

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) FRIDAY, THE 3rd
)
JUSTICE PENNY) DAY OF MARCH, 2023
)

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF REVLON, INC., ALMAY, INC., ART & SCIENCE, LTD., BARI COSMETICS, LTD., BEAUTYGE BRANDS USA, INC., BEAUTYGE I, BEAUTYGE II, LLC, BEAUTYGE U.S.A., INC., BRANDCO ALMAY 2020 LLC, BRANDCO CHARLIE 2020 LLC, BRANDCO CND 2020 LLC, BRANDCO CURVE 2020 LLC, BRANDCO ELIZABETH ARDEN 2020 LLC, BRANDCO GIORGIO BEVERLY HILLS 2020 LLC, BRANDCO HALSTON 2020 LLC, BRANDCO JEAN NATE 2020 LLC, BRANDCO MITCHUM 2020 LLC, BRANDCO MULTICULTURAL GROUP 2020 LLC, BRANDCO PS 2020 LLC, BRANDCO WHITE SHOULDERS 2020 LLC, CHARLES REVSON INC., CREATIVE NAIL DESIGN, INC., CUTEX, INC., DF ENTERPRISES, INC., ELIZABETH ARDEN (CANADA) LIMITED, ELIZABETH ARDEN (FINANCING), INC., ELIZABETH ARDEN (UK) LTD., ELIZABETH ARDEN INVESTMENTS, LLC, ELIZABETH ARDEN NM, LLC, ELIZABETH ARDEN TRAVEL RETAIL, INC., ELIZABETH ARDEN USC, LLC, ELIZABETH ARDEN, INC., FD MANAGEMENT, INC., NORTH AMERICA REVSALÉ INC., OPP PRODUCTS, INC., PPI TWO CORPORATION, RDEN MANAGEMENT, INC., REALISTIC ROUX PROFESSIONAL PRODUCTS INC., REVLON CANADA INC., REVLON CONSUMER PRODUCTS CORPORATION, REVLON DEVELOPMENT CORP., REVLON PROFESSIONAL HOLDING COMPANY LLC, REVLON GOVERNMENT SALES, INC., REVLON INTERNATIONAL CORPORATION, REVLON (PUERTO RICO) INC., RIROS CORPORATION, RIROS GROUP INC., RML, LLC, ROUX LABORATORIES, INC., ROUX PROPERTIES JACKSONVILLE, LLC, AND SINFULCOLORS INC.

APPLICATION OF REVLON, INC. UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

**RECOGNITION ORDER
(Disclosure Statement Order and Related Relief)**

THIS MOTION, made by, Revlon, Inc., in its capacity as the foreign representative (the “**Foreign Representative**”) of Revlon, Inc., Almay, Inc., Art & Science, Ltd., Bari Cosmetics,

Ltd., Beautyge Brands USA, Inc., Beautyge I, Beautyge II, LLC, Beautyge U.S.A., Inc., Brandco Almay 2020 LLC, Brandco Charlie 2020 LLC, Brandco CND 2020 LLC, Brandco Curve 2020 LLC, Brandco Elizabeth Arden 2020 LLC, Brandco Giorgio Beverly Hills 2020 LLC, Brandco Halston 2020 LLC, Brandco Jean Nate 2020 LLC, Brandco Mitchum 2020 LLC, Brandco Multicultural Group 2020 LLC, Brandco Ps 2020 LLC, Brandco White Shoulders 2020 LLC, Charles Revson Inc., Creative Nail Design, Inc., Cutex, Inc., DF Enterprises, Inc., Elizabeth Arden (Canada) Limited, Elizabeth Arden (Financing), Inc., Elizabeth Arden (UK) Ltd., Elizabeth Arden Investments, LLC, Elizabeth Arden NM, LLC, Elizabeth Arden Travel Retail, Inc., Elizabeth Arden USC, LLC, Elizabeth Arden, Inc., FD Management, Inc., North America Revsale Inc., OPP Products, Inc., PPI Two Corporation, RDEN Management, Inc., Realistic Roux Professional Products Inc., Revlon Canada Inc., Revlon Consumer Products Corporation, Revlon Development Corp., Revlon Professional Holding Company LLC, Revlon Government Sales, Inc., Revlon International Corporation, Revlon (Puerto Rico) Inc., Riros Corporation, Riros Group Inc., RML, LLC, Roux Laboratories, Inc., Roux Properties Jacksonville, LLC, And Sinfulcolors Inc. (collectively, the “**Chapter 11 Debtors**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order among other things, recognizing and giving effect to the Disclosure Statement Order (as defined herein) granted by the United States Bankruptcy Court for the District for the Southern District of New York (the “**U.S. Bankruptcy Court**”), made in the cases commenced by the Chapter 11 Debtors pursuant to Chapter 11 of the United States Bankruptcy Code (the “**Chapter 11 Cases**”), was heard this day by judicial videoconference via Zoom at Toronto, Ontario.

ON READING the Notice of Motion, the Fourth Affidavit of Robert M. Caruso affirmed February 24, 2023, and the Third Report of KSV Restructuring Inc., in its capacity as information officer (the “**Information Officer**”), dated February 27, 2023, filed.

AND UPON HEARING the submissions of counsel for the Foreign Representative, counsel to the Information Officer and those other parties present, no one else appearing although duly served as appears from the affidavit of service of Marleigh Dick affirmed February 24, 2023:

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined herein have the meaning given to them in the Supplemental Order (Foreign Main Proceeding) made in these proceedings on dated June 20, 2022 (the “**Supplemental Order**”).

RECOGNITION OF FOREIGN ORDER

3. **THIS COURT ORDERS** that the following orders of the U.S. Bankruptcy Court made in the Chapter 11 Cases are hereby recognized and given full force and effect in all provinces and territories of Canada pursuant to section 49 of the CCAA:

- (a) *Order Approving (I) the Adequacy of the Disclosure Statement, (II) Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) the Form of Ballots and Notices in Connection Therewith, and (IV) the Scheduling of Certain Dates with Respect Thereto* (the “**Disclosure Statement Order**”, a copy of which is attached as Schedule “A” hereto);
- (b) *Order (I) Authorizing the (A) Debtors’ Entry into the Backstop Commitment Agreement, (B) Debtors’ Entry into the Debt Commitment Letter, and (C) Debtors to Perform All Obligations under the Backstop Commitment Agreement and the Debt Commitment Letter, and (D) Incurrence, Payment, and Allowance of Related Premiums, Fees, Costs, and Expenses as Administrative Expense Claims, (II) Approving the Rights Offering Procedures and Related Materials, and (III) Granting Related Relief* (the “**Backstop Commitment Order**”, a copy of which is attached as Schedule “B” hereto); and

- (c) *Amended Order Granting Debtors' First Omnibus Objection to Amended Claims, Exact Duplicate Claims, Cross-Debtor Duplicate Claims, Substantively Duplicative Bondholder Claims, Substantively Duplicative Claims, No Liability Equity Claims, and No Liability Claims* (the "**Omnibus Claims Objection Order**", a copy of which is attached as Schedule "C" hereto);

provided, however, that in the event of any conflict between the terms of the Disclosure Statement Order and the Orders of this Court made in the within proceedings, the Orders of this Court shall govern with respect to Property situated in Canada.

GENERAL

4. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States of America, to give effect to this Order and to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Chapter 11 Debtors, the Foreign Representative and the Information Officer, the latter as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Chapter 11 Debtors, the Foreign Representative, the Information Officer, and their respective counsel and agents in carrying out the terms of this Order.

5. **THIS COURT ORDERS** that each of the Chapter 11 Debtors, the Foreign Representative and the Information Officer be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that this Order shall be effective as of 12:01 a.m. Eastern Standard Time on the date of this order.



SCHEDULE "A"

DISCLOSURE STATEMENT ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
)	
REVLON, INC., <i>et al.</i> , ¹	)	Case No. 22-10760 (DSJ)
)	
Debtors.	)	(Jointly Administered)
)	

**ORDER APPROVING (I) THE ADEQUACY OF THE DISCLOSURE STATEMENT,
(II) SOLICITATION AND VOTING PROCEDURES WITH RESPECT TO
CONFIRMATION OF THE PLAN, (III) THE FORM OF BALLOTS AND NOTICES IN
CONNECTION THEREWITH, AND (IV) THE SCHEDULING OF CERTAIN DATES
WITH RESPECT THERETO**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) approving the (i) adequacy of information in the Disclosure Statement, (ii) Solicitation and Voting Procedures, (iii) forms of Ballots and notices in connection therewith, and (iv) scheduling of certain dates with respect thereto, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the Solicitation and Voting Procedures, or the Plan, as applicable.

this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Disclosure Statement Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Disclosure Statement Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

I. Stay of the Adversary Proceeding

2. By agreement of all parties, the adversary proceeding captioned *Aimco CLO 10 Ltd., et al. v. Revlon, Inc. et al.*, Adv. Pro. 22-01167 (DSJ) (the "Adversary Proceeding") shall be stayed, and all previously scheduled or stipulated deadlines or proceedings in connection with the Adversary Proceeding suspended, pending the occurrence of the Effective Date, at which time the Adversary Proceeding shall be dismissed with prejudice.

II. Approval of the Disclosure Statement

3. The Disclosure Statement is hereby approved as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

4. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article XI of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

5. The Disclosure Statement Hearing Notice filed by the Debtors and served upon parties in interest in these Chapter 11 Cases constitutes adequate and sufficient notice of the hearing to consider approval of the Disclosure Statement (and exhibits thereto, including the Plan) and the deadline for filing objections to the Disclosure Statement and responses thereto, and is hereby approved. All objections, responses, statements, or comments, if any, in opposition to approval of the Disclosure Statement and the relief requested in the Motion that have not otherwise been resolved or withdrawn prior to, or on the record at, the Disclosure Statement Hearing are overruled in their entirety.

III. Approval of the Materials and Timeline for Soliciting Votes

A. Approval of Key Dates and Deadlines with Respect to the Plan and Disclosure Statement

6. The following dates and times are hereby established (subject to modification as necessary) with respect to the solicitation and confirmation of the Plan (all times prevailing Eastern Time):

Event	Date
Voting Record Date	February 21, 2023
Deadline to Mail the Confirmation Hearing Notice	Two (2) business days following entry of this Order, or as soon as reasonably practicable thereafter
Solicitation Deadline	Four (4) business days following entry of this Order, or as soon as reasonably practicable thereafter
Publication Deadline	Seven (7) business days following entry of this Order, or as soon as reasonably practicable thereafter
Plan Supplement Filing Date	March 16, 2023
Voting Deadline	March 20, 2023, at 4:00 p.m.
Plan Objection Deadline	March 23, 2023, at 4:00 p.m.
Deadline to File Voting Report	Within three (3) business days following the Voting Deadline

Event	Date
Deadline to File the Confirmation Brief and Plan Reply	April 1, 2023, at 4:00 p.m.
Confirmation Hearing Date	April 3, 2023, at 10:00 a.m.

7. In the event (a) the Plan is confirmed and the Consenting Unsecured Noteholder Recovery is approved and (b) Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied, Holders of Unsecured Notes Claims that timely return a Ballot voting to accept the Plan with respect to such Unsecured Notes Claims and that do not, directly or indirectly, object to, or otherwise impede, delay, or interfere with, solicitation, acceptance, Confirmation, or Consummation of the Plan will receive a distribution on account of the Consenting Unsecured Noteholder Recovery.

8. Holders of Claims in Classes 4 and 6 shall have the right to make an election under section 1111(b)(2) of the Bankruptcy Code (the "1111(b) Election") on account of such Holders' Claims at any time prior to the conclusion of the Confirmation Hearing (the "1111(b) Election Deadline"). For the avoidance of doubt, a signed writing submitted by a Holder or counsel to such Holder (including, with respect to any Holder in an ad hoc group, counsel to such ad hoc group) to counsel for the Debtors on or prior to the 1111(b) Election Deadline or an announcement before the 1111(b) Election Deadline by such Holder or counsel to such Holder, each clearly indicating such Holder's intent to make the 1111(b) Election shall be considered sufficient evidence that the 1111(b) Election was made by such Holder with respect to all Class 4 and Class 6 Claims held by such Holder.

9. The Confirmation Hearing Date and deadlines related thereto, including each of the deadlines set forth above, may be continued from time to time by the Court or the Debtors without further notice to parties in interest other than such adjournments announced in open Court, by

agenda filed with the Court, and/or a notice of adjournment filed with the Court and served on the Debtors’ master service list. The Confirmation Hearing shall be adjourned in the event any Breach Notice has been delivered by the Required Consenting BrandCo Lenders until (i) such alleged breach is cured or (ii) the Bankruptcy Court determines that there is no breach under the Restructuring Support Agreement.

B. Approval of the Form of, and Distribution of, Solicitation Materials to Parties Entitled to Vote on the Plan

10. The various notices and Ballots described in the Motion, attached hereto and listed below are hereby approved. The Debtors are authorized to make any non-material changes to any of the notices and Ballots attached hereto prior to their distribution or publication, as the case may be.

Order Exhibits	
Exhibit 1	Solicitation and Voting Procedures
Exhibits 2A–2D	Forms of Ballots for Claims
	(2A) Form Ballot – Class 4
	(2B) Form Ballot – Classes 5 – 7 and 9(a) – 9(d)
	(2C) Form Master Ballot – Class 8
	(2D) Form Beneficial Noteholder Ballot – Class 8
Exhibit 3	[Reserved]
Exhibit 4	Unimpaired Non-Voting Status Notice
Exhibit 5A	Impaired Non-Voting Status Notice for Holders of Subordinated Claims
Exhibit 5B	Impaired Non-Voting Status Notice for Holders of Interests in Holdings
Exhibit 6	Notice to Disputed Claim Holders
Exhibit 7	Cover Letter
Exhibit 8	Committee Letter
Exhibit 9	Confirmation Hearing Notice
Exhibit 10	Plan Supplement Notice
Exhibit 11	Cure Notice
Exhibit 12	Rejection Notice

11. In addition to the Disclosure Statement (and exhibits thereto, including the Plan) and this Order (without exhibits thereto, except the Solicitation and Voting Procedures), the Solicitation Materials to be transmitted on or before the Solicitation Deadline to those known Holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date shall include the following, the form of each of which is hereby approved:

- i. a copy of the Solicitation and Voting Procedures attached hereto as **Exhibit 1**;
- ii. the applicable Ballot(s), forms of which are attached hereto as **Exhibits 2A, 2B, 2C, and 2D**, together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope, respectively;³
- iii. the Cover Letter attached hereto as **Exhibit 7**;
- iv. the Committee Letter attached hereto as **Exhibit 8**; and
- v. the Confirmation Hearing Notice attached hereto as **Exhibit 9**.

12. The Solicitation Materials provide the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Local Rules.

13. The Debtors shall distribute Solicitation Materials to all Holders of Claims entitled to vote on the Plan on or before the Solicitation Deadline. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

14. The Debtors are authorized to distribute the Solicitation Materials to Holders of Claims entitled to vote on the Plan by electronic mail where such Holder has provided an electronic mail address. The Debtors are also authorized to distribute, by first-class U.S. mail or overnight

³ Any Holder of a Claim that has filed duplicate Claims that are classified under the Plan in the same Voting Class shall be entitled to vote only once on account of such Claims with respect to such Class.

mail (as applicable), the Plan, the Disclosure Statement, this Order (without exhibits), and the Solicitation and Voting Procedures to such Holder of Claims entitled to vote on the Plan in electronic format (on a flash drive), with the Ballots, the Cover Letter, the Committee Letter, and the Confirmation Hearing Notice to be provided in paper form. On or before the Solicitation Deadline, the Debtors (through their Voting and Claims Agent) shall provide complete Solicitation Materials (excluding the Ballots) to the U.S. Trustee and to all parties on the 2002 List as of the Voting Record Date.

15. Any party that receives the materials in electronic format but would prefer to receive materials in paper format, may contact the Voting and Claims Agent and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

16. The Voting and Claims Agent is authorized to assist the Debtors in: (i) distributing the Solicitation Materials; (ii) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims against the Debtors; (iii) responding to inquiries from Holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Materials, and all other documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (iv) soliciting votes on the Plan; and (v) if necessary, contacting creditors regarding the Plan.

17. The Voting and Claims Agent is authorized to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, *provided* that, neither the Debtors nor the Voting and Claims Agent are required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any liability for failure to provide such notification. The

Debtors and the Voting and Claims Agent are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, which determination will be final and binding.

18. The Voting and Claims Agent shall retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date (as defined in the Plan), whereupon the Voting and Claims Agent is authorized to destroy and/or otherwise dispose of: (i) all paper copies of Ballots; (ii) printed solicitation materials including unused copies of the Solicitation Materials; and (iii) all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1) year period.

19. Except as specifically permitted herein and in the Solicitation and Voting Procedures, the Voting and Claims Agent is authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

C. Approval of the Confirmation Hearing Notice

20. The Confirmation Hearing Notice, in the form attached hereto as **Exhibit 9** filed by the Debtors and served upon parties in interest in these Chapter 11 Cases, including as part of the Solicitation Materials, in accordance with the dates established pursuant to paragraph 6 hereof, constitutes adequate and sufficient notice of the hearings to consider approval of the Plan, the manner in which a copy of the Plan could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

21. As soon as practicable after entry of this Order, the Debtors shall publish the Confirmation Hearing Notice (in a format modified for publication) in each of the *New York Times* and *USA Today*, and the national edition of *The Globe and Mail* in Canada.

