties or their Affiliates, as the case may be, to the Federal Trade Commission ("FTC"), the Department of Justice ("DOJ") or any other Governmental Authority, in each case regarding the Transactions, (iii) subject to applicable Laws relating to the exchange of information, consult with the other party with respect to information relating to such party and its respective Subsidiaries, as the case may be, that appears in any filing made with, or written materials submitted to, any Governmental Authority in connection with the Transactions, other than "4(c) and 4(d) documents" as that term is used in the rules and regulations under the

HSR Act and other confidential information contained in the HSR Form and (iv) to the extent permitted by the FTC, the DOJ or such other applicable Governmental Authority, give the other party the opportunity to attend and participate in meetings and conferences with the FTC, DOJ, or any other applicable Governmental Authority. Any documents or other materials provided pursuant to this Section 5.02(c) may be redacted or withheld as necessary to address reasonable privilege or confidentiality concerns, and to remove references concerning the valuation of the Company or other competitively sensitive material, and the parties may, as each deems advisable, reasonably designate any material provided under this Section 5.02(c) as "outside counsel only material".

Section 5.03 Corporate Actions. (a) At any time that any Series B Preferred Stock is outstanding, the Company shall:

(i) from time to time take all lawful action within its control to cause the authorized capital stock of the Company to include a sufficient number of authorized but unissued shares of Common Stock to satisfy the conversion requirements of all shares of the Series B Preferred Stock then outstanding and all accrued and unpaid dividends thereon; and

(ii) not effect any voluntary deregistration under the Exchange Act or any voluntary delisting of the Common Stock from the NYSE other than in connection with a Change of Control (as defined in the Series B Certificate of Designations) pursuant to which the Investor has elected to exercise its conversion rights or Change of Control Put (as defined in the Series B Certificate of Designations) under Section 9 of the Series B Certificate of Designations and the Company agrees to satisfy, or will otherwise cause the satisfaction in full of its obligations under Section 9 of the Series B Certificate of Designations or is otherwise consistent with the terms set forth in Section 9 of the Series B Certificate of Designations.

(b) (i) Prior to the Initial Closing, the Company shall file with the Secretary of State of the State of Delaware the Series B Certificate of Designations in the form attached hereto as Exhibit A, with such changes thereto as the parties may reasonably agree and (ii) as promptly as practicable following the date hereof, the Company shall file with the Secretary of State of the State of Delaware the Certificate of Amendment to the Amended and Restated Certificate of Incorporation, as amended, of the Company in the form attached hereto as Exhibit C, with such changes thereto as the parties may reasonably agree.

(c) If any occurrence since the date of this Agreement until the Initial Closing would have resulted in an adjustment to the Conversion Rate pursuant to the Series B Certificate of Designations if the Series B Preferred Stock had been issued and outstanding since the date of this Agreement, the Company shall adjust the Conversion Rate, effective as of the Initial Closing, in the same manner as would have been required by the Series B Certificate of Designations if the Series B Preferred Stock had been issued and outstanding since the date of this Agreement.

(d) The Company shall not adopt any stockholder rights agreement, "poison pill" or similar anti-takeover agreement or plan that prohibits the Investor Parties from taking any of the actions permitted by this Agreement or the Series B Certificate of Designations.

Section 5.04 Public Disclosure. The Investor Parties and the Company shall, and shall cause their Affiliates to, consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the Transaction Documents or the Transactions, and shall not, and shall cause their Affiliates not to, issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, Judgment, court process or the rules and regulations of any national securities exchange or national securities quotation system; provided that the initial announcement with respect to the Transaction Documents or the Transactions shall be mutually agreed between the Investor Parties and the Company. Notwithstanding the forgoing, this Section 5.04 shall not apply to any press release or other public statement made by the Company or the Investor Parties (a) which does not contain any information relating to the Transactions that has not been previously announced or made public in accordance with the terms of this Agreement or (b) is made in the ordinary course of business and does not relate specifically to the signing of the Transaction Documents or the Transactions. Notwithstanding anything to the contrary in this Agreement or the Confidentiality Agreement, in no event shall either this Section 5.04 or any provision of the Confidentiality Agreement limit disclosure by any Investor Party and their respective Affiliates of ordinary course communications regarding this Agreement and the Transactions to its existing or prospective general and limited partners, equityholders, members, managers and investors of any Affiliates of such Person, including disclosing information about the Transactions on their websites in the ordinary course of business consistent with past practice or as part of any sales and Transfers to any co-investors.

Section 5.05 Confidentiality. The Investor Parties will, and will direct their Affiliates and Representatives who actually receive Confidential Information to, keep confidential any information (including oral, written and electronic information) concerning the Company, its Subsidiaries or its Affiliates that may be furnished to any Investor Party, its Affiliates or its or their respective Representatives by or on behalf of the Company or any of its Representatives pursuant to this Agreement, including any such information provided pursuant to Section 5.15 of this Agreement ("Confidential Information") and to use the Confidential Information solely for the purposes of monitoring, administering or managing the Investor Parties' investment in the Company made pursuant to this Agreement; provided that Confidential Information will not include information that (a) was or becomes available to the public other than as a result of a breach of any confidentiality obligation in this Agreement by any Investor Party or its Affiliates or their respective Representatives, (b) was or becomes available to any Investor Party or its Affiliates or their respective Representatives from a source other than the Company or its Representatives; provided that such source is reasonably believed by such Investor Party or its Affiliates not to be subject to an obligation of confidentiality (whether by agreement or otherwise), (c) at the time of disclosure is already in the possession of an Investor Party or its Affiliates or their respective Representatives or (d) was independently developed by any Investor Party or its Affiliates or their respective Representatives without reference to, incorporation of, or other use of any Confidential Information; provided that an Investor Party may disclose Confidential Information (i) to its attorneys, accountants, consultants and financial

and other professional advisors to the extent necessary to obtain their services in connection with its investment in the Company, (ii) to any prospective purchaser of Acquired Shares from such Investor Party, or prospective financing sources in connection with the syndication and marketing of any Permitted Loan, in each case, as long as such prospective purchaser or lender, as applicable, agrees to be bound by similar confidentiality or non-disclosure terms as are contained in this Agreement (with the Company as an express third party beneficiary of such agreement), (iii) to any Affiliate, partner, member, limited partners, prospective partners or co-investors, or related investment fund of such Investor Parties and their Affiliates and their respective directors, officers, employees, consultants, financing sources and representatives, in each case in the ordinary course of business (provided that the recipients of such confidential information are directed to abide by the confidentiality and non-disclosure obligations contained herein), (iv) as may be reasonably determined by such Investor Party to be necessary in connection with such Investor Party's enforcement of its rights in connection with this Agreement or its investment in the Company, or (v) as may otherwise be required by law or legal, judicial or regulatory process; and provided, further, that (x) any breach of the confidentiality and use terms herein by any Person to whom such Investor Party may disclose confidential information pursuant to clauses (i) and (iii) of the preceding proviso shall be attributable to such Investor Party for purposes of determining such Investor Party's compliance with this Section 5.05, except those who have entered into a separate confidentiality or non-disclosure agreement or obligation with the Company and (y) that such Investor Party takes commercially reasonable steps (at the Company's sole expense) to minimize the extent of any required disclosure described in clause (v) of the preceding proviso. The confidentiality letter agreement, dated December 4, 2019 (as amended on May 1, 2020), by and between Kohlberg Kravis Roberts & Co. Partners LLP and the Company (the "Confidentiality Agreement") shall terminate simultaneously with the Initial Closing.

Section 5.06 NYSE Listing of Shares. To the extent the Company has not done so prior to the date of this Agreement, the Company shall as promptly as practicable following the date of this Agreement cause the aggregate number of shares of Common Stock issuable upon the conversion of the Acquired Shares and any accrued and unpaid dividends to be approved for listing on the NYSE. From time to time following the Closing Date, the Company shall cause the number of shares of Common Stock issuable upon conversion or redemption of the then outstanding shares of Series B Preferred Stock, and any accrued and unpaid dividends thereon, to be approved for listing on the NYSE.

Section 5.07 Standstill. The Investor Parties agree that until the later of (i) 90 days after the first day on which no Investor Designee serves on the Board and the Investor has no rights (or has irrevocably waived its right) under Section 5.10 (except for Section 5.10(f)) and (ii) the expiration of the Lock-Up Period (the "Standstill Expiration Date"), without the prior written approval of the Board, the Investor Parties will not, directly or indirectly, and will cause their Affiliates not to:

(a) acquire, offer or seek to acquire, agree to acquire or make a proposal to acquire, by purchase or otherwise, any equity securities or direct or indirect rights to acquire any equity securities of the Company, any securities convertible into or exchangeable for any such equity securities, any options or other derivative securities or contracts or instruments in any way related to the price of shares of Common Stock (solely to the extent that, after giving effect to

such acquisition, the Investor Parties and their Affiliates would beneficially own, in the aggregate, greater than 15% of the then outstanding Common Stock (which calculation shall, for the avoidance of doubt, include the notional or other number of shares of Common Stock specified in the documentation for any Contract to which any of the Investor Parties are party which is designed to produce economic benefits and risks to any of the Investor Parties that correspond substantially to the ownership by the Investor Parties of shares of Common Stock, except in the case of any such Contract which is settled only in cash));

(b) make or in any way encourage or participate in any "solicitation" of "proxies" (whether or not relating to the election or removal of directors), as such terms are used in the rules of the SEC, to vote, or knowingly seek to advise or influence any Person with respect to voting of, any voting securities of the Company or any of its Subsidiaries, or call or seek to call a meeting of the Company's stockholders or initiate any stockholder proposal for action by the Company's stockholders, or seek election to or to place a representative on the Board or seek the removal of any director from the Board;

(c) make any public announcement with respect to, or offer, seek, propose or indicate an interest in (in each case with or without conditions), any merger, consolidation, business combination, tender or exchange offer, recapitalization, reorganization or purchase of more than 50% of the assets, properties or securities of the Company or any Subsidiary of the Company, or any other extraordinary transaction involving the Company or any Subsidiary of the Company or any of their respective securities, or enter into any discussions, negotiations, arrangements, understandings or agreements (whether written or oral) with any other Person regarding any of the foregoing;

(d) otherwise act, alone or in concert with others, to seek to control or influence, in any manner, the management, board of directors or policies of the Company or any of its Subsidiaries;

(e) make any proposal or statement of inquiry or disclose any intention, plan or arrangement inconsistent with any of the foregoing;

(f) advise, assist, knowingly encourage or direct any Person to do, or to advise, assist, knowingly encourage or direct any other Person to do, any of the foregoing;

(g) take any action that would require the Company to make a public announcement regarding the possibility of a transaction or any of the events described in this Section 5.07;

(h) enter into any agreements, arrangements or understandings with any third party (including security holders of the Company, but excluding, for the avoidance of doubt, any Investor Parties) with respect to any of the foregoing, including forming, joining or in any way participating in a "group" (as defined in Section 13(d)(3) of the Exchange Act) with any third party in connection with any of the foregoing;

(i) request the Company or any of its Representatives, directly or indirectly, to amend or waive any provision of this Section 5.07; provided that this clause shall not prohibit the Investor Parties from making a confidential request to the Company seeking an amendment

or waiver of the provisions of this Section 5.07, which the Company may accept or reject in its sole discretion, so long as any such request is made in a manner that does not require public disclosure thereof by any Person; or

(j) contest the validity of this Section 5.07 or make, initiate, take or participate in any demand, Action (legal or otherwise) or proposal to amend, waive or terminate any provision of this Section 5.07;

provided, however, that nothing in this Section 5.07 will (1) limit the Investor Parties' ability to vote, Transfer or Hedge (subject to Section 5.08), convert shares of Series B Preferred Stock into Common Stock (subject to Section 6 of the Series B Certificate of Designations), limit or restrict any transfer pursuant to a Permitted Loan or any foreclosure thereunder or transfer in lieu of a foreclosure thereunder, privately make and submit to the Company and/or the Board any proposal that is intended by the Investor Parties to be made and submitted on a non-publicly disclosed or announced basis (and would not reasonably be expect to require public disclosure by any Person), participate in rights offerings made by the Company to all holders of its Common Stock, receive any dividends or similar distributions with respect to any securities of the Company held by the Investor Parties, tender shares of Common Stock or Series B Preferred Stock into any tender or exchange offer (subject to Section 5.08), effect an adjustment to the Conversion Rate pursuant to the Series B Certificate of Designations or otherwise exercise rights under its Common Stock or Series B Preferred Stock that are not the subject of this Section 5.07, (2) limit the ability of the Investor Director to vote or otherwise exercise his or her legal duties or otherwise act in his or her capacity as a member of the Board or (3) apply to or otherwise restrict the Wella Sale.

Section 5.08 Transfer Restrictions. (a) Except as otherwise permitted in this Agreement, including Section 5.08(b), until the expiration of the Lock-Up Period, the Investor Parties will not Transfer any Series B Preferred Stock or any Common Stock issued upon conversion of the Series B Preferred Stock.

(b) Notwithstanding Section 5.08(a), the Investor Parties shall be permitted to Transfer any portion or all of their Series B Preferred Stock or Common Stock issued upon conversion of the Series B Preferred Stock at any time under the following circumstances:

(i) Transfers to any Permitted Transferees, but only if the transferee agrees in writing prior to such Transfer for the express benefit of the Company (in form and substance reasonably satisfactory to the Company and with a copy thereof to be furnished to the Company) to be bound by the terms of this Agreement and if the transferee and the transferor agree for the express benefit of the Company that the transferee shall Transfer the Series B Preferred Stock or Common Stock so Transferred back to the transferor at or before such time as the transferee ceases to be a Permitted Transferee of the transferor;

(ii) Transfers pursuant to a merger, tender offer or exchange offer or other business combination, acquisition of assets or similar transaction or any change of control transaction involving the Company or any Subsidiary that, in each case, is approved by the Board;

(iii) Transfers pursuant to a tender offer or exchange offer that is (A) approved by the Board, (B) for less than all of the outstanding shares of Common Stock of the Company or (C) part of a two-step transaction in which a tender offer is followed by a second step merger, in which the consideration to be received in the first step of such transaction is not identical to the amount or form of consideration to be received in the second step merger;

(iv) Transfers to the Company or any of its Subsidiaries or that have been approved in writing by the Board;

(v) Transfers after commencement by the Company or a significant subsidiary (as such term is defined in Rule 12b-2 under the Exchange Act) of the Company of bankruptcy, insolvency or other similar proceedings; and

(vi) Transfers in connection with a total return swap or bona fide loan or other financing arrangement, in each case entered into with a nationally recognized financial institution, including a pledge to such a financial institution to secure a bona fide debt financing and any foreclosure by such financial institution or transfer to such financial institution in lieu of foreclosure and subsequent sale of the securities (each, a "Permitted Loan"), as long as such financial institution agrees with the relevant Investor Party (with the Company as an express third party beneficiary of such agreement) that following such foreclosure or in connection with such Transfer it shall not directly or indirectly Transfer (other than pursuant to a broadly distributed offering or a sale effected through a broker-dealer) such foreclosed or Transferred, as the case may be, Series B Preferred Stock or Common Stock to a Competitor without the Company's consent (such agreement by the relevant financial institution, the "Foreclosure Limitations") (it being understood that a list of Competitors shall be set forth in any issuer agreement entered into at the time of the Permitted Loan or as otherwise agreed between the Company, the relevant Investor Party and/or the relevant financial institution(s), as the case may be). Any Permitted Loan entered into by an Investor Party or its Affiliates shall be with one or more financial institutions reasonably acceptable to the Company and, except as specified above, nothing contained in this Agreement or the Registration Rights Agreement shall prohibit or otherwise restrict the ability of any lender (or its securities' affiliate) or collateral agent to foreclose upon, or accept a Transfer in lieu of foreclosure, and sell, dispose of or otherwise Transfer the Series B Preferred Stock and/or shares of Common Stock issued upon conversion of Series B Preferred Stock (including shares of Common Stock received upon conversion or redemption of the Series B Preferred Stock following foreclosure or Transfer in lieu of foreclosure on a Permitted Loan) mortgaged, hypothecated and/or pledged to secure the obligations of the borrower following an event of default under a Permitted Loan. Subject to the preceding provisions of this clause (vi), in the event that any lender or other creditor under a Permitted Loan transaction (including any agent or trustee on their behalf) or any Affiliate of the foregoing exercises any rights or remedies in respect of the Series B Preferred Stock or the shares of Common Stock issuable or issued upon conversion of the Series B Preferred Stock or any other collateral for any Permitted Loan, no lender, creditor, agent or trustee on their behalf or affiliate of any of the foregoing (other than, for the avoidance of doubt, an Investor Party or its Affiliates) shall be entitled to any rights or have any obligations or be subject to any transfer restrictions or limitations hereunder except and to the extent for those expressly provided for in Registration Rights Agreement.

(c) Notwithstanding Sections 5.08(a) and (b), the Investor Parties will not at any time knowingly, directly or indirectly (without the prior written consent of the Board), Transfer any Series B Preferred Stock or Common Stock issued upon conversion of the Series B Preferred Stock to a Competitor; provided, that (i) these restrictions shall not apply to Transfers into the public market pursuant to a bona fide, broadly distributed underwritten public offering, in each case made pursuant to the Registration Rights Agreement or through a bona fide sale to the public without registration effectuated pursuant to Rule 144 under the Securities Act and (ii) in lieu of the foregoing, in connection with a Transfer of shares of Series B Preferred Stock or Common Stock issued upon conversion of the Series B Preferred Stock in connection with any foreclosure or exercise of remedies under a Permitted Loan, only the Foreclosure Limitations shall be applicable.

(d) Any attempted Transfer in violation of this Section 5.08 shall be null and void *ab initio*.

Section 5.09 Legend. (a) All certificates or other instruments representing the Series B Preferred Stock or Common Stock issued upon conversion of the Series B Preferred Stock will bear a legend substantially to the following effect:

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN AN INVESTMENT AGREEMENT, DATED AS OF MAY 11, 2020, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE ISSUER.

(b) (i) Upon request of the applicable Investor Party, upon receipt by the Company of an opinion of counsel reasonably satisfactory to the Company to the effect that such legend is no longer required under the Securities Act and applicable state securities Laws, the Company shall promptly cause the first paragraph of the legend to be removed from any certificate for Series B Preferred Stock or Common Stock to be Transferred in accordance with the terms of this Agreement and (ii) the second paragraph of the legend shall be removed upon the expiration of such transfer restrictions set forth in this Agreement (and, for the avoidance of doubt, immediately prior to any termination of this Agreement).

Section 5.10 Election of Directors. (a) Effective immediately following the Initial Closing, the Company will increase the size of the Board in order to elect or appoint two

Investor Designees (such individual, the "Initial Investor Director Designees") to the Board with each to serve for a term expiring at the next annual meeting of the Company's stockholders and until his or her successor is duly elected and qualified.

(b) Upon the occurrence of the First Fall-Away of Investor Board Rights, at the written request of the Board, one of the Investor Directors shall immediately resign, and the Investor Parties shall cause one Investor Director immediately to resign, from the Board effective as of the date of the First Fall-Away of Investor Board Rights. Upon the occurrence of the Second Fall-Away of Investor Board Rights, at the written request of the Board, the remaining Investor Director shall immediately resign, and the Investor Parties shall cause such Investor Director immediately to resign, from the Board effective as of the date of the Second Fall-Away of Investor Board Rights, and the Investor Parties shall no longer have any rights under this Section 5.10, including, for the avoidance of doubt, any designation or nomination rights under Section 5.10(c).

(c) Following the Initial Closing and until the occurrence of the Second Fall-Away of Investor Board Rights, at any annual meeting of the Company's stockholders at which the term of an Investor Director shall expire, the Investor Parties shall have the right to designate Investor Designees to the Board at such annual meeting for election to the Board at such annual meeting (in accordance with Section 14 of the Series B Certificate of Designations). The Company shall include any Investor Designees designated by the Investor Parties in accordance with this Section 5.10(c) and Section 14 of the Series B Certificate of Designations in the Company's slate of nominees for the applicable annual meeting of the Company's stockholders and shall recommend that the holders of Common Stock vote in favor of any such Investor Designee's election and shall support any Investor Designee in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees in the aggregate. Without the prior written consent of the Investor Parties, so long as the Investor Parties are entitled to designate an Investor Designee for election to the Board in accordance with this Section 5.10, the Board shall not remove any Investor Director from his or her directorship (except as required by Law, the Series B Certificate of Designations or the Company Charter Documents).

(d) In the event of the death, disability, resignation or removal of any Investor Director as a member of the Board (other than resignation pursuant to Section 5.10(b)), the Investor Parties, if the Investor Parties are entitled to nominate one or more directors pursuant to this Section 5.10, may designate an Investor Designee to replace such Investor Director and, subject to Section 5.10(e) and any applicable provisions of the DGCL, the Company shall cause such Investor Designee to fill such resulting vacancy.

(e) The Company's obligations to have any Investor Designee elected to the Board or nominate any Investor Designee for election as a director at any meeting of the Company's stockholders pursuant to this Section 5.10, as applicable, shall in each case be subject to such Investor Designee's satisfaction of all requirements regarding service as a director of the Company under applicable Law and stock exchange rules regarding service as a director of the Company and all other criteria and qualifications for service as a director applicable to all directors of the Company. The Investor Parties will cause each Investor Designee to make himself or herself reasonably available for interviews and to consent to such

reference and background checks or other investigations as the Board may reasonably request to determine the Investor Designee's eligibility and qualification to serve as a director of the Company. No Investor Designee shall be eligible to serve on the Board if he or she has been involved in any of the events enumerated under Item 2(d) of Schedule 13D under the Exchange Act or Item 401(f) of Regulation S-K under the Securities Act or is subject to any Judgment prohibiting service as a director of any public company. As a condition to any Investor Designee's election to the Board or nomination for election as a director of the Company at any meeting of the Company's stockholders, the Investor Parties and the Investor Designee must provide to the Company:

(i) all information requested by the Company that is required to be or is customarily disclosed for directors, candidates for directors and their respective Affiliates and Representatives in a proxy statement or other filings in accordance with applicable Law, any stock exchange rules or listing standards or the Company Charter Documents or corporate governance guidelines, in each case, relating to the Investor Designee's election as a director of the Company or the Company's operations in the ordinary course of business;

(ii) all information requested by the Company in connection with assessing eligibility and other criteria applicable to directors or satisfying compliance and legal or regulatory obligations, in each case, relating to the Investor Designee's nomination or election, as applicable, as a director of the Company or the Company's operations in the ordinary course of business; and

(iii) an undertaking in writing by the Investor Designee:

a. to be subject to, bound by and duly comply with the code of conduct in the form agreed upon by the other directors of the Company; provided that no such code of conduct shall restrict any Transfer of securities by the Investor Parties or their Affiliates (other than with respect to the Investor Director solely in his or her individual capacity) except as provided herein, impose confidentiality obligations on the Investor Director other than those specified in Section 5.05 or as mandatorily applicable under applicable Law, or impose any share ownership requirement for the Investor Director; and

b. to waive notice of and recuse himself or herself from any meetings, deliberations or discussion of the Board or any committee thereof regarding any Transaction Document, the Transactions or any other transactions involving Sponsor.

(f) The Company shall indemnify each Investor Director and provide each Investor Director with director and officer insurance to the same extent as it indemnifies and provides such insurance to other members of the Board, pursuant to the Company Charter Documents, the DGCL or otherwise. The Company acknowledges and agrees that it (1) is the indemnitor of first resort (i.e., its obligations to each Investor Director are primary and any obligation of the Investor Parties or their Affiliates to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any Investor Director are

secondary) and (2) shall be required to advance the amount of expenses incurred by any Investor Director and shall be liable for the amount of all expenses and liabilities incurred by such Investor Director, in each case to the same extent as it indemnifies and provides such insurance to other members of the Board, pursuant to the Company Charter Documents, the DGCL or otherwise, without regard to any rights such Investor Director may have against any Investor Parties or their Affiliates.

(g) Prior to the Second Fall-Away of Investor Board Rights, the Company shall not decrease the size of the Board without the consent of the Investor Parties if such decrease would require the resignation of any Investor Designee.

(h) The parties hereto agree that each Investor Director shall be entitled to (i), unless waived by the Investor Director, cash or equity compensation from the Company in connection with their service as directors and (ii) reimbursement from the Company for the reasonable out-of-pocket fees or expenses incurred in connection with his or her service as a director of the Board, in each case, in a manner consistent with the Company's practices with respect compensation or reimbursement, respectively, for other members of the Board, including reimbursement pursuant to customary indemnification arrangements.

Section 5.11 Voting. Until the First Fall-Away of Investor Board Rights:

(a) Upon the later of (i) expiration or termination of the waiting period under the HSR Act and (ii) approval or expiration of the waiting period under Chapter VII of the German Act against Restraints of Competition, of 1958, as amended, the Investor shall, and shall (to the extent necessary to comply with this Section 5.11) cause the Investor Parties to, be present, in person or by proxy, at all meetings of the stockholders of the Company so that all shares of Series B Preferred Stock or Common Stock beneficially owned by the Investor or the Investor Parties may be counted for the purposes of determining the presence of a quorum and voted in accordance with Section 5.11(a) at such meetings (including at any adjournments or postponements thereof).

(b) The provisions of Section 5.11(a) shall not apply to the exclusive consent and voting rights of the holders of Series B Preferred Stock set forth in Section 13(b) and Section 14 of the Series B Certificate of Designations.

Section 5.12 Tax Matters. (a) The Company and its paying agent shall be entitled to deduct and withhold Taxes on all payments on the Series B Preferred Stock or Common Stock or other securities issued upon conversion of the Series B Preferred Stock to the extent required by applicable Law. Promptly following the date of this Agreement or, in the case of a Permitted Transferee, the date such Permitted Transferee first acquires any Series B Preferred Stock or Common Stock or other securities issued upon conversion of the Series B Preferred Stock, each Investor Party shall deliver to the Company or its paying agent a duly executed, accurate and properly completed Internal Revenue Service ("IRS") Form W-9 or an appropriate IRS Form W-8, as applicable. If the information on any such form provided by an Investor Party changes, or upon the Company's reasonable request, the Investor Party shall provide the Company with an updated version of such form.

(b) Absent a change in law or a contrary determination (as defined in Section 1313(a) of the Code), the Investor Parties and the Company agree (i) not to treat the accrual of any accrued but unpaid dividends or any accrued amounts thereon (based on the terms as set forth in the Series B Certificate of Designations) as a dividend for U.S. federal income tax purposes and applicable state and local tax purposes unless and until such dividends are declared and paid in cash, and (ii) to treat an adjustment to the Conversion Rate (as defined in the Series B Certificate of Designations) pursuant to the proviso in such definition as an adjustment to the issue price under U.S. Treasury Regulation Section 1.305-1(c) and not as a deemed distribution under Section 305(b) or Section 305(c) of the Code and, in each case, the parties shall not take any position inconsistent with such treatment.

(c) The Company shall pay any and all documentary, stamp and similar issue or transfer Tax due on (x) the issue of the Series B Preferred Stock and (y) the issue of shares of Common Stock upon conversion of the Series B Preferred Stock. However, in the case of conversion of Series B Preferred Stock, the Company shall not be required to pay any Tax or duty that may be payable in respect of any Transfer involved in the issue and delivery of shares of Common Stock or Series B Preferred Stock to a beneficial owner other than the beneficial owner of the Series B Preferred Stock immediately prior to such conversion, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Company the amount of any such Tax or duty, or has established to the satisfaction of the Company that such Tax or duty has been paid.

Section 5.13 Use of Proceeds. The Company shall use the proceeds from the issuance and sale of the Acquired Shares for working capital and general corporate purposes.

Section 5.14 Sponsor. (a) Notwithstanding anything to the contrary set forth in this Agreement, none of the terms or provisions of this Agreement (including, for the avoidance of doubt, Section 5.07) shall in any way limit the activities of Sponsor or any of its Affiliates (collectively, the "Sponsor Group"), other than the Investor Parties, in their businesses distinct from the corporate private equity business of Sponsor (the "Excluded Sponsor Parties"), so long as (i) no such Excluded Sponsor Party or any of its Representatives is acting on behalf of or at the direction of any Investor Party with respect to any matter that otherwise would violate any term or provision of this Agreement and (ii) no Confidential Information is made directly available to any Excluded Sponsor Party or any of its Representatives who are not involved in the corporate private equity business of Sponsor by or on behalf of any Investor Party or any of their Representatives, except with respect to any such Representative who is (x) compliance personnel for compliance purposes and (y) non-compliance personnel of Sponsor who are directors or officers of, or function in a similar oversight role at, such Affiliate as long as Confidential Information is not otherwise disclosed to such Affiliate.

(b) The Investor and the Company agree and acknowledge that, subject to applicable Law, each Investor Director designated by the Investor Parties may share Confidential Information about the Company and its Subsidiaries with the Investor Parties and their Affiliates.

(c) The Investor Parties and the Company hereby agree, notwithstanding anything to the contrary in any other agreement or at Law or in equity, that, to the maximum extent permitted by Law, when the Investor Parties take any action under this Agreement to give

or withhold their consent, the Investor Parties shall have no duty (fiduciary or other) to consider the interests of the Company or the other stockholders of the Company and may act exclusively in their own interest; provided, however, that the foregoing shall in no way affect the obligations of the parties hereto to comply with the provisions of this Agreement. For the avoidance of doubt, the foregoing sentence shall not limit or otherwise affect the fiduciary duties of the Investor Directors or Investor Designees.

Section 5.15 Information Rights. Following the Closing and so long as the 50% Beneficial Ownership Requirement is satisfied, in order to facilitate (i) the Investor Parties' compliance with legal and regulatory requirements applicable to the beneficial ownership by the Investor Parties and its Affiliates of equity securities of the Company and (ii) the Investor Representative's oversight of the Investor Parties' investment in the Company, the Company agrees to provide each of the Investor Parties and the Investor Representative with the following:

(a) within 90 days after the end of each fiscal year of the Company, (A) an audited, consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal year, (B) an audited, consolidated income statement of the Company and its Subsidiaries for such fiscal year and (C) an audited, consolidated statement of cash flows of the Company and its Subsidiaries for such fiscal year; provided that this requirement shall be deemed to have been satisfied if on or prior to such date the Company files its annual report on Form 10-K for the applicable fiscal year with the SEC;

(b) within 45 days after the end of each of the first three quarters of each fiscal year of the Company, (A) an unaudited, consolidated balance sheet of the Company and its Subsidiaries as of the end of such fiscal quarter, (B) an unaudited, consolidated income statement of the Company and its Subsidiaries for such fiscal quarter and (C) an unaudited, consolidated statement of cash flows of the Company and its Subsidiaries for such fiscal quarter; provided that this requirement shall be deemed to have been satisfied if on or prior to such date the Company files its quarterly report on Form 10-Q for the applicable fiscal year with the SEC; and

(c) reasonable access, to the extent reasonably requested by the Investor Parties or the Investor Representative, to the offices and the properties of the Company and its Subsidiaries, including its and their books and records, and to discuss its and their affairs, finances and accounts and matters related to capital structure and financing with its and their officers, all upon reasonable notice and at such reasonable times and as often as the Investor Parties and the Investor Representative may reasonably request and the Company and its Subsidiaries shall consider in good faith any suggestions made by the Investor Parties with respect to the matters discussed, including with respect to the capital structure and financing of the Company and its Subsidiaries; provided that any investigation pursuant to this Section 5.15 shall be conducted in a manner as not to interfere unreasonably with the conduct of the business of the Company and its Subsidiaries;

provided that the Company shall not be obligated to provide such access or materials if the Company determines, in its reasonable judgment, that doing so would reasonably be expected to (i) result in the disclosure of trade secrets or competitively sensitive information to third parties, (ii) violate applicable Law, an applicable Judgment or a Contract or obligation of confidentiality owing to a third party, (iii) jeopardize the protection of an attorney-client privilege, attorney

work product protection or other legal privilege (provided, however, that the Company shall use reasonable efforts to provide alternative, redacted or substitute documents or information in a manner that would not result in the loss of the ability to assert attorney-client privilege, attorney work product protection or other legal privileges), or (iv) expose the Company to risk of liability for disclosure of personal information; provided that the parties shall use their commercially reasonable efforts to disclose such information in a manner that would not violate the foregoing. In addition, notwithstanding anything to the contrary contained herein, neither the Company nor any of its Subsidiaries will be required to provide any information or material that relates to, contains or reflects any analyses, studies, notes, memoranda and other information related to or prepared in connection with any Transaction Document or the Transactions or any matters relating thereto or any transactions with or matters relating to the Investor Parties or any Affiliates of the Investor.

