

SECOND AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

The parties hereby amend the Class Action Agreement, including the First Amendment thereto (collectively, the "Agreement"), which had been filed in the matter, *Lee v. Buth-Na-Bodhaige*, U.S.D.C. S.D.N.Y. Case No. 16-cv-01104 (the "Federal Action"), as follows:

WHEREAS, Plaintiff, through his counsel, has indicated his intent to seek to have the Federal Action dismissed without prejudice and to re-file those claims in the Circuit Court of the State of Illinois, St. Clair County.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class and The Body Shop, by and through their respective counsel, that,

1. References in the Agreement to "the Court" shall hereafter be construed to refer to the Circuit Court of the State of Illinois, St. Clair County (the "Circuit Court").

2. Section XI of the Agreement is amended such that the Circuit Court will have continuing jurisdiction over the Action for the purpose of implementing the Agreement until the Action and all related matters are fully resolved, and for enforcement of the Agreement and the Final Order thereafter, instead of the United States District Court.

3. The Body Shop shall not raise or plead as affirmative defenses any challenge to Plaintiff's standing, proper venue or the Court's jurisdiction, except that The Body Shop expressly reserves the right to raise and plead those defenses if the Court does not grant approval of the Agreement, and Plaintiff agrees not to challenge such defenses as being waived or untimely. The Body Shop also does not waive, but rather expressly reserves, all rights to challenge class action treatment on any grounds or assert any and all defenses or privileges thereto in the event that the Court does not grant approval of the Agreement.

4. Plaintiff shall seek approval of the Agreement in the Circuit Court, which The Body Shop shall not oppose and shall assist as reasonably necessary.

5. The Parties agree, subject to the Court's approval, that notice of the Agreement has been adequately provided to the Settlement Class Members, and the parties will jointly request that re-notice not be required, except that Plaintiff's Counsel will notify any previous objectors of the time and date of any settlement hearing. If the Circuit Court requires that the Parties provide further notice to the Settlement Class, Plaintiff, upon due notice of the costs of notice and approval thereof, will reimburse The Body Shop for one-half of the costs thereof from any award of attorneys' fees approved by the Circuit Court.

6. Except as amended and/or modified by this Second Amendment, all other terms of the Agreement shall remain in full force and effect.

7. This Second Amendment may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Second Amendment, which shall be binding upon and effective as to all Parties and Settlement Class Members. Signatures that are electronic, scanned, faxed, photographed, photocopied, and/or emailed shall be considered as valid as an original written signature.

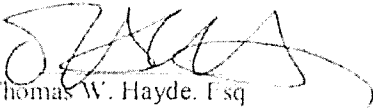
IN WITNESS WHEREOF, the undersigned have duly executed this Second Amendment to the Agreement as of the date indicated below:

PLAINTIFF AND SETTLEMENT CLASS MEMBERS


By: Henry Lee
Henry Lee, Individually and on
behalf of the Settlement Class

Date: 10/13/2017

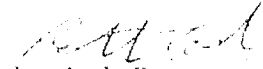
CLASS COUNSEL

By: 
Thomas W. Hayde, Esq.
Spencer Fane LLP

Date: 10/13/17

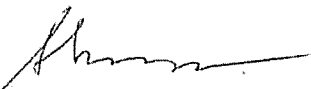
By: 
Joshua C. Dickinson, Esq.
Spencer Fane LLP

Date: 10/16/17

By: 
Robert Lash, Esq.
Hur & Lash, LLP

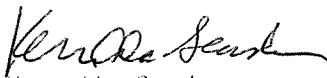
Date: 10/16/17

THE BODY SHOP

By: 
Macarena Silveira
Director and Vice President of Finance Americas

Date: 10/18/2017

COUNSEL FOR THE BODY SHOP

By: 
Kerry Alan Scanlon
McDermott Will & Emery LLP

Date: 10/18/17