D. Approval of Notice of Filing of the Plan Supplement

22. The Debtors are authorized to send notice of the filing of the Plan Supplement (the “Plan Supplement Notice”), which will be filed and served no later than March 16, 2023, or such later date as may be approved by the Court, substantially in the form attached hereto as **Exhibit 10**, on the date the Plan Supplement is filed pursuant to the terms of the Plan.

E. Approval of the Form of Notices to Non-Voting Classes

23. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Materials to Holders of Claims or Interests in Non-Voting Classes, as such Holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Voting and Claims Agent shall mail (first-class postage pre-paid) a Non-Voting Status Notice in lieu of Solicitation Materials, the form of each of which is hereby approved, to those parties, outlined below, who are not entitled to vote on the Plan:

- i. ***Unimpaired Claims—Conclusively Presumed to Accept.*** Holders of Claims in Classes 1, 2, and 3 and Holders of Qualified Pension Claims and Retiree Benefit Claims are not impaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, Holders of such Claims will receive a notice, substantially in the form attached to this Order as **Exhibit 4**, in lieu of the Solicitation Materials. Such notice shall provide Holders of Claims in Classes 1, 2, and 3 and Holders of Qualified Pension Claims and Retiree Benefit Claims the ability to opt-out of the Third-Party Releases.
- ii. ***Subordinated Claims – Deemed to Reject.*** Holders of Subordinated Claims in Class 10 are receiving no recovery or distribution under the Plan and, therefore, are deemed to reject the Plan and will receive a notice, substantially in the form attached to this Order as **Exhibit 5A**, in lieu of the Solicitation Materials. Such notice shall provide Holders of Subordinated Claims the ability to opt-out of the Third-Party Releases.

- iii. ***Interests in Holdings—Deemed to Reject.*** Holders of Interests (other than Intercompany Interests) in Class 12 are receiving no recovery or distribution under the Plan and, therefore, are deemed to reject the Plan and will receive a notice, substantially in the form attached to this Order as **Exhibit 5B**, in lieu of the Solicitation Materials. Such notice shall provide Holders of publicly traded Interests in Holdings the ability to opt-in to the Third-Party Releases.
- iv. ***Disputed Claims.*** Holders of Claims that are subject to a pending objection by the Debtors are not entitled to vote the disputed portion of their claim. As such, Holders of such Claims will receive a notice, substantially in the form attached to this Order as **Exhibit 6**. Such notice shall provide Holders of Disputed Claims the ability to opt-out of the Third-Party Releases.

The Debtors are not required to provide the Holders of Class 11 (Intercompany Claims and Interests) with Solicitation Materials or any other type of notice in connection with solicitation.

24. The Debtors are not required to mail Solicitation Materials or other solicitation materials to (i) Holders of Claims that have already been paid in full during these Chapter 11 Cases or that are authorized to be paid in full in the ordinary course of business pursuant to an order previously entered by this Court, or (ii) any party to whom the Disclosure Statement Hearing Notice was sent but was subsequently returned as undeliverable.

25. Additionally, for purposes of serving the Solicitation Materials and Non-Voting Status Notices, the Debtors are authorized to rely on the address information for Voting and Non-Voting Classes and Holders of Qualified Pension Claims and Retiree Benefit Claims as compiled, updated, and maintained by the Voting and Claims Agent as of the Voting Record Date. The Debtors and the Voting and Claims Agent are not required to conduct any additional research for updated addresses based on undeliverable Solicitation Materials or Non-Voting Status Notices.

26. For Holders in Non-Voting Classes and Holders of Qualified Pension Claims and Retiree Benefit Claims that may opt-in to or opt-out of the Third-Party Releases, as provided in such Holder's Non-Voting Status Notice, the Voting and Claims Agent is authorized to accept such Holder's opt-in or opt-out election via electronic online transmission solely through a

customized online balloting portal on the Debtors' case website. The encrypted data and audit trail created by such electronic submission shall become part of the record of any opt-in or opt-out election submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

F. Approval of Notices to Contract and Lease Counterparties

27. The Debtors are authorized to serve the Cure Notice, substantially in the form attached hereto as **Exhibit 11**, and the Rejection Notice, substantially in the form attached hereto as **Exhibit 12**, to the applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan (as the case may be), within the time periods specified in the Plan.

IV. Approval of the Solicitation and Voting Procedures

28. The Debtors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety.

V. Approval of the Plan Objection Procedures

29. The procedures set forth in the Motion regarding the filing of objections or responses to the Plan provide due, proper, and adequate notice, comport with due process, comply with Bankruptcy Rules 2002, 3017, and 3020, and Local Rule 3020-1, and are hereby approved. Objections and responses, if any, to confirmation of the Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any General Orders of the Court; (iii) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors' Estates or properties; (iv) state, with particularity, the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (v) be filed with the Court (contemporaneously with a proof of service)

and served upon the notice parties so as to be actually received on or before the Plan Objection Deadline by each of the notice parties identified in the Confirmation Hearing Notice, including: (i) the Debtors; (ii) counsel to the Debtors; (iii) the U.S. Trustee; (iv) counsel to the Creditors' Committee; and (v) counsel to the Ad Hoc Group of BrandCo Lenders.

30. The Debtors are authorized to file and serve replies or an omnibus reply to any such objections along with their brief in support of confirmation of the Plan either separately or by a single, consolidated reply on or before the Confirmation Reply Deadline. In addition, any party in interest may file and serve a statement in support of confirmation of the Plan and/or a reply to any objections to confirmation of the Plan by the Confirmation Reply Deadline.

VI. Amendments and General Provisions

31. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Materials, Non-Voting Status Notices, Ballots, Publication Notice, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Cure Notices, Rejection Notices, and related documents, in accordance with the Plan and without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Materials before distribution.

32. Nothing in this Order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a Proof of Claim after the Voting Record Date.

33. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

34. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

35. The Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Dated: New York, New York
February 21, 2023

s/ David S. Jones
HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Solicitation and Voting Procedures

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
REVLON, INC., *et al.*,¹)
) Case No. 22-10760 (DSJ)
)
Debtors.) (Jointly Administered)
)
_____)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”),² (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the solicitation materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

A. The Voting Record Date

The Court has approved **February 21, 2023** as the record date for purposes of determining which Holders of Claims in Class 4 (OpCo Term Loan Claims), Class 5 (2020 Term B-1 Loan Claims), Class 6 (2020 Term B-2 Loan Claims), Class 8 (Unsecured Notes Claims), Class 9(a) (Talc Personal Injury Claims), Class 9(b) (Non-Qualified Pension Claims), Class 9(c) (Trade Claims), and Class 9(d) (Other General Unsecured Claims) are entitled to vote on the Plan (the “Voting Record Date”).

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or the Disclosure Statement Order, as applicable.

B. The Voting Deadline

The Court has approved **March 20, 2023 at 4:00 p.m., prevailing Eastern Time** as the voting deadline (the “Voting Deadline”) for the Plan. The Debtors may extend the Voting Deadline, in their discretion and in accordance with the Restructuring Support Agreement, without further order of the Court.

To be counted as votes to accept or reject the Plan, votes must be submitted on an appropriate ballot (each, a “Ballot”) and delivered so that the Ballot is **actually received**, in any case, no later than the Voting Deadline by Kroll Restructuring Administration, LLC (the “Voting and Claims Agent”). The procedures governing the submission of your vote depends on the class of your voting Claim. Therefore, please refer to your specific Ballot for instructions on the procedures to follow in order to submit your vote properly.

C. Form, Content, and Manner of Notices

1. The Solicitation Materials

The following materials constitute the Solicitation Materials:

- i. a copy of these Solicitation and Voting Procedures;
- ii. the applicable form of Ballot, in substantially the form of the Ballots annexed as Exhibits 2A, 2B, 2C, and 2D to the Disclosure Statement Order, as applicable, including a pre-paid, pre-addressed return envelope if sent by first class U.S. mail;
- iii. a Cover Letter, in substantially the form annexed as Exhibit 7 to the Disclosure Statement Order describing the contents of the Solicitation Materials and urging the Holders of Claims in each of the Voting Classes to vote to accept the Plan;
- iv. a Committee Letter, in substantially the form annexed as Exhibit 8 to the Disclosure Statement Order, from the Creditors’ Committee urging the Holders of Unsecured Notes Claims and General Unsecured Claims to vote in favor of the Plan and grant the releases contained in the Plan;
- v. the *Notice of Hearing to Consider Confirmation of the Chapter 11 Plan Filed By the Debtors and Related Voting and Objection Deadlines*, in substantially the form annexed as Exhibit 9 to the Disclosure Statement Order (the “Confirmation Hearing Notice”);
- vi. the approved Disclosure Statement (and exhibits thereto, including the Plan);
- vii. the Disclosure Statement Order (without exhibits, except the Solicitation and Voting Procedures); and

viii. any additional documents that the Court has ordered to be made available.

2. **Distribution of the Solicitation Materials**

For Holders of Claims entitled to vote on the Plan that have provided an electronic mail address, the Debtors are authorized to distribute the Solicitation Materials by electronic mail to such Holder.

The Debtors are also authorized to distribute the Plan, the Disclosure Statement, the Disclosure Statement Order (without exhibits), and the Solicitation and Voting Procedures in electronic format (*i.e.*, flash drive), and all other contents of the Solicitation Materials, including Ballots, shall be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact the Voting and Claims Agent by: (i) calling +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors' restructuring website at: <https://cases.ra.kroll.com/Revlon>; (iii) writing to Revlon, Inc., Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; and/or (iv) emailing RevlonInfo@ra.kroll.com with a reference to "Revlon Solicitation" in the subject line and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

The Debtors shall serve, or cause to be served, all of the materials in the Solicitation Materials (excluding the Ballots) on the U.S. Trustee and all parties that have requested service of papers in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall mail, or cause to be mailed, the Solicitation Materials to all Holders of Claims in the Voting Classes within four (4) Business Days following entry of the Disclosure Statement Order, or as soon as reasonably practicable thereafter.

Furthermore, in instances where a law firm has filed a duly authorized "bulk" proof of claim form asserting individual claims for five-hundred (500) or more of the law firm's clients and failed to include any address for the law firm's clients (in each instance, a "Bulk Claim Law Firm" and its corresponding clients, the "Bulk Claim Clients"), the Voting and Claims Agent is authorized (but not required) to send one (1) set of Solicitation Materials to each Bulk Claim Law Firm via electronic mailing on account of the Bulk Claim Clients along with an excel spreadsheet outlining the voting credentials, claim number, name, and voting amount for each of the corresponding Bulk Claim Clients.³ The Bulk Claim Law Firm is responsible for either (i) forwarding the voting credentials to each of its Bulk Claim Clients whereupon the Bulk Claim Clients are authorized to vote directly with the Voting and Claims Agent, or (ii) submitting to the Voting and Claims Agent via email to revlonballots@ra.kroll.com one (1) completed and executed Ballot with an excel spreadsheet, in the same format as provided by the Voting and Claims Agent, of the votes for each of its Bulk Claim Clients. If the Voting and Claims Agent receives a vote directly from one of the Bulk Claim Clients and the Bulk Claim Law Firm, the Voting and Claims

³ For the avoidance of doubt, service via email of the Solicitation Materials on the Bulk Claim Law Firms shall be in lieu of any service to the Bulk Claim Clients and the Voting and Claims Agent shall not be required to research the addresses of any of the Bulk Claim Clients.

Agent shall tabulate the vote submitted directly by the Bulk Claim Client and will invalidate the vote submitted by the Bulk Claim Law Firm on such Bulk Claim Client's behalf.

Any Holder of a Claim that has filed duplicate Claims that are classified under the Plan in the same Voting Class shall be entitled to vote only once on account of such Claims with respect to such Class.

3. **Resolution of Disputed Claims for Voting Purposes; Resolution Event**

- i. Absent a further order of the Court, the Holder of a Claim in a Voting Class that is the subject of a pending objection on a "reduce and allow" basis filed prior to the Voting Deadline shall be entitled to vote such Claim in the reduced amount contained in such objection.
- ii. If a Claim in a Voting Class is subject to an objection, other than a "reduce and allow" objection, that is filed with the Court on or prior to seven (7) days before the Voting Deadline: (a) the Debtors shall cause the applicable Holder to be served with a disputed claim notice substantially in the form annexed as Exhibit 6 to the Disclosure Statement Order; and (b) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such claim unless a Resolution Event (as defined herein) occurs as provided herein.
- iii. If a Claim in a Voting Class is subject to an objection, other than a "reduce and allow" objection, that is filed with the Court after the date that is seven (7) days prior to the Voting Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Court, unless the Court orders otherwise.
- iv. A "Resolution Event" means the occurrence of one or more of the following events no later than three (3) business days prior to the Voting Deadline:
 - a. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
 - b. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
 - c. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors, with the consent of the Required Consenting BrandCo Lenders, resolving the objection and allowing such Claim in an agreed-upon amount; or
 - d. the pending objection is voluntarily withdrawn by the objecting party.

- v. No later than two (2) business days following the occurrence of a Resolution Event, the Debtors shall cause the Voting and Claims Agent to distribute via email, hand delivery, or overnight courier service the Solicitation Materials and a pre-addressed, postage pre-paid envelope to the relevant Holder.

4. **Non-Voting Status Notices for Unimpaired Classes**

Certain Holders of Claims and Interests that are not entitled to vote because they are unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Notice of (I) Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan, and (II) Opportunity to Opt-Out of the Third-Party Releases*, substantially in the form annexed as Exhibit 4 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Materials (excluding Ballots).

5. **Non-Voting Status Notices for Holders of Subordinated Claims**

Holders of Subordinated Claims that are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code, will receive the *Notice of (I) Non-Voting Status to Holders of Subordinated Claims Deemed to Reject the Plan, and (II) Opportunity to Opt-Out of the Third-Party Releases*, substantially in the form annexed as Exhibit 5A to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Materials (excluding Ballots).

6. **Non-Voting Status Notices for Holders of Interests in Holdings**

Holders of Interests in Holdings that are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code, will receive the *Notice of (I) Non-Voting Status to Holders of Interests Deemed to Reject the Plan, and (II) Opportunity to Opt-In to the Third-Party Releases*, substantially in the form annexed as Exhibit 5B to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Materials (excluding Ballots).

7. **Notices in Respect of Executory Contracts and Unexpired Leases**

Counterparties to Executory Contracts and Unexpired Leases that receive a Cure Notice, substantially in the form attached as Exhibit 11 to the Disclosure Statement Order, may file an objection to the Debtors' proposed assumption and/or cure amount, as applicable. Such objections must be filed with the Court by **March 27, 2023, at 4:00 p.m., prevailing Eastern Time** and served as set forth in the Cure Notice.

Counterparties to Executory Contracts and Unexpired Leases that receive a Rejection Notice, substantially in the form attached as Exhibit 12, may file an objection to the Plan, including the Debtors' proposed rejection of the applicable Executory Contract or Unexpired Lease. Such objections must be filed with the Court by the Plan Objection Deadline. For the avoidance of doubt, a Holder will only be entitled to receive Solicitation Materials on account of a Claim arising

from the rejection of an Executory Contract or Unexpired Lease if the Claim is filed by the Voting Record Date.

8. **Occurrence of a Termination Date**

Upon the occurrence of a Termination Date (as defined in the Restructuring Support Agreement) (other than a Termination Date as a result of the occurrence of the Effective Date), any and all Ballots submitted prior to such Termination Date by the Consenting Creditor Parties subject to such termination shall automatically be deemed, for all purposes, to be null and void from the first instance and shall not be counted in determining the acceptance or rejection of the Plan or for any other purpose. Such Ballots may be changed or resubmitted regardless of whether the Voting Deadline has passed (without the need to seek a court order or consent from the Debtors allowing such change or resubmission).

D. **Voting and Tabulation Procedures**

1. **Holders of Claims Entitled to Vote**

Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

- i. Holders of Claims that, on or before the Voting Record Date have timely filed a Proof of Claim (or an untimely Proof of Claim that has been Allowed as timely by the Court under applicable law on or before the Voting Record Date) that: (a) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (b) is not the subject of a pending objection, other than a “reduce and allow” objection, filed with the Court at least seven (7) days prior to the Voting Deadline, pending a Resolution Event as provided herein; *provided* that a Holder of a Claim that is the subject of a pending objection on a “reduce and allow” basis shall receive the Solicitation Materials and be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Court;
- ii. Holders of Claims that are listed in the Schedules; *provided* that Claims that are scheduled as contingent, unliquidated, or disputed (excluding such scheduled disputed, contingent, or unliquidated Claims that have been paid or superseded by a timely filed Proof of Claim) shall be disallowed for voting purposes;
- iii. Holders whose Claims arise: (a) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Court; (b) in an order entered by the Court; or (c) in a document executed by the Debtors pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed;

- iv. Holders of any Disputed Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and
- v. the assignee of any Claim that was transferred on or before the Voting Record Date by any Entity described in subparagraphs (i) through (iv) above; *provided* that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date, if applicable.