Section 5.16 Financing Cooperation. If requested by the Investor Parties, the Company will provide the following cooperation in connection with the Investor Parties obtaining any Permitted Loan: (i) entering into an issuer agreement (an "Issuer Agreement") with each lender in customary form in connection with such transactions (which agreement may include, without limitation, agreements and obligations of the Company relating to procedures and specified time periods for effecting Transfers and/or conversions upon foreclosure, agreements to not hinder or delay exercises of remedies on foreclosure, acknowledgments regarding corporate policy, if applicable, certain acknowledgments regarding securities Law status of the pledge arrangements and a specified list of Competitors) and subject to the consent of the Company (which will not be unreasonably withheld or delayed), with such changes thereto as are requested by such lender and customary for similar financings, (ii) using commercially reasonable efforts to (A) remove any restrictive legends on certificates representing pledged Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock and depositing such pledged Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock in book entry form on the books of The Depository Trust Company when eligible to do so (and providing any necessary indemnities to the transfer agent in connection therewith) or (B) without limiting the generality of clause (A), if such Series B Preferred Stock is eligible for resale under Rule 144A, depositing such pledged Series B Preferred Stock in book entry form on the books of The Depository Trust Company or other depository with customary Rule 144A restrictive legends in lieu of the legends specified in Section 5.09(a) above, (iii) if so requested by such lender or counterparty, as applicable, re-registering the pledged Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock in the name of the relevant lender, counterparty, custodian or similar party to a Permitted Loan, with respect to Permitted Loans solely as securities intermediary and only to the extent an Investor Party or its Affiliates continues to beneficially own such pledged Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock, (iv) entering into customary triparty agreements with each lender and the Investor Parties relating to the delivery of the Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock to the relevant lender for crediting to the relevant collateral accounts upon funding of the loan and payment of the purchase price including a right for such lender as a third party beneficiary of the Company's obligations under hereunder to issue the Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock upon payment of the purchase price therefor in accordance with the terms of this Agreement and (v) such other cooperation and assistance as the Investor Parties may reasonably request (which

cooperation and assistance, for the avoidance of doubt, shall not include any requirements that the Company deliver information, compliance certificates or any other materials typically provided by borrowers to lenders) that will not unreasonably disrupt the operation of the Company's business. Notwithstanding anything to the contrary in the preceding sentence, the Company's obligation to deliver an Issuer Agreement is conditioned on the Investor certifying to the Company in writing that (A) the loan agreement with respect to which the Issuer Agreement is being delivered constitutes a Permitted Loan being entered into in accordance with this Agreement, the Investor has pledged the Series B Preferred Stock and/or the underlying shares of Common Stock as collateral to the lenders under such Permitted Loan and that the execution of such Permitted Loan and the terms thereof do not violate the terms of this Agreement, (B) to the extent applicable, whether the registration rights under the Registration Rights Agreement are being assigned to the lenders under that Permitted Loan and (C) the Investor Parties acknowledge and agree that the Company will be relying on such certificate when entering into the Issuer Agreement and any inaccuracy in such certificate will be deemed a breach of this Agreement. The Investor Parties acknowledge and agree that the statements and agreements of the Company in an Issuer Agreement are solely for the benefit of the applicable lenders party thereto and that in any dispute between the Company and the Investor Parties under this Agreement the Investor Parties shall not be entitled to use the statements and agreements of the Company in an Issuer Agreement against the Company.

Section 5.17 Exclusivity.

(a) Prior to the Initial Closing, without the Investor's prior written consent, neither the Company nor any of its Subsidiaries shall, directly or indirectly, take (and the Company shall not authorize or permit any directors, officers or employees of the Company or, to the extent within the Company's control, other Affiliates or representatives of the Company or any of its Subsidiaries to take) any action to (i) encourage (including by way of furnishing non-public information), solicit, initiate or facilitate any Acquisition Proposal, (ii) enter into any agreement with respect to any Acquisition Proposal or enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate any of the Transactions or (iii) participate in any way in discussions or negotiations with, or furnish any information to, any Person in connection with, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or would reasonably be expected to lead to, any Acquisition Proposal. Prior to the Initial Closing, the Company shall use reasonable best efforts to take all actions reasonably necessary to ensure that the directors, officers and employees of the Company or any of its Subsidiaries and, to the extent within the Company's control, other Affiliates or representatives of the Company or any of its Subsidiaries, do not take or do any of the actions referenced in the immediately foregoing sentence. Upon execution of this Agreement and prior to the Second Closing, unless the Investor otherwise consents in writing, the Company shall, if applicable, cease immediately and cause to be terminated any and all existing discussions or negotiations with any parties conducted heretofore with respect to an Acquisition Proposal and promptly request that all confidential information with respect thereto furnished on behalf of the Company be returned.

(b) Prior to the Initial Closing, the Company shall, as promptly as practicable (and in no event later than one business day after receipt thereof), advise the Investor of any Acquisition Proposal, potential Acquisition Proposal, or any inquiry received by it relating to any

potential Acquisition Proposal and of the material terms of any proposal or inquiry, including, but not limited to, the identity of the Person and its Affiliates making the same, the consideration that it may receive in respect of any such Acquisition Proposal, potential Acquisition Proposal, or inquiry, or of any information requested from it or of any negotiations or discussions being sought to be initiated with it, shall furnish to the Investor a copy of any such proposal or inquiry, if it is in writing, or a reasonably accurate written summary of any such proposal or inquiry, if it is not in writing, and shall keep the Investor informed on a reasonably prompt basis with respect to any developments with respect to the foregoing.

Section 5.18 Preemptive Rights.

(a) From and after the Initial Closing and so long as the 50% Beneficial Ownership Requirement is satisfied, if the Company makes any public or non-public offering of any capital stock of, other equity or voting interests in, or equity-linked securities of, the Company or any securities that are convertible or exchangeable into (or exercisable for) capital stock of, other equity or voting interests in, or equity-linked securities of, the Company (collectively "Preemptive Securities")), including, for the purposes of this Section 5.18, warrants, options or other such rights (any such security, a "New Security") (other than (1) issuances of Preemptive Securities to directors, officers, employees, consultants or other agents of the Company, (2) issuances of Preemptive Securities pursuant to an employee stock option plan, management incentive plan, restricted stock plan, stock purchase plan or stock ownership plan or similar benefit plan, program or agreement, (3) issuances made as consideration for any acquisition (by sale, merger in which the Company is the surviving corporation, or otherwise) by the Company of equity in, or assets of, another Person, business unit, division or business, (4) issuances of any securities issued as a result of a stock split, stock dividend, reclassification or reorganization or similar event, (5) issuances of shares of Preemptive Securities in connection with a bona fide strategic partnership or commercial arrangement with a Person that is not an Affiliate of the Company or any of its Subsidiaries (other than (x) any such strategic partnership or commercial arrangement with a private equity firm or similar financial institution or (y) an issuance the primary purpose of which is the provision of financing), (6) securities issued pursuant to the conversion, exercise or exchange of Series B Preferred Stock issued to the Investor Parties and (7) shares of a Subsidiary of the Company issued to the Company or a wholly owned Subsidiary of the Company) the Investor and each Investor Party to which the Investor later Transfers any shares of Series B Preferred Stock or Common Stock issued upon conversion of Series B Preferred Stock shall be afforded the opportunity to acquire from the Company such Investor Party's Preemptive Rights Portion of such New Securities for the same price as that offered to the other purchasers of such New Securities; provided, that the Investor Parties shall not be entitled to acquire any New Securities pursuant to this Section 5.17 to the extent the issuance of such New Securities to the Investor Parties would require approval of the stockholders of the Company as a result of any such Investor Party's status, if applicable, as an Affiliate of the Company or pursuant to the rules and listing standards of the NYSE (including NYSE Listed Company Manual Section 312.03(c)), in which case the Company may consummate the proposed issuance of New Securities to other Persons prior to obtaining approval of the stockholders of the Company (subject to compliance by the Company with Section 5.18(f) below).

(b) Subject to the foregoing proviso in Section 5.18(a), the amount of New Securities that each Investor Party shall be entitled to purchase in the aggregate shall be determined by multiplying (1) the total number of such offered shares of New Securities by (2) a fraction, the numerator of which is the number of shares of shares Series A Preferred Stock and/or shares of Common Stock (in the aggregate and on an as converted basis) held by such Investor Party, as of such date, and the denominator of which is the aggregate number of shares of Common Stock (on an as converted basis) outstanding as of such date (the "Preemptive Rights Portion").

(c) If the Company proposes to offer New Securities, it shall give the Investor written notice of its intention, describing the anticipated price (or range of anticipated prices), anticipated amount of New Securities and other material terms and timing upon which the Company proposes to offer the same (including, in the case of a registered public offering and to the extent possible, a copy of the prospectus included in the registration statement filed with respect to such offering) at least seven (7) Business Days prior to such issuance (or, in the case of a registered public offering, at least seven (7) Business Days prior to the commencement of such registered public offering) (provided that, to the extent the terms of such offering cannot reasonably be provided seven (7) Business Days prior to such issuance, notice of such terms may be given as promptly as reasonably practicable but in any event prior to such issuance). The Company may provide such notice to the Investor Parties on a confidential basis prior to public disclosure of such offering. Other than in the case of a registered public offering, the Investor Parties may notify the Company in writing at any time on or prior to the second (2nd) Business Day immediately preceding the date of such issuance (or, if notice of all such terms has not been given prior to the second (2nd) Business Day immediately preceding the date of such issuance, at any time prior to such issuance) whether any of the Investor Parties will exercise such preemptive rights and as to the amount of New Securities the Investor Parties desires to purchase, up to the maximum amount calculated pursuant to Section 5.18(b). In the case of a registered public offering, the Investor Parties shall notify the Company in writing at any time prior to the second (2nd) Business Day immediately preceding the date of commencement of such registered public offering (or, if notice of all such terms has not been given prior to the second (2nd) Business Day immediately preceding the date of commencement of such registered public offering, at any time prior to the date of commencement of such registered public offering) whether any of the Investor Parties will exercise such preemptive rights and as to the amount of New Securities the Investor Parties desires to purchase, up to the maximum amount calculated pursuant to Section 5.18(b). Such notice to the Company shall constitute a binding commitment by the Investor Parties to purchase the amount of New Securities so specified at the price and other terms set forth in the Company's notice to it. Subject to receipt of the requisite notice of such issuance by the Company, the failure of the Investor Parties to respond prior to the time a response is required pursuant to this Section 5.18(c) shall be deemed to be a waiver of the Investor Parties' purchase rights under this Section 5.18 only with respect to the offering described in the applicable notice.

(d) Each Investor Party shall purchase the New Securities that it has elected to purchase under this Section 5.18 concurrently with the related issuance of such New Securities by the Company (subject to the receipt of any required approvals from any Governmental Authority to consummate such purchase by such Investor Party); provided, that if such related issuance is prior to the twentieth (20th) Business Day following the date on which such Investor

Party has notified the Company that it has elected to purchase New Securities pursuant to this Section 5.18, then each Investor Party shall purchase such New Securities within twenty (20) Business Days following the date of the related issuance. If the proposed issuance by the Company of securities which gave rise to the exercise by the Investor Parties of its preemptive rights pursuant to this Section 5.18 shall be terminated or abandoned by the Company without the issuance of any New Securities, then the purchase rights of the Investor Parties pursuant to this Section 5.18 shall also terminate as to such proposed issuance by the Company (but not any subsequent or future issuance), and any funds in respect thereof paid to the Company by the Investor Parties in respect thereof shall be promptly refunded in full.

(e) In the case of the offering of securities for consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be deemed to be the fair value thereof as reasonably determined by the Board; provided, however, that such fair value as determined by the Board shall not exceed the aggregate market price of the securities being offered as of the date the Board authorizes the offering of such securities.

(f) In the event that the Investor Parties are not entitled to acquire any New Securities pursuant to this Section 5.18 because such issuance would require the Company to obtain stockholder approval in respect of the issuance of such New Securities to the Investor Parties as a result of any such Investor Party's status, if applicable, as an Affiliate of the Company or pursuant to the rules and listing standards of the NYSE (including NYSE Listed Company Manual Section 312.03(c)), the Company shall, upon the Investor's reasonable request delivered to the Company in writing within seven (7) Business Days following its receipt of the written notice of such issuance to the Investor Parties pursuant to Section 5.18(c), at the Investor's election, (i) waive the restrictions set forth in Section 5.08 solely to the extent necessary to permit any Investor Party to acquire such number of New Securities equivalent to its Preemptive Rights Portion of such issuance such Investor Party would have been entitled to purchase had it been entitled to acquire such New Securities pursuant to Section 5.18(a)-(c); (ii) consider and discuss in good faith modifications proposed by the Investor Parties to the terms and conditions of such portion of the New Securities which would otherwise be issued to the Investor Parties such that the Company would not be required to obtain stockholder approval in respect of the issuance of such New Securities as so modified; and/or (iii) solely to the extent that stockholder approval is required in connection with the issuance of New Securities to Persons other than the Investor Parties, use reasonable best efforts to seek stockholder approval in respect of the issuance of any New Securities to the Investor Parties.

(g) The election by any Investor Party to not exercise its subscription rights under this Section 5.18 in any one instance shall not affect its rights as to any subsequent proposed issuance.

(h) The Company and the Investor Parties shall cooperate in good faith to facilitate the exercise of the Investor Parties' rights pursuant to this Section 5.18, including securing any required approvals or consents.

Section 5.19 Available Registration Statement. The Company will not effect a Mandatory Conversion (as defined in the Series B Certificate of Designations) if any Investor

Party holds or would hold upon such Mandatory Conversion (or any earlier conversion following the dates of the Notice of Mandatory Conversion (as defined in the Series B Certificate of Designations)) shares of Common Stock that are Registrable Securities unless as of the date of Notice of Mandatory Conversion and as of the Mandatory Conversion Date (as defined in the Series B Certificate of Designations) there is an Available Registration Statement covering resale of such shares of Common Stock by the Investor Parties.

Section 5.20 Section 16 Matters. If the Company becomes a party to a consolidation, merger or other similar transaction, or if the Company proposes to take or omit to take any other action under Section 5.18 (including granting to the Investor Parties or their respective Affiliates the right to participate in any issuance of securities) or otherwise or if there is any event or circumstance that may result in the Investor Parties, their respective Affiliates and/or any Investor Director being deemed to have made a disposition or acquisition of equity securities of the Company or derivatives thereof for purposes of Section 16 of the Exchange Act (including the purchase by the Investor Parties of any securities under Section 5.18), and if any Investor Director is serving on the Board at such time or has served on the Board during the preceding six (6) months (i) the Board or a committee thereof composed solely of two or more "non-employee directors" as defined in Rule 16b-3 of the Exchange Act will pre-approve such acquisition or disposition of equity securities of the Company or derivatives thereof for the express purpose of exempting the Investor Parties', their respective Affiliates' and such Investor Director's interests (for the Investor and/or their respective Affiliates, to the extent such persons may be deemed to be "directors by deputization") in such transaction from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder and (ii) if the transaction involves (A) a merger or consolidation to which the Company is a party and the Common Stock is, in whole or in part, converted into or exchanged for equity securities of a different issuer, (B) a potential acquisition or deemed acquisition, or disposition or deemed disposition, by the Investor Parties, the Investor's Affiliates, and/or any Investor Director of equity securities of such other issuer or derivatives thereof and (C) an Affiliate or other designee of the Investor Parties or their Affiliates will serve on the board of directors (or its equivalent) of such other issuer pursuant to the terms of an agreement to which the Company is a party (or if the Investor Parties notify the Company of such service a reasonable time in advance of the closing of such transactions), then if the Company requires that the other issuer pre-approve any acquisition of equity securities or derivatives thereof for the express purpose of exempting the interests of any director or officer of the Company or any of its subsidiaries in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder, the Company shall require that such other issuer pre-approve any such acquisitions of equity securities or derivatives thereof for the express purpose of exempting the interests of the Investor Parties', their respective Affiliates' and any Investor Director (for the Investor Parties and/or their respective Affiliates, to the extent such persons may be deemed to be "directors by deputization" of such other issuer) in such transactions from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 thereunder.

Section 5.21 Company Actions.

(a) Promptly following the Initial Closing, the Company shall create a new position of Chief Transformation Officer. For so long as the Investor Parties meet the 20% Beneficial Ownership Requirement, in the event that there is a vacancy in the offices of the CEO, any Named Executive Officer or the Chief Transformation Officer, the Company shall consult

with the Investor Parties as to the person to fill such vacancy. In connection therewith, the Company shall ensure that representatives of the Investor Parties are provided an opportunity to identify and interview such candidates and the Company shall give good faith consideration with respect to any recommendations of the Investor Parties.

(b) The Company agrees, promptly following the Initial Closing, to consider in good faith engaging KKR Capstone with respect to consulting services regarding the operations of the Company. The Company shall also consider in good faith engaging KKR Capital Markets with respect to advice regarding capital structure matters as well as any financings contemplated by the Company. Any such engagements shall be on mutually agreed upon terms and conditions.

(c) Upon the consummation of the Wella Sale, the Company shall, in good faith consider entering into discussions with its lenders to make repayments under the Existing Credit Agreement with proceeds from the Wella Sale and amend (including with respect to the covenants therein) and extend the Existing Credit Agreement in consultation with the Investor.

(d) Following the date hereof and prior to the Initial Closing, the Company shall submit to its stockholders, to the extent required under the listing rules of the NYSE, a proposal to approve any issuance of shares of Common Stock issued upon conversion of the Series B Preferred Stock, that would, in each case, absent such approval violate NYSE Rule 312.03(c) (or its successor).

ARTICLE VI

Conditions to Closing

Section 6.01 Conditions to the Obligations of the Company and the Investor. The respective obligations of each of the Company and the Investor to effect the Initial Closing and the Second Closing, as applicable, shall be subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Initial Closing Date or the Second Closing, as applicable, of the following condition:

(a) no temporary or permanent Judgment shall have been enacted, promulgated, issued, entered, amended or enforced by any Governmental Authority nor shall any proceeding brought by a Governmental Authority seeking any of the foregoing be pending, or any applicable Law shall be in effect enjoining or otherwise prohibiting consummation of the Transactions (collectively, "Restraints").

Section 6.02 Conditions to the Obligations of the Company. The obligations of the Company to effect the Initial Closing or the Second Closing, as applicable, shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Initial Closing Date or the Second Closing Date, as applicable, of the following conditions:

(a) the representations and warranties of the Investor set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Initial Closing Date or the Second Closing Date, as applicable, with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

(b) the Investor shall have complied with or performed in all material respects its obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Initial Closing or the Second Closing, as applicable; and

(c) the Company shall have received a certificate, signed on behalf of the Investor by a duly authorized officer thereof, certifying that the conditions set forth in Section 6.02(a) and Section 6.02(b) have been satisfied.

Section 6.03 Conditions to the Obligations of the Investor. The obligations of the Investor to effect the Initial Closing or the Second Closing, as applicable, shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Initial Closing Date or the Second Closing Date, as applicable, of the following conditions:

(a) the representations and warranties of the Company (i) set forth in Sections 3.01, 3.02, 3.03(a), 3.10, 3.11, 3.12, 3.13, 3.14 and 3.17 shall be true and correct (disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein) in all material respects as of the date of this Agreement and as of the Initial Closing Date or the Second Closing Date, as applicable, with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), (ii) set forth in Section 3.06(b) shall be true and correct in all respects as of the date of this Agreement and as of the Initial Closing Date or the Second Closing Date, as applicable, with the same effect as though made on and as of such date and (iii) set forth in this Agreement, other than in Sections 3.01, 3.02, 3.03(a), 3.06(b), 3.10 3.11, 3.12, 3.13, 3.14 and 3.17, shall be true and correct (disregarding all qualifications or limitations as to "materiality", "Material Adverse Effect" and words of similar import set forth therein) as of the date of this Agreement and as of the Initial Closing Date or the Second Closing Date, as applicable, with the same effect as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except, in the case of this clause (iii), where the failure to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) the Company shall have complied with or performed in all material respects its obligations required to be complied with or performed by it pursuant to this Agreement at or prior to the Initial Closing or the Second Closing, as applicable;

(c) the Investor shall have received a certificate, signed on behalf of the Company by a duly authorized officer thereof, certifying that the conditions set forth in Section 6.03(a) and 6.03(b) have been satisfied;

(d) prior to the Initial Closing, the Company shall have duly adopted and filed with the Secretary of State of the State of Delaware the Series B Certificate of Designations, and a certified copy thereof shall have been delivered to the Investor; and

(e) prior to the Initial Closing, to the extent that the Initial Investor Director Designees have been designated at least ten (10) Business Days prior to the Initial Closing, the

Board shall have taken all actions necessary and appropriate to cause to be elected or appointed to the Board, effective immediately following the Closing, the Initial Investor Director Designees.

Section 6.04 Additional Conditions to the Obligations of the Investor to Effect the Second Closing. The obligations of the Investor to effect the Second Closing, as applicable, shall be further subject to the satisfaction (or waiver, if permissible under applicable Law) on or prior to the Second Closing Date of the following condition:

(a) a valid and binding purchase and sale agreement in respect of the Wella Sale, containing principal terms substantially consistent with the Memorandum of Understanding, dated May 11, 2020, between the Company and KKR Rainbow Aggregator (Asset) GP LLC, shall have been executed by the Company, the Investor (or an Affiliate thereof) and any other parties thereto by May 30, 2020, as such date may be extended as the Company and the Investor shall agree.

ARTICLE VII

Termination; Survival

Section 7.01 Termination. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

(a) by the mutual written consent of the Company and the Investor;

(b) by either the Company or the Investor upon written notice to the other, if the Closing has not occurred on or prior to July 31, 2020 (the "Termination Date"); provided that the right to terminate this Agreement under this Section 7.01(b) shall not be available to any party if any breach by such party of its representations and warranties set forth in this Agreement or the failure of such party to perform any of its obligations under this Agreement has been a principal cause of or primarily resulted in the events specified in this Section 7.01(b);

(c) by either the Company or the Investor if any Restraint enjoining or otherwise prohibiting consummation of the Transactions shall be in effect and shall have become final and non-appealable prior to the Closing Date; provided that the right to terminate this Agreement pursuant to Section 7.01(c) shall not be available to any party unless such party has complied in all material respects with its obligations under Section 5.02;

(d) by the Investor if the Company shall have breached any of its representations or warranties or failed to perform any of its covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.03(a) or Section 6.03(b) and (ii) is incapable of being cured prior to the Termination Date, or if capable of being cured, shall not have been cured within thirty (30) calendar days (but in no event later than the Termination Date) following receipt by the Company of written notice of such breach or failure to perform from the Investor stating the Investor's intention to terminate this Agreement pursuant to this Section 7.01(d) and the basis for such termination; provided that the Investor shall not have the right to terminate this Agreement pursuant to this Section 7.01(d) if the Investor is then in material breach of any of its representations, warranties, covenants or agreements hereunder which breach would give rise to the failure of a condition set forth in Section 6.02(a) or Section 6.02(b); or

(e) by the Company if the Investor shall have breached any of its representations or warranties or failed to perform any of its covenants or agreements set forth in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.02(a) or Section 6.02(b) and (ii) is incapable of being cured prior to the Termination Date, or if capable of being cured, shall not have been cured within thirty (30) calendar days (but in no event later than the Termination Date) following receipt by the Investor of written notice of such breach or failure to perform from the Company stating the Company's intention to terminate this Agreement pursuant to this Section 7.01(e) and the basis for such termination; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 7.01(e) if the Company is then in material breach of any of its representations, warranties, covenants or agreements hereunder which breach would give rise to the failure of a condition set forth in Section 6.03(a) or Section 6.03(b).

Section 7.02 Effect of Termination. In the event of the termination of this Agreement as provided in Section 7.01, written notice thereof shall be given to the other party, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void (other than Article I, this Section 7.02 and Article VIII and, if this Agreement is terminated following the Initial Closing and prior to the Second Closing, Sections 5.07 through 5.16 and Sections 5.18 through 5.21, all of which shall survive termination of this Agreement and the Confidentiality Agreement (which shall survive in accordance with its terms except as otherwise provided herein)), and there shall be no liability on the part of the Investor or the Company in connection with this Agreement, except that no such termination shall relieve any party hereto from liability for damages to another party resulting from a willful and material breach of any representation, warranty, covenant or agreement in this Agreement prior to the date of termination or from Fraud; provided that, notwithstanding any other provision set forth in this Agreement, except in the case of Fraud, neither the Investor, on the one hand, nor the Company, on the other hand, shall have any such liability in excess of the Initial Purchase Price or, if the Second Closing occurs, the Aggregate Purchase Price.

Section 7.03 Survival. All of the covenants or other agreements of the parties contained in this Agreement that by their terms are to be performed following the Closing shall survive the Closing until fully performed or fulfilled, unless and to the extent that non-compliance with such covenants or agreements is waived in writing by the party entitled to such performance. Except for the warranties and representations contained in Sections 3.01, 3.02, 3.03(a), 3.10, 3.11, 3.12, 3.13, 3.14, 4.01, 4.02 and 4.06, which shall survive until the sixth (6th) anniversary of the Initial Closing Date (or, if the Second Closing occurs, of the Second Closing Date), the representations and warranties made herein shall survive for one (1) year following the Initial Closing Date (or, if the Second Closing occurs, the Second Closing Date) and shall then expire; provided that nothing herein shall relieve any party of liability for any inaccuracy or breach of such representation or warranty to the extent that any good faith allegation of such inaccuracy or breach is made in writing prior to such expiration by a Person entitled to make such claim pursuant to the terms and conditions of this Agreement. For the avoidance of doubt, claims may be made with respect to the breach of any representation, warranty or covenant until the applicable survival period therefor as described above expires.

ARTICLE VIII

Miscellaneous

Section 8.01 Amendments; Waivers. Subject to compliance with applicable Law, this Agreement may be amended or supplemented in any and all respects only by written agreement of the parties hereto.

Section 8.02 Extension of Time, Waiver, Etc. The Company and the Investor may, subject to applicable Law and pursuant to a written instrument delivered by such party, (a) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant hereto, (b) extend the time for the performance of any of the obligations or acts of the other party contained herein or (c) waive compliance by the other party with any of the agreements contained herein applicable to such party or, except as otherwise provided herein, waive any of such party's conditions. Notwithstanding the foregoing, no failure or delay by the Company or an Investor Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.

Section 8.03 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any of the parties hereto without the prior written consent of the other party hereto; provided, however, that (a) the Investor or any Investor Party may assign its rights, interests and obligations under this Agreement, in whole or in part (including, without limitation, solely the right to purchase the Acquired Shares at the Initial Closing or Second Closing, as applicable, in accordance with Section 2.02), to one or more Permitted Transferees, or as otherwise contemplated in Section 5.08 and (b) in the event of such assignment, the assignee shall agree in writing to be bound by the provisions of this Agreement, including the rights, interests and obligations so assigned; provided that no such assignment will relieve any Investor Party of its obligations hereunder prior to the Initial Closing or Second Closing, as applicable; provided, further, that no party hereto shall assign any of its obligations hereunder with the primary intent of avoiding, circumventing or eliminating such party's obligations hereunder. Subject to the immediately preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

Section 8.04 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

Section 8.05 Entire Agreement; No Third Party Beneficiaries; No Recourse. (a) This Agreement, including the Company Disclosure Letter, together with the Confidentiality Agreement, the Registration Rights Agreement, the Equity Commitment Letter and the Series B Certificate of Designations, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties and their Affiliates, or any of them, with respect to the subject matter hereof and thereof.

(b) No provision of this Agreement shall confer upon any Person other than the parties hereto and their permitted assigns any rights or remedies hereunder, except that the Non-Recourse Parties shall be third party beneficiaries of this Section 8.05(b). This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto, including entities that become parties hereto after the date of this Agreement or that agree in writing for the benefit of the Company to be bound by the terms of this Agreement applicable to the Investor Parties, and no former, current or future equityholders, controlling persons, directors, officers, employees, general or limited partner, member, manager, advisor, agents, successors, assigns or Affiliates of any party hereto or any former, current or future equityholder, controlling person, director, officer, employee, general or limited partner, member, manager, advisor, agent successors, assigns or Affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any representations (whether written or oral) made or alleged to be made in connection herewith, and no personal liability shall attach to, be imposed upon or otherwise be incurred by the Non-Recourse Parties through the Investor or otherwise, whether by or through attempted piercing of the corporate (or partnership or limited liability company) veil, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute, regulation or applicable Law, or otherwise, except for the Company's rights against Sponsor under the Confidentiality Agreement and the Company's right under the Equity Commitment Letter in accordance with its terms. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

Section 8.06 Governing Law; Jurisdiction. (a) This Agreement and all matters, claims or Actions (whether at law, in equity, in Contract, in tort or otherwise) based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State, regardless of the laws that might otherwise govern under any applicable conflict of Laws principles.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined in the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over any Action, any state or federal court within the State of Delaware) and the parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action. The consents to jurisdiction and venue set forth in this Section 8.06 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 8.06(b) and shall not be deemed to confer rights on any Person other

than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or relating to this Agreement shall be effective if notice is given by overnight courier at the address set forth in Section 8.09 of this Agreement. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law; provided that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment.

Section 8.07 Specific Enforcement. The parties hereto agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if the parties hereto fail to take any action required of them hereunder to cause the Closing to occur. The parties acknowledge and agree that (a) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions hereof (including, for the avoidance of doubt, the right of the Company to specifically enforce the obligation of the Investor to cause the Equity Commitment (as defined in the Equity Commitment Letter) to be funded and the Purchase to be consummated on the terms and subject to the conditions set forth in this Agreement) in the courts described in Section 8.06 without proof of damages or otherwise (in each case, subject to the terms and conditions of this Section 8.07), this being in addition to any other remedy to which they are entitled under this Agreement and (b) the right of specific enforcement is an integral part of the Transactions and without that right, neither the Company nor the Investor would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and agree not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at Law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 8.07 shall not be required to provide any bond or other security in connection with any such order or injunction.

Section 8.08 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 8.08.

Section 8.09 Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

(a) If to the Company, to it at:

Coty Inc.
350 Fifth Avenue,
New York, NY 10118
Attention: Kristin Blazewicz
Email: Kristin_Blazewicz@cotyinc.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Paul T. Schnell
Sean C. Doyle
Email: paul.schnell@skadden.com
sean.doyle@skadden.com

(b) If to the Investor or any Investor Party at:

KKR Rainbow Aggregator L.P.
Maintor Panorama, 12th Floor
Neue Mainzer Str. 2-4
60311 Frankfurt
Attention: Christian Ollig
Email: christian.ollig@kkr.com

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Marni J. Lerner
Ravi Purushotham
Email: mlerner@stblaw.com
rpurushotham@stblaw.com

or such other address or email address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local

time in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 8.10 Severability. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law.

Section 8.11 Expenses. The Investor shall be entitled to receive reimbursement for all reasonable and documented out-of-pocket costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred through the Closing in connection with this Agreement and the Transactions that are invoiced to the Company promptly following the Closing Date, up to a maximum amount of $3,000,000. To the extent invoiced prior to the Closing Date, the Company shall pay such costs and expenses at the Closing. The Company shall also pay to a designee of the Investor, (i) on the Initial Closing Date, a one-time lump-sum transaction fee equal to $22,500,000 and (ii) on the Second Closing Date, a one-time lump-sum transaction fee equal to $7,500,000, in each case, for capital markets advisory and additional services provided by Kohlberg Kravis Roberts & Co. L.P. and its Affiliates in connection with the Purchase. Subject to the foregoing, and except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 8.12 Interpretation. (a) When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement unless the context requires otherwise. The terms "or", "any" and "either" are not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "will" shall be construed to have the same meaning and effect as the word "shall". The words "made available to the Investor" and words of similar import refer to documents delivered in Person or electronically to an Investor Party or its Representatives in each case no later than one (1) Business Day prior to the date of this Agreement. All accounting terms used and not defined herein shall have the respective meanings given to them under GAAP. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument

that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Unless otherwise specifically indicated, all references to "dollars" or "$" shall refer to the lawful money of the United States. References to a Person are also to its permitted assigns and successors. When calculating the period of time between which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded (and unless, otherwise required by Law, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day).

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

Section 8.13 Investor Representative. Each Investor Party hereby consents to and authorizes (a) the appointment of KKR Rainbow Aggregator L.P. as the Investor Representative hereunder (the "Investor Representative") and as the attorney-in-fact for and on behalf of such Investor Party, and (b) the taking by the Investor Representative of any and all actions and the making of any decisions required or permitted by, or with respect to, this Agreement and the Transactions, including (i) the exercise of the power to agree to execute any consents under this Agreement and (ii) to take all actions necessary in the judgment of the Investor Representative for the accomplishment of the foregoing and all of the other terms, conditions and limitations of this Agreement and the Transactions. Each Investor Party shall be bound by the actions taken by the Investor Representative exercising the rights granted to it by this Agreement, and the Company shall be entitled to rely on any such action or decision of the Investor Representative. If the Investor Representative shall resign or otherwise be unable to fulfill its responsibilities hereunder, the Investor Parties shall appoint a new Investor Representative as soon as reasonably practicable by written consent of holders of a majority of the then outstanding Series B Preferred Stock and/or shares of Common Stock that were issued upon conversion of shares of Series B Preferred Stock beneficially owned by the Investor or Investor Parties that are successors or assigns of the Investor by sending notice and a copy of the duly executed written consent appointing such new Investor Representative to the Company.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

COTY INC.

By: /s/ Pierre-André Terisse
Name: Pierre-André Terisse
Title: Chief Financial Officer

[*Signature Page to Investment Agreement*]

INVESTOR:

KKR RAINBOW AGGREGATOR L.P.

By: KKR Rainbow Aggregator GP LLC,
its general partner

By: /s/ Matthew Ross
Name: Matthew Ross
Title: Vice President

EXHIBIT A

CERTIFICATE OF DESIGNATIONS OF

SERIES B CONVERTIBLE PREFERRED STOCK,

PAR VALUE $0.01,

OF

COTY INC.

Pursuant to Section 151 of the Delaware General Corporation Law (as amended, supplemented or restated from time to time, the "DGCL"), COTY INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"), in accordance with the provisions of Section 103 of the DGCL, DOES HEREBY CERTIFY:

That, the Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Company, as filed with the Secretary of State of the State of Delaware (the "Certificate of Amendment"), authorizes the issuance of [1,387,754,370] shares of capital stock, consisting of [1,000,000,000] shares of class A common stock, par value $0.01 per share ("Class A Common Stock"), 367,754,370 shares of class B common stock, par value $0.01 per share ("Class B Common Stock" and together with the Class A Common Stock, the "Common Stock") and 20,000,000 shares of preferred stock, par value $0.01 per share ("Preferred Stock");

That, subject to the provisions of the Amended and Restated Certificate of Incorporation of the Company, as filed with the Secretary of State of the State of Delaware (as amended by the Certificate of Amendment, the "Certificate of Incorporation"), the board of directors of the Company (the "Board") is authorized to fix by resolution or resolutions the designations and the powers, including voting powers, if any, preferences and relative, participating, optional or other special rights, if any, and qualifications, limitations or restrictions thereof, of any series of Preferred Stock, and to fix the number of shares constituting any such series.