2. **Establishing Claim Amounts for Voting Purposes**⁴

- i. **Class 4 (OpCo Term Loan Claims)**: The Plan allows the OpCo Term Loan Claims in specified amounts. Accordingly: (a) Holders of 2016 Term Loan Claims against the OpCo Debtors are only entitled to vote the 2016 Term Loan Claims Allowed Amount in the aggregate and (b) Holders of 2020 Term B-3 Loan Claims against the OpCo Debtors are only entitled to vote the 2020 Term B-3 Loan Claims Allowed Amount in the aggregate. The voting amounts for the OpCo Term Loan Claims shall be established based on the amount of the applicable positions held by Holders of the OpCo Term Loan Claims, as of the Voting Record Date, as evidenced by the applicable records provided by the 2016 Agent or BrandCo Agent, as applicable, in electronic excel format to the Debtors or the Voting and Claims Agent no later than one (1) business day after the Voting Record Date; *provided* that the Voting and Claims Agent may require the 2016 Agent or BrandCo Agent, as applicable, to deliver a further updated register as of the Voting Record Date.
- ii. **Class 5 (2020 Term B-1 Loan Claims)**: The Plan allows the 2020 Term B-1 Loan Claims in specified amounts. Accordingly, Holders of 2020 Term B-1 Loan Claims are only entitled to vote the 2020 Term B-1 Loan Claims Allowed Amount in the aggregate. The voting amounts for the 2020 Term B-1 Loan Claims shall be established based on the amount of the applicable positions held by Holders of the 2020 Term B-1 Loan Claims, as of the Voting Record Date, as evidenced by the applicable records provided by the BrandCo Agent, in electronic excel format to the Debtors or the Voting and Claims Agent not later than one (1) business day following the Voting Record Date; *provided* that the Voting and Claims Agent may require the BrandCo Agent to deliver a further updated register as of the Voting Record Date.
- iii. **Class 6 (2020 Term B-2 Loan Claims)**: The Plan allows the 2020 Term B-2 Loan Claims in specified amounts. Accordingly, Holders of 2020 Term B-2 Loan Claims are only entitled to vote the 2020 Term B-2 Loan Claims

⁴ For the avoidance of doubt, and in accordance with the Plan, any 2016 Term Loan Claim against any BrandCo Entity shall be Disallowed for voting and distribution purposes.

Allowed Amount in the aggregate. The voting amounts for the 2020 Term B-2 Loan Claims shall be established based on the amount of the applicable positions held by Holders of 2020 Term B-2 Loan Claims, as of the Voting Record Date, as evidenced by the applicable records provided by the BrandCo Agent, in electronic excel format to the Debtors or the Voting and Claims Agent not later than one (1) business day following the Voting Record Date; *provided* that the Voting and Claims Agent may require the BrandCo Agent to deliver a further updated register as of the Voting Record Date.

- iv. Class 8 (Unsecured Notes Claims): The Plan allows the Unsecured Notes Claims in specified amounts. Accordingly, Holders of Unsecured Notes Claims are only entitled to vote the Unsecured Notes Claims Allowed Amount in the aggregate. Subject to the procedures set forth herein, each directly registered Holder of the Unsecured Notes Claims shall be allowed to vote the principal amount held as evidenced by the records of the Unsecured Notes Indenture Trustee, and votes cast by beneficial noteholders (the “Beneficial Noteholders,” and each a “Beneficial Noteholder”) through the voting nominees (the “Nominees,” and each a “Nominee”) will be applied to the positions held by such Nominees as evidenced by the security position report from DTC as of the Voting Record Date. To the extent that there are any Holders of the Unsecured Notes Claims other than DTC, the Unsecured Notes Indenture Trustee must provide a register of such Holders in electronic excel format to the Debtors or the Voting and Claims Agent not later than one (1) business day following the Voting Record Date.

3. Filed and Scheduled Claims

The Claim amount established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on Ballots by the Debtors through the Voting and Claims Agent or the Holder of the Claim are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant’s vote:

- i. the Claim amount: (a) settled and/or agreed upon by the Debtors, as reflected in a document filed with the Court; (b) set forth in an order of the Court; or (c) set forth in a document executed by the Debtors pursuant to authority granted by the Court;
- ii. the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event under the procedures set forth in the Solicitation and Voting Procedures;
- iii. the Claim amount contained in a Proof of Claim that has been timely filed (or deemed timely filed by the Court under applicable law), except for any

amounts asserted on account of any interest accrued after the Petition Date; *provided* that Ballots cast by Holders of Claims that timely file a Proof of Claim in respect of a contingent Claim (for example, a claim based on litigation) or in a wholly unliquidated or unknown amount based on a reasonable review of the Proof of Claim and supporting documentation by the Debtors or their advisors that is not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as Ballots for Claims in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be Allowed for voting purposes only in the liquidated amount; *provided, further*, that to the extent the Claim amount contained in the Proof of Claim is different from the Claim amount set forth in a document filed with the Court as referenced in subparagraph (i) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the respective Proof of Claim;

- iv. the Claim amount listed in the Schedules; *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid (in which case, such contingent, disputed, or unliquidated scheduled Claim shall be disallowed for voting purposes); and
- v. in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes.

If a Proof of Claim is amended, the last timely filed Claim shall be subject to these rules and will supersede any earlier-filed Claim, and any earlier-filed Claim will be disallowed for voting purposes.

4. Classification of Proofs of Claims Asserting Both Qualified Pension Plan Claims and Non-Qualified Pension Claims for Voting Purposes

If a timely filed (or deemed timely filed by the Court under applicable law) Proof of Claim asserts both Claims arising from any of the Qualified Pension Plans (the “Qualified Pension Claims”) and Non-Qualified Pension Claims, the Voting and Claims Agent shall make a reasonable effort to properly bifurcate such Claims and assign the portion of such Claim arising from Non-Qualified Pension Claims to Class 9(b). However, to the extent that the Proof of Claim does not provide adequate information to allow the Voting and Claims Agent to determine the asserted allocation of Qualified Pension Claims and Non-Qualified Pension Claims, the Voting and Claims Agent shall classify the total Claim amount asserted in such Proof of Claim in Class 9(b) solely for voting purposes.

5. Voting and Ballot Tabulation Procedures

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors’ right to waive any of the below-specified requirements for

completion and submission of Ballots, so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

- i. except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Debtors), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;
- ii. the Voting and Claims Agent will date-stamp all Ballots when received. The Voting and Claims Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan, unless otherwise ordered by the Court;
- iii. consistent with the requirements of Local Rule 3018-1, the Debtors will file with the Court, at least seven (7) days prior to the Confirmation Hearing, a certification of votes (the "Voting Report"). The Voting Report shall, among other things, certify to the Court in writing the amount and number of Allowed Claims of each Class accepting or rejecting the Plan, delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile or electronic mail, or damaged ("Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each Irregular Ballot. The Voting Report shall be served upon the Creditors' Committee and the U.S. Trustee;
- iv. the method of delivery of Ballots to be sent to the Voting and Claims Agent is at the election and risk of each Holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Voting and Claims Agent actually receives the executed Ballot;
- v. an executed Ballot is required to be submitted by the Entity submitting such Ballot. Delivery of a Ballot to the Voting and Claims Agent by facsimile, or any electronic means other than expressly provided in these Solicitation and Voting Procedures will not be valid. For the avoidance of doubt, Master Ballots and pre-validated Beneficial Noteholder Ballots (as defined below), may be submitted via electronic mail to revlonballots@ra.kroll.com;
- vi. Ballots sent to the Debtors, the Debtors' agents (other than the Voting and Claims Agent), or the Debtors' financial or legal advisors will not be counted. In order to be considered valid, Ballots must be submitted so that they are actually received by the Voting and Claims Agent on or before the Voting Deadline;

- vii. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot, subject to Bankruptcy Rule 3018(a); *provided* that a Holder may not change its vote in a previously cast Ballot from acceptance to rejection or from rejection to acceptance without first obtaining authority from the Bankruptcy Court pursuant to the requirements of and in compliance with Bankruptcy Rule 3018(a). Accordingly, a Ballot changing a vote in a previously submitted Ballot without authority from the Bankruptcy Court will not be counted;
- viii. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes;
- ix. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;
- x. the Debtors, unless otherwise provided in a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- xi. neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- xii. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- xiii. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;
- xiv. subject to any order of the Court, the Debtors reserve the right to reject any and all Ballots not in proper form, the acceptance of which, in the opinion of the Debtors, would not be in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Disclosure Statement

Order; *provided* that any such rejections will be documented in the Voting Report;

- xv. if a Claim has been estimated or otherwise Allowed for voting purposes only by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- xvi. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;
- xvii. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (b) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (c) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed; (d) any unsigned Ballot; (e) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; (f) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein; and/or (g) any Ballot that is received after the Voting Deadline (unless otherwise ordered by the Bankruptcy Court);
- xviii. after the Voting Deadline, and subject to the requirements of Bankruptcy Rule 3018(a), no Ballot may be withdrawn or modified without the prior written consent of the Debtors and order of the Court; and
- xix. the Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes.

6. **Master Ballot Voting and Tabulation Procedures**

In addition to the foregoing generally applicable voting and ballot tabulation procedures, the following procedures shall apply to Beneficial Noteholders of Claims in Class 8 that hold and therefore will vote their position through a Nominee:

- i. the Voting and Claims Agent shall distribute or cause to be distributed to the Nominees (a) the appropriate number of Solicitation Materials for each Beneficial Noteholder represented by the Nominee as of the Voting Record Date, which will contain copies of Ballots to each Beneficial Noteholder (a "Beneficial Noteholder Ballot"), and (b) a master ballot (the "Master Ballot");
- ii. each Nominee shall immediately, and in any event within five (5) Business Days after its receipt of the Solicitation Materials commence the solicitation of votes from its Beneficial Noteholder clients through one of the following two methods:

- a. distribute to each Beneficial Noteholder the Solicitation Materials along with a Beneficial Noteholder Ballot, voting information form (“VIF”), and/or other customary communication used to collect voting information from its Beneficial Noteholder clients, along with instructions to the Beneficial Noteholder to return its vote to the Nominee in a timely fashion; or
 - b. distribute to each Beneficial Noteholder the Solicitation Materials along with a “pre-validated” Beneficial Noteholder Ballot signed by the Nominee and including the Nominee’s DTC participant number, the Beneficial Noteholder’s account number and name, and the number and amount of Unsecured Notes Claims held by the Nominee for such Beneficial Noteholder, along with instructions to the Beneficial Noteholder to return its pre-validated Beneficial Noteholder Ballot so it is actually received by the Voting and Claims Agent on or before the Voting Deadline;
- iii. each Nominee shall compile and validate the votes and other relevant information of all such Beneficial Noteholders on the Master Ballot and transmit the Master Ballot so that it is actually received by the Voting and Claims Agent on or before the Voting Deadline;
 - iv. Nominees that submit Master Ballots must keep the original Beneficial Noteholder Ballots, VIFs, or other communication used by the Beneficial Noteholder to transmit its vote for a period of one year after the Effective Date of the Plan;
 - v. Nominees that pre-validate Beneficial Noteholder Ballots must keep a list of Beneficial Noteholders for whom they pre-validated a Beneficial Noteholder Ballot along with copies of the pre-validated Beneficial Noteholder Ballots for a period of one year after the Effective Date of the Plan;
 - vi. the Voting and Claims Agent will not count votes of Beneficial Noteholders unless and until they are included on a valid and timely Master Ballot or a valid and timely “pre-validated” Beneficial Noteholder Ballot;
 - vii. if a Beneficial Noteholder holds Unsecured Notes Claims through more than one Nominee or through multiple accounts, such Beneficial Noteholder may receive more than one Beneficial Noteholder Ballot and each such Beneficial Noteholder must vote consistently and execute a separate Beneficial Noteholder Ballot for each block of Unsecured Notes that it holds through any Nominee and must return each such Beneficial Noteholder Ballot to the appropriate Nominee or return each such “pre-validated” Beneficial Noteholder Ballot to the Voting and Claims Agent;

- viii. votes cast by Beneficial Noteholders through Nominees will be applied to the applicable positions held by such Nominees in the applicable Voting Class, as of the Voting Record Date, as evidenced by the record and depository listings. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Unsecured Notes Claims held by such Nominee as of the Voting Record Date;
- ix. if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Voting and Claims Agent will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position reflected on the DTC’s security position report as of the Voting Record Date; and
- x. a single Nominee may complete and deliver to the Voting and Claims Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots submitted by a single Nominee are inconsistent, the latest valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Noteholder submits more than one Beneficial Noteholder Ballot to its Nominee: (a) the latest received Beneficial Noteholder Ballot received before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Noteholder Ballot submitted by the Beneficial Noteholder; and (b) the Nominee shall complete the Master Ballot accordingly.

E. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors reserve the right to make non-substantive changes to the Disclosure Statement, Plan, Confirmation Hearing Notice, Solicitation Materials, Non-Voting Status Notices, Ballots, Publication Notice, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Cure Notices, Rejection Notices, and related documents, in accordance with the Plan and without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Materials before distribution.

* * * * *

Exhibit 2A

Form Ballot for Class 4

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:	)	Chapter 11
)	
REVLON, INC., <i>et al.</i> , ¹	)	Case No. 22-10760 (DSJ)
)	
Debtors.	)	(Jointly Administered)
)	

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS 4: OPCO TERM LOAN CLAIMS

**Please read and follow the enclosed instructions
for completing Ballots carefully before completing this Ballot.**

**In order for your vote to be counted, this Ballot must be completed, executed,
and returned so as to be actually received by the Voting and Claims Agent by March 20, 2023
at 4:00 p.m., prevailing Eastern Time (the “Voting Deadline”) in accordance with the following:**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Plan”) as set forth in the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of New York (the “Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on February 21, 2023 (the “Disclosure Statement Order”). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (the “Ballot”) because you may be a Holder of a Claim classified under the Plan in Class 4 (OpCo Term Loan Claims) against the Debtors as of **February 21, 2023** (the “Voting Record Date”). Accordingly, you may have a right to (i) vote to accept or reject the Plan, and (ii) subject to the limitations set forth herein, opt-out of the Third-Party Releases (as defined below). You can cast your vote through this Ballot.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

Your rights are described in the Disclosure Statement, which was included in the materials (the “Solicitation Materials”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Materials, you may obtain them from (i) Kroll Restructuring Administration, LLC (the “Voting and Claims Agent”) at no charge by: (a) accessing the Debtors’ restructuring website with the Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>; (b) writing to the Voting and Claims Agent at Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (c) calling the Voting and Claims Agent at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (d) emailing RevlonInfo@ra.kroll.com; or (e) submitting an inquiry at <https://cases.ra.kroll.com/Revlon>; or (ii) for a fee via PACER at <http://www.nysb.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. This Ballot is for your Claim that has been placed in Class 4 (OpCo Term Loan Claims). If you hold Claims in more than one Voting Class, you will receive a Ballot for each Class in which you are entitled to vote.

CLASS 4 (OPCO TERM LOAN CLAIMS) BALLOT

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGE 6, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Amount of Claim(s).

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of OpCo Term Loan Claims in the following aggregate principal amount (insert amount in box below):

2016 Term Loan Principal Amount: \$ _____
2020 Term B-3 Loan Principal Amount: \$ _____
Debtor: <u>All applicable Debtors</u>

Item 2. Vote on Plan.

The Holder of the Claim(s) against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Item 3. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. EXCEPT AS PROVIDED BELOW, PARTIES RECEIVING THIS BALLOT MAY OPT-OUT OF THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

IF YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES DESCRIBED IN THIS ITEM 3 AND ANY ELECTION YOU MAKE TO NOT GRANT THE RELEASES WILL BE INVALIDATED.

IF (I) YOU DO NOT VOTE EITHER TO ACCEPT OR REJECT THE PLAN, OR (II) YOU VOTE TO REJECT THE PLAN, AND YOU DO NOT CHECK THE BOX IN THIS ITEM 3 BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES DESCRIBED IN THIS ITEM 3 ABOVE AND BE BOUND BY SUCH THIRD-PARTY RELEASES.

IF YOU VALIDLY ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASES AND THE BENEFIT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE X OF THE PLAN AND DESCRIBED ABOVE.

<input type="checkbox"/> Opt-Out of the Third-Party Releases.

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a

good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the “Third-Party Releases”) as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors’ restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving

Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, “**Related Party**” means, in each case in its capacity as such, (a) such Debtor’s or Reorganized Debtor’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, “**Released Party**” means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors’ consent.
- (2) Under the Plan, “**Releasing Parties**” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors’ Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity’s current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity’s current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained

in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

- (3) Under the Plan, “*Excluded Parties*” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and

notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned Entity certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) such Entity is the Holder of the Claims being voted on this Ballot; or (b) such Entity is an authorized signatory for the Entity that is the Holder of the Claims being voted on this Ballot;
- (ii) such Holder has received a copy of the Disclosure Statement and the Solicitation Materials and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (iii) such Holder, if it or its authorized signatory votes to accept the Plan, will be deemed to have consented to the Third-Party Releases;
- (iv) such Holder has cast the same vote with respect to all its Claims in a single Class; and
- (v) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier-received Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

Please complete, sign, and date this Ballot and return it (with a signature) promptly in the envelope provided via first-class mail, overnight courier, hand-delivery to:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

To arrange hand delivery of your Ballot, please email revlonballots@ra.kroll.com (with “Hand Delivery of Revlon Ballot” in the subject line) at least 24 hours in advance with the expected date and time of such delivery.

Alternatively, to submit your Ballot via the Voting and Claims Agent’s online balloting portal, visit <https://cases.ra.kroll.com/Revlon>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: If you choose to submit an E-Ballot, you will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Voting and Claims Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Voting and Claims Agent's online portal should NOT also submit a paper Ballot.