That, pursuant to the authority conferred upon the Board by the Certificate of Incorporation, the Board, on [•], 2020, adopted the following resolution designating a new series of Preferred Stock as "Series B Convertible Preferred Stock":

RESOLVED, that, pursuant to the authority vested in the Board in accordance with the provisions of Article Fourth of the Certificate of Incorporation and the provisions of Section 151 of the DGCL, a series of Preferred Stock of the Company is hereby authorized, and the number of shares to be included in such series, and voting powers, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions of the shares of Preferred Stock included in such series, shall be as follows:

SECTION 1. Designation and Number of Shares. The shares of such series of Preferred Stock shall be designated as "Series B Convertible Preferred Stock" (the "Series B Preferred Stock"). The number of authorized shares constituting the Series B Preferred Stock shall be 1,000,000. That number from time to time may be increased or decreased (but not below the number of shares of Series B Preferred Stock then outstanding) by further resolution

duly adopted by the Board, or any duly authorized committee thereof and by the filing of a certificate pursuant to the provisions of the DGCL stating that such increase or decrease, as applicable, has been so authorized. The Company shall not have the authority to issue fractional shares of Series B Preferred Stock.

SECTION 2. Ranking. The Series B Preferred Stock will rank, with respect to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company:

(a) on a parity basis with each other class or series of Capital Stock of the Company now existing or hereafter authorized, the terms of which expressly provide that such class or series ranks on a parity basis with the Series B Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (such Capital Stock, "Parity Stock");

(b) junior to each other class or series of Capital Stock of the Company now existing or hereafter authorized, the terms of which expressly provide that such class or series ranks senior to the Series B Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (such Capital Stock, "Senior Stock"); and

(c) senior to the Common Stock, Series A Preferred Stock, par value $0.01 per share, of the Company, Series A-1 Preferred Stock, par value $0.01 per share, of the Company and each other class or series of Capital Stock of the Company now existing or hereafter authorized, the terms of which do not expressly provide that such class or series ranks on a parity basis with or senior to the Series B Preferred Stock as to dividend rights and rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company (such Capital Stock, "Junior Stock").

SECTION 3. Definitions. As used herein with respect to Series B Preferred Stock:

"Accrued Dividend Record Date" has the meaning set forth in Section 4(e).

"Accrued Dividends" means, as of any date, with respect to any share of Series B Preferred Stock, all Dividends that have accrued on such share pursuant to Section 4(b), whether or not declared, but that have not, as of such date, been paid.

"Additional Make-Whole Shares" means, with respect to any share of Series B Preferred Stock, (i) the number of shares of Class A Common Stock equal to the quotient of (A) the product of (x) the Liquidation Preference with respect to such share of Series B Preferred Stock as of the Change of Control Purchase Date, multiplied by (y) 10.0%, such product divided by (B) the Conversion Price as of the Change of Control Purchase Date plus (ii) cash in lieu of fractional shares as set out in Section 11(h).

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person; provided, however, (i) that the Company and its Subsidiaries shall not be deemed to be Affiliates of any Investor Party or any of its Affiliates, (ii) portfolio companies (as such term is customarily used among institutional investors) in which any Investor Party or any of its Affiliates has an investment (whether as debt or equity) shall not be deemed an Affiliate of such Investor Party and (iii) the Excluded Sponsor Parties shall not be deemed to be Affiliates of any Investor Party, the Company or any of the Company's Subsidiaries. For this purpose, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

"Base Amount" means, with respect to any share of Series B Preferred Stock, as of any date of determination, the sum of (a) the Liquidation Preference and (b) the Base Amount Accrued Dividends with respect to such share as of such date.

"Base Amount Accrued Dividends" means, with respect to any share of Series B Preferred Stock, as of any date of determination, (a) if a Dividend Payment Date has occurred since the issuance of such share, the Accrued Dividends with respect to such share as of the Dividend Payment Date immediately preceding such date of determination (taking into account the payment of Dividends, if any, on or with respect to such Dividend Payment Date) or (b) if no Dividend Payment Date has occurred since the issuance of such share, zero.

Any Person shall be deemed to "beneficially own", to have "beneficial ownership" of, or to be "beneficially owning" any securities (which securities shall also be deemed "beneficially owned" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act; provided that any Person shall be deemed to beneficially own any securities that such Person has the right to acquire, whether or not such right is exercisable within sixty (60) days or thereafter (including assuming conversion of all Series B Preferred Stock, if any, owned by such Person to Class A Common Stock).

"Base Redemption Price" has the meaning set forth in Section 10(a)(i).

"Board" has the meaning set forth in the recitals above.

"Business Day" means any weekday that is not a day on which banking institutions in New York, New York are authorized or required by law, regulation or executive order to be closed.

"Bylaws" means the Amended and Restated Bylaws of the Company, as amended and as may be amended from time to time.

"Capital Stock" means, with respect to any Person, any and all shares of, interests in, rights to purchase, warrants to purchase, options for, participations in or other equivalents of or interests in (however designated) stock issued by such Person.

"Cash Dividend" has the meaning set forth in Section 4(c).

"Certificate of Amendment" has the meaning set forth in the recitals above.

"Certificate of Designations" means this Certificate of Designations relating to the Series B Preferred Stock, as it may be amended from time to time.

"Certificate of Incorporation" has the meaning set forth in the recitals above.

"Change of Control" means the occurrence of one of the following, whether in a single transaction or a series of transactions:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) (other than the JAB Group), directly or indirectly, of 35% or more of the total voting power of the Voting Stock of the Company, other than as a result of a transaction in which (1) the holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction are substantially the same as the holders of securities that represent a majority of the Voting Stock of the surviving Person or its Parent Entity immediately following such transaction and (2) the holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction own directly or indirectly Voting Stock of the surviving Person or its Parent Entity in substantially the same proportion to each other as immediately prior to such transaction;

(b) the merger or consolidation of the Company with or into another Person or the merger of another Person with or into the Company, or the sale, transfer or lease of all or substantially all of the assets of the Company (determined on a consolidated basis), whether in a single transaction or a series of transactions, to another Person, or any recapitalization, reclassification or other transaction in which all or substantially all of the Common Stock is exchanged for or converted into cash, securities or other property, other than a transaction following which (1) in the case of a merger or consolidation transaction, holders of securities that represented 100% of the Voting Stock of the Company immediately prior to such transaction own directly or indirectly (in substantially the same proportion to each other as immediately prior to such transaction, other than changes in proportionality as a result of any cash/stock election provided under the terms of the definitive agreement regarding such transaction) at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction immediately after such transaction, and (2) in the case of a sale, transfer or lease of all or substantially all of the assets of the Company, other than to a Subsidiary or a Person that becomes a Subsidiary of the Company;

(c) shares of Class A Common Stock or shares of any other Capital Stock into which the Series B Preferred Stock is convertible are not listed for trading on any United States national securities exchange or cease to be traded in contemplation of a de-listing (other than as a result of a transaction described in clause (b) above); or

(d) the JAB Group ceases to beneficially own at least 25% of the total Voting Power of the voting stock of the Company and the JAB Group is no longer the largest single shareholder in the Company.

"Change of Control Effective Date" has the meaning set forth in Section 9(c).

"Change of Control Purchase Date" means, with respect to each share of Series B Preferred Stock, (i) in the case of a conversion pursuant to Section 9(a)(i), the date on which the Company issues the shares of Class A Common Stock upon conversion of such share and (ii) in the case of a Change of Control Put, the date on which the Company makes the payment in full of the Change of Control Put Price for such share to the Holder thereof or to the Transfer Agent, irrevocably, for the benefit of such Holder.

"Change of Control Put" has the meaning set forth in Section 9(a).

"Change of Control Put Price" has the meaning set forth in Section 9(a).

"Class A Common Stock" has the meaning set forth in the recitals above.

"Class B Common Stock" has the meaning set forth in the recitals above.

"close of business" means 5:00 p.m. (New York City time).

"Closing Price" of the Class A Common Stock on any date of determination means the closing sale price or, if no closing sale price is reported, the last reported sale price, of the shares of the Class A Common Stock on the NYSE on such date. If the Class A Common Stock is not traded on the NYSE on any date of determination, the Closing Price of the Class A on such date of determination means the closing sale price as reported in the composite transactions for the principal United States securities exchange or automated quotation system on which the Class A Common Stock is so listed or quoted, or, if no closing sale price is reported, the last reported sale price on the principal United States securities exchange or automated quotation system on which the Class A Common Stock is so listed or quoted, or if the Class A Common Stock is not so listed or quoted on a United States securities exchange or automated quotation system, the last quoted bid price for the Class A Common Stock in the over-the-counter market as reported by OTC Markets Group Inc. or any similar organization, or, if that bid price is not available, the market price of the Class A Common Stock on that date as determined by an Independent Financial Advisor retained by the Company for such purpose.

"Common Stock" has the meaning set forth in the recitals above.

"Company" has the meaning set forth in the recitals above.

"Company Redemption Right" has the meaning set forth in Section 10(a)(i).

"Constituent Person" has the meaning set forth in Section 12(a).

"Conversion Agent" means the Transfer Agent acting in its capacity as conversion agent for the Series B Preferred Stock, and its successors and assigns.

"Conversion Date" has the meaning set forth in Section 8(a).

"Conversion Notice" has the meaning set forth in Section 8(a)(i).

"Conversion Price" means, for each share of Series B Preferred Stock, a dollar amount equal to $1,000 divided by the Conversion Rate.

"Conversion Rate" means, for each share of Series B Preferred Stock, 160.2564 shares of Class A Common Stock, subject to adjustment as set forth herein; provided that if the condition set forth in Section 6.04 of the Investment Agreement (the "Wella Condition") is not satisfied on or prior to the date set forth therein (or such later date as the Company and the Investor shall agree in accordance with the terms of the Investment Agreement, the "Step-up Date"))**,** then beginning on the next day following the Step-up Date, the Conversion Rate for each share of Series B Preferred Stock shall be 178.0627, subject to adjustment as set forth herein.

"Conversion Restriction" has the meaning set forth in Section 6(c).

"Current Market Price" per share of Class A Common Stock, as of any date of determination, means the arithmetic average of the VWAP per share of Class A Common Stock for each of the ten (10) consecutive full Trading Days ending on the Trading Day immediately preceding such day, appropriately adjusted to take into account the occurrence during such period of any event described in Section 11.

"DGCL" has the meaning set forth in the recitals above.

"Distributed Property" has the meaning set forth in Section 11(a)(iv).

"Distribution Transaction" means any distribution of equity securities of a Subsidiary of the Company to holders of Common Stock, whether by means of a spin-off, split-off, redemption, reclassification, exchange, stock dividend, share distribution, rights offering or similar transaction.

"Dividend Accrual" has the meaning set forth in Section 4(b).

"Dividend Accrual Ratio" has the meaning set forth in Section 4(c).

"Dividend Payment Date" means March 31, June 30, September 30 and December 31 of each year; provided that if any such Dividend Payment Date is not a Business Day, then the applicable Dividend shall be payable on the next Business Day immediately following such Dividend Payment Date, without any interest.

"Dividend Payment Period" means in respect of any share of Series B Preferred Stock the period from and including the Issuance Date of such share to but excluding the next Dividend Payment Date and, subsequently, in each case the period from and including any Dividend Payment Date to but excluding the next Dividend Payment Date.

"Dividend Rate" means 9.0% or, to the extent and during the period with respect to which such rate has been adjusted as provided in Section 4(d) and/or Section 9(g), such adjusted rate; provided that if the Wella Condition is not satisfied on or prior to the Step-up Date, the Dividend Rate shall mean 12.0% beginning on the next day following the Step-up Date. If the Wella Condition is satisfied on or prior to the Step-up Date, then on the seven (7) year

anniversary of the Initial Issuance Date, the Dividend Rate shall increase by 1%, and thereafter shall increase by 1% on each subsequent anniversary (provided that under no circumstances shall the Dividend Rate exceed 12.0%).

"Dividend Record Date" has the meaning set forth in Section 4(e).

"Dividends" has the meaning set forth in Section 4(a).

"Excess Amount" has the meaning set forth in Section 6(c).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Property" has the meaning set forth in Section 12(a).

"Excluded Sponsor Parties" has the meaning set forth in the Investment Agreement.

"Existing Credit Agreement" has the meaning set forth in the Investment Agreement.

"Expiration Date" has the meaning set forth in Section 11(a)(iii).

"Fair Market Value" means, with respect to any security or other property, the fair market value of such security or other property as reasonably determined in good faith by a majority of the Board, or an authorized committee thereof, (i) after consultation with an Independent Financial Advisor, as to any security or other property with a Fair Market Value of less than $50,000,000, or (ii) otherwise using an Independent Financial Advisor to provide a valuation opinion.

"Holder" means a Person in whose name the shares of the Series B Preferred Stock are registered, which Person shall be treated by the Company, Transfer Agent, Registrar, paying agent and Conversion Agent as the absolute owner of the shares of Series B Preferred Stock for the purpose of making payment and settling conversions and for all other purposes; provided that, to the fullest extent permitted by law, no Person that has received shares of Series B Preferred Stock in violation of the Investment Agreement shall be a Holder, the Transfer Agent, Registrar, paying agent and Conversion Agent, as applicable, shall not, unless directed otherwise by the Company, recognize any such Person as a Holder and the Person in whose name the shares of the Series B Preferred Stock were registered immediately prior to such transfer shall remain the Holder of such shares.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Implied Quarterly Dividend Amount" means, with respect to any share of Series B Preferred Stock, as of any date, the product of (a) the Base Amount of such share on the first day of the applicable Dividend Payment Period (or in the case of the first Dividend Payment Period for such share, as of the Issuance Date of such share) multiplied by (b) one fourth of the Dividend Rate applicable on such date.

"Independent Financial Advisor" means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing; provided, however, that such firm or consultant is not an Affiliate of the Company.

"Individual Holder Share Cap" means, with respect to any individual Holder, the maximum number of shares of Common Stock that could be issued by the Company to such Holder without triggering a change of control under NYSE Rule 312.03(d) (or its successor).

"Initial Change of Control Notice" has the meaning set forth in Section 9(b).

"Investment Agreement" means that certain Investment Agreement between the Company and the Investor dated as of May 11, 2020, as it may be amended, supplemented or otherwise modified from time to time, with respect to certain terms and conditions concerning, among other things, the rights of and restrictions on the Holders.

"Investor" has the meaning set forth in the Investment Agreement.

"Investor Designee" means an individual nominated by the Board as a "Investor Designee" for election to the Board pursuant to Section 5.10(a), Section 5.10(c) or Section 5.10(d) of the Investment Agreement.

"Investor Parties" means the Investor and each Permitted Transferee of the Investor to whom shares of Series B Preferred Stock or Class A Common Stock are transferred pursuant to Section 5.08(b)(i) of the Investment Agreement.

"Issuance Date" means, with respect to any share of Series B Preferred Stock, the date of issuance of such share.

"JAB Entities" means each of JAB Holding Company S.a.r.l and JAB Consumer Fund SCA SICAR.

"JAB Affiliates" means (i) any JAB Entity and (ii) any Person that (a) is organized by a JAB Entity or an Affiliate of a JAB Entity, and (b), directly or indirectly, is controlled by the JAB Entities, but excluding any operating portfolio companies of the foregoing.

"JAB Group" means the collective reference to the JAB Entities and their JAB Affiliates.

"Junior Stock" has the meaning set forth in Section 2(c).

"Liquidation Preference" means, with respect to any share of Series B Preferred Stock, as of any date, $1,000 per share.

"Mandatory Conversion" has the meaning set forth in Section 7(a).

"Mandatory Conversion Date" has the meaning set forth in Section 7(a).

"Mandatory Conversion Price" means 200% of the Conversion Price, as adjusted pursuant to the provisions of Section 11(a). The Mandatory Conversion Price shall initially be $12.48.

"Market Disruption Event" means any of the following events:

(a) any suspension of, or limitation imposed on, trading of the Class A Common Stock by any exchange or quotation system on which the Closing Price is determined pursuant to the definition of the term "Closing Price" (the "Relevant Exchange") during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Class A Common Stock, any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) and whether by reason of movements in price exceeding limits permitted by the Relevant Exchange as to securities generally, or otherwise relating to the Class A Common Stock or options contracts relating to the Class A Common Stock on the Relevant Exchange; or

(b) any event that disrupts or impairs (as determined by the Company in its reasonable discretion) the ability of market participants during the one-hour period prior to the close of trading for the regular trading session on the Relevant Exchange (or for purposes of determining the VWAP per share of Class A Common Stock, any period or periods aggregating one half-hour or longer during the regular trading session on the relevant day) in general to effect transactions in, or obtain market values for, the Class A Common Stock on the Relevant Exchange or to effect transactions in, or obtain market values for, options contracts relating to the Class A Common Stock on the Relevant Exchange.

"Notice of Company Redemption" has the meaning set forth in Section 10(a)(ii).

"Notice of Mandatory Conversion" has the meaning set forth in Section 7(b).

"NYSE" means the New York Stock Exchange.

"Officer's Certificate" means a certificate signed by the Chief Executive Officer, the Chief Financial Officer or the Secretary of the Company.

"Original Issuance Date" means the Closing Date, as defined in the Investment Agreement.

"Parent Entity" means, with respect to any Person, any other Person of which such first Person is a direct or indirect wholly owned Subsidiary.

"Parity Stock" has the meaning set forth in Section 2(a).

"Permitted Transferee" has the meaning set forth in the Investment Agreement.

"Person" means any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or any other entity.

"Preferred Stock" has the meaning set forth in the recitals above.

"Record Date" means, with respect to any dividend, distribution or other transaction or event in which holders of Common Stock have the right to receive any cash, securities or other property or in which Common Stock is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of Common Stock entitled to receive such cash, securities or other property (whether such date is fixed by the Board or by statute, contract or otherwise).

"Redemption Date" means, with respect to each share of Series B Preferred Stock, the date on which the Company makes the payment in full of the Redemption Price for each such share either to the Holder of such share or to the Transfer Agent, irrevocably, for the benefit of such Holder.

"Redemption Price" has the meaning set forth in Section 10(a)(i).

"Registrar" means the Transfer Agent acting in its capacity as registrar for the Series B Preferred Stock, and its successors and assigns.

"Relevant Exchange" has the meaning set forth in the definition of the term "Market Disruption Event".

"Reorganization Event" has the meaning set forth in Section 12(a).

"Required Number of Shares" has the meaning set forth in Section 9(g).

"Second Fall-Away of Investor Board Rights" has the meaning set forth in the Investment Agreement.

"Senior Stock" has the meaning set forth in Section 2(b).

"Series B Preferred Stock" has the meaning set forth in Section 1.

"Stockholder Approval" means all approvals, if any, of the shareholders of the Company required in compliance with NYSE Rule 312.03(d) (or its successor).

"Subsidiary", when used with respect to any Person, means any corporation, limited liability company, partnership, association, trust or other entity of which (i) securities or other ownership interests representing more than 50% of the ordinary voting power (or, in the case of a partnership, more than 50% of the general partnership interests) or (ii) sufficient voting rights to elect at least a majority of the board of directors or other governing body are, as of such date, owned by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Trading Day" means a Business Day on which the Relevant Exchange is scheduled to be open for business and on which there has not occurred a Market Disruption Event.

"Trading Period" has the meaning set forth in Section 7(a).

"Transfer Agent" means the Person acting as Transfer Agent, Registrar and paying agent and Conversion Agent for the Series B Preferred Stock, and its successors and assigns. The Transfer Agent initially shall be Computershare Trust Company, N.A.

"Trigger Event" has the meaning set forth in Section 11(a)(vii).

"Voting Stock" means (i) with respect to the Company, the Common Stock, the Series B Preferred Stock (subject to the limitations set forth herein) and any other Capital Stock of the Company having the right to vote generally in any election of directors of the Board and (ii) with respect to any other Person, all Capital Stock of such Person having the right to vote generally in any election of directors of the board of directors of such Person or other similar governing body.

"VWAP" per share of Class A Common Stock on any Trading Day means the per share volume-weighted average price as displayed under the heading Bloomberg VWAP on Bloomberg (or, if Bloomberg ceases to publish such price, any successor service reasonably chosen by the Company) page "COTY<equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the open of trading on the relevant Trading Day until the close of trading on such Trading Day (or if such volume-weighted average price is unavailable, the market price of one share of Class A Common Stock on such Trading Day determined, using a volume-weighted average method, by an Independent Financial Advisor retained for such purpose by the Company).

SECTION 4. Dividends. (a) Holders shall be entitled to receive dividends of the type and in the amount determined as set forth in this Section 4 (such dividends, "Dividends").

(b) Accrual of Dividends. Dividends on each share of Series B Preferred Stock (i) shall accrue on a daily basis from and including the Issuance Date of such share, whether or not declared and whether or not the Company has assets legally available to make payment thereof, at a rate equal to the Dividend Rate as further specified below and (ii) shall be payable quarterly in arrears, if, as and when authorized by the Board, or any duly authorized committee thereof, and declared by the Company, to the extent not prohibited by law, on each Dividend Payment Date, commencing on the first Dividend Payment Date following the Issuance Date of such share. The amount of Dividends accruing with respect to any share of Series B Preferred Stock for any day shall be determined by dividing (x) the Implied Quarterly Dividend Amount as of such day by (y) the actual number of days in the Dividend Payment Period in which such day falls; provided that if during any Dividend Payment Period any Accrued Dividends in respect of one or more prior Dividend Payment Periods are paid, then after the date of such payment the amount of Dividends accruing with respect to any share of Series B Preferred Stock for any day shall be determined by dividing (x) the Implied Quarterly Dividend Amount (recalculated to take into account such payment of Accrued Dividends) by (y) the actual number of days in such

Dividend Payment Period. The amount of Dividends payable with respect to any share of Series B Preferred Stock for any Dividend Payment Period shall equal the sum of the daily Dividend amounts accrued in accordance with the prior sentence of this Section 4(b) with respect to such share during such Dividend Payment Period. For the avoidance of doubt, for any share of Series B Preferred Stock with an Issuance Date that is not a Dividend Payment Date, the amount of Dividends payable with respect to the initial Dividend Payment Period for such share shall equal the product of (A) the daily accrual determined as specified in the prior sentence, assuming a full Dividend Payment Period in accordance with the definition of such term, and (B) the number of days from and including such Issuance Date to but excluding the next Dividend Payment Date.

(c) Payment of Dividend. With respect to any Dividend Payment Date, the Company will pay or accrue, to the extent permitted by applicable law, in its sole discretion, Dividends on each share of Series B Preferred Stock (i) in cash (any Dividend or portion of a Dividend paid in cash, a "Cash Dividend"), if, as and when authorized by the Board, or any duly authorized committee thereof, and declared by the Company, (ii) by increasing the amount of Accrued Dividends with respect to such share (such increase described in this clause (ii) a "Dividend Accrual") or (iii) through a combination of either of the foregoing; provided that (A) Cash Dividend payments shall be aggregated per Holder and shall be made to the nearest cent (with $.005 being rounded upward), and (B) with respect to any Dividend Payment Date where the Company elects a combination of a Dividend Accrual and a payment of a Cash Dividend, the proportion of any Dividend paid with respect to any Holder that consists of a Dividend Accrual (the "Dividend Accrual Ratio") shall be the same as the Dividend Accrual Ratio with respect to each Dividend paid to each other Holder that is entitled to a Dividend or Dividend Accrual on such Dividend Payment Date. Accrued Dividends in respect of any prior Dividend Payment Periods may be paid on any date (whether or not such date is a Dividend Payment Date) if, as and when authorized by the Board, or any duly authorized committee thereof as declared by the Company; provided that the Company may not pay in cash any Accrued Dividends after a Conversion Notice has been delivered to the Conversion Agent hereunder.

(d) Arrearages. If the Company fails to declare and pay a full Dividend on the Series B Preferred Stock on any Dividend Payment Date, then any Dividends otherwise payable on such Dividend Payment Date on the Series B Preferred Stock shall continue to accrue and cumulate at annual rate equal to then applicable Dividend Rate plus 1%, until such failure is cured, payable quarterly in arrears on each Dividend Payment Date, for the period from and including the first Dividend Payment Date (or the Issuance Date, as applicable) upon which the Company fails to pay a full Dividend on the Series B Preferred Stock through but not including the latest of the day upon which the Company pays in accordance with Section 4(c) all Dividends on the Series B Preferred Stock that are then in arrears. Dividends shall accumulate from the most recent date through which Dividends shall have been paid, or, if no Dividends have been paid, from the Issuance Date.

(e) Record Date. The record date for payment of Dividends that are declared and paid on any relevant Dividend Payment Date will be the close of business on the fifteenth (15th) day of the calendar month which contains the relevant Dividend Payment Date (each, a "Dividend Record Date"), and the record date for payment of any Accrued Dividends that were not declared and paid on any relevant Dividend Payment Date will be the close of business on the date that is established by the Board, or a duly authorized committee thereof, as such, which

will not be more than forty-five (45) days prior to the date on which such Dividends are paid (each, an "Accrued Dividend Record Date"), in each case whether or not such day is a Business Day.

(f) Priority of Dividends. So long as any shares of Series B Preferred Stock remain outstanding, following March 31, 2021, unless full Dividends on all outstanding shares of Series B Preferred Stock that have accrued from and including March 31, 2021 have been declared and paid in cash, or have been or contemporaneously are declared and a sum sufficient for the payment of those Dividends has been or is set aside for the benefit of the Holders, the Company may not declare any cash dividend on, or make any cash distributions relating to, Junior Stock or Parity Stock, or redeem, purchase, acquire (either directly or through any Subsidiary) or make a liquidation payment relating to, any Junior Stock or Parity Stock, other than:

(i) purchases, redemptions or other acquisitions of shares of Junior Stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of current or former employees, officers, directors or consultants;

(ii) purchases of Junior Stock through the use of the proceeds of a substantially contemporaneous sale of other shares of Junior Stock;

(iii) as a result of an exchange or conversion of any class or series of Parity Stock or Junior Stock for any other class or series of Parity Stock (in the case of Parity Stock) or Junior Stock (in the case of Parity Stock or Junior Stock);

(iv) purchases of fractional interests in shares of Parity Stock or Junior Stock pursuant to the conversion or exchange provisions of such Parity Stock or Junior Stock or the security being converted or exchanged;

(v) payment of any dividends in respect of Junior Stock where the dividend is in the form of the same stock or rights to purchase the same stock as that on which the dividend is being paid;

(vi) distributions of Junior Stock or rights to purchase Junior Stock; or

(vii) any dividend in connection with the implementation of a shareholders' rights or similar plan, or the redemption or repurchase of any rights under any such plan.

Notwithstanding the foregoing, for so long as any shares of Series B Preferred Stock remain outstanding, if dividends are not declared and paid in full upon the shares of Series B Preferred Stock and any Parity Stock, all dividends declared upon shares of Series B Preferred Stock and any Parity Stock will be declared on a proportional basis so that the amount of dividends declared per share will bear to each other the same ratio that all accrued and unpaid dividends as of the end of the most recent Dividend Payment Period per share of Series B Preferred Stock and accrued and unpaid dividends as of the end of the most recent dividend period per share of any Parity Stock bear to each other.

Subject to the provisions of this Section 4, dividends may be authorized by the Board, or any duly authorized committee thereof, and declared and paid by the Company, or any duly authorized committee thereof, on any Junior Stock and Parity Stock from time to time and the Holders will not be entitled to participate in those dividends (other than pursuant to the adjustments otherwise provided under Section 11(a) or Section 12(a), as applicable).

(g) Conversion Following a Record Date. If the Conversion Date for any shares of Series B Preferred Stock is prior to the close of business on a Dividend Record Date or an Accrued Dividend Record Date, the Holder of such shares will not be entitled to any dividend in respect of such Dividend Record Date or Accrued Dividend Record Date, as applicable, other than through the inclusion of Accrued Dividends as of the Conversion Date in the calculation under Section 6(a) or Section 7(a), as applicable. If the Conversion Date for any shares of Series B Preferred Stock is after the close of business on a Dividend Record Date or an Accrued Dividend Record Date but prior to the corresponding payment date for such dividend, the Holder of such shares as of such Dividend Record Date or Accrued Dividend Record Date, as applicable, shall be entitled to receive such dividend, notwithstanding the conversion of such shares prior to the applicable Dividend Payment Date; provided that the amount of such Dividend shall not be included for the purpose of determining the amount of Accrued Dividends under Section 6(a) or Section 7(a), as applicable, with respect to such Conversion Date.

SECTION 5. Liquidation Rights. (a) Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, the Holders shall be entitled, out of assets legally available therefor, before any distribution or payment out of the assets of the Company may be made to or set aside for the holders of any Junior Stock, and subject to the rights of the holders of any Senior Stock or Parity Stock and the rights of the Company's existing and future creditors, to receive in full a liquidating distribution in cash and in the amount per share of Series B Preferred Stock equal to the greater of (i) the sum of (A) the Liquidation Preference plus (B) the Accrued Dividends with respect to such share of Series B Preferred Stock as of the date of such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company and (ii) the amount such Holders would have received had such Holders, immediately prior to such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, converted such shares of Series B Preferred Stock into Class A Common Stock (pursuant to Section 6 without regard to any of the limitations on convertibility contained therein). Holders shall not be entitled to any further payments in the event of any such voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company other than what is expressly provided for in this Section 5 and will have no right or claim to any of the Company's remaining assets.

(b) Partial Payment. If in connection with any distribution described in Section 5(a) above, the assets of the Company or proceeds therefrom are not sufficient to pay in full the aggregate liquidating distributions required to be paid pursuant to Section 5(a) to all Holders and the liquidating distributions payable to all holders of any Parity Stock, the amounts distributed to the Holders and to the holders of all such Parity Stock shall be paid pro rata in accordance with the respective aggregate liquidating distributions to which they would otherwise be entitled if all amounts payable thereon were paid in full.

(c) Merger, Consolidation and Sale of Assets Not Liquidation. For purposes of this Section 5, the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property and assets of the Company shall not be deemed a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company, nor shall the merger, consolidation, statutory exchange or any other business combination transaction of the Company into or with any other Person or the merger, consolidation, statutory exchange or any other business combination transaction of any other Person into or with the Company be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company.

SECTION 6. Right of the Holders to Convert.

(a) Each Holder shall have the right, at such Holder's option, subject to the conversion procedures set forth in Section 8, to convert each share of such Holder's Series B Preferred Stock at any time into (i) the number of shares of Class A Common Stock equal to the quotient of (A) the sum of the Liquidation Preference and the Accrued Dividends with respect to such share of Series B Preferred Stock as of the applicable Conversion Date divided by (B) the Conversion Price as of the applicable Conversion Date plus (ii) cash in lieu of fractional shares as set out in Section 11(h); provided that no such conversion shall be permitted until the expiration or early termination of the applicable waiting period under the HSR Act with respect to any conversion of the Series B Preferred Stock. The right of conversion may be exercised as to all or any portion of such Holder's Series B Preferred Stock from time to time; provided that, in each case, no right of conversion may be exercised by a Holder in respect of fewer than 1,000 shares of Series B Preferred Stock (unless such conversion relates to all shares of Series B Preferred Stock held by such Holder).

(b) The Company shall at all times reserve and keep available out of its authorized and unissued Class A Common Stock, solely for issuance upon the conversion of the Series B Preferred Stock, such number of shares of Class A Common Stock as shall from time to time be issuable upon the conversion of all the shares of Series B Preferred Stock then outstanding. Any shares of Class A Common Stock issued upon conversion of Series B Preferred Stock shall be duly authorized, validly issued, fully paid and nonassessable.

(c) Notwithstanding the foregoing or anything else in this Certificate of Designations to the contrary, unless and until the Stockholder Approval (to the extent required under the listing rules of the NYSE) is obtained, no Holder shall have the right to acquire shares of Class A Common Stock, and the Company shall not be required to issue shares of Class A Common Stock to such Holder, in excess of such Holder's Individual Holder Share Cap (the "Conversion Restriction"), and the Company shall either obtain Stockholder Approval of such issuance or deliver, in lieu of any shares of Class A Common Stock otherwise deliverable upon conversion in excess of the Conversion Restriction, an amount of cash per share equal to the VWAP per share of Class A Common Stock on the Trading Day immediately preceding the Conversion Date (such cash amount, the "Excess Amount").

SECTION 7. Mandatory Conversion by the Company. (a) So long as an effective Shelf Registration Statement (as defined in the Registration Rights Agreement) is in effect, at any time after the three (3) year anniversary of the Original Issuance Date, if the

VWAP per share of Class A Common Stock was greater than the Mandatory Conversion Price for at least twenty (20) Trading Days in any period of thirty (30) consecutive Trading Days (such thirty (30) consecutive Trading Day period, the "Trading Period"), the Company may elect to convert (a "Mandatory Conversion") all or any portion of the outstanding shares of Series B Preferred Stock into shares of Class A Common Stock (the date selected by the Company for any Mandatory Conversion pursuant to this Section 7(a), the "Mandatory Conversion Date"). In the case of a Mandatory Conversion, each share of Series B Preferred Stock then outstanding shall be converted into (i) the number of shares of Class A Common Stock equal to the quotient of (A) the sum of the Liquidation Preference and the Accrued Dividends with respect to such share of Series B Preferred Stock as of the Mandatory Conversion Date divided by (B) the Conversion Price of such share in effect as of the Mandatory Conversion Date plus (ii) cash in lieu of fractional shares as set out in Section 11(h); provided that, if as a result of the Conversion Restriction, all shares of Series B Preferred Stock may not be converted into Class A Common Stock at such time, either obtain Stockholder Approval of such issuances or deliver the maximum number of shares of Class A Common Stock that may be issued upon conversion of the Series B Preferred Stock at such time, together with an amount of cash equal to the Excess Amount in lieu of any such shares of Class A Common Stock otherwise deliverable upon a Mandatory Conversion in excess of the Conversion Restrictions.

(b) Notice of Mandatory Conversion. If the Company elects to effect a Mandatory Conversion, the Company shall, within ten (10) Business Days following the completion of the applicable thirty (30) day Trading Period referred to in Section 7(a) above, provide notice of the Mandatory Conversion to each Holder (such notice, a "Notice of Mandatory Conversion"). For the avoidance of doubt, a Notice of Mandatory Conversion does not limit a Holder's right to convert on a Conversion Date prior to the Mandatory Conversion Date. The Mandatory Conversion Date selected by the Company shall be no less than ten (10) Business Days and no more than twenty (20) Business Days after the date on which the Company provides the Notice of Mandatory Conversion to the Holders. The Notice of Mandatory Conversion shall state, as appropriate:

(i) the Mandatory Conversion Date selected by the Company; and

(ii) the Conversion Rate as in effect on the Mandatory Conversion Date, the number of shares Series B Preferred Stock to be converted from such Holder, the number of shares of Class A Common Stock to be issued to such Holder upon conversion of each such share of Series B Preferred Stock and, if applicable, the amount of Accrued Dividends as of the Mandatory Conversion Date.