<p>If the Voting and Claims Agent does not actually receive this Ballot on or before <u>March 20, 2023, at 4:00 p.m., prevailing Eastern Time</u> (and if the Voting Deadline is not extended), your vote transmitted by this Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.</p>
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INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims that vote in at least one Class of creditors entitled to vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129 of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you **must** complete and submit this Ballot, as instructed herein. Ballots will not be accepted by facsimile or other electronic means (other than via the online balloting portal).
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you **must**: (i) complete your Ballot in accordance with these instructions; (ii) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (iii) clearly sign and return your original Ballot in the enclosed pre-addressed envelope or via first-class mail, overnight courier, or hand delivery to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232 in accordance with paragraph 6 below.
5. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://cases.ra.kroll.com/Revlon> (click “Submit E-Ballot” link). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) **must** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is March 20, 2023, at 4:00 p.m., prevailing Eastern Time.**
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will not be counted:**
 - (i) any Ballot that partially rejects and partially accepts the Plan;
 - (ii) any Ballot that both accepts and rejects the Plan;
 - (iii) any Ballot sent to the Debtors, the Debtors’ agents (other than the Voting and Claims Agent), any indenture trustee, or the Debtors’ financial or legal advisors;
 - (iv) any Ballot sent by facsimile or any electronic means other than via the online balloting portal;
 - (v) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (vi) any Ballot cast by an Entity that does not hold a Claim in the Class indicated at the top of the Ballot;
 - (vii) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (viii) any unsigned Ballot; and/or
 - (ix) any Ballot not marked to accept or reject the Plan.
8. The method of delivery of Ballot to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the properly completed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier-received Ballots.

10. You must vote all of your Claims within a Class either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within a Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within such Class for the purpose of counting votes.
11. This Ballot does **not** constitute, and shall **not** be deemed to be, (i) a Proof of Claim, or (ii) an assertion or admission of a Claim.
12. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder.
13. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes **only** your Claims indicated on that Ballot, so please complete and return each Ballot that you received.

Please return your Ballot promptly

If you have any questions regarding this Ballot, these Ballot Instructions or the Solicitation and Voting Procedures, please call the restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968 or email RevlonInfo@ra.kroll.com.

If the Voting and Claims Agent does not actually receive this Ballot on or before the Voting Deadline, which is on March 20, 2023, at 4:00 p.m., prevailing Eastern Time (and if the Voting Deadline is not extended), your vote transmitted hereby may be counted only in the sole and absolute discretion of the Debtors.

Exhibit 2B

Form Ballot for Classes 5 – 7 and 9(a) – 9(d)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*,¹

Debtors.

) Chapter 11

) Case No. 22-10760 (DSJ)

) (Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE**

CLASS [●]: [CLASS NAME] CLAIMS

**Please read and follow the enclosed instructions
for completing Ballots carefully before completing this Ballot.**

**In order for your vote to be counted, this Ballot must be completed, executed,
and returned so as to be actually received by the Voting and Claims Agent by March 20, 2023
at 4:00 p.m., prevailing Eastern Time (the “Voting Deadline”) in accordance with the following:**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Plan”) as set forth in the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of New York (the “Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on February 21, 2023 (the “Disclosure Statement Order”). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (the “Ballot”) because you may be a Holder of a Claim classified under the Plan in Class [●] ([●] Claims) against the Debtors as of **February 21, 2023** (the “Voting Record Date”). Accordingly, you may have a right to (i) vote to accept or reject the Plan, and (ii) subject to the limitations set forth herein, opt-out of the Third-Party Releases (as defined below). You can cast your vote through this Ballot.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

Your rights are described in the Disclosure Statement, which was included in the materials (the “Solicitation Materials”) you are receiving with this Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Materials, you may obtain them from (i) Kroll Restructuring Administration, LLC (the “Voting and Claims Agent”) at no charge by: (a) accessing the Debtors’ restructuring website with the Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>; (b) writing to the Voting and Claims Agent at Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (c) calling the Voting and Claims Agent at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (d) emailing RevlonInfo@ra.kroll.com; or (e) submitting an inquiry at <https://cases.ra.kroll.com/Revlon>; or (ii) for a fee via PACER at <http://www.nysb.uscourts.gov>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong Ballot, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. This Ballot is for your Claim that has been placed in the Class [●] ([●] Claims). If you hold Claims in more than one Voting Class, you will receive a Ballot for each Class in which you are entitled to vote.

[CLASS NAME] BALLOT

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGE 6, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Amount of Claim(s).

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of [●] Claims in the following aggregate amount:

Amount: \$ _____
Debtor: _____ ¹

Item 2. Vote on Plan.

The Holder of the Claim(s) against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan	<input type="checkbox"/> REJECT (vote AGAINST) the Plan
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Item 3. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. EXCEPT AS PROVIDED BELOW, **PARTIES RECEIVING THIS BALLOT MAY OPT-OUT OF THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.**

IF YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE THIRD- PARTY RELEASES DESCRIBED IN THIS ITEM 3 AND ANY ELECTION YOU MAKE TO NOT GRANT THE RELEASES WILL BE INVALIDATED.

IF (I) YOU DO NOT VOTE EITHER TO ACCEPT OR REJECT THE PLAN, OR (II) YOU VOTE TO REJECT THE PLAN, AND YOU DO NOT CHECK THE BOX IN THIS ITEM 3 BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES DESCRIBED IN THIS ITEM 3 ABOVE AND BE BOUND BY SUCH THIRD-PARTY RELEASES.

IF YOU VALIDLY ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASES AND THE BENEFIT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE X OF THE PLAN AND DESCRIBED ABOVE.

<input type="checkbox"/> Opt-Out of the Third-Party Releases.

¹ [For Classes 5 through 7, "All applicable Debtors."]

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors’ restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court’s finding that the Debtor Release is:

(1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the "Third-Party Releases") as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity

Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, “Related Party” means, in each case in its capacity as such, (a) such Debtor’s or Reorganized Debtor’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, “**Released Party**” means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors’ consent.
- (2) Under the Plan, “**Releasing Parties**” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors’ Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity’s current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity’s current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity,

and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

- (3) Under the Plan, “*Excluded Parties*” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date,

asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 4. Certifications.

By signing this Ballot, the undersigned Entity certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) such Entity is the Holder of the Claims being voted on this Ballot; or (b) such Entity is an authorized signatory for the Entity that is the Holder of the Claims being voted on this Ballot;
- (ii) such Holder has received a copy of the Disclosure Statement and the Solicitation Materials and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (iii) such Holder, if it or its authorized signatory votes to accept the Plan, will be deemed to have consented to the Third-Party Releases;
- (iv) such Holder has cast the same vote with respect to all its Claims in a single Class; and
- (v) no other Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such earlier-received Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	(If other than Holder)
Title:	_____
Address:	_____

Telephone	_____
Number:	_____
Email:	_____
Date Completed:	_____

Please complete, sign, and date this Ballot and return it (with a signature) promptly in the envelope provided via first-class mail, overnight courier, hand-delivery to:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

To arrange hand delivery of your Ballot, please email revlonballots@ra.kroll.com (with “Hand Delivery of Revlon Ballot” in the subject line) at least 24 hours in advance with the expected date and time of such delivery.

Alternatively, to submit your Ballot via the Voting and Claims Agent’s online balloting portal, visit <https://cases.ra.krroll.com/Revlon>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: If you choose to submit an E-Ballot, you will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

The Voting and Claims Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Voting and Claims Agent’s online portal should NOT also submit a paper Ballot.

<p>If the Voting and Claims Agent does not actually receive this Ballot on or before <u>March 20, 2023, at 4:00 p.m., prevailing Eastern Time</u> (and if the Voting Deadline is not extended), your vote transmitted by this Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.</p>

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims that vote in at least one Class of creditors entitled to vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129 of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you **must** complete and submit this Ballot, as instructed herein. Ballots will not be accepted by facsimile or other electronic means (other than via the online balloting portal).
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you **must**: (i) complete your Ballot in accordance with these instructions; (ii) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (iii) clearly sign and return your original Ballot in the enclosed pre-addressed envelope or via first-class mail, overnight courier, or hand delivery to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232 in accordance with paragraph 6 below.
5. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtors’ case administration website at <https://cases.ra.kroll.com/Revlon> (click “Submit E-Ballot” link). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) **must** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is March 20, 2023, at 4:00 p.m., prevailing Eastern Time.**
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will not be counted:**
 - (i) any Ballot that partially rejects and partially accepts the Plan;
 - (ii) any Ballot that both accepts and rejects the Plan;
 - (iii) any Ballot sent to the Debtors, the Debtors’ agents (other than the Voting and Claims Agent), any indenture trustee, or the Debtors’ financial or legal advisors;
 - (iv) any Ballot sent by facsimile or any electronic means other than via the online balloting portal;
 - (v) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (vi) any Ballot cast by an Entity that does not hold a Claim in the Class indicated at the top of the Ballot;
 - (vii) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (viii) any unsigned Ballot; and/or
 - (ix) any Ballot not marked to accept or reject the Plan.
8. The method of delivery of Ballot to the Voting and Claims Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the properly completed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier-received Ballots.

10. You must vote all of your Claims within a Class either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within a Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within such Class for the purpose of counting votes.
11. This Ballot does **not** constitute, and shall **not** be deemed to be, (i) a Proof of Claim, or (ii) an assertion or admission of a Claim.
12. Please be sure to sign and date your Ballot. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder.
13. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes **only** your Claims indicated on that Ballot, so please complete and return each Ballot that you received.

Please return your Ballot promptly

If you have any questions regarding this Ballot, these Ballot Instructions or the Solicitation and Voting Procedures, please call the restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968 or email RevlonInfo@ra.kroll.com.

<p>If the Voting and Claims Agent does not <u>actually receive</u> this Ballot on or before the Voting Deadline, which is on <u>March 20, 2023, at 4:00 p.m., prevailing Eastern Time</u> (and if the Voting Deadline is not extended), your vote transmitted hereby may be counted only in the sole and absolute discretion of the Debtors.</p>

Exhibit 2C

Form Master Ballot for Class 8

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10760 (DSJ)
)
) (Jointly Administered)
)

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE
FIRST AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC. AND
ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY
CODE**

CLASS 8: UNSECURED NOTES CLAIMS

**Please read and follow the enclosed instructions
for completing Ballots carefully before completing this Ballot.**

**In order for your vote to be counted, this Ballot must be completed, executed,
and returned so as to be actually received by the Voting and Claims Agent by March 20, 2023 at 4:00 p.m.,
prevailing Eastern Time (the “Voting Deadline”) in accordance with the following:**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Plan”) as set forth in the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of New York (the “Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on February 21, 2023 (the “Disclosure Statement Order”). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this master ballot (the “Master Ballot”) to the extent you are the Nominee (as defined below) of a Beneficial Noteholder² of the Unsecured Notes as of **February 21, 2023** (the “Voting Record Date”). **The Class 8 Unsecured Notes CUSIPs entitled to vote are set forth on Exhibit A attached hereto. Please follow the instructions set for on Exhibit A hereto to indicate the CUSIP to which this Master Ballot pertains.**

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² A “Beneficial Noteholder” means a beneficial owner of publicly traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through the Depository Trust Company.

This Master Ballot is to be used by you as a broker, bank, or other nominee; or as the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”); or as the proxy holder of a Nominee for certain Beneficial Noteholders of the Unsecured Notes, to transmit to the Voting and Claims Agent (as defined below) the votes of such Beneficial Noteholders in respect of their Claims to accept or reject the Plan. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, which was included in the materials (the “Solicitation Materials”) you are receiving with this Master Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Materials, you may obtain them from (i) Kroll Restructuring Administration, LLC (the “Voting and Claims Agent”) at no charge by: (a) accessing the Debtors’ restructuring website with the Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>; (b) writing to the Voting and Claims Agent at Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (c) calling the Voting and Claims Agent at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (d) emailing RevlonInfo@ra.kroll.com; or (e) submitting an inquiry at <https://cases.ra.kroll.com/Revlon>; or (ii) for a fee via PACER at <http://www.nysb.uscourts.gov>.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Master Ballot in error, please contact the Voting and Claims Agent **immediately** at the address, telephone number, or email address set forth above.

The votes transmitted on this Master Ballot for certain Beneficial Noteholders of Unsecured Notes Claims (Class 8) shall be applied to each Debtor against whom such Beneficial Noteholders have a Claim.

You are authorized to collect votes to accept or to reject the Plan from Beneficial Noteholders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a beneficial noteholder ballot (the “Beneficial Noteholder Ballot”), and collecting votes from Beneficial Noteholders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all Holders of Claims and Interests. To have the votes of your Beneficial Noteholders count as either an acceptance or rejection of the Plan, you must complete and return this Master Ballot so that the Voting and Claims Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is on March 20, 2023, at 4:00 p.m., prevailing Eastern Time.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 8

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, each Holder of an Allowed Unsecured Notes Claim shall receive:

- i. **If Class 8 votes to accept the Plan and the Creditors’ Committee Settlement Conditions are satisfied:** in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder’s Pro Rata share of the Unsecured Notes Settlement Distribution; or
- ii. **If Class 8 votes to reject the Plan or the Creditors’ Committee Settlement Conditions are not satisfied:** no recovery or distribution on account of such Claim, and all Unsecured Notes Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect; *provided* that, subject to Court approval, each Holder of an Unsecured Notes Claim that (a) votes to accept the Plan on account of its Unsecured Notes Claim, and (b) does not, directly or indirectly, object to, or otherwise impede, delay, or interfere with, solicitation, acceptance, Confirmation, or Consummation of the Plan (such Holder, a “Consenting Unsecured Noteholder”) shall receive 50% of such Holder’s Pro Rata share of the Unsecured Notes Settlement

Distribution (the “Consenting Unsecured Noteholder Recovery”); *provided, further*, that if the Court finds that such Consenting Unsecured Noteholder Recovery is improper, there shall be no such distribution to Consenting Unsecured Noteholders under the Plan.

Only Holders of Unsecured Notes Claims that vote to accept the Plan and otherwise qualify as a Consenting Unsecured Noteholder will be eligible to receive the Consenting Unsecured Noteholder Recovery.

NOTE: Consenting Unsecured Noteholders who vote through Broadridge must maintain record of the control number issued by Broadridge, as this information will be used to facilitate the distribution of your Consenting Unsecured Noteholder Recovery, if applicable.

YOU SHOULD CONSULT THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGES 9-10, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Certification of Authority to Vote.

The undersigned certifies that, as of the Voting Record Date, the undersigned (please check the applicable box):

- Is a broker, bank, or other Nominee for the Beneficial Noteholders of the aggregate principal amount of the Claims listed in Item 3 below, and is the record holder of such claims, or
- Is acting under a power of attorney and/or agency (a copy of which will be provided upon request) granted by a Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 3 below, or
- Has been granted a proxy (an original of which is attached hereto) from a Nominee that is the registered holder of the aggregate principal amount of Claims listed in Item 3 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Noteholders of the Claims described in Item 3.

Item 2. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock,

the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the "Third-Party Releases") as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any

manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, "Related Party" means, in each case in its capacity as such, (a) such Debtor's or Reorganized Debtor's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for

hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, “**Released Party**” means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors’ consent.
- (2) Under the Plan, “**Releasing Parties**” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors’ Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity’s current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity’s current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.
- (3) Under the Plan, “**Excluded Parties**” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation,

preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 3. Claims Vote on Plan:

The undersigned transmits the following votes and release opt-outs of Beneficial Noteholders of Unsecured Notes Claims (Class 8) and certifies that the following Beneficial Noteholders of such Claims, as identified by their respective customer account numbers and customer names set forth below, are the Beneficial Noteholders of such Claims as of the Voting Record Date and have delivered to the undersigned, as Nominee, ballots (the “Beneficial Noteholder Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each Holder must vote all such Beneficial Noteholder’s Claims to accept or reject the Plan and may not split such vote. Any Beneficial Noteholder

Ballot executed by the Beneficial Noteholder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

NOTE THAT IN THE EVENT CLASS 8 VOTES TO REJECT THE PLAN OR THE CREDITORS' COMMITTEE SETTLEMENT CONDITIONS ARE NOT SATISFIED, EACH HOLDER OF UNSECURED NOTES CLAIMS THAT QUALIFIES AS A CONSENTING UNSECURED NOTEHOLDER IN ACCORDANCE WITH THE PLAN WILL RECEIVE THE CONSENTING UNSECURED NOTEHOLDER RECOVERY, SUBJECT TO COURT APPROVAL. ONLY HOLDERS OF UNSECURED NOTES CLAIMS THAT VOTE TO ACCEPT THE PLAN AND DO NOT, DIRECTLY OR INDIRECTLY, OBJECT TO OR OTHERWISE IMPEDE, DELAY OR INTERFERE WITH SOLICITATION, ACCEPTANCE, CONFIRMATION, OR CONSUMMATION OF THE PLAN WILL BE ELIGIBLE TO RECEIVE THE CONSENTING UNSECURED NOTEHOLDER RECOVERY.

NOTE THAT THE CONSENTING UNSECURED NOTEHOLDER RECOVERY MAY BE SUBJECT TO SUBSTANTIAL CHALLENGES. IF THE CONSENTING UNSECURED NOTEHOLDER RECOVERY IS SUCCESSFULLY CHALLENGED, IT WILL NOT BE PROVIDED UNDER THE PLAN, AND THE PLAN MAY STILL BE CONFIRMED.

Your Customer Account Number and Customer Name for Each Beneficial Holder of Claims	Principal Amount Held as of the Voting Record Date	Indicate the vote cast from Item 2 of the Beneficial Noteholder Ballot by checking the appropriate box below.			Indicate Opt-Out of the Third-Party Release from Item 3 of the Beneficial Noteholder Ballot by checking the box below.
		Accept the Plan	or	Reject the Plan	
1.	\$				
2.	\$				
3.	\$				
4.	\$				
5.	\$				
6.	\$				
TOTALS	\$				

Item 4. Other Ballots Submitted by Beneficial Noteholders in the same class.

The undersigned certifies that it has transcribed in the following table the information, if any, provided by the Beneficial Noteholders in Item 4 of the Beneficial Noteholder Ballot:

YOUR customer account number and customer name for each Beneficial Holder who completed	Transcribe from Item 4 of the Beneficial Noteholder Ballot					
	Account Number	DTC Participant Number and Name of Other Nominee	Principal Amount of Other Claims	CUSIP of Other Claims Voted	Vote (Accept or Reject)	Opt-Out

Item 4 of the Beneficial Holder Ballot.						
1.			\$			
2.			\$			
3.			\$			
4.			\$			
5.			\$			

Item 5. Certifications.

By signing this Master Ballot, the undersigned certifies to the Court and the Debtors that:

- (i) it has received a copy of the Disclosure Statement, the Plan, the Master Ballots, the Beneficial Noteholder Ballots, and the remainder of the Solicitation Materials and has delivered the same to the Beneficial Noteholders of the Claims listed in Item 3 above;
- (ii) it has received a completed and signed Beneficial Noteholder Ballot (or vote submission in accordance with its customary procedures) from each Beneficial Noteholder listed in Item 3 of this Master Ballot;
- (iii) it is the registered holder of all the Claims listed in Item 3 above being voted, or it has been authorized by the registered holder of the Claims listed in Item 3 above to vote on the Plan;
- (iv) no other Master Ballots with respect to the same Claims identified in Item 3 have been cast or, if any other Master Ballots have been cast with respect to such Claims, then any such earlier-received Master Ballots are hereby revoked;
- (v) it has properly disclosed: (a) the number of Beneficial Noteholders of Claims who completed the Beneficial Noteholder Ballots or otherwise conveyed their votes in accordance with the undersigned’s customary procedures; (b) the respective amounts of the Claims owned, as the case may be, by each Beneficial Noteholder of the Claims who completed a Beneficial Noteholder Ballot or otherwise conveyed its vote in accordance with the undersigned’s customary procedures; (c) each such Beneficial Noteholder’s respective vote concerning the Plan and related elections; (d) each such Beneficial Noteholder’s certification as to other Claims voted in the same Class; and (e) the customer account or other identification number for each such Beneficial Noteholder; and
- (vi) it will maintain Ballots and evidence of separate transactions returned by Beneficial Noteholders of Claims (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Court or the Debtors, if so ordered.

Name of Nominee:		(Print or Type)
DTC Participant Number:		
Name of Proxy Holder or Agent for Nominee (if applicable):		(Print or Type)
Signature:		
Name of Signatory:		

Title:	_____
Address:	_____

Date Completed:	_____
Email Address:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS MASTER BALLOT AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

To arrange hand delivery of this Master Ballot, please email revlonballots@ra.kroll.com (with “Hand Delivery of Revlon Ballot” in the subject line) at least 24 hours in advance with the expected date and time of such delivery.

Nominees are also permitted to return this Master Ballot to the Voting and Claims Agent via email to revlonballots@ra.kroll.com.

If the Voting and Claims Agent does not actually receive this Master Ballot on or before March 20, 2023, at 4:00 p.m., prevailing Eastern Time, (and if the Voting Deadline is not extended), the votes and elections transmitted by this Master Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you and your Beneficial Noteholder clients if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims that vote in at least one Class of creditors entitled to vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129 of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Solicitation Materials and the Beneficial Noteholder Ballots (or other customary material used to collect votes in lieu of the Beneficial Noteholder Ballot) to all Beneficial Noteholders of Claims and take any action required to enable each such Beneficial Noteholder to vote timely the Claims that it holds. You may distribute the Solicitation Materials to Beneficial Noteholders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Noteholders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Noteholder Ballot, and collecting votes from Beneficial Noteholders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Noteholder Ballot returned to you by a Beneficial Noteholder of a Claim shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Voting and Claims Agent, a Master Ballot that reflects the vote of such Beneficial Noteholders by **March 20, 2023, at 4:00 p.m., prevailing Eastern Time** or otherwise validate the Master Ballot in a manner acceptable to the Voting and Claims Agent.
4. If you are transmitting the votes of any Beneficial Noteholder of Claims other than yourself, you may either:
 - (i) “Pre-validate” the individual Beneficial Noteholder Ballot contained in the Solicitation Materials and then forward the Solicitation Materials to the Beneficial Noteholder of the Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Materials, with the Beneficial Noteholder then returning the individual Beneficial Noteholder Ballot directly to the Voting and Claims Agent in the return envelope to be provided in the Solicitation Materials. A Nominee “pre-validates” Beneficial Noteholder’s Ballot by signing the Beneficial Noteholder Ballot and including their DTC participant number; indicating the account number of the Beneficial Noteholder, the name of the Beneficial Noteholder, and the principal amount of Claims held by the Nominee for such Beneficial Noteholder; if applicable, and then forwarding the Beneficial Noteholder Ballot together with the Solicitation Materials to the Beneficial Noteholder. The Beneficial Noteholder then completes the remaining information requested on the Beneficial Noteholder Ballot and returns the Beneficial Noteholder Ballot directly to the Voting and Claims Agent. A list of the Beneficial Noteholders to whom “pre-validated” Beneficial Noteholder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; or
 - (ii) Within five (5) Business Days after receipt by such Nominee of the Solicitation Materials, forward the Solicitation Materials to the Beneficial Noteholder of the Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Noteholder then returning the individual Beneficial Noteholder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Voting and Claims Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Voting and Claims Agent. The Nominee should advise the Beneficial Noteholder to return their individual Beneficial Noteholder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Voting and Claims Agent so that the Master Ballot is actually received by the Voting and Claims Agent on or before the Voting Deadline.

5. With regard to any Beneficial Noteholder Ballots returned to you by a Beneficial Noteholder, you must:
(i) compile and validate the votes and other relevant information of each such Beneficial Noteholder on the Master Ballot using the customer name and account number assigned by you to each such Beneficial Noteholder;
(ii) execute the Master Ballot; (iii) transmit such Master Ballot to the Voting and Claims Agent by the Voting Deadline; and (iv) retain such Beneficial Noteholder Ballots from Beneficial Noteholders, whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Noteholder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Court.
6. The Master Ballot **must** be returned to the Voting and Claims Agent so as to be **actually received** by the Voting and Claims Agent on or before the Voting Deadline. **The Voting Deadline is March 20, 2023, at 4:00 p.m., prevailing Eastern Time.**
7. If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following votes will not be counted:**
 - (i) votes contained on any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (ii) votes contained on any Master Ballot cast by a party that does not hold a Claim in a Class that is entitled to vote on the Plan;
 - (iii) votes contained on any Master Ballot sent by facsimile or any electronic means other than electronic mail;
 - (iv) votes contained on any unsigned Master Ballot;
 - (v) votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and
 - (vi) votes contained on any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
8. The method of delivery of Master Ballots to the Voting and Claims Agent is at the election and risk of each Nominee. Except as otherwise provided herein, such delivery will be deemed made only when the Voting and Claims Agent **actually receives** the properly completed Master Ballot. In all cases, Beneficial Noteholders and Nominees should allow sufficient time to assure timely delivery.
9. If a Beneficial Noteholder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Beneficial Noteholder Ballot will apply to all applicable Classes and Debtors against whom such Beneficial Noteholder or Nominee has such Claim, as applicable, in that Voting Class.
10. If multiple Master Ballots are received from the same Nominee with respect to the same Claims prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier-received Master Ballots.
11. The Master Ballot does **not** constitute, and shall **not** be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.
12. **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the Master Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity and, if required or requested by the Voting and Claims Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Noteholder.

13. If you are both the Nominee and the Beneficial Noteholder of Unsecured Notes Claims (Class 8), and you wish to vote such Claims, you may return a Beneficial Noteholder Ballot or Master Ballot for such Claims and you must vote your entire Claims in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Noteholder Ballot, other than a Master Ballot with the votes of multiple Beneficial Noteholders that partially rejects and partially accepts the Plan will not be counted.
14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, the Debtors and the Voting and Claims Agent shall use reasonable efforts to aggregate separate Claims held by a single creditor in a Class 8 and treat such creditor as if such creditor held one Claim in Class 8, and all votes related to such Claims will be treated as a single vote to accept or reject the Plan; *provided, however*, that if separate affiliated entities hold Claims in Class 8, these Claims will not be aggregated and will not be treated as if such creditor held one Claim in Class 8, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.
15. The following additional rules shall apply to Master Ballots:
 - (i) votes cast by Beneficial Noteholders through a Nominee will be applied against the positions held by such Nominee as of the Voting Record Date, as evidenced by the record and depository listings;
 - (ii) votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Noteholder Ballots, will not be counted in excess of the record amount of the Claims held by such Nominee as reflected in the security position report provided by The Depository Trust Company as of the Voting Record Date;
 - (iii) to the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Noteholder Ballots, the Voting and Claims Agent will attempt to reconcile discrepancies with the Nominee;
 - (iv) to the extent that over-votes on a Master Ballot or pre-validated Beneficial Noteholder Ballots are not reconcilable prior to the preparation of the vote certification, the Voting and Claims Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Noteholder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in the Claims, as reflected in the security position report provided by The Depository Trust Company as of the Voting Record Date; and
 - (v) for purposes of tabulating votes, each Holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Voting and Claims Agent may be asked to adjust such principal amount to reflect the claim amount.

Please return your Master Ballot promptly

If you have any questions regarding this Master Ballot, these Voting Instructions or the Procedures for Voting, please call the restructuring hotline at: +1 (855) 631-5341 (toll free) or +1 (646) 795-6968 or email RevlonInfo@ra.kroll.com.

If the Voting and Claims Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on March 20, 2023, at 4:00 p.m., prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted hereby may be counted only in the sole and absolute discretion of the Debtors.

Exhibit A

Please check ONLY ONE box below to indicate the CUSIP/ISIN to which this Master Ballot pertains (or clearly indicate such information directly on the Master Ballot or on a schedule thereto). If you check more than one box below, the Beneficial Noteholder votes submitted on this Master Ballot may be invalidated:

	BOND DESCRIPTION	CUSIP / ISIN
Class 8 - Unsecured Notes Claims		
<input type="checkbox"/>	6.25% Senior Unsecured Notes due 8/1/2024	761519BF3 / US761519BF37
<input type="checkbox"/>	6.25% Senior Unsecured Notes due 8/1/2024 (144A)	761519BE6 / US761519BE61
<input type="checkbox"/>	6.25% Senior Unsecured Notes due 8/1/2024 (REGS)	U8000EAJ8 / USU8000EAJ83

Exhibit 2D

Form Beneficial Noteholder Ballot for Class 8

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10760 (DSJ)
)
) (Jointly Administered)
)

**BENEFICIAL NOTEHOLDER BALLOT FOR VOTING TO ACCEPT OR REJECT
THE FIRST AMENDED JOINT PLAN OF REORGANIZATION OF REVLON, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

CLASS 8: UNSECURED NOTES CLAIMS

**Please read and follow the enclosed instructions
for completing Ballots carefully before completing this Ballot.**

IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST FOLLOW THE DIRECTIONS OF YOUR NOMINEE AND ALLOW SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT MUST BE RETURNED TO THE VOTING AND CLAIMS AGENT BY MARCH 20, 2023, AT 4:00 P.M., PREVAILING EASTERN TIME (THE “VOTING DEADLINE”). IF, HOWEVER, YOU RECEIVED A “PRE-VALIDATED” BALLOT FROM YOUR NOMINEE WITH INSTRUCTIONS TO SUBMIT SUCH BALLOT DIRECTLY TO THE CLAIMS AND NOTICE AGENT, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST COMPLETE, EXECUTE, AND RETURN THE “PRE-VALIDATED” BALLOT, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY THE VOTING DEADLINE.

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Plan”) as set forth in the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as may be amended from time to time, the “Disclosure Statement”). The United States Bankruptcy Court for the Southern District of New York (the “Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on February 21, 2023 (the “Disclosure Statement Order”). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

You are receiving this Ballot for Beneficial Noteholders² (the “Beneficial Noteholder Ballot”) to the extent you are a Beneficial Noteholder of Unsecured Notes Claims as of **February 21, 2023** (the “Voting Record Date”). Accordingly, you have a right to (i) vote to accept or reject the Plan, and (ii) subject to the limitations set forth herein, opt-out of the Third-Party Releases (as defined below). You can cast your vote through this Beneficial Noteholder Ballot and (a) return it to your broker, bank, or other nominee, or the agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee”), in accordance with the instructions provided by your Nominee, who will then submit a master ballot (the “Master Ballot”) on behalf of the Beneficial Noteholders of Unsecured Notes Claims (Class 8) or (b) solely if this Beneficial Noteholder Ballot has been “pre-validated” by your Nominee, submit it directly to the Voting and Claims Agent as set forth below. **The Class 8 Unsecured Notes CUSIPs entitled to vote are set forth on Exhibit A attached hereto. Please follow the instructions set for on Exhibit A hereto to indicate the CUSIP to which this Beneficial Noteholder Ballot pertains.**

Your rights are described in the Disclosure Statement, which was included in the materials (the “Solicitation Materials”) you are receiving with this Beneficial Noteholder Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Materials, you may obtain them from (i) Kroll Restructuring Administration, LLC (the “Voting and Claims Agent”) at no charge by: (a) accessing the Debtors’ restructuring website with the Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>; (b) writing to the Voting and Claims Agent at Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232; (c) calling the Voting and Claims Agent at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; or (d) submitting an inquiry at <https://cases.ra.kroll.com/Revlon>; or (ii) for a fee via PACER at <http://www.nysb.uscourts.gov>.

This Beneficial Noteholder Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Beneficial Noteholder Ballot in error, or if you believe that you have received the wrong ballot, please contact your Nominee **immediately** at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in the Class 8 (Unsecured Notes Claims) under the Plan.

Unless otherwise instructed by your Nominee, in order for your vote to count, your Nominee must receive this Beneficial Noteholder Ballot in sufficient time for your Nominee to include your vote on a Master Ballot that must be received by the Voting and Claims Agent on or before the Voting Deadline, which is **March 20, 2023, at 4:00 p.m., prevailing Eastern Time**. Please allow sufficient time for your vote to be included on the Master Ballot completed by your Nominee. If a Master Ballot or a “pre-validated” Beneficial Noteholder Ballot recording your vote is not received by the Voting Deadline, and if the Voting Deadline is not extended, your vote will not count. If you hold Claims in more than one Voting Class, you will receive a Ballot for each Class in which you are entitled to vote.

IMPORTANT NOTICE REGARDING TREATMENT FOR CLASS 8

As described in more detail in the Disclosure Statement and Plan, if the Plan is confirmed and the Effective Date occurs, each Holder of an Allowed Unsecured Notes Claim shall receive:

- i. **If Class 8 votes to accept the Plan and the Creditors’ Committee Settlement Conditions are satisfied:** in full and final satisfaction, compromise, settlement, release, and discharge of such Claim, such Holder’s Pro Rata share of the Unsecured Notes Settlement Distribution; or

² A “Beneficial Noteholder” means a beneficial owner of publicly traded securities whose claims have not been satisfied prior to the Voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the Nominees holding through DTC.

ii. **If Class 8 votes to reject the Plan or the Creditors' Committee Settlement Conditions are not satisfied:** no recovery or distribution on account of such Claim, and all Unsecured Notes Claims shall be canceled, released, extinguished, and discharged, and of no further force or effect; *provided* that, subject to Court approval, each Holder of an Unsecured Notes Claim that (a) votes to accept the Plan on account of its Unsecured Notes Claim, and (b) does not, directly or indirectly, object to, or otherwise impede, delay, or interfere with, solicitation, acceptance, Confirmation, or Consummation of the Plan (such Holder, a "Consenting Unsecured Noteholder") shall receive 50% of such Holder's Pro Rata share of the Unsecured Notes Settlement Distribution (the "Consenting Unsecured Noteholder Recovery"); *provided, further*, that if the Court finds that such Consenting Unsecured Noteholder Recovery is improper, there shall be no such distribution to Consenting Unsecured Noteholders under the Plan.

Only Holders of Unsecured Notes Claims that vote to accept the Plan and otherwise qualify as a Consenting Unsecured Noteholder will be eligible to receive the Consenting Unsecured Noteholder Recovery.

NOTE: Consenting Unsecured Noteholders who vote through Broadridge must maintain record of the control number issued by Broadridge, as this information will be used to facilitate the distribution of your Consenting Unsecured Noteholder Recovery, if applicable.

YOU SHOULD CONSULT THE DISCLOSURE STATEMENT AND PLAN FOR MORE DETAILS.

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGES 9-10, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Amount of Claim(s).

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Beneficial Noteholder of Unsecured Notes Claims (Class 8) in the following aggregate unpaid principal amount (insert amount in box below, unless otherwise completed by your Nominee):

\$ _____

Item 2. Vote on Plan.

NOTE THAT IN THE EVENT CLASS 8 VOTES TO REJECT THE PLAN OR THE CREDITORS' COMMITTEE SETTLEMENT CONDITIONS ARE NOT SATISFIED, EACH HOLDER OF UNSECURED NOTES CLAIMS THAT QUALIFIES AS A CONSENTING UNSECURED NOTEHOLDER IN ACCORDANCE WITH THE PLAN WILL RECEIVE THE CONSENTING UNSECURED NOTEHOLDER RECOVERY, SUBJECT TO COURT APPROVAL. ONLY HOLDERS OF UNSECURED NOTES CLAIMS THAT VOTE TO ACCEPT THE PLAN AND DO NOT, DIRECTLY OR INDIRECTLY, OBJECT TO OR OTHERWISE IMPEDE, DELAY OR INTERFERE WITH SOLICITATION, ACCEPTANCE, CONFIRMATION, OR CONSUMMATION OF THE PLAN WILL BE ELIGIBLE TO RECEIVE THE CONSENTING UNSECURED NOTEHOLDER RECOVERY.