(c) Partial Mandatory Conversion. In the event that the Mandatory Conversion is exercised with respect to shares of Series B Preferred Stock representing less than all the shares of Series B Preferred Stock outstanding at such time, the shares to be converted shall be converted by the Company on a pro rata basis based on the then-outstanding shares of Series B Preferred Stock. If fewer than all the shares of Series B Preferred Stock represented by any certificate are converted, new certificates shall be issued representing the shares of Series B Preferred Stock that remain outstanding without charge to the Holder thereof, to the extent applicable.

SECTION 8. Conversion Procedures and Effect of Conversion. (a) Conversion Procedure. A Holder must do each of the following in order to convert shares of Series B Preferred Stock pursuant to this Section 8(a):

(i) in the case of a conversion pursuant to Section 6(a), complete and manually sign the conversion notice provided by the Conversion Agent (the "Conversion Notice"), and deliver such notice to the Conversion Agent; provided that a Conversion Notice may be conditional on the completion of a Change of Control or other corporate transaction;

(ii) deliver to the Conversion Agent the certificate or certificates (if any) representing the shares of Series B Preferred Stock to be converted;

(iii) if required, furnish appropriate endorsements and transfer documents; and

(iv) if required, pay any stock transfer, documentary, stamp or similar taxes not payable by the Company pursuant to Section 21.

The "Conversion Date" means (A) with respect to conversion of any shares of Series B Preferred Stock at the option of any Holder pursuant to Section 6(a), the date on which such Holder complies with the procedures in this Section 8(a) (including the satisfaction of any conditions to conversion set forth in the Conversion Notice) and (B) with respect to Mandatory Conversion pursuant to Section 7(a), the Mandatory Conversion Date.

(b) Effect of Conversion. Effective immediately prior to the close of business on the Conversion Date applicable to any shares of Series B Preferred Stock, Dividends shall no longer accrue or be declared on any such shares of Series B Preferred Stock, and such shares of Series B Preferred Stock shall cease to be outstanding.

(c) Record Holder of Underlying Securities as of Conversion Date. The Person or Persons entitled to receive the Class A Common Stock and, to the extent applicable, cash, securities or other property issuable upon conversion of Series B Preferred Stock on a Conversion Date shall be treated for all purposes as the record holder(s) of such shares of Class A Common Stock and/or cash, securities or other property as of the close of business on such Conversion Date. As promptly as practicable on or after the Conversion Date and, if applicable, compliance by the applicable Holder with the relevant procedures contained in Section 8(a) (and in any event no later than three (3) Trading Days thereafter; provided however that, if a written notice from the Holder in accordance with Section 8(a)(i) specifies a date of delivery for any shares of Class A Common Stock, such shares shall be delivered on the date so specified, which shall be no earlier than the second (2nd) Business Day immediately following the date of such notice and no later than the seventh (7th) Business Day thereafter), the Company shall issue the number of whole shares of Class A Common Stock issuable upon conversion (and deliver payment of cash in lieu of fractional shares as set out in Section 11(h) and any Excess Amount) and, to the extent applicable, any cash, securities or other property issuable thereon. Such delivery of shares of Class A Common Stock, securities or other property shall be made by book-entry or, at the request of the Holder, by delivering a notice to the Conversion Agent, through the facilities of The Depositary Trust Company or in certificated form. Any such certificate or certificates shall be delivered by the Company to the appropriate Holder on a book-entry basis,

through the facilities of The Depositary Trust Company, or by mailing certificates evidencing the shares to the Holders, in each case at their respective addresses as set forth in the Conversion Notice (in the case of a conversion pursuant to Section 6(a)) or in the records of the Company or as set forth in a notice from the Holder to the Conversion Agent, as applicable (in the case of a Mandatory Conversion). In the event that a Holder shall not by written notice designate the name in which shares of Class A Common Stock (and payments of cash in lieu of fractional shares) and, to the extent applicable, cash, securities or other property to be delivered upon conversion of shares of Series B Preferred Stock should be registered or paid, or the manner in which such shares, cash, securities or other property should be delivered, the Company shall be entitled to register and deliver such shares, securities or other property, and make such payment, in the name of the Holder and in the manner shown on the records of the Company.

(d) Status of Converted or Reacquired Shares. Shares of Series B Preferred Stock converted in accordance with this Certificate of Designations, or otherwise acquired by the Company in any manner whatsoever, shall be retired promptly after the conversion or acquisition thereof. All such shares shall, upon their retirement and any filing required by the DGCL, become authorized but unissued shares of Preferred Stock, without designation as to series until such shares are once more designated as part of a particular series by the Board pursuant to the provisions of the Certificate of Incorporation.

(e) Partial Conversion. In case any certificate for shares of Series B Preferred Stock shall be surrendered for partial conversion, the Company shall, at its expense, execute and deliver to or upon the written order of the Holder of the certificate so surrendered a new certificate for the shares of Series B Preferred Stock not converted.

SECTION 9. Change of Control. (a) Holder Rights Upon Change of Control. Upon the occurrence of a Change of Control, each Holder of outstanding shares of Series B Preferred Stock may, at such Holder's election, (i) effective as of immediately prior to the Change of Control, convert all or a portion of its shares of Series B Preferred Stock pursuant to Section 6(a); provided, that, if the Change of Control Effective Date occurs at any time prior to the fifth (5^{th}) anniversary of the Original Issuance Date and a Holder elects to convert all or a portion of its shares of Series B Preferred Stock in accordance with this Section 9(a)(i), in addition to the number of shares of Class A Common Stock issued upon conversion of such Series B Preferred Stock pursuant to Section 6(a), the Company shall issue such holder of Series B Preferred Stock a number of shares of Class A Common Stock equal to the Additional Make-Whole Shares, or (ii) require the Company to purchase (a "Change of Control Put") all or a portion of such Holder's shares of Series B Preferred Stock that have not been so converted at a purchase price per share of Series B Preferred Stock, payable in cash, equal to the (A) if the Change of Control Effective Date occurs at any time prior to the fifth (5^{th}) anniversary of the Original Issuance Date, the product of 110% multiplied by the sum of (x) the Liquidation Preference of such share of Series B Preferred Stock, plus (y) the Accrued Dividends in respect of such share of Series B Preferred Stock as of the applicable Change of Control Purchase Date and (B) if the Change of Control Effective Date occurs on or after the fifth (5^{th}) anniversary of the Original Issuance Date, 100%, multiplied by the Redemption Price, as of the applicable Change of Control Purchase Date (the "Change of Control Put Price"); provided that the Company shall only be required to pay the Change of Control Put Price to the extent such purchase can be made out of funds legally available therefor in accordance with Section 9(g) and

in conformity with the terms the Existing Credit Agreement as set forth in Section 9(j). For clarity, any shares of Series B Preferred Stock that a Holder does not convert as set forth in clause (i) above or subject to the Change of Control Put as set forth in clause (ii) above shall remain outstanding.

(b) Initial Change of Control Notice. On or before the twentieth (20th) Business Day prior to the date on which the Company anticipates consummating a Change of Control (or, if later, promptly after the Company discovers that a Change of Control may occur), a written notice (the "Initial Change of Control Notice") shall be sent by or on behalf of the Company to the Holders as they appear in the records of the Company, which notice shall contain (i) the date on which the Change of Control is anticipated to be effected (or, if applicable, the date on which a Schedule TO or other schedule, form or report disclosing a Change of Control was filed), (ii) a description of the material terms and conditions of the Change of Control and (iii) the then applicable Conversion Rate. No later than ten (10) Business Days prior to the date on which the Company anticipates consummating the Change of Control as set forth in the Initial Change of Control Notice (or, if the Change of Control has already occurred as provided in the Initial Change of Control Notice, promptly, but no later than the tenth (10th) Business Day following receipt thereof), any Holder that desires to exercise its rights pursuant to Section 9(a) shall notify the Company in writing thereof and shall specify (x) whether such Holder is electing to exercise its rights pursuant to Section 9(a)(i), (ii) or both, and (y) the number of shares of Series B Preferred Stock subject thereto.

(c) Final Change of Control Put Notice. If a Holder elects to exercise its rights pursuant to Section 9(a)(ii), within two (2) days following the effective date of the Change of Control (the "Change of Control Effective Date") (or if the Company discovers later than such date that a Change of Control has occurred, promptly following the date of such discovery), a final written notice shall be sent by or on behalf of the Company to the Holders as they appear in the records of the Company on such Change of Control Effective Date, which notice shall contain:

(i) a statement setting forth in reasonable detail the calculation of the Change of Control Put Price with respect to such Holder;

(ii) the Change of Control Purchase Date, which shall be no later than 60 days after such notice is sent; provided, that a reasonable amount of time shall be provided between delivery of such notice and the Change of Control Purchase Date to allow such Holder to comply with the instructions delivered pursuant to Section 9(c)(iii) below; and

(iii) the instructions a Holder must follow to receive the Change of Control Put Price in connection with such Change of Control.

(d) Change of Control Put Procedure. To receive the Change of Control Put Price, a Holder must surrender to the Transfer Agent in accordance with the instructions delivered pursuant to Section 9(c)(iii), the certificates representing the shares of Series B Preferred Stock to be repurchased by the Company or lost stock affidavits therefor, to the extent applicable.

(e) Delivery upon Change of Control Put. Upon a Change of Control Put, subject to Section 9(g) and Section 9(j) below, the Company (or its successor) shall deliver or cause to be delivered to the Holder by wire transfer of immediately available funds, the Change of Control Put Price for such Holder's shares of Series B Preferred Stock.

(f) Treatment of Shares. Until a share of Series B Preferred Stock is purchased by the payment or deposit in full of the applicable Change of Control Put Price as provided in Section 9(i), such share of Series B Preferred Stock will remain outstanding and will be entitled to all of the powers, designations, preferences and other rights provided herein; provided that no such shares of Series B Preferred Stock may be converted into shares of Class A Common Stock following the Change of Control Effective Date.

(g) Sufficient Funds. If the Company shall not have sufficient funds legally available under the DGCL to purchase all shares of Series B Preferred Stock that Holders have requested to be purchased under Section 9(a) (the "Required Number of Shares"), the Company shall (i) purchase, pro rata among the Holders that have requested their shares be purchased pursuant to Section 9(a), a number of shares of Series B Preferred Stock with an aggregate Change of Control Put Price equal to the amount legally available for the purchase of shares of Series B Preferred Stock under the DGCL and (ii) purchase any shares of Series B Preferred Stock not purchased because of the foregoing limitations at the applicable Change of Control Put Price as soon as practicable after the Company is able to make such purchase out of assets legally available for the purchase of such share of Series B Preferred Stock. The inability of the Company (or its successor) to make a purchase payment for any reason shall not relieve the Company (or its successor) from its obligation to effect any required purchase when, as and if permitted by applicable law. If the Company fails to pay the Change of Control Put Price in full when due in accordance with this Section 9 in respect of some or all of the shares or Series B Preferred Stock to be repurchased pursuant to the Change of Control Put, the Company will pay Dividends on such shares not repurchased at the then applicable Dividend Rate per annum until such shares are repurchased, payable quarterly in arrears on each Dividend Payment Date, for the period from and including the first Dividend Payment Date (or the Issuance Date, as applicable) upon which the Company fails to pay the Change of Control Put Price in full when due in accordance with this Section 9 through but not including the latest of the day upon which the Company pays the Change of Control Put Price in full in accordance with this Section 9. Notwithstanding the foregoing, in the event a Holder exercises a Change of Control Put pursuant to this Section 9 at a time when the Company is restricted or prohibited (contractually or otherwise) from redeeming some or all of the Series B Preferred Stock subject to the Change of Control Put, the Company will use its commercially reasonable efforts to obtain the requisite consents to remove or obtain an exception or waiver to such restrictions or prohibition. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to comply with its obligations under this Section 9.

(h) Change of Control Agreements. The Company shall not enter into any agreement for a transaction constituting a Change of Control unless (i) such agreement provides for or does not interfere with or prevent (as applicable) the exercise by the Holders of their Change of Control Put in a manner that is consistent with and gives effect to this Section 9, and (ii) the acquiring or surviving Person in such Change of Control represents or covenants, in form

and substance reasonably satisfactory to the Board acting in good faith, that at the closing of such Change of Control that such Person shall have sufficient funds (which may include, without limitation, cash and cash equivalents on the Company's balance sheet, the proceeds of any debt or equity financing, available lines of credit or uncalled capital commitments) to consummate such Change of Control and the payment of the Change of Control Put Price in respect of shares of Series B Preferred Stock that have not been converted into Class A Common Stock prior to the Change of Control Effective Date pursuant to Section 6, Section 7 or this Section 9, as applicable.

(i) With respect to any share of Series B Preferred Stock to be purchased by the Company pursuant to the Change of Control Put and which has been purchased in accordance with the provisions of this Section 9, or for which the Company has irrevocably deposited an amount equal to the Change of Control Put Price in respect of such share with the Transfer Agent, (i) Dividends shall cease to accrue on such share, (ii) such share shall no longer be deemed outstanding and (iii) all rights with respect to such share shall cease and terminate other than the rights of the Holder thereof to receive the Change of Control Put Price therefor.

(j) Treatment of Existing Credit Agreement. Notwithstanding anything in this Certificate of Designations to the contrary but subject to the terms set forth herein, the Company shall not pay, and shall not be required to pay, any Change of Control Put Price unless the Loan Obligations (as defined in the Existing Credit Agreement) thereunder are fully satisfied prior to or simultaneously with such payment of the Change of Control Put Price.

SECTION 10. Redemption. (a) Redemption at the Option of the Company.

(i) At any time on or after the five (5)-year anniversary of the Original Issuance Date, the Company shall have the right (the "Company Redemption Right") to redeem, in whole or, from time to time in part, the shares of Series B Preferred Stock of any Holder outstanding at such time at a redemption price equal to (A) the sum of (x) the Liquidation Preference of the shares of Series B Preferred Stock to be redeemed plus (y) the Accrued Dividends with respect to such shares of Series B Preferred Stock as of the applicable Redemption Date (such price, the "Base Redemption Price"), multiplied by (B) (1) if the Redemption Date occurs at any time on or after the fifth (5th) anniversary of the Original Issuance Date and prior to the sixth (6th) anniversary of the Original Issuance Date, 107%, (2) if the Redemption Date occurs at any time on or after the sixth (6th) anniversary of the Original Issuance Date and prior to the seventh (7th) anniversary of the Original Issuance Date, 105%, or (3) if the Redemption Date occurs at any time on or after the seventh (7th) anniversary of the Original Issuance Date, 100% (such price, the "Redemption Price"). Notwithstanding the foregoing, the Company will not exercise the Company Redemption Right, or otherwise send a Notice of Company Redemption in respect of the redemption of, any Series B Preferred Stock pursuant to this Section 10 unless the Company has sufficient funds legally available to fully pay the Redemption Price in respect of all shares of Series B Preferred Stock called for redemption. The Redemption Price shall be payable in cash. If fewer than all of the shares of Series B Preferred Stock then outstanding are to be redeemed pursuant to this Section 10(a), then such redemption shall occur on a *pro rata* basis with respect to all Holders based on the total number of shares of Series B Preferred Stock then held by such Holder relative to the total number of shares of Series B Preferred Stock then outstanding.

(ii) To exercise the Company Redemption Right pursuant to this Section 10(a), the Company shall deliver written notice thereof (a "Notice of Company Redemption") to the Holders and the Transfer Agent at least ten (10) days prior to the Redemption Date designated therein for such redemption. The Notice of Company Redemption shall contain instructions whereby Holders will surrender to the Transfer Agent all shares of Series B Preferred Stock specified in the Notice of Company Redemption to be redeemed by the Company. The Company shall deliver or cause to be delivered to each Holder that has complied with the instructions set forth in such Notice of Company Redemption, cash by wire transfer in an amount equal to the Redemption Price of the shares of Series B Preferred Stock in respect of which such Holder has complied with such instructions in accordance herewith.

(b) Effect of Redemption. With respect to any share of Series B Preferred Stock specified to be redeemed by the Company pursuant to the Company Redemption Right and which has been redeemed in accordance with the provisions of this Section 10, or for which the Company has irrevocably deposited an amount equal to the Redemption Price in respect of such share with the Transfer Agent, then (i) Dividends shall cease to accrue on such share, (ii) such share shall no longer be deemed outstanding and (iii) all rights with respect to such share shall cease and terminate.

(c) Partial Redemption. In the event that the Company Redemption Right is exercised with respect to shares of Series B Preferred Stock representing less than all the shares of Series B Preferred Stock held by a Holder, upon such redemption, the Company shall execute and the Transfer Agent shall countersign and deliver to such Holder, at the expense of the Company, a certificate representing the shares of Series B Preferred Stock held by the Holder as to which a Company Redemption Right was not exercised (or book-entry interests representing such shares).

SECTION 11. Anti-Dilution Adjustments. (a) Adjustments. The Conversion Rate will be subject to adjustment, without duplication, upon the occurrence of the following events, except that the Company shall not make any adjustment to the Conversion Rate if Holders of the Series B Preferred Stock participate, at the same time and upon the same terms as holders of Class A Common Stock and solely as a result of holding shares of Series B Preferred Stock, in any transaction described in this Section 11(a), without having to convert their Series B Preferred Stock, as if they held a number of shares of Class A Common Stock equal to the Conversion Rate multiplied by the number of shares of Series B Preferred Stock held by such Holders:

(i) The issuance of Common Stock as a dividend or distribution to all or substantially all holders of Common Stock, or a subdivision or combination of Common Stock or a reclassification of Common Stock into a greater or lesser number of shares of Common Stock, in which event the Conversion Rate shall be adjusted based on the following formula:

$CR_1 = CR_0 \times (OS_1 / OS_0)$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on (i) the Record Date for such dividend or distribution, or (ii) the effective date of such subdivision, combination or reclassification

CR_1 = the new Conversion Rate in effect immediately after the close of business on (i) the Record Date for such dividend or distribution, or (ii) the effective date of such subdivision, combination or reclassification

OS_0 = the number of shares of Common Stock outstanding immediately prior to the close of business on (i) the Record Date for such dividend or distribution or (ii) the effective date of such subdivision, combination or reclassification

OS_1 = the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, the completion of such event

Any adjustment made pursuant to this clause (i) shall be effective immediately after the close of business on the Record Date for such dividend or distribution, or the effective date of such subdivision, combination or reclassification. If any such event is announced or declared but does not occur, the Conversion Rate shall be readjusted, effective as of the date the Board announces that such event shall not occur, to the Conversion Rate that would then be in effect if such event had not been declared.

(ii) The dividend, distribution or other issuance to all or substantially all holders of Common Stock of rights (other than rights, options or warrants distributed in connection with a stockholder rights plan (in which event the provisions of Section 11(a)(vii) shall apply)), options or warrants entitling them to subscribe for or purchase shares of Common Stock for a period expiring forty-five (45) days or less from the date of issuance thereof, at a price per share that is less than the Current Market Price as of the Record Date for such issuance, in which event the Conversion Rate will be increased based on the following formula:

$CR_1 = CR_0 \times [(OS_0+X) / (OS_0+Y)]$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend, distribution or issuance

CR_1 = the new Conversion Rate in effect immediately following the close of business on the Record Date for such dividend, distribution or issuance

OS_0 = the number of shares of Common Stock outstanding immediately prior to the close of business on the Record Date for such dividend, distribution or issuance

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants divided by the Current Market Price as of the Record Date for such dividend, distribution or issuance.

For purposes of this clause (ii), in determining whether any rights, options or warrants entitle the holders to purchase the Common Stock at a price per share that is less than the Current Market Price as of the Record Date for such dividend, distribution or issuance, there shall be taken into account any consideration the Company receives for such rights, options or warrants, and any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be the Fair Market Value thereof.

Any adjustment made pursuant to this clause (ii) shall become effective immediately following the close of business on the Record Date for such dividend, distribution or issuance. In the event that such rights, options or warrants are not so issued, the Conversion Rate shall be readjusted, effective as of the date the Board publicly announces its decision not to issue such rights, options or warrants, to the Conversion Rate that would then be in effect if such dividend, distribution or issuance had not been declared. To the extent that such rights, options or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights, options or warrants upon the exercise of such rights, options or warrants, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the adjustments made upon the dividend, distribution or issuance of such rights, options or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered.

(iii) The Company or one or more of its Subsidiaries purchases Common Stock pursuant to a tender offer or exchange offer (other than an exchange offer that constitutes a Distribution Transaction subject to Section 11(a)(v)) by the Company or a Subsidiary of the Company for all or any portion of the Common Stock, or otherwise acquires Common Stock (except (1) in an open market purchase in compliance with Rule 10b-18 promulgated under the Exchange Act, (2) through an "accelerated share repurchase" on customary terms or (3) in connection with tax withholding upon vesting or settlement of options, restricted stock units, performance share units or other similar equity awards or upon forfeiture or cashless exercise of options or other equity awards) (a "Covered Repurchase"), if the cash and value of any other consideration included in the payment per share of Common Stock validly tendered, exchanged or otherwise acquired through a Covered Repurchase exceeds the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days commencing on, and including, the Trading Day next succeeding the last day on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended) or shares of Common Stock are otherwise acquired through a Covered Repurchase (the "Expiration Date"), in which event the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times [(FMV + (SP_1 \times OS_1)) / (SP_1 \times OS_0)]$$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Expiration Date

CR_1 = the new Conversion Rate in effect immediately after the close of business on the Expiration Date

FMV = the Fair Market Value, on the Expiration Date, of all cash and any other consideration paid or payable for all shares validly tendered or exchanged and not withdrawn, or otherwise acquired through a Covered Repurchase, as of the Expiration Date

OS_0 = the number of shares of Common Stock outstanding immediately prior to the last time tenders or exchanges may be made pursuant to such tender or exchange offer (including the shares to be purchased in such tender or exchange offer) or shares are otherwise acquired through a Covered Repurchase

OS_1 = the number of shares of Common Stock outstanding immediately after the last time tenders or exchanges may be made pursuant to such tender or exchange offer (after giving effect to the purchase of shares in such tender or exchange offer) or shares are otherwise acquired through a Covered Repurchase

SP_1 = the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days commencing on, and including, the Trading Day next succeeding the Expiration Date

Such adjustment shall become effective immediately after the close of business on the Expiration Date. If an adjustment to the Conversion Rate is required under this Section 11(a)(iii), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Section 11(a)(iii) shall be delayed to the extent necessary in order to complete the calculations provided for in this Section 11(a)(iii).

In the event that the Company or any of its Subsidiaries is obligated to purchase Common Stock pursuant to any such tender offer, exchange offer or other commitment to acquire shares of Common Stock through a Covered Repurchase but is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then the Conversion Rate shall be readjusted to be the Conversion Rate that would have been then in effect if such tender offer, exchange offer or Covered Repurchase had not been made.

(iv) The Company shall, by dividend or otherwise, distribute to all or substantially all holders of its Common Stock (other than for cash in lieu of fractional shares), shares of any class of its Capital Stock, evidences of its indebtedness, assets, other property or securities, but excluding (A) dividends or distributions referred to in Section 11(a)(i) or Section 11(a)(ii) hereof, (B) Distribution Transactions as to which Section 11(a)(v) shall apply, (C) dividends or distributions paid exclusively in cash as to which Section 11(a)(vi) shall apply and (D) rights, options or warrants distributed in connection with a stockholder rights plan as to which Section 11(a)(vii) shall apply (any of such shares of its Capital Stock, indebtedness, assets or property that are not so excluded are hereinafter called the "Distributed Property"), then, in each such case the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times [SP_0 / (SP_0 - FMV)]$$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution

CR_1 = the new Conversion Rate in effect immediately after the close of business on the Record Date for such dividend or distribution

SP_0 = the Current Market Price as of the Record Date for such dividend or distribution

FMV = the Fair Market Value of the portion of Distributed Property distributed with respect to each outstanding share of Common Stock on the Record Date for such dividend or distribution; provided that, if FMV is equal or greater than SP_0, then in lieu of the foregoing adjustment, the Company shall distribute to each holder of Series B Preferred Stock on the date the applicable Distributed Property is distributed to holders of Common Stock, but without requiring such holder to convert its shares of Series B Preferred Stock, in respect of each share of Series B Preferred Stock held by such holder, the amount of Distributed Property such holder would have received had such holder owned a number of shares of Common Stock equal to the Conversion Rate on the Record Date for such dividend or distribution

Any adjustment made pursuant to this clause (iv) shall be effective immediately after the close of business on the Record Date for such dividend or distribution. If any such dividend or distribution is declared but does not occur, the Conversion Rate shall be readjusted, effective as of the date the Board announces that such dividend or distribution shall not occur, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(v) The Company effects a Distribution Transaction, in which case the Conversion Rate in effect immediately prior to the effective date of the Distribution Transaction shall be increased based on the following formula:

$$CR_1 = CR_0 \times [(FMV + MP_0) / MP_0]$$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the effective date of the Distribution Transaction

CR_1 = the new Conversion Rate in effect immediately after the close of business on the effective date of the Distribution Transaction

FMV = the arithmetic average of the volume-weighted average prices for a share of the capital stock or other interest distributed to holders of Common Stock on the principal United States securities exchange or automated quotation system on which such capital stock or other interest trades, as reported by Bloomberg (or, if Bloomberg ceases to publish such price, any successor service chosen by the Company) in respect of the period from the open of trading on the relevant Trading Day until the close of trading on such Trading Day (or if such volume-weighted average price is unavailable, the market price of one share of such capital stock or other interest on such Trading Day determined, using a volume-weighted average method, by an Independent Financial Advisor retained for such purpose by the Company), for each of the ten consecutive full Trading Days commencing with, and including, the effective date of the Distribution Transaction

MP_0 = the arithmetic average of the VWAP per share of Common Stock for each of the ten (10) consecutive full Trading Days commencing on, and including, the effective date of the Distribution Transaction

Such adjustment shall become effective immediately following the close of business on the effective date of the Distribution Transaction. If an adjustment to the Conversion Rate is required under this Section 11(a)(v), delivery of any additional shares of Common Stock that may be deliverable upon conversion as a result of an adjustment required under this Section 11(a)(v) shall be delayed to the extent necessary in order to complete the calculations provided for in this Section 11(a)(v).

(vi) The Company makes a cash dividend or distribution to all or substantially all holders of the Common Stock, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times [SP_0 / (SP_0 - C)]$$

CR_0 = the Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution

CR_1 = the new Conversion Rate in effect immediately after the close of business on the Record Date for such dividend or distribution

SP_0 = the Current Market Price as of the Record Date for such dividend or distribution

C = the amount in cash per share of Common Stock the Company distributes to all or substantially all holders of its Common Stock; provided that, if C is equal or greater than SP_0, then in lieu of the foregoing adjustment, the Company shall pay to each holder of Series B Preferred Stock on the date the applicable cash dividend or distribution is made to holders of Common Stock, but without requiring such holder to convert its shares of Series B Preferred Stock, in respect of each share of Series B Preferred Stock held by such holder, the amount of cash such holder would have received had such holder owned a number of shares of Common Stock equal to the Conversion Rate on the Record Date for such dividend or distribution

Any adjustment made pursuant to this clause (vi) shall be effective immediately after the close of business on the Record Date for such dividend or distribution. If any dividend or distribution is declared but not paid, the Conversion Rate shall be readjusted, effective as of the date the Board announces that such dividend or distribution will not be paid, to the Conversion Rate that would then be in effect if such had dividend or distribution not been declared.

(vii) If the Company has a stockholder rights plan in effect with respect to the Class A Common Stock on any Conversion Date, upon conversion of any shares of the Series B Preferred Stock, Holders of such shares will receive, in addition to the applicable number of shares of Class A Common Stock, the rights under such rights plan relating to such Class A Common Stock, unless, prior to such Conversion Date, the rights have (i) become exercisable or (ii) separated from the shares of Class A Common Stock

(the first of such events to occur, a "Trigger Event"), in which case, the Conversion Rate will be adjusted, effective automatically at the time of such Trigger Event, as if the Company had made a distribution of such rights to all holders of Common Stock as described in Section 11(a)(ii) (without giving effect to the forty-five (45) day limit on the exercisability of rights, options or warrants ordinarily subject to such Section 11(a)(ii)), subject to appropriate readjustment in the event of the expiration, termination or redemption of such rights prior to the exercise, deemed exercise or exchange thereof. Notwithstanding the foregoing, to the extent any such stockholder rights are exchanged by the Company for shares of Common Stock or other property or securities, the Conversion Rate shall be appropriately readjusted as if such stockholder rights had not been issued, but the Company had instead issued such shares of Common Stock or other property or securities as a dividend or distribution of shares of Common Stock pursuant to Section 11(a)(i) or Section 11(a)(iv), as applicable.

To the extent that such rights are not exercised prior to their expiration, termination or redemption, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the adjustments made upon the occurrence of the Trigger Event been made on the basis of the issuance of, and the receipt of the exercise price with respect to, only the number of shares of Common Stock actually issued pursuant to such rights.

Notwithstanding anything to the contrary in this Section 11(a)(vii), no adjustment shall be required to be made to the Conversion Rate with respect to any Holder which is, or is an "affiliate" or "associate" of, an "acquiring person" under such stockholder rights plan or with respect to any direct or indirect transferee of such Holder who receives Series B Preferred Stock in such transfer after the time such Holder becomes, or its affiliate or associate becomes, such an "acquiring person".

(b) Calculation of Adjustments. All adjustments to the Conversion Rate shall be calculated by the Company to the nearest 1/10,000th of one share of Class A Common Stock (or if there is not a nearest 1/10,000th of a share, to the next lower 1/10,000th of a share). No adjustment to the Conversion Rate will be required unless such adjustment would require an increase or decrease of at least one percent of the Conversion Rate; provided, however, that any such adjustment that is not required to be made will be carried forward and taken into account in any subsequent adjustment; provided, further that any such adjustment of less than one percent that has not been made will be made upon any Conversion Date or redemption or repurchase date.

(c) When No Adjustment Required. (i) Except as otherwise provided in this Section 11, the Conversion Rate will not be adjusted for the issuance of Common Stock or any securities convertible into or exchangeable for Common Stock or carrying the right to purchase any of the foregoing, or for the repurchase of Common Stock.

(ii) Except as otherwise provided in this Section 11, the Conversion Rate will not be adjusted as a result of the issuance of, the distribution of separate certificates representing, the exercise or redemption of, or the termination or invalidation of, rights pursuant to any stockholder rights plans.

(iii) No adjustment to the Conversion Rate will be made:

(A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in Common Stock under any plan in which purchases are made at market prices on the date or dates of purchase, without discount, and whether or not the Company bears the ordinary costs of administration and operation of the plan, including brokerage commissions;

(B) upon the issuance of any shares of Common Stock or options or rights to purchase such shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its Subsidiaries or of any employee agreements or arrangements or programs, including, without limitation, the Company's 2007 Stock Plan for Directors and 2019 Equity and Long-Term Incentive Plan;

(C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security, including the Series B Preferred Stock; or

(D) for a change in the par value of the Common Stock.

(d) Successive Adjustments. After an adjustment to the Conversion Rate under this Section 11, any subsequent event requiring an adjustment under this Section 11 shall cause an adjustment to each such Conversion Rate as so adjusted.

(e) Multiple Adjustments. For the avoidance of doubt, if an event occurs that would trigger an adjustment to the Conversion Rate pursuant to this Section 11 under more than one subsection hereof, such event, to the extent fully taken into account in a single adjustment, shall not result in multiple adjustments hereunder; provided, however, that if more than one subsection of this Section 11 is applicable to a single event, the subsection shall be applied that produces the largest adjustment.

(f) Notice of Adjustments. Whenever the Conversion Rate is adjusted as provided under this Section 11, the Company shall as soon as reasonably practicable following the occurrence of an event that requires such adjustment (or if the Company is not aware of such occurrence, as soon as reasonably practicable after becoming so aware):

(i) compute the adjusted applicable Conversion Rate in accordance with this Section 11 and prepare and transmit to the Conversion Agent an Officer's Certificate setting forth the applicable Conversion Rate, the method of calculation thereof, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) provide a written notice to the Holders of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the applicable Conversion Rate was determined and setting forth the adjusted applicable Conversion Rate.

(g) Conversion Agent. The Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine whether any facts exist that may require any adjustment of the Conversion Rate or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. The Conversion Agent shall be fully authorized and protected in relying on any Officer's Certificate delivered pursuant to this Section 11(g) and any adjustment contained therein and the Conversion Agent shall not be deemed to have knowledge of any adjustment unless and until it has received such certificate. The Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Class A Common Stock, or of any securities or property, that may at the time be issued or delivered with respect to any Series B Preferred Stock and the Conversion Agent makes no representation with respect thereto. The Conversion Agent shall not be responsible for any failure of the Company to issue, transfer or deliver any shares of Class A Common Stock pursuant to the conversion of Series B Preferred Stock or to comply with any of the duties, responsibilities or covenants of the Company contained in this Section 11.

(h) Fractional Shares. No fractional shares of Class A Common Stock will be delivered to the Holders upon conversion. In lieu of fractional shares otherwise issuable, the Holders will be entitled to receive, at the Company's sole discretion, either (i) an amount in cash equal to the fraction of a share of Class A Common Stock multiplied by the Closing Price of the Class A Common Stock on the Trading Day immediately preceding the applicable Conversion Date or (ii) one additional whole share of Class A Common Stock. In order to determine whether the number of shares of Class A Common Stock to be delivered to a Holder upon the conversion of such Holder's shares of Series B Preferred Stock or pursuant to the issuance of Additional Make-Whole Shares will include a fractional share, such determination shall be based on the aggregate number of shares of Series B Preferred Stock of such Holder that are being converted and/or issued on any single Conversion Date or Change of Control Purchase Date.

SECTION 12. Adjustment for Reorganization Events.

(a) Reorganization Events. In the event of:

(i) any reclassification, statutory exchange, merger, consolidation or other similar business combination of the Company with or into another Person, in each case, pursuant to which at least a majority of the Class A Common Stock is changed or converted into, or exchanged for, cash, securities or other property of the Company or another Person;

(ii) any sale, transfer, lease or conveyance to another Person of all or a majority of the property and assets of the Company, in each case pursuant to which the Class A Common Stock is converted into cash, securities or other property; or

(iii) any statutory exchange of securities of the Company with another Person (other than in connection with a merger or acquisition) or reclassification, recapitalization or reorganization of the Class A Common Stock into other securities;

other than, in each case, any such transaction that constitutes a Change of Control, with respect to which, for the avoidance of doubt, the provisions of Section 9 shall apply (each of which is

referred to as a "Reorganization Event"), each share of Series B Preferred Stock outstanding immediately prior to such Reorganization Event will, without the consent of the Holders and subject to Section 12(d) and Section 13(b), remain outstanding but shall become convertible into, out of funds legally available therefor, the number, kind and amount of securities, cash and other property (the "Exchange Property") (without any interest on such Exchange Property and without any right to dividends or distribution on such Exchange Property which have a record date that is prior to the applicable Conversion Date) that the Holder of such share of Series B Preferred Stock would have received in such Reorganization Event had such Holder converted its shares of Series B Preferred Stock into the applicable number of shares of Class A Common Stock immediately prior to the effective date of the Reorganization Event using the Conversion Rate applicable immediately prior to the effective date of the Reorganization Event and the Liquidation Preference applicable at the time of such subsequent conversion; provided that the foregoing shall not apply if such Holder is a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (any such Person, a "Constituent Person"), or an Affiliate of a Constituent Person, to the extent such Reorganization Event provides for different treatment of Class A Common Stock held by such Constituent Persons or such Affiliate thereof. If the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Class A Common Stock held immediately prior to such Reorganization Event by a Person (other than a Constituent Person or an Affiliate thereof), then for the purpose of this Section 12(a), the kind and amount of securities, cash and other property receivable upon conversion following such Reorganization Event will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Class A Common Stock.

(b) Successive Reorganization Events. The above provisions of this Section 12 shall similarly apply to successive Reorganization Events and the provisions of Section 11 shall apply to any shares of Capital Stock received by the holders of the Class A Common Stock in any such Reorganization Event.

(c) Reorganization Event Notice. The Company (or any successor) shall, no less than thirty (30) days prior to the anticipated effective date of any Reorganization Event, provide written notice to the Holders of such occurrence of such event and of the kind and amount of the cash, securities or other property that constitutes the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 12.

(d) Reorganization Event Agreements. The Company shall not enter into any agreement for a transaction constituting a Reorganization Event unless (i) such agreement provides for or does not interfere with or prevent (as applicable) conversion of the Series B Preferred Stock into the Exchange Property in a manner that is consistent with and gives effect to this Section 12, and (ii) to the extent that the Company is not the surviving corporation in such Reorganization Event or will be dissolved in connection with such Reorganization Event, proper provision shall be made in the agreements governing such Reorganization Event for the conversion of the Series B Preferred Stock into stock of the Person surviving such Reorganization Event or such other continuing entity in such Reorganization Event.

SECTION 13. Voting Rights.

(a) General. Except as provided in Section 13(b), Holders of shares of Series B Preferred Stock shall be entitled to vote as a single class with the holders of the Class A Common Stock and the holders of any other class or series of Capital Stock of the Company then entitled to vote with the Class A Common Stock on all matters submitted to a vote of the holders of Class A Common Stock (and, if applicable, holders of any other class or series of Capital Stock of the Company); provided that no Holder of shares of Series B Preferred Stock shall be entitled to vote with the holders of Common Stock or any other class or series of Capital Stock of the Company until the expiration or early termination of the applicable waiting period under the HSR Act with respect to any conversion of the Series B Preferred Stock. Each Holder shall be entitled to the number of votes, not to exceed such Holder's Individual Share Cap, equal to the product of (i) the largest number of whole shares of Class A Common Stock into which all shares of Series B Preferred Stock could be converted pursuant to Section 6 (taking into account the Conversion Restriction to the extent applicable) multiplied by (ii) a fraction the numerator of which is the number of shares of Series B Preferred Stock held by such Holder and the denominator of which is the aggregate number of issued and outstanding shares of Series B Preferred Stock, in each case at and calculated as of the record date for the determination of stockholders entitled to vote or consent on such matters or, if no such record date is established, at and as of the date such vote or consent is taken or any written consent of stockholders is first executed. The Holders shall be entitled to notice of any meeting of holders of Class A Common Stock in accordance with the Certificate of Incorporation and Bylaws of the Company.

(b) Adverse Changes. The vote or consent of the Holders of at least a majority of the shares of Series B Preferred Stock outstanding at such time, voting together as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for effecting or validating any of the following actions, whether or not such approval is required pursuant to the DGCL:

(i) any amendment, alteration or repeal (whether by merger, consolidation or otherwise) of any provision of the Certificate of Incorporation (including this Certificate of Designations) or Bylaws that would have an adverse effect on the rights, preferences, privileges or voting power of the Series B Preferred Stock or the Holder thereof;

(ii) any amendment or alteration (whether by merger, consolidation or otherwise) of, or any supplement (whether by a certificate of designations or otherwise) to, the Certificate of Incorporation or any provision thereof, or any other action to authorize or create, or increase the number of authorized or issued shares of, or any securities convertible into shares of, or reclassify any security into, or issue, any Parity Stock or Senior Stock or any other class or series of Capital Stock of the Company ranking senior to, or on a parity basis with, the Series B Preferred Stock as to dividend rights or rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Company; and

(iii) any increase or decrease in the authorized number of shares of Series B Preferred Stock or issuance of shares of Series B Preferred Stock after the Issuance Date.

provided, however, (A) that, with respect to the occurrence of any of the events set forth in clause (i) above, so long as (1) the Series B Preferred Stock remains outstanding with the terms thereof materially unchanged, or (2) the holders of the Series B Preferred Stock receive equity securities with rights, preferences, privileges and voting power substantially the same as those of the Series B Preferred Stock, then the occurrence of such event shall not be deemed to adversely affect such rights, preferences, privileges or voting power of the Series B Preferred Stock, and in such case such holders shall not have any voting rights with respect to the occurrence of any of the events set forth in clause (i) above and (B) that the authorization or creation of, or the increase in the number of authorized or issued shares of, or any securities convertible into shares of, or the reclassification of any security (other than the Series B Preferred Stock) into, or the issuance of, Junior Stock will not require the vote the holders of the Series B Preferred Stock.

For purposes of this Section 13, the filing in accordance with applicable law of a certificate of designations or any similar document setting forth or changing the designations, powers, preferences, rights, qualifications, limitations and restrictions of any class or series of stock of the Company shall be deemed an amendment to the Certificate of Incorporation.

(c) Each Holder of Series B Preferred Stock will have one vote per share on any matter on which Holders of Series B Preferred Stock are entitled to vote separately as a class, whether at a meeting or by written consent.

(d) The vote or consent of the Holders of a majority of the shares of Series B Preferred Stock outstanding at such time, voting together as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be sufficient to waive or amend the provisions of Section 9(h) of this Certificate of Designations, and any amendment or waiver of any of the provisions of Section 9(h) approved by such percentage of the Holders shall be binding on all of the Holders.

(e) For the avoidance of doubt and notwithstanding anything to the contrary in the Certificate of Incorporation or Bylaws of the Company, the Holders of Series B Preferred Stock shall have the exclusive consent and voting rights set forth in Section 13(b) and may take action or consent to any action with respect to such rights without a meeting by delivering a consent in writing or by electronic transmission of the Holders of the Series B Preferred Stock entitled to cast not less than the minimum number of votes that would be necessary to authorize, take or consent to such action at a meeting of stockholders.

SECTION 14. Election of Directors. Provided that the Second Fall-Away of Investor Board Rights has not occurred, (i) the Holders of a majority of the then outstanding shares of Series B Preferred Stock shall have, at each annual meeting of the Company's stockholders at which the Board is obligated to nominate one or more Investor Designees for election to the Board pursuant to and in accordance with the Investment Agreement, the exclusive right, voting separately as a class, to elect or appoint such Investor Designee(s) to the Board, irrespective of whether the Board has nominated such Investor Designee(s), (ii) notwithstanding anything to the contrary in the Certificate of Incorporation or Bylaws, the Holders of a majority of the then outstanding shares of Series B Preferred Stock shall have the exclusive right to remove any Investor Designee(s) at any time for any reason or no reason (with or without cause) by sending a written notice to the Company and, upon receipt of such notice by

the Company, such Investor Designee(s) shall be deemed to have resigned from the Board, and (iii) in the event of the death, disability, resignation or removal of any Investor Designee(s), the Investor Parties shall have the exclusive right to designate or appoint a successor to fill the vacancy created thereby. The Board and the holders of Common Stock shall not have the right to remove any Investor Designee from the Board (even for cause), such right of removal being vested exclusively with the Holders of a majority of the then outstanding shares of Series B Preferred Stock.

SECTION 15. Preemptive Rights. Except for the right to participate in any issuance of new equity securities by the Company as set forth in the Investment Agreement, the Holders shall not have any preemptive rights.

SECTION 16. Term. Except as expressly provided in this Certificate of Designations, the shares of Series B Preferred Stock shall not be redeemable or otherwise mature and the term of the Series B Preferred Stock shall be perpetual.

SECTION 17. Creation of Capital Stock. Subject to Section 13(b)(ii) or Section 13(b)(iii), the Board, or any duly authorized committee thereof, without the vote of the Holders, may authorize and issue additional shares of Capital Stock of the Company.

SECTION 18. No Sinking Fund. Shares of Series B Preferred Stock shall not be subject to or entitled to the operation of a retirement or sinking fund.

SECTION 19. Transfer Agent, Conversion Agent, Registrar and Paying Agent. The duly appointed Transfer Agent, Conversion Agent, Registrar and paying agent for the Series B Preferred Stock shall be Computershare Trust Company, N.A.. The Company may, in its sole discretion, appoint any other Person to serve as Transfer Agent, Conversion Agent, Registrar or paying agent for the Series B Preferred Stock and thereafter may remove or replace such other Person at any time. Upon any such appointment or removal, the Company shall send notice thereof to the Holders.

SECTION 20. Replacement Certificates. (a) Mutilated, Destroyed, Stolen and Lost Certificates. If physical certificates evidencing the Series B Preferred Stock are issued, the Company shall replace any mutilated certificate at the Holder's expense upon surrender of that certificate to the Transfer Agent. The Company shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Company and the Transfer Agent of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Transfer Agent and the Company.

(b) Certificates Following Conversion. If physical certificates representing the Series B Preferred Stock are issued, the Company shall not be required to issue replacement certificates representing shares of Series B Preferred Stock on or after the Conversion Date applicable to such shares (except if any certificate for shares of Series B Preferred Stock shall be surrendered for partial conversion, the Company shall, at its expense, execute and deliver to or upon the written order of the Holder of the certificate so surrendered a new certificate for the shares of Series B Preferred Stock not converted). In place of the delivery of a replacement certificate following the applicable Conversion Date, the Transfer Agent, upon receipt of the

satisfactory evidence and indemnity described in clause (a) above, shall deliver the shares of Class A Common Stock issuable upon conversion of such shares of Series B Preferred Stock formerly evidenced by the physical certificate.

SECTION 21. Taxes. (a) Transfer Taxes. The Company shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any issuance or delivery of shares of Series B Preferred Stock or shares of Class A Common Stock or other securities issued on account of Series B Preferred Stock pursuant hereto or certificates representing such shares or securities. However, in the case of conversion of Series B Preferred Stock, the Company shall not be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series B Preferred Stock, shares of Class A Common Stock or other securities to a beneficial owner other than the beneficial owner of the Series B Preferred Stock immediately prior to such conversion, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid or is not payable.

(b) Withholding. All payments and distributions (or deemed distributions) on the shares of Series B Preferred Stock (and on the shares of Class A Common Stock received upon their conversion) shall be subject to withholding and backup withholding of taxes to the extent required by law, subject to applicable exemptions, and amounts withheld, if any, shall be treated as received by the Holders.

SECTION 22. Notices. All notices referred to herein shall be in writing and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three (3) Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, or by private courier service addressed: (i) if to the Company, to its office at Coty Inc., 350 Fifth Avenue, New York, New York 10118 (Attention: Kristin Blazewicz), (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company (which may include the records of the Transfer Agent) or (iii) to such other address as the Company or any such Holder, as the case may be, shall have designated by notice similarly given.

SECTION 23. Facts Ascertainable. When the terms of this Certificate of Designations refers to a specific agreement or other document to determine the meaning or operation of a provision hereof, the Secretary of the Company shall maintain a copy of such agreement or document at the principal executive offices of the Company and a copy thereof shall be provided free of charge to any Holder who makes a request therefor. The Secretary of the Company shall also maintain a written record of the Issuance Date, the number of shares of Series B Preferred Stock issued to a Holder and the date of each such issuance, and shall furnish such written record free of charge to any Holder who makes a request therefor.

SECTION 24. Waiver. Notwithstanding any provision in this Certificate of Designations to the contrary, any provision contained herein and any right of the Holders of Series B Preferred Stock granted hereunder may be waived as to all shares of Series B Preferred Stock (and the Holders thereof) upon the vote or written consent of the Holders of a majority of the shares of Series B Preferred Stock then outstanding.

SECTION 25. Severability. If any term of the Series B Preferred Stock set forth herein is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other terms set forth herein which can be given effect without the invalid, unlawful or unenforceable term will, nevertheless, remain in full force and effect, and no term herein set forth will be deemed dependent upon any other such term unless so expressed herein.

SECTION 26. Business Opportunities. To the fullest extent permitted by Section 122(17) of the DGCL (or any successor provision) and except as may be otherwise expressly agreed in writing by the Company and the Investor Parties, the Company, on behalf of itself and its Subsidiaries, renounces any interest or expectancy of the Company and its Subsidiaries in, or in being offered an opportunity to participate in, business opportunities, that are from time to time presented to the Investor Parties or any of their respective officers, representatives, directors, agents, stockholders, members, partners, Affiliates, Subsidiaries (other than the Company and its Subsidiaries), or any of their respective designees on the Company's Board and/or any of their respective representatives who, from time to time, may act as officers of the Company, even if the opportunity is one that the Company or its Subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and no such person shall be liable to the Company or any of its Subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Company or its Subsidiaries unless, in the case of any such person who is a director or officer of the Company, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Company. Any Person purchasing or otherwise acquiring any interest in any shares of Capital Stock of the Company shall be deemed to have notice of and consented to the provisions of this Section 26. Neither the alteration, amendment or repeal of this Section 26, nor the adoption of any provision of the Certificate of Incorporation or this Certificate of Designations inconsistent with this Section 26, nor, to the fullest extent permitted by Delaware law, any modification of law, shall eliminate or reduce the effect of this Section 26 in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this Section 26, would accrue or arise, prior to such alteration, amendment, repeal, adoption or modification. If any provision or provisions of this Section 26 shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Section 26 (including, without limitation, each portion of any paragraph of this Section 26 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Section 26 (including, without limitation, each such portion of any paragraph of this Section 26 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Company to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Company to the fullest extent permitted by law. This Section 26 shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director, officer, employee or agent of the Company under the Certificate of Incorporation, the Bylaws, any other agreement between the Company and such director, officer, employee or agent or applicable law.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be executed this [•] day of [•], 2020.

COTY INC.

By: _____
Name:
Title:

FORM OF REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT, dated as of [●], 2020 (the "Agreement"), by and among Coty Inc., a Delaware corporation (the "Company"), and KKR Rainbow Aggregator L.P., a Delaware limited partnership (together with its successors and assigns, the "Investor"). The Investor and any other party that may become a party hereto pursuant to Section 9(c) are referred to collectively as the "Stockholders" and individually each as a "Stockholder".

RECITALS

WHEREAS, the Company and the Investor are parties to the Investment Agreement, dated as of May 11, 2020 (as amended from time to time, the "Investment Agreement"), pursuant to which the Company is selling to the Investor, and the Investor is purchasing from the Company, an aggregate of 1,000,000 shares of Series B Preferred Stock (the "Series B Preferred Stock"), which is convertible into shares of Common Stock;

WHEREAS, as a condition to the obligations of the Company and the Investor under the Investment Agreement, the Company and the Investor are entering into this Agreement for the purpose of granting certain registration and other rights to the Stockholders.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following capitalized terms shall have the following respective meanings:

"Adverse Disclosure" means public disclosure of material non-public information that, in the good faith judgment of the Company (after consultation with external legal counsel): (i) would be required to be made in any Registration Statement or report filed with the SEC by the Company so that such registration statement would not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading; (ii) would not be required to be made at such time but for the filing, effectiveness or continued use of such Registration Statement; and (iii) the Company has a bona fide business purpose for not disclosing publicly.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" (including its correlative meanings, "controlling", "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise.

"as converted basis" means with respect to the outstanding shares of Common Stock as of any date, all outstanding shares of Common Stock calculated on a basis in which all shares of Common Stock issuable upon conversion of the outstanding shares of Series B Preferred Stock (at the Conversion Rate in effect on such date as set forth in the Certificate of Designations) are assumed to be outstanding as of such date.

"Business Day" or "business day" means any day except a Saturday, a Sunday or other day on which the SEC or banks in the City of New York are authorized or required by law to be closed.

"Certificate of Designations" means the Certificate of Designations setting forth voting powers, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions of the Series B Preferred Stock, dated as of the date hereof.

"Charitable Gifting Event" means any transfer by a Holder, or any subsequent transfer by such Holder's members, partners or other employees, in connection with a bona fide gift to any Charitable Organization made in connection with sales of Registrable Securities by a Holder pursuant to an effective registration statement.

"Charitable Organization" means a charitable organization as described by Section 501(c)(3) of the Internal Revenue Code of 1986, as in effect from time to time.

"Common Stock" means all shares currently or hereafter existing of the Company's class A common stock, par value $0.01 per share.

"Conversion Rate" has the meaning set forth in the Certificate of Designations.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor statute thereto and the rules and regulations of the SEC promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"Holdback Period" means the period commencing on the date of an underwriters' request (which shall be no earlier than four (4) Business Days prior to the expected "pricing" of the related underwritten offering) and continuing for not more than ninety (90) calendar days after the date of the final prospectus (or final prospectus supplement if the offering is made pursuant to a shelf registration), pursuant to which such underwritten offering shall be made, or such lesser period as is required by such underwriters (which shall also apply equally to all Holders).

"Holder" means any Stockholder holding Registrable Securities.

"Lock-Up Period" has the meaning set forth in the Investment Agreement.

"NYSE" means the New York Stock Exchange.

"Person" means any individual, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, any other form of entity or any group comprised of two or more of the foregoing.

"Prospectus" means the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

"register", "registered" and "registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement or the automatic effectiveness of such registration statement, as applicable.

"Registrable Securities" means, as of any date of determination, any shares of Series B Preferred Stock issued pursuant to the Investment Agreement and any shares of Common Stock issued pursuant to the conversion of any shares of Series B Preferred Stock, and any other securities issued or issuable with respect to any such shares of Common Stock or Series B Preferred Stock by way of share split, share dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise. As to any particular Registrable Securities, once issued, such securities shall cease to be Registrable Securities when (i) they are sold pursuant to an effective Registration Statement under the Securities Act, (ii) they are sold pursuant to Rule 144 (or other exemption from registration under the Securities Act), (iii) in the case of any shares of Common Stock held by a Holder, all shares of Common Stock held by such Holder, on an as converted basis, constitute less than 1% of all outstanding shares of Common Stock and may be sold in a single day pursuant to, and in accordance with, subsection (k) of Rule 144, (iv) they shall have ceased to be outstanding or (v) they have been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities.

"Registration Statement" means any registration statement of the Company filed with the SEC under the Securities Act which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Rule 144" means Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"SEC" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act or the Exchange Act.

"Securities Act" means the Securities Act of 1933, as amended, and any successor statute thereto and the rules and regulations of the SEC promulgated thereunder.

2. Incidental Registrations.

(a) Right to Include Registrable Securities. If, following the expiration of the Lock-Up Period, the Company proposes to register its Common Stock under the Securities Act (other than pursuant to a Registration Statement filed by the Company on Form S-4 or S-8, or any successor or other forms promulgated for similar purposes or filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan), whether or not for sale for its own account, in a manner which would permit registration of Registrable Securities for sale to the public under the Securities Act, it will, at each such time, give prompt written notice to all Holders of its intention to do so and of such Holders' rights under this Section 2. Upon the written request of any such Holder made within seven (7) calendar days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by such Holder), the Company will use its reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register by the Holders thereof, to the extent required to permit the disposition of the Registrable Securities so to be registered; provided that (i) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason not to proceed with the proposed registration of the securities to be sold by it, the Company may, at its election, give written notice of such determination to each Holder and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the registration expenses pursuant to Section 6 hereof in connection therewith), without prejudice to the rights of the Holders to request that such registration be effected as a registration under Section 3, and (ii) if such registration involves an underwritten offering, all Holders requesting to be included in the Company's registration and to participate in the underwritten offering must sell their Registrable Securities to the underwriters selected by the Company on the same terms and conditions as apply to the Company, with such differences, including any with respect to indemnification and liability, as are customary in combined primary and secondary offerings by the Company and the Investor. If a registration requested pursuant to this Section 2(a) involves an underwritten public offering, any Holder requesting to be included in such registration may elect, in writing at least two business days prior to the effective date of the Registration Statement filed in connection with such registration or, in the case of a takedown from a Shelf Registration Statement, prior to the launch of such takedown, not to register such securities in connection with such registration. The Company shall not be required to maintain the effectiveness of the Registration Statement for a registration requested pursuant to this Section 2(a) beyond the earlier to occur of (i) 180 calendar days after the effective date thereof and (ii) consummation of the distribution by the Holders of the Registrable Securities included in such Registration Statement. Any Holder who has elected to sell Registrable Securities in an offering pursuant to this Section 2 shall be permitted to withdraw from such registration by written notice to the Company if the price to the public at which the Registrable Securities are proposed to be sold will be less than 90% of the average closing price of the class of stock being sold in the offering during the 10 trading days preceding the date on which the notice of such offering was given pursuant to this Section 2(a).

(b) Priority in Incidental Registrations. The Company shall use reasonable efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to permit Holders who have requested to include Registrable Securities in such offering to include in such offering all Registrable Securities so requested to be included on the same terms and conditions as any other shares of capital stock, if any, of the Company included in the offering. Notwithstanding the foregoing, if the managing underwriter or underwriters of such underwritten offering have informed the Company in writing that it is their good faith opinion that the total amount of securities that are intended to be included in such offering is such as to adversely affect the success of such offering (including adversely affect the per-share offering price), then the amount of securities to be offered shall be reduced to the amount recommended by such managing underwriter or underwriters in its or their good faith opinion, which will be allocated in the following order of priority: (i) first, the securities to be proposed to be sold by the Company for its own account, (ii) second, the Registrable Securities of the Investor, (iii) third, the Registrable Securities of the Holders other than the Investor that have requested to participate in such underwritten offering, allocated *pro rata* among such Holders on the basis of the percentage of the Registrable Securities requested to be included in such underwritten offering by such Holders and (iv) fourth, for the account of any other holders of Common Stock that have requested to be included in such underwritten offering as a result of registration rights or otherwise.

3. Registration on Request.

(a) Request by the Demand Party. Subject to the following paragraphs of this Section 3(a), each Holder shall have the right, by delivering a written notice to the Company, to require the Company to register, at any time following the expiration of the Lock-Up Period and pursuant to the terms of this Agreement, under and in accordance with the provisions of the Securities Act, the number of Registrable Securities of such Holder requested to be so registered pursuant to the terms of this Agreement (any such written notice, a "Demand Notice", any such registration, a "Demand Registration" and any such Holder, a "Demand Party"); provided, however, that a Demand Notice may only be made if the sale of the Registrable Securities requested to be registered by such Holder is reasonably expected to result in aggregate gross cash proceeds in excess of $75,000,000 (without regard to any underwriting discount or commission); provided, further, that the Company shall not be obligated to file a registration statement relating to any registration request under this Section 3(a), (i) within the period or such shorter period as may be specified by the Company's insider trading policy as applicable to Company employees generally (the "Quarterly Blackout Period") commencing fourteen (14) calendar days prior to and ending two (2) calendar days following the Company's scheduled earnings release for any fiscal quarter or year or (ii) within a period of sixty (60) calendar days after the effective date of any other registration statement relating to any registration request under this Section 3(a); provided, further, that nothing in this Section 3(a) or elsewhere herein shall be construed as limiting the frequency by which a Holder may effect a Shelf Underwritten Offering or Non-Underwritten Shelf Take-Down pursuant to Section 3(f). Following receipt of a Demand Notice for a Demand Registration in accordance with this Section 3(a), the Company shall use its reasonable best efforts to file a Registration Statement as promptly as practicable within ten (10) calendar days and shall use its reasonable best efforts to cause such Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof.

No Demand Registration shall be deemed to have occurred for purposes of this Section 3 if (i) the Registration Statement relating thereto (x) does not become effective, (y) is not maintained effective for the period required pursuant to this Section 3 or (z) the offering of the Registrable Securities pursuant to such Registration Statement is subject to a stop order, injunction, or similar order or requirement of the SEC during such period, in which case, such requesting Holder shall be entitled to an additional Demand Registration in lieu thereof, (ii) more than 90% of the Registrable Securities requested by the Demand Party to be included in the registration are not so included pursuant to Section 3(b) or (iii) in the case of a Demand Registration for an underwritten offering, the conditions to closing specified in any underwriting agreement, purchase agreement or similar agreement entered into in connection with the registration relating to such request are not satisfied (other than as a result of a material default or breach thereunder by such Demand Party) or otherwise waived by such Demand Party; provided that the Company's obligation to pay the registration expenses pursuant to Section 6 hereof in connection therewith shall still apply.

As promptly as practicable within two (2) calendar days after receipt by the Company of a Demand Notice in accordance with this Section 3(a), the Company shall give written notice (the "Demand Follow-up Notice") of such Demand Notice to all other Holders and shall, subject to the provisions of Section 3(b) hereof, include in such registration all Registrable Securities with respect to which the Company received written requests for inclusion therein within five (5) calendar days after such Demand Follow-up Notice is given by the Company to such Holders, provided that the Company shall not provide a Demand Follow-up Notice to any other Holder or holder of the Company's equity securities in the case of a sale of Registrable Securities by the Investor to one or several purchasers pursuant to a Shelf Underwritten Offering by means of a bought deal, a block trade or a similar transaction that is an underwritten offering (a "Block Sale").

All requests made pursuant to this Section 3 will specify the number of Registrable Securities to be registered and the intended methods of disposition thereof.

The Company shall be required to maintain the effectiveness of the Registration Statement with respect to any Demand Registration for a period of at least one hundred and eighty (180) calendar days after the effective date thereof or such shorter period during which all Registrable Securities included in such Registration Statement have actually been sold; provided, however, that such period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such Registration Statement at the request of the Company or an underwriter of the Company pursuant to the provisions of this Agreement.

(b) Priority on Demand Registration. If any of the Registrable Securities registered pursuant to a Demand Registration are to be sold in a firm commitment underwritten offering, and the managing underwriter or underwriters advise the Holders of such securities in writing that in its or their good faith opinion the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, securities proposed to be included by other holders of securities entitled to include securities in such Registration Statement pursuant to incidental or piggyback registration rights), then there shall be included in such firm commitment underwritten offering the number or dollar amount of Registrable Securities that in the good faith

opinion of such managing underwriter or underwriters can be sold without adversely affecting such offering, and such number of Registrable Securities shall be allocated as follows, unless the underwriter or underwriters require a different allocation:

(i) first, to the Investor until all Registrable Securities requested for registration by the Investor have been included in such registration;

(ii) second, to any Holders other than the Investor requesting such Demand Registration (whether pursuant to a Demand Notice or pursuant to incidental or piggyback registration rights) among such Holders pro rata on the basis of the percentage of Registrable Securities owned by each such Holder relative to the number of Registrable Securities owned by all such Holders;

(iii) third, the securities for which inclusion in such Demand Registration, as the case may be, was requested by any other holders of Common Stock as a result of registration rights or otherwise; and

(iv) fourth, the securities for which inclusion in such Demand Registration was requested by the Company.

(c) Cancellation of a Demand Registration. Each Demand Party and the Holders of a majority of the Registrable Securities which are to be registered in a particular offering pursuant to this Section 3 shall have the right, prior to the effectiveness of the Registration Statement, to notify the Company that it or they, as the case may be, has or have determined that such Registration Statement be abandoned or withdrawn, in which event the Company shall abandon or withdraw such registration statement. Any Holder who has elected to sell Registrable Securities in an underwritten offering pursuant to this Section 3 (including the Demand Party of such Demand Registration) shall be permitted to withdraw from such registration by written notice to the Company if the price to the public at which the Registrable Securities are proposed to be sold will be less than 90% of the average closing price of the class of stock being sold in the offering during the ten (10) trading days preceding the date on which the Demand Notice of such offering was given pursuant to Section 3(a).

(d) Postponements in Requested Registrations. If the Company shall at any time furnish to the Holders a certificate signed by its chairman of the board, chief executive officer or president stating that the filing of a Registration Statement or conducting a Shelf Underwritten Offering or Non-Underwritten Shelf Take-Down would, in the good faith judgment of the board of directors of the Company (after consultation with external legal counsel), (i) require the Company to make an Adverse Disclosure or (ii) materially interfere with any material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction involving the Company or any of its subsidiaries then under consideration, the Company may postpone the filing (but not the preparation) of a Registration Statement or the commencement of a Shelf Underwritten Offering, as applicable, required by this Section 3 until such circumstance is no longer continuing but not to exceed sixty (60) days (such period, a "Postponement Period"); provided that the Company shall at all times in good faith use its commercially reasonable best efforts to cause any Registration Statement required by this Section 3 to be filed as soon as possible or any Shelf Underwritten Offering to be conducted as

soon as possible, as applicable; provided, further, that the Company shall not be permitted to commence a Postponement Period pursuant to this Section 3(d) more than once in any 180-day period. The Company shall promptly give the Holders requesting registration thereof or that delivered a Take-Down Notice, as applicable, pursuant to this Section 3 written notice of any postponement made in accordance with the preceding sentence.

(e) Shelf Registration Statement.

(i) No later than the expiration of the Lock-Up Period, the Company shall file with the SEC a shelf Registration Statement (on Form S-3 to the extent permissible) (a "Shelf Registration Statement") covering the resale of all Registrable Securities, and shall use reasonable best efforts to cause such registration statement to become effective no later than the expiration of the Lock-Up Period. Upon filing the Shelf Registration Statement, the Company shall use its reasonable best efforts to keep such Shelf Registration Statement effective with the SEC at all times and to re-file such Shelf Registration Statement upon its expiration, and subject to Sections 3(f) and (g), to cooperate in any shelf take-down, whether or not underwritten, by amending or supplementing the Prospectus related to such Shelf Registration Statement as may be reasonably requested by the Holders or as otherwise required, until such time as all Registrable Securities that could be sold in such Shelf Registration Statement have been sold or are no longer outstanding.

(ii) If the Company is a well-known seasoned issuer (as defined in Rule 405) (a "WKSI") at a time when it is obligated to file a Shelf Registration Statement pursuant to this Agreement, the Company shall file an automatic shelf registration statement (as defined in Rule 405 of the Securities Act) on Form S-3 (an "Automatic Shelf Registration Statement") in accordance with the requirements of the Securities Act and the rules and regulations of the SEC thereunder, that covers the Registrable Securities. The Company shall pay the registration fee for all Registrable Securities to be registered pursuant to an Automatic Shelf Registration Statement at the time of filing of the Automatic Shelf Registration Statement and shall not elect to pay any portion of the registration fee on a deferred basis. If at any time following the filing of an Automatic Shelf Registration Statement when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, the Company shall use its reasonable best efforts to post-effectively amend the Automatic Shelf Registration Statement to a Shelf Registration Statement that is not automatically effective or file a new Shelf Registration Statement.

(iii) To the extent that the Company becomes ineligible to use Form S-3, the Company shall file a "shelf" registration statement on Form S-1 registering the Registrable Securities for resale not later than thirty (30) calendar days after the date of such ineligibility and use its reasonable best efforts to have such registration statement declared effective as promptly as practicable.

(f) Shelf-Take Downs. At any time that a Shelf Registration Statement covering Registrable Securities pursuant to Section 2 or Section 3 is effective, the Investor may, deliver a written notice to the Company (a "Take-Down Notice") stating that it intends to effect

an underwritten offering (a "Shelf Underwritten Offering") or other non-underwritten sale (a "Non-Underwritten Shelf Take-Down") of all or part of its Registrable Securities included by it on the Shelf Registration Statement, then, the Company shall amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Underwritten Offering (taking into account the inclusion of Registrable Securities by any other holders pursuant to Section 3(b)) or Non-Underwritten Shelf Take-Down; provided, however that the Holders may not, without the Company's prior written consent, (i) launch a Shelf Underwritten Offering the anticipated gross cash proceeds of which shall be less than $75,000,000 (unless the Holders are proposing to sell all of their remaining Registrable Securities), (ii) launch more than four (4) Shelf Underwritten Offerings at the request of the Holders within any 365-day period or (iii) launch a Shelf Underwritten Offering within the Quarterly Blackout Period. The Investor shall be entitled to deliver an unlimited number of Take-Down Notices to effect a Non-Underwritten Shelf Take-Down with respect to the Registrable Securities held by the Investor in addition to the other registration rights provided in Section 2 and this Section 3. In connection with any Shelf Underwritten Offering:

(i) the Company shall also as promptly as practicable within two (2) business days deliver the Take-Down Notice to all other Holders with Registrable Securities included on such Shelf Registration Statement and permit each Holder to include its Registrable Securities included on the Shelf Registration Statement in the Shelf Underwritten Offering if such Holder notifies the Company (who shall notify the Investor) within two (2) business days after delivery of the Take-Down Notice to such Holder, provided that the Company shall not provide a Take-Down Notice to any other Holder or holder of the Company's equity securities in the case of a Block Sale by the Investor; and

(ii) in the event that the underwriter advises the Company (who shall notify the Investor) in its good faith opinion that the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including an adverse effect on the per -share offering price), the underwriter may limit the number of shares which would otherwise be included in such Shelf Underwritten Offering in the same manner as described in Section 3(b) with respect to a limitation of shares to be included in a registration.