NOTE THAT THE CONSENTING UNSECURED NOTEHOLDER RECOVERY MAY BE SUBJECT TO SUBSTANTIAL CHALLENGES. IF THE CONSENTING UNSECURED NOTEHOLDER RECOVERY IS SUCCESSFULLY CHALLENGED, IT WILL NOT BE PROVIDED UNDER THE PLAN, AND THE PLAN MAY STILL BE CONFIRMED.

The Holder of the Claim(s) against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> ACCEPT (vote FOR) the Plan	<input type="checkbox"/> REJECT (vote AGAINST) the Plan
--	--

The vote transmitted on this Beneficial Noteholder Ballot shall be tabulated against each applicable Debtor that you have a Claim against in Class 8 (Unsecured Notes Claims).

Item 3. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. EXCEPT AS PROVIDED BELOW, PARTIES RECEIVING THIS BENEFICIAL NOTEHOLDER BALLOT MAY OPT-OUT OF THE THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE BOX BELOW.

IF YOU VOTE TO ACCEPT THE PLAN, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES DESCRIBED IN THIS ITEM 3 AND ANY ELECTION YOU MAKE TO NOT GRANT THE RELEASES WILL BE INVALIDATED.

IF (I) YOU DO NOT VOTE EITHER TO ACCEPT OR REJECT THE PLAN, OR (II) YOU VOTE TO REJECT THE PLAN, AND YOU DO NOT CHECK THE BOX IN THIS ITEM 3 BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASES DESCRIBED IN THIS ITEM 3 ABOVE AND BE BOUND BY SUCH THIRD-PARTY RELEASES.

IF YOU VALIDLY ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASES AND THE BENEFIT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE X OF THE PLAN AND DESCRIBED ABOVE.

<input type="checkbox"/> Opt-Out of the Third-Party Releases.

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction,

contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the "Third-Party Releases") as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the

formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, "Related Party" means, in each case in its capacity as such, (a) such Debtor's or Reorganized Debtor's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, “**Released Party**” means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors’ consent.
- (2) Under the Plan, “**Releasing Parties**” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors’ Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity’s current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity’s current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.
- (3) Under the Plan, “**Excluded Parties**” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit

Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 4. Other Beneficial Noteholder Ballots Submitted. By returning this Beneficial Noteholder Ballot, the Holder of the Claims identified in Item 1 certifies that (i) this Beneficial Noteholder Ballot is the only Beneficial Noteholder Ballot submitted for Claims identified in Item 1 owned by such Holder, except as identified in the following table, and (ii) all Beneficial Noteholder Ballots submitted by the Holder in the same Class indicate the same vote to accept or reject the Plan that the Holder has indicated in Item 2 of this Beneficial Noteholder Ballot (please use additional sheets of paper if necessary):

**ONLY COMPLETE THIS TABLE IF YOU HAVE VOTED OTHER
CLAIMS IN THE SAME CLASS ON OTHER BENEFICIAL NOTEHOLDER BALLOTS**

Account Number	DTC Participant Number and Name of Other Nominee	Principal Amount of Other Claims Voted	CUSIP of Other Claims Voted	Vote (Accept or Reject)	Opt-Out
		\$			
		\$			

Item 5. Certifications.

By signing this Beneficial Noteholder Ballot, the undersigned Entity certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) such Entity is the Holder of the Claims being voted on this Beneficial Noteholder Ballot; or (b) such Entity is an authorized signatory for the Entity that is the Holder of the Claims being voted on this Beneficial Noteholder Ballot;
- (ii) such Holder has received a copy of the Disclosure Statement and the Solicitation Materials and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (iii) such Holder, if it or its authorized signatory votes to accept the Plan, will be deemed to have consented to the Third-Party Releases;
- (iv) such Holder has cast the same vote with respect to all its Claims in a single Class; and
- (v) no other Beneficial Noteholder Ballots with respect to the Claims identified in Item 1 have been cast or, if any other Beneficial Noteholder Ballots have been cast with respect to such Claims, then any such earlier-received Beneficial Noteholder Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Name of DTC Participant:	_____
DTC Participant Number:	_____
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____

Email:	_____
Date Completed:	_____

Please complete, sign, and date this Ballot in accordance with the instructions of your Nominee.

If the Voting and Claims Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Noteholder Ballot (or your pre-validated Beneficial Noteholder Ballot) on or before March 20, 2023, at 4:00 p.m., prevailing Eastern Time (and if the Voting Deadline is not extended), your vote transmitted by this Beneficial Noteholder Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL NOTEHOLDER BALLOT¹

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Beneficial Noteholder Ballot or in these instructions (the “**Ballot Instructions**”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims that vote in at least one Class of creditors entitled to vote on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129 of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Noteholder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Voting and Claims Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (i) complete the Beneficial Noteholder Ballot; (ii) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Noteholder Ballot; and (iii) sign and return the Beneficial Noteholder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Voting and Claims Agent is **March 20, 2023, at 4:00 p.m., prevailing Eastern Time**. Your completed Beneficial Noteholder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Voting and Claims Agent on or before the Voting Deadline.
4. **The following Beneficial Noteholder Ballots will not be counted:**
 - (i) any Beneficial Noteholder Ballot that partially rejects and partially accepts the Plan;
 - (ii) any Beneficial Noteholder Ballot not marked to accept or reject the Plan, or any Beneficial Noteholder Ballot marked both to accept and reject the Plan;
 - (iii) any Beneficial Noteholder Ballot sent to the Debtors, the Debtors’ agents (other than pre-validated Beneficial Noteholder Ballots submitted to the Voting and Claims Agent), any indenture trustee, or the Debtors’ financial or legal advisors;
 - (iv) any Beneficial Noteholder Ballot returned to a Nominee not in accordance with the Nominee’s instructions;
 - (v) any Beneficial Noteholder Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (vi) any Beneficial Noteholder Ballot cast by an Entity that does not hold an Unsecured Notes Claims (Class 8);
 - (vii) any Beneficial Noteholder Ballot submitted by a Holder not entitled to vote pursuant to the Plan; and/or
 - (viii) any unsigned Beneficial Noteholder Ballot (except in accordance with the Nominee’s instructions).
5. If your Beneficial Noteholder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot (or your pre-validated Beneficial Noteholder Ballot is not received by the Voting and Claims Agent by the Voting Deadline), it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Noteholders should allow sufficient time to assure timely delivery of your Beneficial Noteholder Ballot to your Nominee. No Beneficial Noteholder Ballot should be sent to any of the Debtors, the Debtors’ agents (other than pre-validated Beneficial Noteholder Ballots submitted to the Voting and Claims Agent), the Debtors’ financial or legal advisors, and if so sent will not be counted.

¹ If you hold your notes as a registered holder directly on the books and records of the indenture trustee and not through the DTC you must use this Beneficial Noteholder Ballot to vote your directly registered claim. For the avoidance of doubt, DTC Participants must use a Master Ballot to submit the votes of their Beneficial Noteholder clients.

6. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline (whether pursuant to a Master Ballot or a pre-validated Ballot), the last received valid Beneficial Noteholder Ballot timely received will supersede and revoke any earlier-received Ballots.
7. You must vote all of your Claims within a Class either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within a Class, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within such Class for the purpose of counting votes.
8. This Beneficial Noteholder Ballot does **not** constitute, and shall **not** be deemed to be, (i) a Proof of Claim, or (ii) an assertion or admission of a Claim.
9. **Please be sure to sign and date your Beneficial Noteholder Ballot.** If you are signing a Beneficial Noteholder Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Voting and Claims Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Holder.
10. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. Each Ballot votes **only** your Claims indicated on that Ballot, so please complete and return each Ballot that you received.
11. The Beneficial Noteholder Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Voting and Claims Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.

Please return your Beneficial Noteholder Ballot promptly

If you have any questions regarding this Beneficial Noteholder Ballot, these Voting Instructions or the Procedures for Voting through your Nominee, please contact your Nominee for further assistance. If you have general questions regarding the solicitation or would like to request Solicitation Materials, please contact the Voting and Claims Agent by calling the restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968 or emailing RevlonInfo@ra.kroll.com.

If the Voting and Claims Agent does not actually receive the Master Ballot reflecting the vote cast on this Beneficial Noteholder Ballot (or your pre-validated Beneficial Noteholder Ballot) on or before March 20, 2023, at 4:00 p.m., prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted by this Beneficial Noteholder Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

Please complete, sign, and date this Beneficial Noteholder Ballot and return it in accordance with the instructions of your Nominee - unless you are returning a “pre-validated” Beneficial Noteholder Ballot directly to the Voting and Claims Agent. For your vote to be counted, your voting instructions, whether in the form of a Beneficial Noteholder Ballot or otherwise according to directions received from your Nominee, must be received by your Nominee in sufficient time to be included on a timely submitted Master Ballot. Alternatively, your “pre-validated” Beneficial Noteholder Ballot must be actually received by the Voting and Claims Agent by no later than the Voting Deadline, unless such Voting Deadline is extended by the Debtors.

You must follow the below submission instructions only if you are returning a “pre-validated” Beneficial Noteholder Ballot to the Voting and Claims Agent rather than returning such Ballot to your Nominee:

Submit your pre-validated Beneficial Noteholder Ballot in pdf format via electronic mail to:

revlonballots@ra.kroll.com (with “Revlon Beneficial Noteholder Ballot” in the subject line)

Beneficial Noteholders that return a pre-validated Beneficial Noteholder Ballot directly to Voting and Claims Agent via email SHOULD NOT also return a paper copy of their pre-validated Beneficial Noteholder Ballot.

Submit your pre-validated Beneficial Noteholder Ballot by First-Class Mail, Overnight Courier, or Hand Delivery:

**Revlon Ballot Processing
c/o Kroll Restructuring Administration LLC
850 Third Avenue, Suite 412
Brooklyn, NY 11232**

To arrange hand delivery of your pre-validated Beneficial Noteholder Ballot, please email revlonballots@ra.kroll.com (with “Revlon Beneficial Noteholder Ballot” in the subject line) at least 24 hours in advance with the expected date and time of such delivery.

Exhibit A

*Please check **ONLY ONE** box below to indicate the **CUSIP/ISIN** to which this **Beneficial Noteholder Ballot** pertains. If you check more than one box below, your vote may be invalidated:*

	BOND DESCRIPTION	CUSIP / ISIN
Class 8 - Unsecured Notes Claims		
<input type="checkbox"/>	6.25% Senior Unsecured Notes due 8/1/2024	761519BF3 / US761519BF37
<input type="checkbox"/>	6.25% Senior Unsecured Notes due 8/1/2024 (144A)	761519BE6 / US761519BE61
<input type="checkbox"/>	6.25% Senior Unsecured Notes due 8/1/2024 (REGS)	U8000EAJ8 / USU8000EAJ83

Exhibit 3

[Reserved]

Exhibit 4

Unimpaired Non-Voting Status Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 22-10760 (DSJ)

)
) (Jointly Administered)

**NOTICE OF (I) NON-VOTING STATUS TO HOLDERS OF
UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN,
AND (II) OPPORTUNITY TO OPT-OUT OF THE THIRD-PARTY RELEASES**

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth beginning on page 4 below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and Retiree Benefit Claims may opt-out of the Third-Party Releases.

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”)² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT according to the Debtors’ books and records, you are a Holder of Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and/or Retiree Benefit Claims.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) that is not impaired under the Plan and therefore conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are **not** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 3, 2023 at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors’ Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
	Revlon, Inc. 55 Water St., 43 rd Floor New York, NY 10041-0004 Attention: Andrew Kidd Seth Fier Elise Quinones
E-mail:	Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com

United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>
Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc.

Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

* * * * *

RELEASE OPT-OUT NOTICE

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and Retiree Benefit Claims may opt-out of the Third-Party Releases.

If you choose to opt-out of the Third-Party Releases set forth in Article X of the Plan, you may submit your election by submitting the electronic version of this opt-out form (the “Opt-Out Notice”) through the Voting and Claims Agent’s online balloting portal, which can be accessed via the Debtors’ restructuring website, <https://cases.ra.kroll.com/Revlon>, according to instructions provided below.

IF YOU CHOOSE TO OPT-OUT OF THE THIRD-PARTY RELEASES SET FORTH IN THE PLAN, THIS OPT-OUT NOTICE MUST BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY MARCH 20, 2023, AT 4:00 P.M. PREVAILING EASTERN TIME (THE “OPT-OUT DEADLINE”).

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGE 9, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Certification.

The undersigned hereby certifies that as of February 21, 2023 (the “Voting Record Date”), the undersigned was a Holder of Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and/or Retiree Benefit Claims.

Item 2. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. AS A HOLDER OF OTHER SECURED CLAIMS, OTHER PRIORITY CLAIMS, FILO ABL CLAIMS, QUALIFIED PENSION CLAIMS, AND/OR RETIREE BENEFIT CLAIMS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN UNLESS YOU CHECK THE BOX BELOW TO ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.E OF THE PLAN. IF YOU ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASES AND THE BENEFIT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE X OF THE PLAN AND DESCRIBED ABOVE.

<input type="checkbox"/> Opt-Out of the Third-Party Releases.

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively,

released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given

and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the “Third-Party Releases”) as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors’ restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, “Related Party” means, in each case in its capacity as such, (a) such Debtor’s or Reorganized

Debtor's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, "**Released Party**" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.
- (2) Under the Plan, "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

- (3) Under the Plan, “*Excluded Parties*” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any

manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 5. Certifications.

By signing this Opt-Out Notice, the undersigned certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) the Entity is a Holder of Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and/or Retiree Benefit Claims as set forth in Item 1; or (b) the Entity is an authorized signatory for an Entity that is a Holder of Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and/or Retiree Benefit Claims as set forth in Item 1;
- (ii) such Holder has received a copy of the *Notice of (I) Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan, and (II) Opportunity to Opt-Out of the Third-Party Releases*, and that this Opt-Out Notice is submitted pursuant to the terms and conditions set forth therein;
- (iii) such Holder has submitted the same respective election concerning the releases with respect to all Claims it holds; and
- (iv) no other Opt-Out Notice with such Holder's Other Secured Claims, Other Priority Claims, FILO ABL Claims, Qualified Pension Claims, and/or Retiree Benefit Claims has been submitted or, if any other Opt-Out Notices have been submitted with respect to such Claims, then any such earlier Opt-Out Notices are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT NOTICE AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

IN THE ALTERNATIVE, IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE SUBMIT THE ELECTRONIC VERSION OF YOUR OPT-OUT NOTICE THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

To submit your Opt-Out Notice via the online balloting portal, please visit <https://cases.ra.kroll.com/Revlon> and follow the instructions to submit your Opt-Out Notice.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Opt-Out Notice:

Unique Opt-Out Notice ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Opt-Out Notices will be accepted via electronic or online transmission. Opt-Out Notices submitted by facsimile, e-mail, or other means of electronic transmission will not be counted. Each Opt-Out Notice ID# is to be used solely in relation to those Claims described in Item 1 of your Opt-Out Notices. Please complete and submit an Opt-Out Notice for each Opt-Out Notice ID# you receive, as applicable. If you choose to submit your Opt-Out Notice via the Voting and Claims Agent's online platform, you should not also return a hard copy of your Opt-Out Notice.

The Opt-Out Notice does not constitute, and shall not be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

* * * * *

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit 5A

Impaired Non-Voting Status Notice for Holders of Subordinated Claims

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
REVLON, INC., *et al.*,¹) Case No. 22-10760 (DSJ)
)
Debtors.) (Jointly Administered)
)

**NOTICE OF (I) NON-VOTING STATUS TO HOLDERS OF
SUBORDINATED CLAIMS DEEMED TO REJECT THE PLAN, AND (II)
OPPORTUNITY TO OPT-OUT OF THE THIRD-PARTY RELEASES**

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth beginning on page 4 below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of Subordinated Claims may opt-out of the Third-Party Releases.

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because based on the Debtors’ books and records, you are a Holder of Subordinated Claims, and because of the nature and treatment of your Claim under the Plan, **you are not entitled to vote on the Plan**. Specifically, under the terms of the Plan, as a Holder of Subordinated Claims (as currently

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

asserted against the Debtors) that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors’ Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
Revlon, Inc. 55 Water St., 43 rd Floor New York, NY 10041-0004 Attention:	Andrew Kidd Seth Fier Elise Quinones
E-mail:	Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com

United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkippler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>
Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc.

Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

* * * * *

RELEASE OPT-OUT NOTICE

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of Subordinated Claims may opt-out of the Third-Party Releases.

If you choose to opt-out of the Third-Party Releases set forth in Article X of the Plan, you may submit your election by submitting the electronic version of this opt-out form (the “Opt-Out Notice”) through the Voting and Claims Agent’s online balloting portal, which can be accessed via the Debtors’ restructuring website, <https://cases.ra.kroll.com/Revlon>, according to instructions provided below.

IF YOU CHOOSE TO OPT-OUT OF THE THIRD-PARTY RELEASES SET FORTH IN THE PLAN, THIS OPT-OUT NOTICE MUST BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY MARCH 20, 2023, AT 4:00 P.M. PREVAILING EASTERN TIME (THE “OPT-OUT DEADLINE”).

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGE 9, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Certification.

The undersigned hereby certifies that as of February 21, 2023 (the “Voting Record Date”), the undersigned was a Holder of Subordinated Claims in Class 10.

Item 2. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. AS A HOLDER OF SUBORDINATED CLAIMS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN UNLESS YOU CHECK THE BOX BELOW TO ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.E OF THE PLAN. IF YOU ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASES AND THE BENEFIT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE X OF THE PLAN AND DESCRIBED ABOVE.

<input type="checkbox"/> Opt-Out of the Third-Party Releases.