(g) Selection of Underwriters. If a requested registration pursuant to this Section 3 involves an underwritten offering, the investment banker(s) and manager(s) and lead investment banker(s) and manager(s) to administer the offering shall be chosen by the Demand Party, provided that if a Holder other than the Investor is the Demand Party, the investment banker(s) and manager(s) and lead investment banker(s) and manager(s) to administer the offering shall be chosen by the Investor, provided, further, that if a Holder other than the Demand Party will sell at least 50% of the Registrable Securities proposed to be sold in such offering and the Investor is not participating in such offering, the investment banker(s) and manager(s) and lead investment banker(s) and manager(s) shall be chosen by such other Holder (such other Holder, if any, the "Lead Holder"), in each case subject to the approval of the Company (not to be unreasonably delayed or withheld). If the offering is underwritten, the right of any Holder to registration pursuant to this Section 3 will be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in

the underwriting (unless otherwise agreed by the Demand Party), and each such Holder will (together with the Company and the other Holders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting (including pursuant to the terms of any over-allotment or "green shoe" option requested by the managing underwriter(s)); provided that (x) no Holder shall be required to sell more than the number of Registrable Securities that such Holder has requested the Company to include in any registration and (y) if any Holder disapproves of the terms of the underwriting, such Holder may elect to withdraw prior to launching the applicable underwritten offering by written notice to the Company, the managing underwriter or underwriters and, in connection with an underwritten registration pursuant to this Section 3, the Demand Party.

4. Registration Procedures. If and whenever the Company is required to use its reasonable best efforts to effect the registration of any Registrable Securities under the Securities Act as provided in Section 2 and Section 3 hereof, the Company shall effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto the Company shall cooperate in the sale of the securities and shall, as expeditiously as possible:

(a) prepare and file, in each case as promptly as practicable, with the SEC a Registration Statement or Registration Statements on such form as shall be available for the sale of the Registrable Securities by the Holders thereof or by the Company in accordance with the intended method or methods of distribution thereof, make all required filings with FINRA and use its reasonable best efforts to cause such Registration Statement to become effective as soon as practicable and to remain effective as provided herein; provided, however, that before filing a Registration Statement or Prospectus or any amendments or supplements thereto (including any free writing prospectuses under Rule 433 under the Securities Act (each a "Free Writing Prospectus") and including such documents that would be incorporated or deemed to be incorporated therein by reference), the Company shall furnish or otherwise make available to the Holders of the Registrable Securities covered by such Registration Statement, their counsel and the managing underwriters, if any, copies of all such documents proposed to be filed, which documents will be subject to the reasonable review and comment of such counsel, and such other documents reasonably requested by such counsel, including any comment letter from the SEC, and, if requested by such counsel, provide such counsel reasonable opportunity to participate in the preparation of such Registration Statement and each Prospectus included therein and such other opportunities to conduct a reasonable investigation within the meaning of the Securities Act, including reasonable access to the Company's books and records, officers, accountants and other advisors. The Company shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto (including any Free Writing Prospectuses and including such documents that, upon filing, would be incorporated or deemed to be incorporated by reference therein) with respect to a Demand Registration to which the Demand Party, the Holders of a majority of the Registrable Securities covered by such Registration Statement, or their counsel, or the managing underwriters, if any, shall reasonably object, in writing, on a timely basis, unless, in the opinion of the Company, such filing is necessary to comply with applicable law;

(b) subject to Section 3(e), prepare and file with the SEC such amendments, post-effective amendments and supplements to each Registration Statement and the Prospectus used in connection therewith and such Free Writing Prospectuses and Exchange Act reports as may be necessary to keep such Registration Statement continuously effective during the period provided herein and comply in all material respects with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement; and cause the related Prospectus to be supplemented by any Prospectus supplement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of the Registrable Securities covered by such Registration Statement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act, in each case, until such time as all of such securities have been disposed of in accordance with the intended method or methods of disposition by the seller or sellers thereof set forth in such Registration Statement;

(c) notify each selling Holder, its counsel and the managing underwriters, if any, promptly, and (if requested by any such Person) confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement or post-effective amendment or any Free Writing Prospectus has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any other federal or state governmental authority for amendments or supplements to a Registration Statement or related Prospectus or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, (iv) if at any time the Company has reason to believe that the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 4(n) below cease to be true and correct, (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, and (vi) of the happening of any event that makes any statement made in such Registration Statement, related Prospectus, Free Writing Prospectus, amendment or supplement thereto or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (which notice shall notify the selling Holders only of the occurrence of such an event and shall provide no additional information regarding such event to the extent such information would constitute material non-public information);

(d) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the earliest date reasonably practical;

(e) if requested by the managing underwriters, if any, the Demand Party with respect to the offering or the Holders of a majority of the then issued and outstanding Registrable Securities being sold in connection with an underwritten offering, promptly include in a Prospectus supplement or post-effective amendment such information as the managing underwriters, if any, or such Demand Party or Holders, as the case may be, may reasonably request in order to permit the intended method of distribution of such Registrable Securities and make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received such request; provided, however, that the Company shall not be required to take any actions under this Section 4(e) that are not, in the opinion of counsel for the Company, in compliance with applicable law;

(f) deliver to each selling Holder, its counsel, and the underwriters, if any, without charge, as many copies of the Prospectus or Prospectuses (including each form of Prospectus) and each amendment, supplement or post-effective amendment thereto as such Persons may reasonably request from time to time in connection with the distribution of the Registrable Securities; and the Company, subject to the last paragraph of this Section 4, hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any such amendment or supplement thereto;

(g) prior to any public offering of Registrable Securities, use its reasonable best efforts to register or qualify or cooperate with the selling Holders, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of such jurisdictions within the United States as any seller or underwriter reasonably requests in writing and to keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and to take any other action that may be necessary or advisable to enable such Holders to consummate the disposition of such Registrable Securities in such jurisdiction in accordance with the intended method or methods of disposition thereof; provided, however, that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it is not then so required to qualify but for this paragraph (g) or (ii) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith);

(h) cooperate with the selling Holders and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each Holder of such Registrable Securities that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with the

Registration Statement, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters, if any, or Holders may request;

(i) use its reasonable best efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities within the United States as may be necessary in light of the business or operations of the Company to enable the seller or sellers thereof or the managing underwriters, if any, to consummate the disposition of such Registrable Securities, in accordance with the intended method or methods thereof, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company will cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals, as may be necessary to enable the seller or sellers thereof or the underwriters, if any, to consummate the disposition of such Registrable Securities in accordance with the intended method or methods thereof;

(j) upon the occurrence of any event contemplated by Section 4(c)(vi) above, promptly prepare a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(k) prior to the effective date of the Registration Statement relating to the Registrable Securities, provide a CUSIP number for the Registrable Securities;

(l) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement from and after a date not later than the effective date of such Registration Statement (and in connection therewith, if reasonably required by the Company's transfer agent, the Company will cause an opinion of counsel as to the effectiveness of the Registration Statement to be delivered to such transfer agent, together with any other authorizations, certificates and directions reasonably required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any legend upon sale by the Holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, of such Registrable Securities under the Registration Statement);

(m) use its reasonable best efforts to cause all shares of Registrable Securities covered by such Registration Statement to be listed on the NYSE or other national securities exchange on which the Common Stock is then listed, prior to the effectiveness of such Registration Statement (or, if no Common Stock issued by the Company is then listed on any securities exchange, use its reasonable best efforts to cause such Registrable Securities to be so listed on the NYSE or NASDAQ, as determined by the Company);

(n) enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in underwritten offerings) and take all such other actions reasonably requested by the Demand Party or the Holders of a majority of the Registrable Securities being sold in connection therewith (including those reasonably requested by the managing underwriters, if any) to expedite or facilitate the disposition of such Registrable Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, (i) make such representations and warranties to the Holders of such Registrable Securities and the underwriters, if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when requested, (ii) use its reasonable best efforts to furnish to the selling Holders and the underwriters, if any, opinions of outside counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any), addressed to each of the underwriters, if any, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such counsel and underwriters, (iii) use its reasonable best efforts to obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each selling Holder (unless such accountants shall be prohibited from so addressing such letters by applicable standards of the accounting profession) and each of the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures substantially to the effect set forth in Section 5 hereof with respect to all parties to be indemnified pursuant to Section 5 except as otherwise agreed by the Holders and (v) deliver such documents and certificates as may be reasonably requested by the Demand Party, the Holders of a majority of the Registrable Securities being sold pursuant to such Registration Statement, its or their counsel or the managing underwriters, if any, to evidence the continued validity of the representations and warranties made pursuant to Section 4(n)(i) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company. The above shall be done at each closing under such underwriting or similar agreement, or as and to the extent required thereunder;

(o) make available for inspection by a representative of the selling Holders, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorneys or accountants retained by such selling Holders or underwriter, at the offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries, and cause the officers, directors and employees of the Company and its

subsidiaries to supply all information in each case reasonably requested by any such representative, underwriter, attorney or accountant in connection with such Registration Statement; provided, however, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such Persons unless (i) disclosure of such information is required by court or administrative order, (ii) disclosure of such information, in the opinion of counsel to such Person, is required by law or applicable legal process, or (iii) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by such Person. In the case of a proposed disclosure pursuant to (i) or (ii) above, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure. Without limiting the foregoing, no such information shall be used by such Person as the basis for any market transactions in securities of the Company or its subsidiaries in violation of law;

(p) cause its officers, including its executive officers, to use their reasonable best efforts to support the marketing of the Registrable Securities covered by the Registration Statement (including, without limitation, participation in "road shows" and other customary marketing activities) taking into account the Company's business needs;

(q) cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(r) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement, which earnings statement will satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder; and

(s) cooperate with the Holders subject to the Registration Statement and with the underwriter(s) or agent participating in the distribution, if any, to facilitate any Charitable Gifting Event and to prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to permit any such recipient Charitable Organization to sell in the underwritten offering if it so elects.

The Company may require each Holder as to which any registration is being effected to furnish to the Company in writing such information required in connection with such registration regarding such seller and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing and the Company may exclude from such registration the Registrable Securities of any Holder who unreasonably fails to furnish such information within a reasonable time after receiving such request.

The Company agrees not to file or make any amendment to any Registration Statement with respect to any Registrable Securities, or any amendment of or supplement to the

Prospectus or any Free Writing Prospectus used in connection therewith, that refers to any Holder covered thereby by name, or otherwise identifies such Holder as the holder of any securities of the Company, without the consent of such Holder, such consent not to be unreasonably withheld or delayed, unless and to the extent such disclosure is required by law.

If the Company files any Shelf Registration Statement for the benefit of the holders of any of its securities other than the Holders, the Company agrees that it shall use its reasonable best efforts to include in such registration statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that such Holders may be added to such Shelf Registration Statement at a later time through the filing of a Prospectus supplement rather than a post-effective amendment.

Notwithstanding any provision hereof to the contrary, to the extent that any pro rata or other allocation or reduction of Registrable Securities is required pursuant to Sections 2(b), 3(b), 3(g)(ii) or any other section herein, (i) all Registrable Securities transferred by a Holder to a Charitable Organization in connection with an underwritten offering for which such pro rata or other allocation is required shall be included in the number of Registrable Securities deemed to be held by each Holder (or deemed to be included in such Holder's request for inclusion of Registrable Securities) for purposes of calculating such Holder's pro rata allocation or reduction in such underwritten offering and (ii) the number of Registrable Securities that a Holder is otherwise entitled to include in such underwritten offering shall be reduced by the number of Registrable Securities transferred by such Holder to a Charitable Organization in connection with such underwritten offering.

Each Holder agrees if such Holder has Registrable Securities covered by such Registration Statement that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(c)(ii), 4(c)(iii), 4(c)(iv), 4(c)(v) or 4(c)(vi) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(j) hereof, or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus; provided, however, that the time periods under Section 3 with respect to the length of time that the effectiveness of a Registration Statement must be maintained shall automatically be extended by the amount of time the Holder is required to discontinue disposition of such securities.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, without limitation as to time, indemnify and hold harmless, to the fullest extent permitted by law, each Holder whose Registrable Securities are covered by a Registration Statement or Prospectus, the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each of them, each Person who controls each such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of

each such controlling person, each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter (each such person being referred to herein as a "Covered Person"), from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and reasonable attorneys' fees and any legal or other fees or expenses incurred by such party in connection with any investigation or proceeding), expenses, judgments, fines, penalties, charges and amounts paid in settlement (collectively, "Losses"), as incurred, arising out of or based upon any untrue statement (or alleged untrue statement) of a material fact contained in any Prospectus, offering circular, or other document (including any related Registration Statement, notification, or the like or Free Writing Prospectus or any amendment thereof or supplement thereto or any document incorporated by reference therein) incident to any such registration, qualification, or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation thereunder applicable to the Company and (without limitation of the preceding portions of this Section 5(a)) will reimburse each such Covered Person for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such Loss, provided that the Company will not be liable in any such case to the extent that any such Loss arises out of or is based on any untrue statement or omission by such Covered Person related to such Covered Person or its Affiliates (other than the Company or any of its subsidiaries, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement, Prospectus, offering circular, Free Writing Prospectus or any amendment thereof or supplement thereto, or any document incorporated by reference therein, or other document in reliance upon and in conformity with written information furnished to the Company by such Covered Person with respect to such Covered Person for use therein. It is agreed that the indemnity agreement contained in this Section 5(a) shall not apply to amounts paid in settlement of any such Loss or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably delayed or withheld), provided that notwithstanding the foregoing, the indemnity agreement contained in this Section 5(a) shall apply to amounts paid in settlement of any Loss or action even if such settlement is effected without the consent of the Company if the Company does not timely reply to a request for its consent.

(b) Indemnification by Holder. The Company may require, as a condition to including any Registrable Securities in any Registration Statement filed in accordance with Section 4 hereof, that the Company shall have received an undertaking reasonably satisfactory to it from the participating Holder of such Registrable Securities to indemnify, to the fullest extent permitted by law, severally and not jointly with any other Holders, the Company, its directors and officers and each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), from and against all Losses arising out of or based on any untrue statement of a material fact contained in any such Registration Statement, Prospectus, Free Writing Prospectus, offering circular, or other document, or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will (without limitation of the portions of this Section 5(b)) reimburse the Company, such directors, officers and controlling persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such Loss, in each case to the extent, but only to the extent, that such untrue statement or omission is made

in such Registration Statement, Prospectus, Free Writing Prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder with respect to such Holder for inclusion in such Registration Statement, Prospectus, offering circular or other document; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such Losses (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided, further, that the liability of such Holder shall be individual, not joint and several, for each Holder and shall be limited to the net proceeds received by such selling Holder from the sale of Registrable Securities covered by such Registration Statement, Prospectus, offering circular or other document containing such untrue statement (or alleged untrue statement) or omission (or alleged omission) (less the aggregate amount of any damages which such Holder has otherwise been required to pay in respect of such Loss or any substantially similar Loss arising from the sale of such Registrable Securities).

(c) Conduct of Indemnification Proceedings. If any Person shall be entitled to indemnification hereunder (an "Indemnified Party"), such Indemnified Party shall give prompt notice to the party from which such indemnity is sought (the "Indemnifying Party") of any claim or of the commencement of any proceeding with respect to which such Indemnified Party seeks indemnification or contribution pursuant hereto; provided, however, that the delay or failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation or liability except to the extent that the Indemnifying Party has been materially prejudiced by such delay or failure. The Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party promptly after the receipt of written notice from such Indemnified Party of such claim or proceeding, to, unless in the Indemnified Party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, assume, at the Indemnifying Party's expense, the defense of any such claim or proceeding, with counsel reasonably satisfactory to such Indemnified Party; provided, however, that an Indemnified Party shall have the right to employ separate counsel in any such claim or proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless: (i) the Indemnifying Party agrees to pay such fees and expenses; or (ii) the Indemnifying Party fails promptly to assume, or in the event of a conflict of interest cannot assume, the defense of such claim or proceeding or fails to employ counsel reasonably satisfactory to such Indemnified Party; in which case the Indemnified Party shall have the right to employ counsel and to assume the defense of such claim or proceeding at the Indemnifying Party's expense; provided, further, however, that the Indemnifying Party shall not, in connection with any one such claim or proceeding or separate but substantially similar or related claims or proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one firm of attorneys (together with appropriate local counsel) at any time for all of the Indemnified Parties, or for fees and expenses that are not reasonable. Whether or not such defense is assumed by the Indemnifying Party, such Indemnifying Party will not be subject to any liability for any settlement made without its consent (but such consent will not be unreasonably delayed or withheld). Without the prior written consent of the Indemnified Party, the Indemnifying Party shall not consent to entry of any judgment or enter into any settlement that (x) does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such claim or litigation for which such

Indemnified Party would be entitled to indemnification hereunder or (y) involves the imposition of equitable remedies or the imposition of any obligations on the Indemnified Party or adversely affects such Indemnified Party other than as a result of financial obligations for which such Indemnified Party would be entitled to indemnification hereunder.

(d) Contribution. If the indemnification provided for in this Section 5 is unavailable to an Indemnified Party in respect of any Losses (other than in accordance with its terms), then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made (or omitted) by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such action, statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 5(d), an Indemnifying Party that is a selling Holder shall not be required to contribute any amount in excess of the net proceeds to such Holder from the Registrable Securities sold pursuant to the Registration Statement which gives rise to such obligation to contribute (less the aggregate amount of any damages which the Holder has otherwise been required to pay in respect of such Loss or any substantially similar Loss arising from the sale of such Registrable Securities). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. No selling Holder shall be liable for contribution under this Section 5(d), except under such circumstances as such selling Holder would have been liable for indemnification under this Section 5 if such indemnification were enforceable under applicable law.

Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten offering are more favorable to the Holders than the foregoing provisions, the provisions in the underwriting agreement shall control.

(e) Deemed Underwriter. To the extent that any of the Holders is, or would be expected to be, deemed to be an underwriter of Registrable Securities pursuant to any SEC comments or policies or any court of law or otherwise, the Company agrees that (i) the indemnification and contribution provisions contained in this Section 5 shall be applicable to the benefit of such Holder in its role as deemed underwriter in addition to its capacity as a Holder (so long as the amount for which any other Holder is or becomes responsible does not exceed the

amount for which such Holder would be responsible if the Holder were not deemed to be an underwriter of Registrable Securities) and (ii) such Holder and its representatives shall be entitled to conduct the due diligence which would normally be conducted in connection with an offering of securities registered under the Securities Act, including receipt of customary opinions and comfort letters.

(f) Other Indemnification. Indemnification similar to that specified in the preceding provisions of this Section 5 (with appropriate modifications) shall be given by the Company and each seller of Registrable Securities with respect to any required registration or other qualification of securities under any federal or state law or regulation or governmental authority other than the Securities Act.

(g) Non-Exclusivity. The obligations of the parties under this Section 5 shall be in addition to any liability which any party may otherwise have to any other party.

6. Registration Expenses. All reasonable fees and expenses incident to the performance of or compliance with this Agreement by the Company (including, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with the SEC, NYSE, FINRA or the National Association of Securities Dealers, Inc. and (B) of compliance with securities or Blue Sky laws, including, without limitation, any fees and disbursements of counsel for the underwriters in connection with Blue Sky qualifications of the Registrable Securities pursuant to Section 4(h)), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses if the printing of Prospectuses is requested by the managing underwriters, if any, the Demand Party or by the Holders of a majority of the Registrable Securities included in any Registration Statement), (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, (v) expenses of the Company incurred in connection with any road show, (vi) fees and disbursements of all independent certified public accountants referred to in Section 4(o) hereof (including, without limitation, the expenses of any "cold comfort" letters required by this Agreement) and any other persons, including special experts retained by the Company and (vii) fees and disbursements of one counsel for the Holders whose shares are included in a Registration Statement (which counsel shall be selected as set forth in Section 8)) shall be borne by the Company whether or not any Registration Statement is filed or becomes effective. In addition, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on the NYSE or such other national securities exchange on which the Common Stock is listed and rating agency fees and the fees and expenses of any Person, including special experts, retained by the Company.

The Company shall not be required to pay (i) fees and disbursements of any counsel retained by any Holder or by any underwriter (except as set forth in this Section 6 and in Section 8 or pursuant to the underwriting agreement entered into in connection with such offering), (ii) any underwriter's fees (including discounts, commissions or fees of underwriters, selling brokers, dealer managers or similar securities industry professionals) relating to the distribution of the Registrable Securities (other than with respect to Registrable Securities sold by the Company), or (iii) any other expenses of the Holders not specifically required to be paid by the Company pursuant to the first paragraph of this Section 6.

7. Rule 144. The Company covenants that it will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of any Demand Party, make publicly available such information so long as necessary to permit sales of Registrable Securities pursuant to Rule 144), and it will take such further action as any Holder (or, if the Company is not required to file reports as provided above, any Demand Party) may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specific requirements with which it did not so comply. Notwithstanding anything contained in this Section 7, the Company may deregister under Section 12 of the Exchange Act if it then is permitted to do so pursuant to the Exchange Act and the rules and regulations thereunder.

8. Selection of Counsel. In connection with any registration of Registrable Securities pursuant to Section 2 or 3 hereof, if the Investor is participating in such registration pursuant to Section 2 or 3 hereof, the Investor may select one counsel to represent it and all other Holders participating in such registration, and if the Investor is not participating in such registration pursuant to Section 2 or 3 hereof, the Holders other than the Investor of a majority of the Registrable Securities covered by any such registration may select one counsel to represent such other Holders covered by such registration; provided, however, that in the event that the counsel selected as provided above is also acting as counsel to the Company in connection with such registration, the Holders shall be entitled to select one additional counsel at the Company's expense to represent all Holders.

9. Miscellaneous.

(a) Holdback Agreement. In consideration for the Company agreeing to its obligations under this Agreement, each Holder agrees in connection with any underwritten offering of the Company's securities with respect to which the Company has complied with its obligations under Section 2 or Section 3 hereof, as applicable (whether or not such Holder is participating in such offering) upon the request of the underwriters managing any such underwritten offering, not to effect (other than pursuant to such offering) any public sale or distribution of Registrable Securities, including, but not limited to, any sale pursuant to Rule 144, or make any short sale of, grant any option for the purchase of, or otherwise dispose of any Registrable Securities, any other equity securities of the Company or any securities convertible into or exchangeable or exercisable for any equity securities of the Company, in each case without the prior written consent of such underwriters and subject to customary exceptions, during the Holdback Period; provided that nothing herein will prevent (i) any Holder that is a partnership or corporation from making a transfer to an Affiliate that is otherwise in compliance with applicable securities laws, (ii) any pledge of Registrable Securities by a Holder in connection with a Permitted Loan (as defined in the Investment Agreement) or (iii) any

foreclosure in connection with a Permitted Loan (as defined in the Investment Agreement) or transfer in lieu of a foreclosure thereunder, in each case that is otherwise in compliance with applicable securities laws. Notwithstanding the foregoing, any discretionary waiver or termination of this holdback provision by such underwriters with respect to any of the Holders shall apply to the other Holders as well, pro rata based upon the number of shares subject to such obligations.

If any registration pursuant to Section 3 of this Agreement shall be in connection with any underwritten public offering, if requested by the managing underwriter or underwriters, the Company will not effect any public sale or distribution of any common equity (or securities convertible into or exchangeable or exercisable for common equity) (other than a registration statement (i) on Form S-4, Form S-8 or any successor forms thereto or (ii) filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan) for its own account, during the Holdback Period.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the written consent of each of the Company and the Holders of a majority of the Registrable Securities; provided, however, that (x) any amendment, modification, supplement, waiver or consent to departures from the provisions of this Agreement that would subject a Stockholder to adverse differential treatment relative to the other Stockholders shall require the agreement of the differentially treated Stockholder and (y) any amendment, modification, supplement, waiver or consent to departures from the provisions of this Agreement that would be adverse to a right specifically granted to a specific Stockholder herein (but not to other Stockholders) shall require the agreement of that Stockholder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by Holders of at least a majority of the Registrable Securities being sold by such Holders pursuant to such Registration Statement.

(c) Successors, Assigns and Transferees. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The provisions of this Agreement which are for the benefit of the parties hereto other than the Company may be transferred or assigned to any Person in connection with a Transfer (as defined in the Investment Agreement) of Series B Preferred Stock or Common Stock issued upon conversion of the Series B Preferred Stock to such Person in a Transfer permitted by Section 5.08(b)(i) of the Investment Agreement; provided, however, that (i) prior written notice of such assignment of rights is given to the Company and (ii) such transferee agrees in writing to be bound by, and subject to, this Agreement as a "Holder" pursuant to a written instrument in form and substance reasonably acceptable to the Company. Except as provided in Section 5 with respect to an Indemnified Party, nothing expressed or mentioned in this Agreement is intended or shall be construed to give any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, remedy or claim under, or in respect of this Agreement or any provision herein contained.

(d) Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

if to the Company, to:

Coty Inc.
350 Fifth Avenue,
New York, NY 10118
Attention: Kristin Blazewicz
Email: Kristin_Blazewicz@cotyinc.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Paul T. Schnell
Sean C. Doyle
Email: paul.schnell@skadden.com
sean.doyle@skadden.com

if to the Stockholders or the Investor, to the Investor, to:

KKR Rainbow Aggregator L.P.
Maintor Panorama, 12th Floor
Neue Mainzer Str. 2-4
60311 Frankfurt
Attention: Christian Ollig
Email: christian.ollig@kkr.com

with a copy (which shall not constitute notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Marni J. Lerner
Ravi Purushotham
Email: mlerner@stblaw.com
rpurushotham@stblaw.com

or such other address or email address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

(e) Descriptive Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein.

(f) Severability. If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term, condition or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law.

(g) Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or electronic mail), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

(h) Governing Law; Submission to Jurisdiction. This Agreement and all legal or administrative proceedings, suits, investigations, arbitrations or actions ("Actions") (whether at law, in equity, in contract, in tort or otherwise) based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed entirely within that State, regardless of the laws that might otherwise govern under any applicable conflict of laws principles.

All Actions arising out of or relating to this Agreement shall be heard and determined in the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over any Action, any state or federal court within the State of Delaware) and the parties hereto hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum or lack of jurisdiction to the maintenance of any such Action. The consents to jurisdiction and venue set forth in this Section 9(h) shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this paragraph and shall not be deemed to confer rights on any Person other than the parties hereto. Each party hereto agrees that service of process upon such party in any Action arising out of or relating to this Agreement shall be effective if notice is given by overnight courier at the address set forth in Section 9(d) of this Agreement. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law; provided that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, a final trial court judgment.

(i) Specific Performance. Each party hereto acknowledges that money damages would not be an adequate remedy in the event that any of the covenants or agreements in this Agreement are not performed in accordance with its terms, and it is therefore agreed that in addition to and without limiting any other remedy or right it may have, the non-breaching party will have the right to an injunction, temporary restraining order or other equitable relief in any court of competent jurisdiction enjoining any such breach and enforcing specifically the terms and provisions hereof.

(j) Further Assurances. At any time or from time to time after the date hereof, the parties agree to cooperate with each other, and at the request of any other party, to execute and deliver any further instruments or documents and to take all such further action as the other party may reasonably request in order to evidence or effectuate the consummation of the transactions contemplated hereby and to otherwise carry out the intent of the parties hereunder.

(k) Termination. The provisions of this Agreement (other than Section 5 and Section 6) shall terminate upon the earliest to occur of (i) its termination by the written agreement of all parties hereto or their respective successors in interest, (ii) the date on which all shares of Common Stock and Series B Preferred Stock have ceased to be Registrable Securities and (iii) the dissolution, liquidation or winding up of the Company. Nothing herein shall relieve any party from any liability for the breach of any of the agreements set forth in this Agreement.

(l) No Inconsistent Agreements; Most Favored Nations. The Company shall not hereafter enter into any agreement with respect to its securities that is inconsistent with or violates the rights granted to the Holders in this Agreement. In the event that the Company desires to enter into any agreement with any Person, including any holder or prospective holder of any securities of the Company, giving or granting any registration (or related) rights the terms of which are more favorable than or senior to the registration or other rights granted to the Holders hereunder, then (i) the Company shall provide prior written notice thereof to the Holders and (ii) upon execution by the Company of such other agreement, the terms and conditions of this Agreement shall be, without any further action by the Holders or the Company, automatically amended and modified in an economically and legally equivalent manner such that the Holders shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such other agreement, provided that upon written notice to the Company at any time, any Holder may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Agreement shall apply to such Holder as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to such Holder.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be duly executed on its behalf as of the date first written above.

COTY INC.

By: _____
Name: [●]
Title: [●]

[Signature Page to Registration Rights Agreement]

KKR RAINBOW AGGREGATOR L.P.

By: KKR Rainbow Aggregator GP LLC,
its general partner

By: _____
Name: [●]
Title: [●]

[Signature Page to Registration Rights Agreement]

EXHIBIT C

CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
COTY INC.

Pursuant to Section 228 and 242 of the General
Corporation Law of the State of Delaware

Coty Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: That Article FOURTH of the Corporation's Amended and Restated Certificate of Incorporation, as amended by that Certificate of Amendment dated September 29, 2016 to the Amended and Restated Certificate of Incorporation, is hereby amended by deleting the first sentence of Section A therefrom and substituting the following in lieu thereof:

"Authorized Capital. The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 1,637,754,370, of which 1,250,000,000 shall be designated as Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), 367,754,370 shall be designated as Class B Common Stock, par value $0.01 per share (the "Class B Common Stock") and 20,000,000 shall be designated as Preferred Stock, par value $0.01 per share (the "Preferred Stock")."

SECOND: That the foregoing amendment was duly adopted by the board of directors of the Corporation, which declared the amendment to be advisable, and was subsequently duly adopted by the written consent of the stockholders in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Coty Inc. has caused this Certificate to be duly executed in its corporate name this day of , 2020.

COTY INC.

By: _____

Name: [Name]
Title: [Title]

Exhibit 99.1

Coty Announces Strategic Partnership with KKR; Reports 3Q Fiscal Results

Coty to receive immediate $750 million convertible preferred equity investment from KKR

Coty and KKR sign a Memorandum of Understanding for KKR to acquire a majority stake in Coty's Professional Beauty and Retail Hair Businesses; Transaction could result in additional cash proceeds of approximately $3 billion

Coty reports 3Q fiscal results with revenues in line with previous market guidance and announces plans to reduce fixed costs by $700 million

NEW YORK - May 11, 2020 — Coty Inc. (NYSE: COTY) ("Coty" or the "Company") today announced a strategic partnership with global investment firm KKR which will provide the Company with an initial investment of $750 million through the sale of convertible preferred shares to KKR. Additionally, Coty and KKR signed a Memorandum of Understanding ("MOU") for the sale of a majority in Coty's Professional Beauty and Retail Hair Businesses including the Wella, Clairol, OPI and ghd brands (together, "Wella") at a contemplated enterprise value of $4.3 billion, or 12.3x 2019 EBITDA. Coty also announced its financial results for the third quarter of fiscal year 2020, ended March 31, 2020, including comprehensive plans to reduce fixed costs by $700 million.

Under the terms of the MOU, Coty will carve out Wella into a standalone company in which KKR will acquire a 60 percent stake and Coty will retain the remaining 40 percent interest. The contemplated majority divestment of Wella would result in Coty receiving additional cash proceeds of approximately $3 billion. On signing of the Wella transaction,, KKR will also make an incremental convertible preferred investment of $250 million in Coty. Together with the initial $750 million investment, these transactions will result in significant deleveraging of Coty's balance sheet and position the company for long-term growth and investment in its core portfolio. Coty's mass beauty business in Brazil will remain a fully owned business of Coty.

Peter Harf, Founding Partner of JAB and Chairman of Coty, commented: "We are thrilled to enter into this strategic partnership with KKR, one of the world's preeminent investment firms with an exemplary track record of value creation. Their investment and partnership will be instrumental to strengthening Coty's balance sheet and helping the company to achieve long-term growth in shareholder value."

Johannes Huth, Partner and Head of KKR EMEA, said: "Coty is a leader in the attractive global beauty market with iconic brands, global presence and scale, and a strong track record of innovation and growth. We are excited to form this partnership to invest in Coty to support it through this period of unprecedented global uncertainty and allow it to emerge as a stronger, more agile business, and to acquire a majority stake in Wella, a market leader with a strong portfolio of brands in the attractive professional hair market where we see significant opportunities to accelerate growth in partnership with its experienced leadership team. We look forward to working towards the establishment of a lasting and value-creating strategic partnership."

Pierre-André Terisse, Coty COO and CFO added: "Today's announcement with KKR provides an increased sense of energy and excitement for all of us at Coty. As part of a number of steps to continue Coty's transformation, the strategic partnership with KKR is clearly the most game-changing. We will see immediate improvement to our balance sheet and are in the final stages of finalizing a 60/40 partnership for our Professional Beauty and Retail Hair businesses. In the shadow of a global lockdown, we have also announced a comprehensive plan to reduce fixed costs by $700 million, which allows us to confirm our target to reach mid teens operating margins by FY23. Overall, this alliance and the steps we are taking to strengthen our businesses will be key elements of our transformation."

Strategic Transaction with KKR

Effective immediately, Coty has agreed to issue $750 million of convertible preference shares and KKR is fully subscribing to the issue. These shares will carry a coupon of 9% and will be convertible into Coty shares at $6.24, equating to a 20% premium to Coty's closing stock price on May 8, 2020 of $5.20. KKR will be entitled to two seats on Coty's Board of Directors following the completion of the transaction.

Simultaneously, Coty and KKR have signed an MOU and are engaged in exclusive talks to form a partnership for Wella at an enterprise value of $4.3 billion, in which KKR is expected to own 60 percent and Coty 40 percent, subject only to completion of limited confirmatory due diligence and execution of definitive documentation. Upon signing of the Wella transaction, Coty will issue $250 million of additional convertible preference shares to KKR with the same coupon and strike price provisions as the first $750 million tranche, resulting in incremental total proceeds of $3.3 billion. KKR is making its investment primarily from its flagship North American and European private equity funds, Americas Fund XII and European Fund V.

AFW LP and Credit Suisse are serving as financial advisors to Coty, and Skadden, Arps, Slate, Meagher & Flom LLP are serving as legal counsel to Coty.

Medium Term Outlook

Assuming the successful completion of the KKR partnership, Coty's expanded $700 million fixed cost reduction program will make the Company more competitive. Coty continues to target operating margins in the mid-teens by FY23.

Financial Results

Highlights

- 3Q20 net revenue decreased 23.2%, with 19.5% organic LFL decline, in-line with recent update
- 3Q20 adjusted operating income was $0.1 million, weighed down by significant operating deleverage, with an adjusted EPS of $(0.08)
- Strong immediate liquidity position of $1.3 billion in cash on hand
- Secured holiday on leverage covenant for next 4 quarters, with no change in funding costs
- Comprehensive plan to reduce fixed cost by $700 million (approximately 25% of the current fixed cost base) over the next 30 months by amplifying the turnaround plan across the organization, including supply chain and controllable fixed costs, with over 2/3 of the savings incremental to the original turnaround plan

Results at a glance	**Three Months Ended March 31, 2020**			**Nine Months Ended March 31, 2020**		
		Change YoY			Change YoY	
(in millions, except per share data)		Reported Basis	Organic (LFL)		Reported Basis	Organic (LFL)
Net revenues	**$1,528.0**	(23)%	(20)%	**$5,815.8**	(11)%	(7)%
Operating income - reported	**(258.8)**	<(100%)		**(97.4)**	87%	
Operating income - adjusted*	**0.1**	(100)%		**479.8**	(31)%	
Net income (loss) - reported	**(271.6)**	<(100%)		**(240.4)**	76%	
Net income - adjusted*	**(61.7)**	<(100%)		**194.0**	(47)%	
EPS (diluted) - reported	**$ (0.36)**	>100%		**$ (0.32)**	>100%	
EPS (diluted) - adjusted*	**$ (0.08)**	(162)%		**$ 0.25**	(48)%	

* These measures, as well as "free cash flow," "adjusted earnings before interest, taxes, depreciation and amortization (EBITDA)," "immediate liquidity," and "net debt," are Non-GAAP Financial Measures. Refer to "Non-GAAP Financial Measures" for discussion of these measures. Net Income represents Net IncomeAttributable to Coty Inc. Reconciliations from reported to adjusted results can be found at the end of this release.

Revenues:

- 3Q20 reported net revenues of $1,528.0 million decreased 23.2% year-over-year, including a negative foreign exchange (FX) impact of 2.3%. Like-for-like (LFL) revenue decreased 19.5%. The LFL performance was driven by LFL declines in the Asia Pacific segment of 34.8%, EMEA of 20.1%, Americas of 18.8%, and Professional Beauty of 11.9%.
- While Asia Pacific performance weakness began at the start of the quarter, driven by pressure in China and Asia Travel Retail, deterioration in the performance of the remaining segments began over the course of March in conjunction with the global lockdowns, resulting in LFL declines in the month of March of over 30%.

- Year-to-date reported net revenues of $5,815.8 million decreased by 11.0%, with a LFL revenue decline of 6.7%.

Gross Margin:

- 3Q20 reported gross margin of 59.6% decreased by 320 bps from the prior-year period, while the adjusted gross margin of 60.3% decreased by 260 bps, primarily due to the decline in sales volume related to COVID-19, increased excess and obsolescence expense, and underutilization expenses related to shutdown of certain manufacturing plants.
- Year-to-date reported gross margin of 61.9% increased 30 bps from the prior year, while the adjusted gross margin of 62.1% increased by 30 bps.

Operating Income:

- 3Q20 reported operating loss of $258.8 million decreased versus a 3Q19 reported operating income of $85.5 million, due to lower sales, reduced gross profit, as well as acquisition related expenses of $49.3 million, restructuring and other business realignment costs of $81.6 million, and impairment charges of $40.4 million, partially offset by lower A&CP expenses.
- 3Q20 adjusted operating income of $0.1 million declined from $229.5 million in the prior year. The adjusted operating margin of 0.0% decreased from 11.5% the prior-year period. This operating margin decline was driven by the lower gross margin, fixed cost deleverage, and the negative impact from transactional FX.
- Year-to-date reported operating loss of $97.4 million improved compared to reported operating loss of $739.8 million in the prior year due to an impairment charge of $977.7 million in the prior year. Year-to-date adjusted operating income of $479.8 million declined by 30.7% from the prior year, with a margin of 8.2%.

Net Income:

- 3Q20 reported net loss was $271.6 million compared to a reported net loss of $12.1 million in the prior-year period. The adjusted net loss of $61.7 million decreased from adjusted net income of $101.6 million in 3Q19, reflecting the breakeven adjusted operating income and $74 million of interest expense, partially offset by an adjusted tax benefit.
- Year-to-date reported net loss of $240.4 million improved from a reported net loss of $984.8 million in the prior-year, while the adjusted net income of $194.0 million decreased from $364.0 million in the prior year.

Earnings Per Share (EPS):

- 3Q20 reported loss per share was $0.36 compared to a reported loss per share of $0.02 in the prior year period. The adjusted loss per share of $0.08 decreased year-over-year due to the aforementioned decrease in adjusted net income.
- Year-to-date reported loss per share of $0.32 improved from a reported loss per share of $1.31 in the prior-year, and the adjusted EPS of $0.25 declined from $0.48 in the prior-year.

Operating Cash Flow:

- In 3Q20, net cash used in operating activities was $257.5 million, compared to net cash provided by operating activities of $213.7 million in the prior year period. The decline in operating cash flow was pressured by the significant profit decline on top of a seasonal weaker cash quarter, as well as the prior year impact of working capital management initiatives, particularly related to receivables factoring arrangements and timing of payables which have a lower incremental impact in the current year. Year-to-date operating cash flow totaled $204.5 million, down $246.9 million from the prior year period.
- Our 3Q20 free cash outflow of $318.9 million declined from a free cash inflow of $142.1 million in the prior year period, reflecting the operating cash flow decrease, partially offset by a $10.2 million decrease in capex. Year-to-date 3Q20 free cash outflow of $1.9 million decreased from an inflow of $120.5 million in the prior year.

Net Debt and Dividend:

- Net debt of $8,147.4 million on March 31, 2020 increased by $941.5 million from the balance of $7,205.9 million on December 31, 2019. The net debt increase was mainly driven by the payment, net of cash acquired, of $592.2 million for the Kylie Beauty transaction, the seasonal working capital needs, and dividend cash payment of $66.5 million.
- This resulted in a last twelve months Net debt to adjusted EBITDA ratio of 7.3x, an increase from the 5.3x reported ratio as of December 31, 2019. Coty's covenant leverage ratio at the end of Q3 was well below the permitted leverage level of 5.95x. Coty recently amended its credit agreement, including a waiver on leverage covenants for the next 4 quarters through 3QFY21.

- As Coty focuses on preserving cash in this critical time, the Company is suspending the dividend through April 1, 2021 or until such later date that it reaches a leverage ratio of 4x.

Third Quarter Fiscal 2020 Business Review by Segment

Americas

	Three Months Ended March 31, 2020			Nine Months Ended March 31, 2020		
		Reported Basis			Reported Basis	
	Actual	YoY	LFL	Actual	YoY	LFL
Net Revenues	$ 492.6	(15.3)%	(18.8)%	$1,689.0	(11.0)%	(11.3)%
	Reported	Adjusted		Reported	Adjusted	
Operating Income	$ (16.8)	$ 12.9		$ 20.0	$ 86.8	
Operating Margin	(3.4)%	2.6%		1.2%	5.1%	

In 3Q20, reported Americas net revenues of $492.6 million decreased by 15.3% versus the prior year. On a LFL basis, Americas net revenues decreased by 18.8% primarily due to the outbreak of COVID-19 and related store closures.

For much of 3Q20, results were trending in line with our expectations, and we continued to make progress against our turnaround plan. The broad-based store closures and declining traffic in open retailers over the course of March significantly impacted results across all major markets, resulting in prestige brand sales declining over 30% and mass brands declining in the mid-teens. Against these store closures, part of the demand shifted to e-commerce channels, with very strong e-commerce growth in our mass and prestige brands.

Key operational progress amongst our mass beauty brands included a stabilization of CoverGirl's U.S. market share in brick & mortar supported by the success of the new Clean Fresh product line and growing Cover Girl market share on Amazon, as well as strong market share gains for Sally Hansen aided by core properties and the new good.kind.pure launch. In addition, our prestige brands maintained their strong share on- and off-line, with particularly strong performance for CK Everyone.

The reported sales for the Americas segment benefited from the first quarter of contribution from the Kylie Beauty partnership. The brand had solid sales and profit performance in the quarter, with particular strength in the Kylie Skin line.

The Americas segment reported an operating loss of $16.8 million compared to reported operating income of $36.4 million in the prior-year period. 3Q20 adjusted operating income was $12.9 million, down from $56.4 million in the prior year, driven by the lower sales and resultant operating deleverage. The 3Q20 adjusted operating margin was 2.6% versus 9.7% in 3Q19.

EMEA

	Three Months Ended March 31, 2020			Nine Months Ended March 31, 2020		
		Reported Basis			Reported Basis	
	Actual	YoY	LFL	Actual	YoY	LFL
Net Revenues	$ 550.6	(22.0)%	(20.1)%	$2,229.7	(7.3)%	(4.9)%
	Reported	Adjusted		Reported	Adjusted	
Operating Income (Loss)	$ (47.4)	$ (13.8)		$ 108.8	$ 210.6	
Operating Margin	(8.6)%	(2.5)%		4.9%	9.4%	

In 3Q20, reported EMEA net revenues of $550.6 million decreased by 22.0% versus the prior year. On a LFL basis, EMEA net revenues decreased 20.1%, which was largely due to the COVID-19 pandemic, as lockdowns commenced in Italy in February followed by most of Europe and the Middle East in March.

Our operational progress against our turnaround plan continued in the quarter, even as market conditions deteriorated. In our mass beauty business, we continued to gain market share with Rimmel in the U.K., as well as Max Factor, Bruno Banani and adidas in Germany. In our prestige business, the strong performance of recent launches Hugo Boss Alive and CK Everyone contributed to market share gains for our portfolio in the region.

Reported operating loss in 3Q20 was $47.4 million compared to reported operating income of $53.8 million in the prior year period. The 3Q20 adjusted operating loss of $13.8 million decreased from adjusted operating income of $88.3 million in the prior year period, driven by the lower sales and resultant operating deleverage. For 3Q20, the adjusted operating margin decreased to (2.5)% from 12.5% in the prior year.

Asia Pacific

	Three Months Ended March 31, 2020			Nine Months Ended March 31, 2020		
		Reported Basis			Reported Basis	
	Actual	YoY	LFL	Actual	YoY	LFL
Net Revenues	$ 124.7	(36.9)%	(34.8)%	$ 537.5	(11.4)%	(9.4)%
	Reported	Adjusted		Reported	Adjusted	
Operating Income (Loss)	$ (24.7)	$ (17.6)		$ 3.0	$ 24.2	
Operating Margin	(19.8)%	(14.1)%		0.6%	4.5%	

3Q20 Asia Pacific net revenues of $124.7 million decreased 36.9% on a reported basis and decreased 34.8% LFL. The decline was largely the result of the COVID-19 pandemic, which impacted the region, particularly China and surrounding Travel Retail, earlier than many other regions.

Since the lifting of the lockdowns in China, we have begun to see some improvement in the sales trends in China over the course of April, particularly in our Lancaster skincare brand, though the fragrance category remains pressured.

Reported operating loss in 3Q20 of $24.7 million declined from a reported operating income of $22.4 million in the prior year period. The 3Q20 adjusted operating loss of $17.6 million decreased from adjusted operating income of $29.2 million in the prior year period, fueled by the operating deleverage on the declining sales. The adjusted operating margin decreased to (14.1)% from 14.8% in the prior year.

Professional Beauty

	Three Months Ended March 31, 2020			Nine Months Ended March 31, 2020		
	Reported Basis			Reported Basis		
	Actual	YoY	LFL	Actual	YoY	LFL
Net Revenues	$ 360.1	(14.1)%	(11.9)%	$1,304.1	(3.3)%	(1.2)%
	Reported	Adjusted		Reported	Adjusted	
Operating Income	$ 2.1	$ 19.3		$ 112.4	$ 163.9	
Operating Margin	0.6%	5.4%		8.6%	12.6%	

Professional Beauty 3Q20 reported net revenues of $360.1 million declined by 14.1%, with LFL decreasing 11.9%. These declines were due to the COVID-19 pandemic, which resulted in a significant amount of salon door closures over the course of March, which impacted the Hair and Nail product lines. At the same time, ghd continued to generate strong sales growth, benefiting from its strong e-commerce business. Across the full division, e-commerce sales continued to grow in the double digits, supported by our DTC platforms and e-retailers.

Professional Beauty reported operating income of $2.1 million decreased from $33.0 million in the prior year period, while adjusted operating income declined to $19.3 million from $49.7 million. The Professional Beauty division adjusted operating margin of 5.4% decreased 650 bps from prior period, as solid gross margin improvement was offset by the operating deleverage.

Third Quarter Fiscal 2020 Business Review by Channel

	Three Months Ended March 31,			
	Net Revenues		Change	
(in millions)	2020	2019	Reported Basis	Organic (LFL)
Luxury	$ 563.9	$ 729.2	(22.7)%	(26.3)%
Consumer Beauty	602.7	840.3	(28.3)%	(16.9)%
Professional Beauty	361.4	421.1	(14.2)%	(12.0)%
Total	**$1,528.0**	**$1,990.6**	**(23.2)%**	**(19.5)%**

Luxury

- Luxury net revenues of $563.9 million, or approximately 37% of total net revenues, declined 22.7% as reported and declined 26.3% LFL, with the reported sales decline aided by the inclusion of Kylie Beauty sales in the current quarter. Pressure earlier in the quarter in China and Travel Retail accelerated over the course of March, as globally department stores, perfumeries and specialty retailers closed their doors.

Consumer Beauty

- Consumer Beauty net revenues of $602.7 million, or approximately 39% of total net revenues, declined 28.3% as reported and declined 16.9% LFL, with the reported sales decline pressured by the inclusion of Younique revenues in the prior year period. Sales in this channel experienced increased pressure during March, as traffic to mass retailers and drugstores globally declined, and consumers shifted their purchasing to more essential personal care categories, resulting in underperformance for the color cosmetics category.

Professional Beauty

- Professional Beauty net revenues of $361.4 million, or approximately 24% of total net revenues, declined 14.2% as reported and declined 12.0% LFL, due to a significant amount of salon door closures over the course of March, which impacted the Hair and Nail product lines, partially offset by growth in ghd.

Other Company Developments

Other company developments include:

- On February 28, 2020, Coty announced that Pierre Denis will succeed Pierre Laubies as Chief Executive Officer of Coty, and that Pierre-André Terisse will become Chief Operating Officer, while retaining in full his CFO role and responsibilities. In addition, the Coty Board of Directors elected Isabelle Parize and Justine Tan as non-executive directors, effective February 27, 2020.
- On March 25, 2020, Coty announced that it started producing hydro-alcoholic gel, which is used as hand sanitizer, to help combat the COVID-19 virus. The products are being distributed free of charge to emergency services staff, as well as to Coty employees working at plants and distribution centers, and pharmacy staff at select retail customers.
- On March 27, 2020, the Company paid a quarterly dividend of $0.125 per common share. The participation rate in the dividend reinvestment program totaled 65% in the quarter to receive the dividend 50% cash and 50% stock.
- On April 29, 2020, Coty secured a holiday on its leverage covenant for the next 4 quarters, with no change in funding costs.
- As Coty focuses on preserving cash in this critical time, the Company is suspending the dividend through April 1, 2021 or until such later date that it reaches a leverage ratio of 4x.
- On May 11, 2020, Coty announced the expansion of its turnaround plan, targeting to reduce its fixed cost structure by 25% or ~$700M over the next 30 months, with over 2/3 of the savings incremental to the original turnaround plan. These cost reductions will be achieved through a combination of further consolidating its supply network, headcount restructuring, and substantial reduction in its non-people costs. The Company does not expect an increase in its one-time cash costs associated with this cost reduction program, with approximately $500M of one-time cash costs remaining under the previously announced turnaround plan to be spent between FY21-FY23.
- On May 11, Coty commenced a strategic partnership with KKR, resulting in immediate KKR investment of $750M via convertible preferred shares. KKR and Coty are in exclusive talks for a 60/40 partnership for Coty's Professional Beauty and Retail Hair businesses ($2.35 billion in FY19 revenues) for an enterprise value of $4.3 billion.

Conference Call

Coty Inc. will host a conference call at 8:30 a.m. (ET) today, May 11, 2020 to discuss its results. The dial-in number for the call is (866) 834-4311 in the U.S. or (720) 405-2213 internationally (conference passcode number: 9961349). The live audio webcast and presentation slides will be available at http://investors.coty.com. The conference call will be available for replay.

About Coty Inc.

Coty is one of the world's largest beauty companies with an iconic portfolio of brands across fragrance, color cosmetics, hair color and styling, and skin and body care. Coty is the global leader in fragrance, a strong number two in professional hair color & styling, and number three in color cosmetics. Coty's products are sold in over 150 countries around the world. Coty and its brands are committed to a range of social causes as well as seeking to minimize its impact on the environment. For additional information about Coty Inc., please visit www.coty.com.

Forward Looking Statements

Certain statements in this Earnings Release are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements reflect the Company's current views with respect to, among other things, the impact of COVID-19, the Company's turnaround plan announced on July 1, 2019 (including the cost reduction program announced on May 11, 2020, the "Turnaround Plan"), strategic planning, targets, segment reporting and outlook for future reporting periods (including the extent and timing of revenue, expense and profit trends and changes in operating cash flows and cash flows from operating activities and investing activities), the strategic review of its Professional Beauty business, associated consumer hair and nail brands and Brazilian operations and any transaction related thereto, including the strategic partnership with KKR

(the "Strategic Review"), including timing of such Strategic Review and any transaction and the use of proceeds from any such transaction, the issuance of preferred shares to KKR, its future operations and strategy, ongoing and future cost efficiency and restructuring initiatives and programs, strategic transactions (including their expected timing and impact), investments, licenses and portfolio changes, synergies, savings, performance, cost, timing and integration of acquisitions (including the strategic partnership with Kylie Jenner), future cash flows, liquidity and borrowing capacity, the availability of local government funding or reimbursement programs in connection with COVID-19 (including expected timing and amounts), timing and size of cash outflows and debt deleveraging, the timing and terms of equity financing transactions, the performance of launches or relaunches, the timing and impact of current or future destocking or shelf spaces losses, impact and timing of supply chain disruptions and the resolution thereof, timing and extent of any future impairments, and synergies, savings, impact, cost, timing and implementation of the Company's Turnaround Plan, including operational and organizational structure changes, segment reporting changes, operational execution and simplification initiatives, the move of the Company's headquarters, and the priorities of senior management. These forward-looking statements are generally identified by words or phrases, such as "anticipate", "are going to", "estimate", "plan", "project", "expect", "believe", "intend", "foresee", "forecast", "will", "may", "should", "outlook", "continue", "temporary", "target", "aim", "potential", "goal" and similar words or phrases. These statements are based on certain assumptions and estimates that we consider reasonable, but are subject to a number of risks and uncertainties, many of which are beyond our control, which could cause actual events or results (including our financial condition, results of operations, cash flows and prospects) to differ materially from such statements, including risks and uncertainties relating to:

- the impact of COVID-19, including demand for the Company's products, illness, quarantines, government actions, facility closures, store closures or other restrictions in connection with the COVID-19 pandemic, and the extent and duration thereof, related impact on our ability to meet customer needs and on the ability of third parties on which the Company relies, including its suppliers, customers, contract manufacturers, distributors, contractors, commercial banks, joint-venture partners, to meet their obligations to the Company, in particular, collections from customers, the extent that government funding and reimbursement programs in connection with COVID-19 are available to the Company, and the ability to successfully implement measures to respond to such impacts;
- the Company's ability to successfully implement its multi-year Turnaround Plan, including its management headquarters relocation, management realignment, reporting structure changes, and segment reporting changes and the expansion of such plan to further reduce the Company's cost base, and to develop and achieve its global business strategies (including mix management, select price increases, more disciplined promotions, and foregoing low value sales), compete effectively in the beauty industry and achieve the benefits contemplated by its strategic initiatives (including revenue growth, cost control, gross margin growth and debt deleveraging) within the expected time frame or at all;
- the result of the Strategic Review and whether such Strategic Review will result in any transactions (whether relating to all or part of the businesses in scope of the review), the timing, costs and impacts of any such transactions or divestitures, and the amount and use of proceeds from any such transactions;
- the issuance of preferred shares to KKR;
- the Company's ability to anticipate, gauge and respond to market trends and consumer preferences, which may change rapidly, and the market acceptance of new products, including new products related to Kylie Jenner's existing beauty business, any relaunched or rebranded products and the anticipated costs and discounting associated with such relaunches and rebrands, and consumer receptiveness to its current and future marketing philosophy and consumer engagement activities (including digital marketing and media);
- use of estimates and assumptions in preparing the Company's financial statements, including with regard to revenue recognition, income taxes, the assessment of goodwill, other intangible assets and long-lived assets for impairment, the market value of inventory, and the fair value of assets and liabilities associated with acquisitions or divestitures;
- the impact of any future impairments;
- managerial, transformational, operational, regulatory, legal and financial risks, including diversion of management attention to and management of cash flows, expenses and costs associated with the Company's response to COVID-19, the Turnaround Plan, the Strategic Review and any related transaction, including divestiture, the integration of the strategic partnership with Kylie Jenner, and future strategic initiatives, and, in particular, the Company's ability to manage and execute many initiatives simultaneously including any resulting complexity, employee attrition or diversion of resources;
- future divestitures and the impact thereof on, and future acquisitions, new licenses and joint ventures and the integration thereof with the Company's business, operations, systems, financial data and culture and the ability to realize synergies, avoid future supply chain and other business disruptions, reduce costs (including through its cash efficiency initiatives), avoid liabilities and realize potential efficiencies and benefits (including through its restructuring initiatives) at the levels and at the costs and within the time frames contemplated or at all;
- increased competition, consolidation among retailers, shifts in consumers' preferred distribution and marketing channels (including to digital and luxury channels), distribution and shelf-space resets or reductions, compression of go-to-market cycles, changes in product and marketing requirements by retailers, reductions in retailer inventory levels and order lead-times or changes in purchasing patterns, impact from COVID-19 on retail revenues, and other changes in the retail, e-commerce and wholesale environment in which the Company does business and sells its products and the Company's ability to respond to such changes;

- the Company and its joint ventures', business partners' and licensors' abilities to obtain, maintain and protect the intellectual property used in its and their respective businesses, protect its and their respective reputations (including those of its and their executives or influencers), public goodwill, and defend claims by third parties for infringement of intellectual property rights;
- any change to the Company's capital allocation and/or cash management priorities, including any change in the Company's stock dividend reinvestment program and dividend policy;
- any unanticipated problems, liabilities or integration or other challenges associated with a past or future acquired business, joint ventures or strategic partnerships which could result in increased risk or new, unanticipated or unknown liabilities, including with respect to environmental, competition and other regulatory, compliance or legal matters;
- the Company's international operations and joint ventures, including enforceability and effectiveness of its joint venture agreements and reputational, compliance, regulatory, economic and foreign political risks, including difficulties and costs associated with maintaining compliance with a broad variety of complex local and international regulations;
- our dependence on certain licenses (especially in the fragrance category) and the Company's ability to renew expiring licenses on favorable terms or at all;
- the Company's dependence on entities performing outsourced functions, including outsourcing of distribution functions, and third-party manufacturers, logistics and supply chain suppliers, and other suppliers, including third-party software providers;
- administrative, product development and other difficulties in meeting the expected timing of market expansions, product launches and marketing efforts;
- global political and/or economic uncertainties, disruptions or major regulatory or policy changes, and/or the enforcement thereof that affect the Company's business, financial performance, operations or products, including the impact of Brexit (and business or market disruption arising from a "hard Brexit"), the current U.S. administration, changes in the U.S. tax code, and recent changes and future changes in tariffs, retaliatory or trade protection measures, trade policies and other international trade regulations in the U.S., the European Union and Asia and in other regions where the Company operates;
- currency exchange rate volatility and currency devaluation;
- the number, type, outcomes (by judgment, order or settlement) and costs of current or future legal, compliance, tax, regulatory or administrative proceedings, investigations and/or litigation, including litigation relating to the tender offer by Cottage Holdco B.V. (the "Cottage Tender Offer");
- the Company's ability to manage seasonal factors and other variability and to anticipate future business trends and needs;
- disruptions in operations, sales and in other areas, including due to disruptions in our supply chain, restructurings and other business alignment activities, the move of the Company's headquarters to Amsterdam, implementation of the Strategic Review, manufacturing or information technology systems, labor disputes, extreme weather and natural disasters, impact from COVID-19 and the impact of such disruptions on the Company's ability to generate profits, stabilize or grow revenues or cash flows, comply with its contractual obligations and accurately forecast demand and supply needs and/or future results;
- restrictions imposed on the Company through its license agreements, credit facilities and senior unsecured bonds or other material contracts, its ability to generate cash flow to repay, refinance or recapitalize debt and otherwise comply with its debt instruments, and changes in the manner in which the Company finances its debt and future capital needs;
- increasing dependency on information technology, including as a result of remote working in response to COVID-19, and the Company's ability to protect against service interruptions, data corruption, cyber-based attacks or network security breaches, costs and timing of implementation and effectiveness of any upgrades or other changes to information technology systems, and the cost of compliance or the Company's failure to comply with any privacy or data security laws (including the European Union General Data Protection Regulation and the California Consumer Privacy Act) or to protect against theft of customer, employee and corporate sensitive information;
- the Company's ability to attract and retain key personnel and the impact of senior management transitions and organizational structure changes, including the co-location of key business leaders and functions in Amsterdam;
- the distribution and sale by third parties of counterfeit and/or gray market versions of the Company's products;
- the impact of the Cottage Tender Offer and of the Turnaround Plan, and the Strategic Review and any related transactions, on the Company's relationships with key customers and suppliers and certain material contracts;
- the Company's relationship with Cottage Holdco B.V., as the Company's majority stockholder, and its affiliates, and any related conflicts of interest or litigation;
- future sales of a significant number of shares by the Company's majority stockholder or the perception that such sales could occur; and
- other factors described elsewhere in this document and in documents that the Company files with the SEC from time to time.

When used herein, the term “includes” and “including” means, unless the context otherwise indicates, “including without limitation”. More information about potential risks and uncertainties that could affect the Company’s business and financial results is included under the heading “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2019 and other periodic reports the Company has filed and may file with the SEC from time to time.

All forward-looking statements made in this release are qualified by these cautionary statements. These forward-looking statements are made only as of the date of this release, and the Company does not undertake any obligation, other than as may be required by applicable law, to update or revise any forward-looking or cautionary statements to reflect changes in assumptions, the occurrence of events, unanticipated or otherwise, or changes in future operating results over time or otherwise.

Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance unless expressed as such, and should only be viewed as historical data.

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Non-GAAP Financial Measures

The Company operates on a global basis, with the majority of net revenues generated outside of the U.S. Accordingly, fluctuations in foreign currency exchange rates can affect results of operations. Therefore, to supplement financial results presented in accordance with GAAP, certain financial information is presented excluding the impact of foreign currency exchange translations to provide a framework for assessing how the underlying businesses performed excluding the impact of foreign currency exchange translations (“constant currency”). Constant currency information compares results between periods as if exchange rates had remained constant period-over-period, with the current period’s results calculated at the prior-year period’s rates. The Company calculates constant currency information by translating current and prior-period results for entities reporting in currencies other than U.S. dollars into U.S. dollars using constant foreign currency exchange rates. The constant currency calculations do not adjust for the impact of revaluing specific transactions denominated in a currency that is different to the functional currency of that entity when exchange rates fluctuate. The constant currency information presented may not be comparable to similarly titled measures reported by other companies. The Company discloses the following constant currency financial measures: net revenues, organic like-for-like (LFL) net revenues, adjusted gross profit and adjusted operating income.

The Company presents period-over-period comparisons of net revenues on a constant currency basis as well as on an organic (LFL) basis. The Company believes that organic (LFL) better enables management and investors to analyze and compare the Company’s net revenues performance from period to period. For the periods described in this release, the term “like-for-like” describes the Company’s core operating performance, excluding the financial impact of (i) acquired brands or businesses in the current year period until we have twelve months of comparable financial results, (ii) the divested brands or businesses or early terminated brands, generally, in the prior year non-comparable periods, to maintain comparable financial results with the current fiscal year period and (iii) foreign currency exchange translations to the extent applicable. For a reconciliation of organic (LFL) period-over-period, see the table entitled “Reconciliation of Reported Net Revenues to Like-For-Like Net Revenues”.

The Company presents operating income, operating income margin, gross profit, gross margin, effective tax rate, net income, net income margin, net revenues and EPS (diluted) on a non-GAAP basis and specifies that these measures are non-GAAP by using the term “adjusted”. The Company believes these non-GAAP financial measures better enable management and investors to analyze and compare operating performance from period to period. In calculating adjusted operating income, operating income margin, gross profit, gross margin, effective tax rate, net income, net income margin and EPS (diluted), the Company excludes the following items:

- Costs related to acquisition and divestiture activities: The Company excludes acquisition-related costs and acquisition accounting impacts such as those related to transaction costs and costs associated with the revaluation of acquired inventory in connection with business combinations because these costs are unique to each transaction. The nature and amount of such costs vary significantly based on the size and timing of the acquisitions and the maturities of the businesses being acquired. Also, the size, complexity and/or volume of past acquisitions, which often drives the magnitude of such expenses, may not be indicative of the size, complexity and/or volume of any future acquisitions.

- Restructuring and other business realignment costs: The Company excludes costs associated with restructuring and business structure realignment programs to allow for comparable financial results to historical operations and forward-looking guidance. In addition, the nature and amount of such charges vary significantly based on the size and timing of the programs. By excluding the above referenced expenses from the non-GAAP financial measures, management is able to evaluate the Company's ability to utilize existing assets and estimate their long-term value. Furthermore, management believes that the adjustment of these items supplement the GAAP information with a measure that can be used to assess the sustainability of the Company's operating performance.
- Asset impairment charges: The Company excludes the impact of asset impairments as such non-cash amounts are inconsistent in amount and frequency and are significantly impacted by the timing and/or size of acquisitions. Our management believes that the adjustment of these items supplement the GAAP information with a measure that can be used to assess the sustainability of our operating performance.
- Gain on sale of business: The Company excludes the impact of the Gain on sale of business as such amounts are inconsistent in amount and frequency and are significantly impacted by the size of divestitures. Our management believes that the adjustment of these items supplements the GAAP information with a measure that can be used to assess the sustainability of our operating performance.
- Amortization expense: The Company excludes the impact of amortization of finite-lived intangible assets, as such non-cash amounts are inconsistent in amount and frequency and are significantly impacted by the timing and/or size of acquisitions. Management believes that the adjustment of these items supplement the GAAP information with a measure that can be used to assess the sustainability of the Company's operating performance. Although the Company excludes amortization of intangible assets from the non-GAAP expenses, management believes that it is important for investors to understand that such intangible assets contribute to revenue generation. Amortization of intangible assets that relate to past acquisitions will recur in future periods until such intangible assets have been fully amortized. Any future acquisitions may result in the amortization of additional intangible assets.
- Other expense: The Company excludes the impact of costs incurred for legal and advisory services rendered in connection with the evaluation of the tender offer initiated by certain of our shareholders. Our management believes these costs do not reflect our underlying ongoing business, and the adjustment of such costs helps investors and others compare and analyze performance from period to period. We have also excluded the impact of pension curtailment (gains) and losses and pension settlements as such events are triggered by our restructuring and other business realignment activities and the amount of such charges vary significantly based on the size and timing of the programs.
- Noncontrolling interest: This adjustment represents the after-tax impact of the non-GAAP adjustments included in Net income attributable to noncontrolling interests based on the relevant non-controlling interest percentage.
- Tax: This adjustment represents the impact of the tax effect of the pretax items excluded from Adjusted net income. The tax impact of the non-GAAP adjustments is based on the tax rates related to the jurisdiction in which the adjusted items are received or incurred.

The estimated supply chain impact to adjusted operating income in the prior year only includes the direct impact on net revenues and the associated impact on cost of sales, while the Company assumed no impact from any other operating expenses.

The Company has provided a quantitative reconciliation of the difference between the non-GAAP financial measures and the financial measures calculated and reported in accordance with GAAP. For a reconciliation of adjusted gross profit to gross profit, adjusted EPS (diluted) to EPS (diluted), and adjusted net revenues to net revenues, see the table entitled "Reconciliation of Reported to Adjusted Results for the Consolidated Statements of Operations." For a reconciliation of adjusted operating income to operating income and adjusted operating income margin to operating income margin, see the tables entitled "Reconciliation of Reported Operating Income (Loss) to Adjusted Operating Income" and "Reconciliation of Reported Operating Income (Loss) to Adjusted Operating

Income by Segment." For a reconciliation of adjusted effective tax rate to effective tax rate, see the table entitled "Reconciliation of Reported Income (Loss) Before Income Taxes and Effective Tax Rates to Adjusted Income Before Income Taxes and Adjusted Effective Tax Rates." For a reconciliation of adjusted net income and adjusted net income margin to net income (loss), see the table entitled "Reconciliation of Reported Net Income (Loss) to Adjusted Net Income."

The Company also presents free cash flow, adjusted earnings before interest, taxes, depreciation and amortization ("EBITDA"), net debt and immediate liquidity. Management believes that these measures are useful for investors because it provides them with an important perspective on the cash available for debt repayment and other strategic measures and provides them with the same measures that management uses as the basis for making resource allocation decisions. Free cash flow is defined as net cash provided by operating activities, less capital expenditures, adjusted EBITDA is defined as adjusted operating income less depreciation and net debt is defined as total debt less cash and cash equivalents. For a reconciliation of Free Cash Flow, see the table entitled "Reconciliation of Net Cash Provided by Operating Activities to Free Cash Flow," for adjusted EBITDA, see the table entitled "Reconciliation of Adjusted Operating Income to Adjusted EBITDA" and for net debt, see the table entitled "Reconciliation of Total Debt to Net Debt." Further, our immediate liquidity is defined as the sum of available cash and cash equivalents and available borrowings under our Revolving Credit Facility (please see table "Immediate Liquidity").