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf

of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the “Third-Party Releases”) as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors’ restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, “Related Party” means, in each case in its capacity as such, (a) such Debtor’s or Reorganized Debtor’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers,

members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, "**Released Party**" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.
- (2) Under the Plan, "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

- (3) Under the Plan, “*Excluded Parties*” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any

manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 5. Certifications.

By signing this Opt-Out Notice, the undersigned certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) the Entity is a Holder of Subordinated Claims as set forth in Item 1; or (b) the Entity is an authorized signatory for an Entity that is a Holder of Subordinated Claims as set forth in Item 1;
- (ii) such Holder has received a copy of the *Notice of (I) Non-Voting Status to Holders of Subordinated Claims Deemed to Reject the Plan, and (II) Opportunity to Opt-Out of the Third-Party Releases*, and that this Opt-Out Notice is submitted pursuant to the terms and conditions set forth therein;
- (iii) such Holder has submitted the same respective election concerning the releases with respect to all Claims it holds; and
- (iv) no other Opt-Out Notice with such Holder's Subordinated Claims has been submitted or, if any other Opt-Out Notices have been submitted with respect to such Claims, then any such earlier Opt-Out Notices are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT NOTICE AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

IN THE ALTERNATIVE, IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE SUBMIT THE ELECTRONIC VERSION OF YOUR OPT-OUT NOTICE THROUGH THE VOTING AND CLAIMS AGENT'S ONLINE BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

To submit your Opt-Out Notice via the online balloting portal, please visit <https://cases.ra.kroll.com/Revlon> and follow the instructions to submit your Opt-Out Notice.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Opt-Out Notice:

Unique Opt-Out Notice ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Opt-Out Notices will be accepted via electronic or online transmission. Opt-Out Notices submitted by facsimile, e-mail, or other means of electronic transmission will not be counted. Each Opt-Out Notice ID# is to be used solely in relation to those Claims described in Item 1 of your Opt-Out Notices. Please complete and submit an Opt-Out Notice for each Opt-Out Notice ID# you receive, as applicable. If you choose to submit your Opt-Out Notice via the Voting and Claims Agent's online platform, you should not also return a hard copy of your Opt-Out Notice.

The Opt-Out Notice does not constitute, and shall not be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

* * * * *

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit 5B

Impaired Non-Voting Status Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*,¹

Debtors.

)
) Chapter 11

)
) Case No. 22-10760 (DSJ)

)
) (Jointly Administered)

**NOTICE OF (I) NON-VOTING STATUS TO HOLDERS OF
INTERESTS DEEMED TO REJECT THE PLAN, AND (II) OPPORTUNITY TO OPT-IN
TO THE THIRD-PARTY RELEASES**

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth beginning on page 4 below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of publicly traded Interests in Holdings may opt-in to the Third-Party Releases.

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because based on the Debtors’ books and records, you are a Holder of Interests in Revlon, Inc. (“Holdings”), and because of the nature and treatment of your Interest under the Plan, **you are not entitled to vote on the Plan.** Specifically, under the terms of the Plan, as a Holder of an

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

Interest in Holdings (as currently asserted against the Debtors) that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors’ Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
Revlon, Inc. 55 Water St., 43 rd Floor New York, NY 10041-0004 Attention:	Andrew Kidd Seth Fier Elise Quinones
E-mail:	Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com

United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkippler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>
Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc.

Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

* * * * *

RELEASE OPT-IN NOTICE

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of publicly traded Interests in Holdings may opt-in to the Third-Party Releases.

If you choose to opt-in to the Third-Party Releases set forth in Article X.E of the Plan, you may submit your election to opt-in by submitting the electronic version of this opt-in form (the “Opt-In Notice”) through the Voting and Claims Agent’s online balloting portal, which can be accessed via the Debtors’ restructuring website, <https://cases.ra.kroll.com/Revlon>, according to instructions provided below.

IF YOU CHOOSE TO OPT-IN TO THE THIRD-PARTY RELEASES SET FORTH IN THE PLAN, THIS OPT-IN NOTICE MUST BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY MARCH 20, 2023, AT 4:00 P.M. PREVAILING EASTERN TIME (THE “OPT-IN DEADLINE”).

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGE 9, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Certification.

The undersigned hereby certifies that as of February 21, 2023 (the “Voting Record Date”), the undersigned was a Holder of publicly traded Interests in Holdings in Class 12.

Item 2. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. AS A HOLDER OF A PUBLICLY TRADED INTEREST IN HOLDINGS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN IF YOU OPT-IN TO THE RELEASES CONTAINED IN THE PLAN BY CHECKING THE BOX BELOW TO ELECT TO GRANT THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.E OF THE PLAN. YOU WILL BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN ONLY IF (I) THE COURT DETERMINES THAT YOU HAVE THE RIGHT TO OPT-IN TO THE RELEASES AND (II) YOU CHECK THE BOX BELOW AND SUBMIT THE OPT-IN NOTICE BY THE OPT-IN DEADLINE.

<input type="checkbox"/> Opt-In to the Third-Party Releases.
--

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from

any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given

and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the “Third-Party Releases”) as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors’ restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, “Related Party” means, in each case in its capacity as such, (a) such Debtor’s or Reorganized

Debtor's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, "**Released Party**" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.
- (2) Under the Plan, "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

- (3) Under the Plan, “*Excluded Parties*” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any

manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 5. Certifications.

By signing this Opt-In Notice, the undersigned certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) the Entity is a Holder of publicly traded Interests in Holdings as set forth in Item 1; or (b) the Entity is an authorized signatory for an Entity that is a Holder of publicly traded Interests in Holdings as set forth in Item 1;
- (ii) such Holder has received a copy of the *Notice of (I) Non-Voting Status to Holders of Interests Deemed to Reject the Plan, and (II) Opportunity to Opt-In to the Third-Party Releases*, and that this Opt-In Notice is submitted pursuant to the terms and conditions set forth therein;
- (iii) such Holder has submitted the same respective election concerning the releases with respect to all publicly traded Interests in Holdings in Class 12 that it holds; and
- (iv) no other Opt-In Notice with respect to the publicly traded Interests in Holdings that such Holder holds has been submitted or, if any other Opt-In Notices have been submitted with respect to such Interests, then any such earlier Opt-In Notices are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT-IN ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-IN NOTICE AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

IN THE ALTERNATIVE, PLEASE SUBMIT THE ELECTRONIC VERSION OF YOUR OPT-IN NOTICE THROUGH THE VOTING AND CLAIMS AGENT’S ONLINE BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

If you hold Interests on American Stock Transfer’s books and records, please submit your Opt-In Notice via the online balloting portal by visiting <https://cases.ra.kroll.com/Revlon>, clicking on the “Submit E-Ballot” link and following the instructions to submit your Opt-In Notice.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Opt-In Notice:

Unique Opt-In Notice ID#: _____

The Voting and Claims Agent’s online portal is the sole manner in which Opt-In Notices will be accepted via electronic or online transmission. Opt-In Notices submitted by facsimile, e-mail, or other means of electronic transmission will not be counted. Each Opt-In Notice ID# is to be used solely in relation to your Class 12 Interests in Holdings. Please complete and submit an Opt-In Notice for each Opt-In Notice ID# you receive, as applicable. If you choose to submit your Opt-In Notice via the Voting and Claims Agent’s online platform, you should not also return a hard copy of your Opt-In Notice.

Please note that if you hold Class 12 Interests through a nominee at The Depository Trust Company, you must click on the “Public Equity Opt-In Form” link located on the left-hand navigation panel of the Debtors’ restructuring website at <https://cases.ra.kroll.com/revlon> to submit an electronic version of your Opt-In Form.

Class 12 Interests	CUSIP/ISIN
Common Stock	CUSIP 761525609 / ISIN US7615256093

* * * * *

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit 6

Notice to Disputed Claim Holders

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
REVLON, INC., *et al.*,¹) Case No. 22-10760 (DSJ)
)
Debtors.) (Jointly Administered)
)

**NOTICE OF (I) NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS
AND (II) OPPORTUNITY TO OPT-OUT OF THE THIRD-PARTY RELEASES**

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth beginning on page 5 below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of Non-Voting Disputed Claims may opt-out of the Third-Party Releases.

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”)² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Disclosure Statement, Disclosure Statement Order, the Plan, and other documents and materials included in the Solicitation Materials, except Ballots, may be obtained at no charge from Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”) by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

free) or +1 (646) 795-6968; (ii) visiting the Debtors' restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the Holder of a Claim that is subject to a pending objection by the Debtors. **You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place before the date that is three business days before the Voting Deadline** (each, a "Resolution Event"):

- i. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
- ii. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
- iii. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors, with the consent of the Required Consenting BrandCo Lenders, resolving the objection and allowing such Claim in an agreed-upon amount; or
- iv. the pending objection is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than two (2) business days thereafter, the Voting and Claims Agent shall distribute a Ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Voting and Claims Agent no later than the Voting Deadline, which is on **March 20, 2023, at 4:00 p.m., prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claims, you should contact the Voting and Claims Agent in accordance with the instructions provided above.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a "live" or "listen only" capacity, must make an electronic appearance through the "eCourtAppearances" tab on the Court's website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the "Appearance Deadline"). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court's website by the Appearance Deadline and not by emailing or otherwise contacting the Court.

Additional information regarding the Court's Zoom and hearing procedures can be found on the Court's website.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors' Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
Revlon, Inc. 55 Water St., 43 rd Floor New York, NY 10041-0004 Attention:	Andrew Kidd Seth Fier Elise Quinones
E-mail:	Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com

United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>
Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

* * * * *

RELEASE OPT-OUT NOTICE

Article X of the Plan contains certain release, injunction, and exculpation provisions, including the Third-Party Releases set forth below. You are advised to carefully review and consider the Plan, including the release, injunction, and exculpation provisions, as your rights may be affected. Holders of Non-Voting Disputed Claims may opt-out of the Third-Party Releases.

If you choose to opt-out of the Third-Party Releases set forth in Article X of the Plan, you may submit your election by submitting the electronic version of this opt-out form (the “Opt-Out Notice”) through the Voting and Claims Agent’s online balloting portal, which can be accessed via the Debtors’ restructuring website, <https://cases.ra.kroll.com/Revlon>, according to instructions provided below.

IF YOU CHOOSE TO OPT-OUT OF THE THIRD-PARTY RELEASES SET FORTH IN THE PLAN, THIS OPT-OUT NOTICE MUST BE ACTUALLY RECEIVED BY THE VOTING AND CLAIMS AGENT BY MARCH 20, 2023, AT 4:00 P.M. PREVAILING EASTERN TIME (THE “OPT-OUT DEADLINE”).

PLEASE COMPLETE THE FOLLOWING, SIGN AND COMPLETE THE BOX ON PAGE 10, AND RETURN THE FORM TO THE VOTING AND CLAIMS AGENT PURSUANT TO THE INSTRUCTIONS:

Item 1. Certification.

The undersigned hereby certifies that as of February 21, 2023 (the “Voting Record Date”), the undersigned was a Holder of Non-Voting Disputed Claims.

Item 2. Important information regarding the Debtor Releases, Third-Party Releases, Exculpation, and Injunction provisions of the Plan.

PLEASE TAKE NOTICE THAT ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS. AS A HOLDER OF NON-VOTING DISPUTED CLAIMS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN UNLESS YOU CHECK THE BOX BELOW TO ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.E OF THE PLAN. IF YOU ELECT TO OPT-OUT OF THE THIRD-PARTY RELEASES, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE DEBTOR RELEASES AND THE BENEFIT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE X OF THE PLAN AND DESCRIBED ABOVE.

<input type="checkbox"/> Opt-Out of the Third-Party Releases.

Article X.D of the Plan provides for debtor releases (the “Debtor Releases”) as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or

hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the “Third-Party Releases”) as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors’ restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, “Related Party” means, in each case in its capacity as such, (a) such Debtor’s or Reorganized Debtor’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts

or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, "**Released Party**" means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors' consent.
- (2) Under the Plan, "**Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors' Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity's current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity's current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.

- (3) Under the Plan, “*Excluded Parties*” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any

manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Item 5. Certifications.

By signing this Opt-Out Notice, the undersigned certifies to the Court and the Debtors that:

- (i) as of the Voting Record Date, either: (a) the Entity is a Holder of Non-Voting Disputed Claims as set forth in Item 1; or (b) the Entity is an authorized signatory for an Entity that is a Holder of Non-Voting Disputed Claims as set forth in Item 1;
- (ii) such Holder has received a copy of the *Notice of (I) Non-Voting Status with Respect to Disputed Claims and (II) Opportunity to Opt-Out of the Third-Party Releases*, and that this Opt-Out Notice is submitted pursuant to the terms and conditions set forth therein;
- (iii) such Holder has submitted the same respective election concerning the releases with respect to all Claims it holds; and
- (iv) no other Opt-Out Notice with such Holder's Non-Voting Disputed Claims has been submitted or, if any other Opt-Out Notices have been submitted with respect to such Claims, then any such earlier Opt-Out Notices are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT NOTICE AND RETURN IT (WITH A SIGNATURE) PROMPTLY IN THE ENVELOPE PROVIDED VIA FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Revlon, Inc. Ballot Processing
c/o Kroll Restructuring Administration, LLC
850 3rd Avenue, Suite 412
Brooklyn, NY 11232**

IN THE ALTERNATIVE, IF YOU WISH TO MAKE THE OPT-OUT ELECTION, PLEASE SUBMIT THE ELECTRONIC VERSION OF YOUR OPT-OUT NOTICE THROUGH THE

VOTING AND CLAIMS AGENT'S ONLINE BALLOTING PORTAL PER INSTRUCTIONS PROVIDED BELOW:

To submit your Opt-Out Notice via the online balloting portal, please visit <https://cases.ra.kroll.com/Revlon> and follow the instructions to submit your Opt-Out Notice.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized Opt-Out Notice:

Unique Opt-Out Notice ID#: _____

The Voting and Claims Agent's online portal is the sole manner in which Opt-Out Notices will be accepted via electronic or online transmission. Opt-Out Notices submitted by facsimile, e-mail, or other means of electronic transmission will not be counted. Each Opt-Out Notice ID# is to be used solely in relation to those Claims described in Item 1 of your Opt-Out Notices. Please complete and submit an Opt-Out Notice for each Opt-Out Notice ID# you receive, as applicable. If you choose to submit your Opt-Out Notice via the Voting and Claims Agent's online platform, you should not also return a hard copy of your Opt-Out Notice.

The Opt-Out Notice does not constitute, and shall not be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

* * * * *

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit 7

Cover Letter

**Revlon, Inc.
55 Water St., 43rd Floor
New York, NY 10041-0004**

February 21, 2023

Via First-Class Mail

RE: *In re Revlon, Inc., et al.*, Chapter 11 Case No. 22-10760 (DSJ) (Bankr. S.D.N.Y.)

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Revlon, Inc. and the other above-captioned debtors and debtors in possession (collectively, the “Debtors”)¹ each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “Court”) on June 15, 2022.

You have received this letter and the enclosed materials because you are entitled to vote on the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”). On February 21, 2023, the Court entered an order (the “Disclosure Statement Order”) (i) authorizing the Debtors to solicit acceptances for the Plan, (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”)² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the solicitation materials and documents to be included in the solicitation materials (the “Solicitation Materials”), and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan, and for filing objections to the Plan.

You are receiving this letter because you are entitled to vote on the Plan, and the Debtors strongly urge you to accept the Plan and grant the Third-Party Releases. Therefore, you should read this letter carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

In addition to this cover letter, the enclosed materials comprise your Solicitation Materials, and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept the Plan. The Solicitation Materials consist of the following:

- i. a copy of the Solicitation and Voting Procedures;
- ii. a Ballot, together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope;
- iii. this letter;
- iv. the Committee Letter;
- v. the Disclosure Statement, as approved by the Court (and exhibits thereto, including the Plan);
- vi. the Disclosure Statement Order (excluding the exhibits thereto except the Solicitation and Voting Procedures);
- vii. the notice of the hearing to consider Confirmation of the Plan; and
- viii. such other materials as the Court may direct.

The Debtors have approved the filing of the Plan and the solicitation of votes to accept the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their estates, Holders of Claims and Interests, and all other parties in interest. Moreover, the Debtors believe that any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) on account of Claims asserted in these Chapter 11 Cases.

The Debtors strongly urge you to properly and timely submit your Ballot casting a vote to accept the Plan and grant the Third-Party Releases in accordance with the instructions in your Ballot. Voting Deadline is March 20, 2023, at 4:00 P.M., prevailing Eastern Time.