These non-GAAP measures should not be considered in isolation, or as a substitute for, or superior to, financial measures calculated in accordance with GAAP.

To the extent that the Company provides guidance, it does so only on a non-GAAP basis and does not provide reconciliations of such forward-looking non-GAAP measures to GAAP due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliation, including adjustments that could be made for restructuring, integration and acquisition-related expenses, amortization expenses, adjustments to inventory, and other charges reflected in our reconciliation of historic numbers, the amount of which, based on historical experience, could be significant.

COTY INC.
SUPPLEMENTAL SCHEDULES INCLUDING NON-GAAP FINANCIAL MEASURES

COTY INC. & SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

(in millions, except per share data)	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019	Nine Months Ended March 31, 2020	Nine Months Ended March 31, 2019
Net revenues	**$1,528.0**	**$1,990.6**	**$5,815.8**	**$6,533.1**
Cost of sales	617.1	741.2	2,214.8	2,507.0
as % of Net revenues	*40.4%*	*37.2%*	*38.1%*	*38.4%*
Gross profit	**910.9**	**1,249.4**	**3,601.0**	**4,026.1**
Gross margin	*59.6%*	*62.8%*	*61.9%*	*61.6%*
Selling, general and administrative expenses	999.1	1,070.5	3,274.3	3,476.8
as % of Net revenues	*65.4%*	*53.8%*	*56.3%*	*53.2%*
Gain on sale of business	—	—	(84.5)	—
Amortization expense	87.6	86.7	248.7	267.7
Restructuring costs	(6.7)	6.7	134.2	43.7
Acquisition and divestiture-related costs	49.3	—	85.3	—
Asset impairment charges	40.4	—	40.4	977.7
Operating (loss) income	**(258.8)**	**85.5**	**(97.4)**	**(739.8)**
as % of Net revenues	*(16.9)%*	*4.3%*	*(1.7)%*	*(11.3)%*
Interest expense, net	73.6	72.0	222.1	204.4
Other expense, net	0.5	17.5	4.0	25.0
Loss before income taxes	**(332.9)**	**(4.0)**	**(323.5)**	**(969.2)**
as % of Net revenues	*(21.8)%*	*(0.2)%*	*(5.6)%*	*(14.8)%*
(Benefit) provision for income taxes	(68.5)	—	(99.0)	0.9
Net loss	**(264.4)**	**(4.0)**	**(224.5)**	**(970.1)**
as % of Net revenues	*(17.3)%*	*(0.2)%*	*(3.9)%*	*(14.8)%*
Net income attributable to noncontrolling interests	6.2	2.3	9.5	4.1
Net income attributable to redeemable noncontrolling interests	1.0	5.8	6.4	10.6
Net loss attributable to Coty Inc.	**$ (271.6)**	**$ (12.1)**	**$ (240.4)**	**$ (984.8)**
as % of Net revenues	*(17.8)%*	*(0.6)%*	*(4.1)%*	*(15.1)%*
Net loss attributable to Coty Inc. per common share:				
Basic	$ (0.36)	$ (0.02)	$ (0.32)	$ (1.31)
Diluted	$ (0.36)	$ (0.02)	$ (0.32)	$ (1.31)
Weighted-average common shares outstanding:				
Basic	760.8	751.4	757.7	751.1
Diluted	760.8	751.4	757.7	751.1

COTY INC.
SUPPLEMENTAL SCHEDULES INCLUDING NON-GAAP FINANCIAL MEASURES

RECONCILIATION OF REPORTED TO ADJUSTED RESULTS FOR THE CONSOLIDATED STATEMENTS OF OPERATIONS

These supplemental schedules provide adjusted Non-GAAP financial information and a quantitative reconciliation of the difference between the Non-GAAP financial measure and the financial measure calculated and reported in accordance with GAAP.

	Three Months Ended March 31, 2020				
(in millions)	Reported (GAAP)	Adjustments[a]	Adjusted (Non-GAAP)	Foreign Currency Translation	Adjusted Results at Constant
Net revenues	**$1,528.0**	**—**	**$ 1,528.0**	**$ 42.9**	**$1,570.9**
Gross profit	**910.9**	**11.2**	**922.1**	**24.3**	**946.4**
Gross margin	*59.6%*		*60.3%*		*60.2%*
Operating income	**(258.8)**	**258.9**	**0.1**	**3.1**	**3.2**
as % of Net revenues	*(16.9)%*		*— %*		*0.2%*
Net (loss) income attributable to Coty Inc.	**$ (271.6)**	**$ 209.9**	**$ (61.7)**		
as % of Net revenues	*(17.8)%*		*(4.0)%*		
EPS (diluted)	**$ (0.36)**		**$ (0.08)**		

	Three Months Ended March 31, 2019		
(in millions)	Reported (GAAP)	Adjustments[a]	Adjusted (Non-GAAP)
Net revenues	**$1,990.6**	**—**	**$ 1,990.6**
Gross profit	**1,249.4**	**2.2**	**1,251.6**
Gross margin	*62.8%*		*62.9%*
Operating (loss) income	**85.5**	**144.0**	**229.5**
as % of Net revenues	*4.3%*		*11.5%*
Net (loss) income attributable to Coty Inc.	**$ (12.1)**	**$ 113.7**	**$ 101.6**
as % of Net revenues	*(0.6)%*		*5.1%*
EPS (diluted)	**$ (0.02)**		**$ 0.13**

(a) See "Reconciliation of Reported Operating Income (Loss) to Adjusted Operated Income" and "Reconciliation of Reported Net Income (Loss) to Adjusted Net Income" for a detailed description of adjusted items.

(in millions)	Nine Months Ended March 31, 2020				
	Reported (GAAP)	Adjustments[a]	Adjusted (Non-GAAP)	Foreign Currency Translation	Adjusted Results at Constant
Net revenues	**$5,815.8**	**$ —**	**$ 5,815.8**	**$ 130.0**	**$5,945.8**
Gross profit	**3,601.0**	**11.2**	**3,612.2**	**79.8**	**3,692.0**
Gross margin	*61.9%*		*62.1%*		*62.1%*
Operating income	**(97.4)**	**577.2**	**479.8**	**15.8**	**495.6**
as % of Net revenues	*(1.7)%*		*8.2%*		*8.3%*
Net income attributable to Coty Inc.	**$ (240.4)**	**$ 434.4**	**$ 194.0**		
as % of Net revenues	*(4.1)%*		*3.3%*		
EPS (diluted)	**$ (0.32)**		**$ 0.25**		

(in millions)	Nine Months Ended March 31, 2019		
	Reported (GAAP)	Adjustments[a]	Adjusted (Non-GAAP)
Net revenues	**$6,533.1**	**$ —**	**$ 6,533.1**
Gross profit	**4,026.1**	**12.0**	**4,038.1**
Gross margin	*61.6%*		*61.8%*
Operating (loss) income	**(739.8)**	**1,432.4**	**692.6**
as % of Net revenues	*(11.3)%*		*10.6%*
Net (loss) income attributable to Coty Inc.	**$ (984.8)**	**$ 1,348.8**	**$ 364.0**
as % of Net revenues	*(15.1)%*		*5.6%*
EPS (diluted)	**$ (1.31)**		**$ 0.48**

(a) See “Reconciliation of Reported Operating Income (Loss) to Adjusted Operated Income” and “Reconciliation of Reported Net Income (Loss) to Adjusted Net Income” for a detailed description of adjusted items.

RECONCILIATION OF REPORTED OPERATING INCOME (LOSS) TO ADJUSTED OPERATING INCOME

(in millions)	Three Months Ended March 31, 2020	2019	Change	Nine Months Ended March 31, 2020	2019	Change
Reported Operating Income (Loss)	**$(258.8)**	**$ 85.5**	**<(100%)**	**$ (97.4)**	**$ (739.8)**	**87%**
% of Net revenues	*(16.9)%*	*4.3%*		*(1.7)%*	*(11.3)%*	
Restructuring and other business realignment costs (a)	81.6	57.3	42%	287.3	187.0	54%
Amortization expense (b)	87.6	86.7	1%	248.7	267.7	(7)%
Costs related to acquisition and divestiture activities (c)	49.3	—	N/A	85.3	—	N/A
Gain on sale of business (d)	—	—	N/A	(84.5)	—	N/A
Asset impairment charges (e)	40.4	—	N/A	40.4	977.7	(96)%
Total adjustments to Reported Operating Income	$ 258.9	$144.0	80%	$577.2	$1,432.4	(60)%
Adjusted Operating Income	**$ 0.1**	**$229.5**	**(100)%**	**$479.8**	**$ 692.6**	**(31)%**
% of Net revenues	*— %*	*11.5%*		*8.2%*	*10.6%*	

(a) In the three months ended March 31, 2020, we incurred restructuring and other business structure realignment costs of $81.6. We incurred Restructuring savings of $(6.7) primarily related to changes in estimate in our restructuring plans, partially offset by additional costs related to the Turnaround Plan, included in the Condensed Consolidated Statements of Operations. We incurred business structure realignment costs of $88.3 primarily related to the Turnaround Plan and certain other programs. This amount includes $77.1 reported in selling, general and administrative expenses and $11.2 reported in cost of sales in the Condensed Consolidated Statement of Operations. In the three months ended March 31, 2019, we incurred restructuring and other business structure realignment costs of $57.3. We incurred Restructuring costs of $6.7 primarily related to our Global Integration Activities, included in the Condensed Consolidated Statements of Operations. We incurred business structure realignment costs of $50.6 primarily related to our Global Integration Activities and certain other programs. This amount includes $48.4 reported in selling, general and administrative expenses and $2.2 reported in cost of sales in the Condensed Consolidated Statements of Operations, primarily due to costs incurred for the realignment of the business due to the P&G Beauty Business.

In the nine months ended March 31, 2020, we incurred restructuring and other business structure realignment costs of $287.3. We incurred Restructuring costs of $134.2 primarily related to the Turnaround Plan, included in the Condensed Consolidated Statements of Operations. We incurred business structure realignment costs of $153.1 primarily related to the Turnaround Plan and certain other programs. This amount includes $141.9 reported in selling, general and administrative expenses and $11.2 reported in cost of sales in the Condensed Consolidated Statement of Operations. In the nine months ended March 31, 2019, we incurred restructuring and other business structure realignment costs of $187.0. We incurred Restructuring costs of $43.7 primarily related to Global Integration Activities and 2018 Restructuring Actions, included in the Condensed Consolidated Statements of Operations. We incurred business structure realignment costs of $143.3 primarily related to our Global Integration Activities and certain other programs. Of this amount $131.3 is included in selling, general and administrative expenses and $12.0 is included in cost of sales, primarily due to costs incurred for the realignment of the business due to the P&G Beauty Business.

(b) In the three months ended March 31, 2020, amortization expense increased to $87.6 from $86.7 in the three months ended March 31, 2019. In the three months ended March 31, 2020, amortization expense of $29.7, $33.6, $7.1, $17.2, and $0.0 was reported in the Americas, EMEA, Asia Pacific, Professional Beauty and Other segments, respectively. In three months ended March 31, 2019, amortization expense of $20.0, $34.6, $6.9, $16.7, and $8.5 was reported in the Americas, EMEA, Asia Pacific, Professional Beauty, and Other segments, respectively.

In the nine months ended March 31, 2020, amortization expense decreased to $248.7 from $267.7 in the nine months ended March 31, 2019. In the nine months ended March 31, 2020, amortization expense of $66.8, $101.8, $21.2, and $51.5 and $7.4 was reported in the Americas, EMEA, Asia Pacific, Professional Beauty, and Other segments, respectively. In the nine months ended March 31, 2019, amortization expense of $61.8, $106.2, $20.9, $52.7, and $26.1 was reported in the Americas, EMEA, Asia Pacific, Professional Beauty, and Other segments, respectively.

(c) In the three months ended March 31, 2020 we incurred $49.3 of costs related to acquisition and divestiture activities. These costs were partially driven by consulting and legal fees associated with the King Kylie purchase agreement, as well as consulting and legal fees associated with the process to explore strategic alternatives, including divestment, of the Professional Beauty business including associated retail hair brands, as well as the Company's Brazilian operations. In the three months ended March 31, 2019 there were no acquisition related charges incurred.

In the nine months ended March 31, 2020, we incurred $85.3 of cost relating to consulting and legal fees associated with the King Kylie purchase agreement, as well as consulting and legal fees associated with the process to explore strategic alternatives, including divestment, of the Professional Beauty business including associated retail hair brands, as well as the Company's Brazilian operations. In the nine months ended March 31, 2019, there were no acquisition and divestiture related charges incurred.

(d) In the three months ended March 31, 2020 and in three months ended March 31, 2019, we did not divest any business.

In the nine months ended March 31, 2020, we completed the divestiture of Younique resulting in income of $84.5 included in Gain on sale of business in the Condensed Consolidated Statements of Operations. In nine months ended March 31, 2019, we did not divest any business.

(e) In the three months ended March 31, 2020 and in three months ended March 31, 2019 , we incurred asset impairment charges of $40.4 in Corporate, relating to indefinite-lived other intangible assets (related to the CoverGirl, Max Factor and Bourjois trademarks).

In the nine months ended March 31, 2020, we did not incur any asset impairment charges. In the nine months ended March 31, 2019, we incurred $977.7 of asset impairment charges primarily due to $832.5 related to goodwill, $90.8 related to indefinite-lived other intangible assets (mainly related to the CoverGirl and Clairol trademarks) and $7.0 related to finite-lived other intangible assets. Additionally, the Company identified indicators of impairment related to the philosophy trademark that is part of the Prestige Skin Care reporting unit and recorded an asset impairment charge of $22.8 and a $12.6 charge in the first quarter due to an acquired trademark associated with a terminated pre-existing license as a result of the acquisition. The Company also fully impaired a Corporate equity security investment and recorded an asset impairment charge of $12.0.

RECONCILIATION OF REPORTED INCOME (LOSS) BEFORE INCOME TAXES AND EFFECTIVE TAX RATES TO ADJUSTED INCOME BEFORE INCOME TAXES AND ADJUSTED EFFECTIVE TAX RATES

	Three Months Ended March 31, 2020			Three Months Ended March 31, 2019		
(in millions)	(Loss) Income Before Income Taxes	(Benefit) Provision for Taxes	Effective Tax Rate	(Loss) Income Before Income Taxes	Provision for Taxes	Effective Tax Rate
Reported (Loss) Income Before Taxes	**$ (332.9)**	**$ (68.5)**	**20.6%**	**$ (4.0)**	**$ —**	**— %**
Adjustments to reported operating income [a] [b]	258.9	52.1		144.0	38.6	
Other Adjustments [b] [c]	—	—		12.7	0.8	
Adjusted (Loss) Income Before Taxes	**$ (74.0)**	**$ (16.4)**	**22.2%**	**$ 152.7**	**$ 39.4**	**25.8%**

(a) See a description of adjustments under "Reconciliation of Reported Operating Income (Loss) to Adjusted Operating Income".

(b) The tax effects of each of the items included in adjusted income are calculated in a manner that results in a corresponding income tax benefit/provision for adjusted income. In preparing the calculation, each adjustment to reported income is first analyzed to determine if the adjustment has an income tax consequence. The benefit/provision for taxes is then calculated based on the jurisdiction in which the adjusted items are incurred, multiplied by the respective statutory rates and offset by the increase or reversal of any valuation allowances commensurate with the non–GAAP measure of profitability.

The adjusted effective tax rate was 22.2% for the three months ended March 31, 2020 compared to 25.8% for the three months ended March 31, 2019. The differences were primarily due to the jurisdictional mix of income.

	Nine Months Ended March 31, 2020			Nine Months Ended March 31, 2019		
(in millions)	(Loss) Income Before Income Taxes	(Benefit) Provision for Taxes	Effective Tax Rate	(Loss) Income Before Income Taxes	Provision for Taxes	Effective Tax Rate
Reported (Loss) Income Before Taxes	**$(323.5)**	**$ (99.0)**	**30.6%**	**$ (969.2)**	**$ 0.9**	**(0.1)%**
Gain on sale of business adjustment [a][b]	(84.5)	4.8		—	—	
Adjustments to reported operating income [a] [b]	661.7	138.1		1,432.4	84.5	
Other Adjustments [b] [c]	—	—		12.7	0.8	
Adjusted Income Before Taxes	**$ 253.7**	**$ 43.9**	**17.3%**	**$ 475.9**	**$ 86.2**	**18.1%**

(a) See a description of adjustments under "Reconciliation of Reported Operating Income (Loss) to Adjusted Operating Income".

(b) The tax effects of each of the items included in adjusted income are calculated in a manner that results in a corresponding income tax expense/provision for adjusted income. In preparing the calculation, each adjustment to reported income is first analyzed to determine if the adjustment has an income tax consequence. The provision for taxes is then calculated based on the jurisdiction in which the adjusted items are incurred, multiplied by the respective statutory rates and offset by the increase or reversal of any valuation allowances commensurate with the non-GAAP measure of profitability.

The adjusted effective tax rate was 17.3% for the nine months ended March 31, 2020 compared to 18.1% for the nine months ended March 31, 2019. The differences were primarily due to the jurisdictional mix of income.

RECONCILIATION OF REPORTED NET INCOME (LOSS) TO ADJUSTED NET INCOME

(in millions)	Three Months Ended March 31, 2020	2019	Change	Nine Months Ended March 31, 2020	2019	Change
Reported Net (Loss) Income Attributable to Coty Inc.	**$(271.6)**	**$ (12.1)**	**<(100%)**	**$(240.4)**	**$ (984.8)**	**76%**
% of Net revenues	*(17.8)%*	*(0.6)%*		*(4.1)%*	*(15.1)%*	
Adjustments to Reported Operating Income [a]	258.9	144.0	80%	577.2	1,432.4	(60)%
Adjustments to Other Expense [b]	—	12.7	N/A	—	12.7	(100)%
Adjustments to noncontrolling interests [b]	3.1	(3.6)	>100%	0.1	(11.0)	>100%
Change in tax provision due to adjustments to Reported Net Income Attributable to Coty Inc.	(52.1)	(39.4)	(32)%	(142.9)	(85.3)	(68)%
Adjusted Net Income Attributable to Coty Inc.	**$ (61.7)**	**$101.6**	**<(100%)**	**$ 194.0**	**$ 364.0**	**(47)%**
% of Net revenues	*(4.0)%*	*5.1%*		*3.3%*	*5.6%*	
Per Share Data						
Adjusted weighted-average common shares						
Basic	760.8	751.4		757.7	751.1	
Diluted	760.8	753.9		762.1	753.0	
Adjusted Net Income Attributable to Coty Inc. per Common Share						
Basic	$ (0.08)	$ 0.14		$ 0.26	$ 0.48	
Diluted	$ (0.08)	$ 0.13		$ 0.25	$ 0.48	

(a) See a description of adjustments under "Reconciliation of Reported Operating Income (Loss) toAdjusted Operating Income".

(b) The amounts represent the impact of non-GAAP adjustments to Net income attributable to noncontrolling interest related to the Company's majority-owned consolidated subsidiaries. The amounts are based on the relevant noncontrolling interest's percentage ownership in the related subsidiary, for which the non-GAAP adjustments were made.

RECONCILIATION OF NET CASH PROVIDED BY OPERATING ACTIVITIES TO FREE CASH FLOW

(in millions)	Three Months Ended March 31, 2020	2019	Nine Months Ended March 31, 2020	2019
Net cash provided by operating activities	**$ (257.5)**	**$ 213.7**	**$ 204.5**	**$ 451.4**
Capital expenditures	(61.4)	(71.6)	(206.4)	(330.9)
Free cash flow	**$ (318.9)**	**$ 142.1**	**$ (1.9)**	**$ 120.5**

RECONCILIATION OF TOTAL DEBT TO NET DEBT

(in millions)	March 31, 2020
Total debt	$ 9,425.9
Cash and cash equivalents	1,278.5
Net debt	**$ 8,147.4**

IMMEDIATE LIQUIDITY

(in millions)	As of March 31, 2020
Cash and cash equivalents	$ 1,278.5
Unutilized revolving credit facility	11.2
Immediate Liquidity	1,289.7

RECONCILIATION OF ADJUSTED OPERATING INCOME TO ADJUSTED EBITDA

(in millions)	Twelve Months Ended March 31, 2020
Adjusted operating income[a]	$ 736.7
Depreciation [b]	381.7
Pension Adjustment [c]	3.0
Adjusted EBITDA	**1,121.4**

a Adjusted operating income for the twelve months ended March 31, 2020 represents the summation of the adjusted operating income for each of the three months ended June 30, 2019, September 30, 2019, December 31, 2019 and March 31, 2020. For a reconciliation of adjusted operating income to operating income for each of those periods, see the tables entitled “Reconciliation of Reported Operating Income to Adjusted Operating Income” and “Reconciliation of Reported Operating Income toAdjusted Operating Income by Segment” for each of those periods.

b The depreciation adjustment for the twelve months ended March 31, 2020 represents the summation of depreciation expense for each of the three months ended June 30, 2019, September 30, 2019, December 31, 2019 and March 31, 2020, as adjusted by $0.0, $0.2, $7.8 and $9.1 respectively, for accelerated depreciation. The accelerated depreciation for the three months ended March 31, 2020 reflects the useful life modifications on assets impacted by Turnaround Plan activities.

c The pension expense adjustment for the twelve months ended March 31, 2020 represents the summation of the non-service cost components of net periodic pension cost for each of the three months ended June 30, 2019, September 30, 2019, December 31, 2019 and March 31, 2020.

NET DEBT/ADJUSTED EBITDA

	March 31, 2020
Net Debt	**8,147.4**
EBITDA	**1,121.4**
Net Debt/Adjusted EBITDA	**7.27**

NET REVENUES AND ADJUSTED OPERATING INCOME BY SEGMENT

	Three Months Ended March 31,							
	Net Revenues		Change		Reported Operating Income		Adjusted Operating Income	
(in millions)	2020	2019	Reported Basis	Constant Currency	2020	Change	2020	Change
Americas	$ 492.6	$ 581.6	(15)%	(12)%	$ (16.8)	<(100%)	$ 12.9	(77)%
EMEA	550.6	705.6	(22)%	(20)%	(47.4)	<(100%)	(13.8)	<(100%)
Asia Pacific	124.7	197.7	(37)%	(35)%	(24.7)	<(100%)	(17.6)	<(100%)
Professional	360.1	419.0	(14)%	(12)%	2.1	(94)%	19.3	(61)%
Other	—	86.7	(100)%	(100)%	—	100 %	—	(100)%
Corporate	—	—	— %	— %	(172.0)	<(100%)	(0.7)	<(100%)
Total	**$ 1,528.0**	**$ 1,990.6**	**(23)%**	**(21)%**	**$(258.8)**	**<(100%)**	**$ 0.1**	**(100)%**

	Nine Months Ended March 31,							
	Net Revenues		Change		Reported Operating Income		Adjusted Operating Income	
(in millions)	2020	2019	Reported Basis	Constant Currency	2020	Change	2020	Change
Americas	$ 1,689.0	$ 1,897.4	(11)%	(9)%	$ 20.0	>100%	$ 86.8	(52)%
EMEA	2,229.7	2,406.0	(7)%	(5)%	108.8	>100%	210.6	(22)%
Asia Pacific	537.5	606.5	(11)%	(9)%	3.0	>100%	24.2	(62)%
Professional	1,304.1	1,348.6	(3)%	(1)%	112.4	1%	163.9	— %
Other	55.5	274.6	(80)%	(80)%	(11.0)	— %	(3.6)	<(100%)
Corporate	—	—	— %	— %	(330.6)	(7)%	(2.1)	<(100%)
Total	**$ 5,815.8**	**$ 6,533.1**	**(11)%**	**(9)%**	**$ (97.4)**	**87%**	**$479.8**	**(31)%**

RECONCILIATION OF REPORTED OPERATING INCOME (LOSS) TO ADJUSTED OPERATING INCOME BY SEGMENT

	Three Months Ended March 31, 2020				
(in millions)	Reported (GAAP)	Adjustments [a]	Adjusted (Non-GAAP)	Foreign Currency Translation	Adjusted Results at Constant Currency
OPERATING INCOME (LOSS)					
Americas	$ (16.8)	$ (29.7)	$ 12.9	$ 1.9	$ 14.8
EMEA	(47.4)	(33.6)	(13.8)	0.5	(13.3)
Asia Pacific	(24.7)	(7.1)	(17.6)	0.4	(17.2)
Professional Beauty	2.1	(17.2)	19.3	0.2	19.5
Other	—	—	—	0.1	0.1
Corporate	(172.0)	(171.3)	(0.7)	—	(0.7)
Total	$(258.8)	$ (258.9)	$ 0.1	$ 3.1	$ 3.2
OPERATING MARGIN					
Americas	(3.4)%		2.6%		2.9%
EMEA	(8.6)%		(2.5)%		(2.4)%
Asia Pacific	(19.8)%		(14.1)%		(13.3)%
Professional Beauty	0.6%		5.4%		5.3%
Other	N/A		N/A		N/A
Corporate	N/A		N/A		N/A
Total	(16.9)%		— %		0.2%

	Three Months Ended March 31, 2019		
(in millions)	Reported (GAAP)	Adjustments (a)	Adjusted (Non-GAAP)
OPERATING (LOSS) INCOME			
Americas	$ 36.4	$ (20.0)	$ 56.4
EMEA	53.8	(34.5)	$ 88.3
Asia Pacific	22.4	(6.8)	$ 29.2
Professional Beauty	33.0	(16.7)	$ 49.7
Other	(2.9)	(8.5)	$ 5.6
Corporate	(57.2)	(57.5)	0.3
Total	$ 85.5	$ (144.0)	$ 229.5
OPERATING MARGIN			
Americas	6.3%		9.7%
EMEA	7.6%		12.5%
Asia Pacific	11.3%		14.8%
Professional Beauty	7.9%		11.9%
Other	(3.3)%		6.5%
Corporate	N/A		N/A
Total	4.3%		11.5%

(a) See “Reconciliation of Reported Operating Income (Loss) to Adjusted Operated Income” for a detailed description of adjusted items.

(in millions)	Nine Months Ended March 31, 2020 Reported (GAAP)	Adjustments [a]	Adjusted (Non-GAAP)	Foreign Currency Translation	Adjusted Results at Constant Currency
OPERATING INCOME (LOSS)					
Americas	$ 20.0	$ (66.8)	$ 86.8	$ 2.5	$ 89.3
EMEA	108.8	(101.8)	210.6	10.4	221.0
Asia Pacific	3.0	(21.2)	24.2	1.3	25.5
Professional Beauty	112.4	(51.5)	163.9	1.6	165.5
Other	(11.0)	(7.4)	(3.6)	—	(3.6)
Corporate	(330.6)	(328.5)	(2.1)	—	(2.1)
Total	$ (97.4)	$ (577.2)	$ 479.8	$ 15.8	$ 495.6
OPERATING MARGIN					
Americas	1.2%		5.1%		5.2%
EMEA	4.9%		9.4%		9.7%
Asia Pacific	0.6%		4.5%		4.7%
Professional Beauty	8.6%		12.6%		12.4%
Other	(19.8)%		(6.5)%		(6.5)%
Corporate	N/A		N/A		N/A
Total	(1.7)%		8.2%		8.3%

(in millions)	Nine Months Ended March 31, 2019 Reported (GAAP)	Adjustments [a]	Adjusted (Non-GAAP)
OPERATING INCOME (LOSS)			
Americas	$(293.3)	$ (472.3)	$ 179.0
EMEA	(207.6)	(477.9)	270.3
Asia Pacific	(29.4)	(93.0)	63.6
Professional Beauty	110.8	(52.7)	163.5
Other	(11.0)	(26.1)	15.1
Corporate	(309.3)	(310.4)	1.1
Total	$(739.8)	$ (1,432.4)	$ 692.6
OPERATING MARGIN			
Americas	(15.5)%		9.4%
EMEA	(8.6)%		11.2%
Asia Pacific	(4.8)%		10.5%
Professional Beauty	8.2%		12.1%
Other	(4.0)%		5.5%
Corporate	N/A		N/A
Total	(11.3)%		10.6%

(a) See “Reconciliation of Reported Operating Income to Adjusted Operated Income” for a detailed description of adjusted items.

RECONCILIATION OF REPORTED NET REVENUES TO LIKE-FOR-LIKE NET REVENUES

	Three Months Ended March 31, 2020 vs. Three Months Ended March 31, 2019 Net Revenue Change			
Net Revenues Change YoY	Reported Basis	Constant Currency	Impact from Acquisition/ Divestiture[1]	Organic (LFL)
Americas	(15)%	(12)%	7%	(19)%
EMEA	(22)%	(20)%	— %	(20)%
Asia Pacific	(37)%	(35)%	— %	(35)%
Professional Beauty	(14)%	(12)%	— %	(12)%
Other	(100)%	(100)%	(100)%	— %
Total Company	(23)%	(21)%	(1)%	(20)%

1 Divestiture reflects the net revenue from the divestiture of Younique in the three months ended March 31, 2019.

	Nine Months Ended March 31, 2020 vs. Nine Months Ended March 31, 2019 Net Revenue Change			
Net Revenues Change YoY	Reported	Constant Currency	Impact from the Acquisition/ Divestiture[1]	Organic (LFL)
Americas	(11)%	(9)%	2%	(11)%
EMEA	(7)%	(5)%	— %	(5)%
Asia Pacific	(11)%	(9)%	— %	(9)%
Professional Beauty	(3)%	(1)%	— %	(1)%
Other	(80)%	(80)%	(48)%	(32)%
Total Company	(11)%	(9)%	(2)%	(7)%

1. Acquisition reflects the net revenue from Kylie in the three months ended March 31, 2020. Divestiture reflects the net revenue from the divestiture of Younique in the month ended September 30, 2019, as compared to the month ended September 30, 2019 and the six months ended March 31, 2019.

COTY INC. & SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(in millions)	March 31, 2020	June 30, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,278.5	$ 340.4
Restricted cash	33.1	40.0
Trade receivables	844.2	1,161.2
Inventories	959.9	1,153.3
Prepaid expenses and other current assets	557.4	577.8
Total current assets	**3,673.1**	**3,272.7**
Property and equipment, net	1,355.9	1,600.6
Goodwill	4,922.1	5,073.8
Other intangible assets, net	7,442.2	7,422.3
Operating lease right-of-use assets[a]	477.1	—
Other noncurrent assets	439.6	296.0
TOTAL ASSETS	**$18,310.0**	**$17,665.4**
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,422.1	$ 1,732.7
Short-term debt and current portion of long-term debt	185.9	193.8
Current operating lease liabilities[a]	104.9	—
Other current liabilities	1,372.9	1,550.6
Total current liabilities	**3,085.8**	**3,477.1**
Long-term debt, net	9,172.0	7,469.9
Long-term operating lease liabilities[a]	429.0	—
Other noncurrent liabilities	1,563.4	1,673.2
Total liabilities	**14,250.2**	**12,620.2**
REDEEMABLE NONCONTROLLING INTERESTS	**98.7**	**451.8**
Total Coty Inc. stockholders' equity	**3,732.2**	**4,586.9**
Noncontrolling interests	**228.9**	**6.5**
Total equity	**3,961.1**	**4,593.4**
TOTAL LIABILITIES, REDEEMABLE NONCONTROLLING INTERESTS AND EQUITY	**$18,310.0**	**$17,665.4**

(a) Reflects the July 1, 2019 modified retrospective adoption ofASU 2016-02, Leases.

COTY INC. & SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(in millions)	Nine Months Ended March 31, 2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (224.5)	$(970.1)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	547.7	550.3
Non-cash lease expense (a)	81.5	—
Deferred income taxes	(150.7)	(57.5)
Share-based compensation	18.1	7.8
Gain on sale of business	(84.5)	—
Asset impairment charges	40.4	977.7
Other	126.4	91.5
Change in operating assets and liabilities, net of effects from purchase of acquired companies and sale of business:		
Trade receivables	206.0	290.1
Inventories	97.2	(59.4)
Accounts payable	(246.0)	(5.3)
Operating lease liabilities (a)	(80.9)	—
Other assets and liabilities, net	(126.2)	(373.7)
Net cash provided by operating activities	**204.5**	**451.4**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(206.4)	(330.9)
Proceeds from sale of business, net of cash disposed (b)	25.6	—
Payment for business combinations and asset acquisitions, net of cash acquired (c)	(592.2)	(40.8)
Proceeds from sale of assets	0.2	0.7
Net cash used in investing activities	**(772.8)**	**(371.0)**
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from debt, net	1,811.5	321.0
Dividend payment	(196.9)	(282.8)
Purchase of remaining mandatorily redeemable noncontrolling interest	(45.0)	—
Other financing activities	(39.8)	(54.9)
Net cash provided by (used in) financing activities	**1,529.8**	**(16.7)**
EFFECT OF EXCHANGE RATES ON CASH, CASH EQUIVALENTS AND RESTRICTED CASH	**(30.3)**	**(5.7)**
NET INCREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	**931.2**	**58.0**
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—Beginning of period	**380.4**	**362.2**
CASH, CASH EQUIVALENTS AND RESTRICTED CASH—End of period	**$1,311.6**	**$ 420.2**

(a) Reflects the July 1, 2019 modified retrospective adoption ofASU 2016-02, Leases.

(b) On August 27, 2019, the Company entered into a Contribution and Redemption Agreement to transfer all of its membership interest in Foundation, LLC (“Foundation”), which held the net assets of Younique, LLC (“Younique”), to an existing noncontrolling interest holder. Consideration received at the Closing Date consisted of $50.0 cash and a secured promissory note with a face value of $27.9.

(C) On January 6, 2020, the Company completed the PurchaseAgreement with King Kylie, LLC. Consideration paid at the Closing Date consisted of $600.0.