The Solicitation Materials are intended to be self-explanatory. If you should have any questions, however, please feel free to contact Kroll Restructuring Administration, LLC the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>. Please be advised that the Voting and Claims Agent is authorized to

answer questions about, and provide additional copies of Solicitation Materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Sincerely,

Revlon, Inc., on its own behalf and for each of the
other Debtors

Exhibit 8

Committee Letter

brownrudnick

ROBERT J. STARK
rstark@brownrudnick.com

BENNETT S. SILVERBERG
bsilverberg@brownrudnick.com

February 21, 2023

TO: HOLDERS OF UNSECURED NOTES CLAIMS AND GENERAL UNSECURED CLAIMS

RE: Recommendation Of Official Committee Of Unsecured Creditors With Respect To *First Amended Joint Plan Of Reorganization Of Revlon, Inc. And Its Debtor Affiliates Pursuant To Chapter 11 Of The Bankruptcy Code* (the “Plan”) [Docket No. [●]]¹

**THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS OF REVLON, INC. RECOMMENDS THAT YOU
VOTE IN FAVOR OF THE PLAN, WHICH INCORPORATES
THE TERMS OF A GLOBAL SETTLEMENT REACHED BY THE COMMITTEE, AND NOT TO
OPT OUT OF THE THIRD-PARTY RELEASES CONTAINED IN THE PLAN.
GENERAL UNSECURED CLAIMS ARE DIVIDED INTO SEPARATE CLASSES UNDER THE
PLAN. IF YOUR SPECIFIC CLASS REJECTS THE PLAN, YOU MAY RECEIVE NO
RECOVERY UNDER THE PLAN. THEREFORE, IT IS CRITICALLY IMPORTANT THAT YOU
VOTE TO ACCEPT THE PLAN IF YOU AGREE WITH OUR RECOMMENDATION.**

Our firm is counsel to the Official Committee of Unsecured Creditors (the “Committee”) appointed in the Chapter 11 cases of Revlon, Inc. and certain of its affiliated entities (collectively, “Revlon” or the “Debtors”). The Committee was appointed on June 24, 2022, by the Office of the United States Trustee, and is made up of six members, consisting of a cross-section of unsecured creditors, including trade, personal injury, and non-qualified pension claims. The PBGC and the Unsecured Notes Indenture Trustee are also represented on the Committee. The Committee engaged our firm as its restructuring counsel, Province, LLC (“Province”) as its financial advisor, and Houlihan Lokey Capital, Inc. (“Houlihan”) as its investment banker.

You are receiving this letter because you are entitled to vote on Revlon’s Plan. For the reasons outlined below, the Committee recommends that all unsecured creditors vote to APPROVE the Plan.

Committee Investigation And Plan Settlement

Starting at the outset of these Chapter 11 cases, the Committee and its professionals conducted an intensive investigation on several fronts, comprised of substantial document discovery and a number of depositions. We first investigated the valuation of the Debtors as a whole, and of their individual units, including what unencumbered value there might be for distribution to unsecured creditors. We also investigated both the 2019 Financing Transaction and the BrandCo Financing Transaction, including what viable causes of action the Debtors may have related to these transactions.

¹ The Plan and Disclosure Statement are available online at https://cases.ra.kroll.com/revlon/Home-DocketInfo?DocAttribute=6354&DocAttrName=PLANDISCLOSURESTATEMENT_Q&MenuID=19192&Attribute=Plan%20%26%20Disclosure%20Statement. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Plan.



Throughout the investigation process, the Committee and its professionals also engaged in extensive and hard-fought negotiations with the Debtors, the Ad Hoc Group of BrandCo Lenders, and other parties. These negotiations resulted in the Plan Settlement embodied in the Plan.

The Committee believes the Plan Settlement is a fair resolution of the causes of action identified in its investigation, in lieu of commencing litigation, with its attendant costs and uncertainty of outcome. The Committee further believes that the Plan Settlement is appropriate under the circumstances and in the best interests of all unsecured creditors. Implementation of the Plan Settlement is subject to Confirmation and Consummation of the Plan.

Summary Of Distributions To Unsecured Creditors

Class²	Recovery (Class votes to accept)	Recovery (Class votes to reject)
Class 8 Unsecured Notes Claims	<ul style="list-style-type: none"> • New Warrants to purchase 11.75% of New Common Stock; strike price set at enterprise value of \$4 billion.³ 	Each Holder of a Claim in Class 8 that votes to accept the Plan and does not, directly or indirectly, object to, or otherwise impede, delay or interfere with, solicitation, acceptance, Confirmation or Consummation of the Plan (an “Consenting Unsecured Noteholder”) will receive 50% of what such Holder would have received had Class 8 voted in favor of the Plan. ⁴
Class 9(a) Talc Personal Injury Claims	36.10% of: <ul style="list-style-type: none"> • \$44,000,000 in cash; and • Any Retained Preference Action Net Proceeds.⁵ 	None.
Class 9(b) Non-Qualified Pension Claims	19.86% of: <ul style="list-style-type: none"> • \$44,000,000 in cash; and • Any Retained Preference Action Net Proceeds.⁶ 	None.
Class 9(c) Trade Claims	25.27% of: <ul style="list-style-type: none"> • \$44,000,000 in cash; and • Any Retained Preference Action Net Proceeds.⁷ 	None.
Class 9(d) Other General Unsecured Claims	18.77% of: <ul style="list-style-type: none"> • \$44,000,000 in cash; and • Any Retained Preference Action Net Proceeds; and 	None.

² Each Holder of a Claim in each Class will receive their pro rata share of the Class’s recovery.

³ See Plan at §§ III.C.8, IV.A.4; Disclosure Statement at §§ I.C, VII.A.1.

⁴ If the Bankruptcy Court finds that recovery in these circumstances is improper, there shall be no distribution to Consenting Unsecured Noteholders under the Plan.

⁵ See Plan at §§ III.C.9, IV.A.5, IV.R, VI; Disclosure Statement at §§ I.C, VII.A.1, VII.A.2, VIII.C.18, VIII.E.

⁶ See Plan at §§ III.C.10, IV.A.5, IV.R, V; Disclosure Statement at §§ I.C, VII.A.1, VII.A.2, VIII.C.18, VIII.D.

⁷ See Plan at §§ III.C.11, IV.A.5, IV.R, V; Disclosure Statement at §§ I.C, VII.A.1, VII.A.2, VIII.C.18, VIII.D.



	13% of Allowed Contract Rejection Claims in excess of \$50 million. ⁸	
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The foregoing description of the settlement and Plan is not intended as a substitute for the Disclosure Statement. The Committee cannot provide you with any investment advice. Unsecured Creditors should read the Disclosure Statement and the Plan in their entirety, and then make their own respective independent decisions as to whether the Plan is acceptable. All Holders of Claims who vote in favor of the Plan will be deemed to grant the Third-Party Releases described in the Plan. Please review Article XII of the Disclosure Statement (“Risk Factors”).

THE COMMITTEE SUPPORTS THE PLAN AND BELIEVES THAT THE PLAN IS IN THE BEST INTERESTS OF ALL UNSECURED CREDITORS. ACCORDINGLY, THE COMMITTEE STRONGLY URGES UNSECURED CREDITORS TO ACCEPT THE PLAN AND NOT TO OPT OUT OF THE THIRD-PARTY RELEASES CONTAINED IN THE PLAN.

Your vote is important. To have your vote counted, you must complete and return the ballot previously provided to you in accordance with the procedures set forth therein. **PLEASE READ THE DIRECTIONS ON THE BALLOT CAREFULLY AND COMPLETE YOUR BALLOT IN ITS ENTIRETY THROUGH THE DEBTORS’ ONLINE BALLOTING PORTAL. PLEASE NOTE THAT CLASS 8 UNSECURED NOTES CLAIMS MASTER BALLOTS AND PRE-VALIDATED BENEFICIAL HOLDER BALLOTS MAY NOT BE SUBMITTED THROUGH THE ONLINE BALLOTING PORTAL BUT MAY BE SUBMITTED VIA EMAIL TO REVLONBALLOTS@RA.KROLL.COM.** Your ballot must be submitted *on or before March 20, 2023 at 4:00 p.m., prevailing Eastern Time* to be counted. If you previously voted against the Plan, the Committee encourages you to change your vote to reflect acceptance of the Plan.

If you have any questions or concerns regarding the Plan, please contact us at revloncommittee@brownrudnick.com

Sincerely,

BROWN RUDNICK LLP

⁸ See Plan at §§ III.C.12, IV.A.5, IV.R, V; Disclosure Statement at §§ I.C, VII.A.1, VII.A.2, VIII.C.18, VIII.D.

Exhibit 9

Confirmation Hearing Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
REVLON, INC., *et al.*,¹)
) Case No. 22-10760 (DSJ)
)
Debtors.) (Jointly Administered)
)

**NOTICE OF HEARING TO CONSIDER
CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE
DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

to appear at the Confirmation Hearing must submit an electronic appearance through the Court's website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court's Zoom and hearing procedures can be found on the Court's website.

Please be advised: The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **February 21, 2023**, which is the date for determining which Holders of Claims in Classes 4, 5, 6, 8, 9(a), 9(b), 9(c), and 9(d) are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **March 20, 2023, at 4:00 p.m., prevailing Eastern Time** (the "Voting Deadline"). If you received the Solicitation Materials, including a Ballot and intend to vote on the Plan you **must**: (i) follow the instructions carefully; (ii) complete **all** of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it (or the Master Ballot submitted on your behalf, as applicable) is **actually received** by the Debtors' Voting and Claims Agent, Kroll Restructuring Administration, LLC (the "Voting and Claims Agent") on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Plan Objection Deadline. The deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. All objections to the relief sought at the Confirmation Hearing **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors' Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023 at 4:00 p.m., prevailing Eastern Time**:

Debtors	
<p>Revlon, Inc. 55 Water St., 43rd Floor New York, NY 10041-0004 Attention: Andrew Kidd Seth Fier Elise Quinones</p> <p>E-mail: Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com</p>	
United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>

Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

**NOTICE OF ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES OF DEBTORS AND RELATED PROCEDURES**

In accordance with Article VII of the Plan, as of and subject to the occurrence of the Effective Date, all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (i) previously were assumed or rejected by the Debtors; (ii) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (iii) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. Entry of the Confirmation Order by the Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

The Debtors do not intend to serve copies of the list of Executory Contracts and Unexpired Leases to be assumed or assumed and assigned pursuant to the Plan on all parties-in-interest in these Chapter 11 Cases. The Debtors will send Cure Notices advising applicable counterparties to Executory Contracts and Unexpired Leases that their respective contracts or leases are being assumed or assumed and assigned and the proposed Cure Claim no later than fourteen (14) calendar days prior to the Confirmation Hearing. Please note that if no amount is stated in the Cure Notice for a particular Executory Contract or Unexpired Lease or a counterparty to an Executory Contract or Unexpired Lease does not receive a Cure Notice, the Debtors believe that there is no Cure Claim outstanding for such contract or lease. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption, assumption and assignment, or related Cure Claim, must be Filed, served, and actually received by the Debtors in accordance with the Plan and the procedures set forth above and in the Cure Notices.

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The Solicitation Materials are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a flash drive), please feel free to contact the Debtors' Voting and Claims Agent, by: (i) calling the Debtors' restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors' restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>. Please be advised that the Voting and Claims Agent is authorized to answer questions about, and provide additional copies of, Solicitation Materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Filing the Plan Supplement. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **March 16, 2023** and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (i) inform parties that the Debtors filed the Plan Supplement; (ii) list the information contained in the Plan Supplement; and (iii) explain how parties may obtain copies of the Plan Supplement.

Binding Nature of the Plan:

If confirmed, the Plan shall bind all Holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such Holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan.

Article X of the Plan contains the following Release, Exculpation, and Injunction provisions, and Article X.E contains Third-Party Releases. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

Article X.D of the Plan provides for debtor releases (the "Debtor Releases") as follows:

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, as of the Effective Date, each of the Released Parties is unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged by the Debtors, the Reorganized Debtors, and each of their Estates from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, any Causes of Action that any Debtor, Reorganized Debtors, or any of their Estates would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Debtors, the Reorganized Debtors, or their Estates (whether individually or collectively) ever had, now has, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or rescission of any security of the Debtors, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other

agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Released Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release (1) to the extent that any Causes of Action against the Debtors are not released or discharged pursuant to the Plan, any rights of the Debtors and the Reorganized Debtors to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims or other Causes of Action may not be asserted against any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Causes of Action set forth in the Schedule of Retained Causes of Action, including any Retained Preference Action, (3) any Cause of Action against any Excluded Party, (4) any commercial Cause of Action arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods and services being performed, (5) any Cause of Action against a Holder of a Disputed Claim, to the extent such Cause of Action is necessary for the administration and resolution of such Claim solely in accordance with the Plan, or (6) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) essential to the Confirmation of the Plan; (2) an exercise of the Debtors' business judgment; (3) in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (4) a good faith settlement and compromise of the Causes of Action released by the Debtor Release; (5) in the best interests of the Debtors and all Holders of Claims and Interests; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Debtors, the Reorganized Debtors, and the Estates asserting any Cause of Action released pursuant to the Debtor Release.

Article X.E of the Plan provides for third-party releases (the "Third-Party Releases") as follows:

As of the Effective Date, each of the Releasing Parties other than the Debtors is deemed to have expressly, absolutely, unconditionally, irrevocably, generally, individually, and collectively, released, acquitted, and discharged each of the Released Parties from any and all Causes of Action, including any derivative Causes of Action asserted or assertable by or on behalf of a Debtor, Reorganized Debtor, or any of their Estates, and any Causes of Action asserted or assertable by or on behalf of the Holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, asserted or unasserted, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise that the Releasing Parties (whether individually or collectively) ever had, now have, or thereafter can, shall, or may have, based on or relating to, or in any manner arising from, in whole or in part: (1) the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the Canadian Recognition Proceeding, the purchase, sale, or

rescission of any security of the Debtors, the BrandCo Entities, the Plan Settlement, the Settled Claims, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (2) any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Restructuring Support Agreement, the Definitive Documents, the DIP Facilities, the Equity Rights Offering, the New Common Stock, the New Warrants, the Backstop Commitment Agreement, the Exit Facilities, the Disclosure Statement, or the Plan, including the Plan Supplement; (3) the business or contractual arrangements between any Debtor and any Releasing Party, whether before or during the Debtors' restructuring, or the restructuring of Claims and Interests before or during the Chapter 11 Cases; (4) the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is affected by or classified in the Plan; (5) the filing of the Chapter 11 Cases or the Canadian Recognition Proceeding, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement; (6) the Settled Claims; or (7) any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date arising from or relating to any of the foregoing, including, without limitation, the Unsecured Notes Indenture, the ABL Facility Credit Agreement, the 2016 Credit Agreement, or the BrandCo Credit Agreement, and all matters relating thereto.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above shall not release, prejudice, limit, impact, or otherwise impair (1) to the extent that any Causes of Action against any Releasing Party are not released or discharged pursuant to the Plan, any rights of such Releasing Party to assert any and all counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims in response to such Causes of Action; provided that such counterclaims, crossclaims, offsets, indemnities, claims for contribution, defenses, and similar claims may not be asserted against the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors to the extent such claims have been released or discharged pursuant to the Plan, (2) any Cause of Action against a Released Party other than the Debtors, the Reorganized Debtors, or any Related Party of the Debtors or the Reorganized Debtors unknown to such Releasing Party as of the Effective Date arising out of actual fraud, gross negligence, or willful misconduct of such Released Party, (3) any Cause of Action against any Excluded Party, or (4) any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan. For the avoidance of doubt, nothing in the Plan shall, or shall be deemed to, alter, amend, release, discharge, limit, or otherwise impair the 2016 Agent Surviving Indemnity Obligations as between and among the 2016 Agent, on the one hand, and any Holders of the 2016 Term Loan Claims (other than Released Parties) on the other hand. For the avoidance of doubt, any 2016 Agent Surviving Indemnity Obligations against a Released Party are expressly released pursuant to the Plan. As used in this Article X.E, "Related Party" means, in each case in its capacity as such, (a) such Debtor's or Reorganized Debtor's current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies, and (b) the current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals of the entities set forth in the foregoing clause (a).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration and substantial contributions provided by the Released Parties; (3) a good faith settlement and compromise of the Causes of Action released by the Third-Party Release; (4) in the best interests of the Debtors and their Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Definitions Related to the Debtor Releases and the Third-Party Releases:

- (1) Under the Plan, “**Released Party**” means, collectively, the Releasing Parties; *provided* that no Excluded Party shall be a Released Party; *provided, further*, that, in each case, an Entity shall not be a Released Party if it: (a) elects to opt out of the releases, if permitted to opt out; (b) does not elect to opt into the releases, if permitted to opt in; (c) files with the Bankruptcy Court an objection to the Plan, including the releases, that is not consensually resolved before Confirmation or supports any such objection or objector; or (d) proposes or supports an Alternative Restructuring Proposal without the Debtors’ consent.
- (2) Under the Plan, “**Releasing Parties**” means, collectively, and in each case in its capacity as such: (a) each Debtor; (b) each Reorganized Debtor; (c) each non-Debtor Affiliate; (d) each of the Consenting Creditor Parties; (e) the DIP Lenders; (f) the Creditors’ Committee and each of its members; (g) the DIP Agents; (h) the Unsecured Notes Indenture Trustee; (i) the BrandCo Agent; (j) Citibank, N.A., as the 2016 Agent; (k) the ABL Agents; (l) the Equity Commitment Parties; (m) the Exit Facilities Lenders; (n) the Exit Facilities Agents; (o) each of the parties to Adv. Proc. No. 22-01167; (p) each Holder of Qualified Pension Claims, Retiree Benefit Claims, or Non-Voting Disputed Claims that does not elect to opt out of the releases contained in the Plan; (q) each Holder of Claims or Interests that is deemed to accept the Plan and does not elect to opt out of the releases contained in the Plan; (r) each Holder of Claims that is entitled to vote on the Plan and either (i) votes to accept the Plan, (ii) abstains from voting on the Plan and does not elect to opt out of the releases contained in the Plan, or (iii) votes to reject the Plan and does not elect to opt out of the releases contained in the Plan; (s) each Holder of Claims that is deemed to reject the Plan but does not elect to opt out of the releases contained in the Plan; (t) each Holder of publicly traded Interests in Holdings that elects to opt in to the releases contained in the Plan; (u) with respect to each of the Entities in the foregoing clauses (a) through (t), each such Entity’s current and former Affiliates (regardless of whether such interests are held directly or indirectly); (v) with respect to each of the Entities in the foregoing clauses (a) through (u), each such Entity’s current and former predecessors, successors, subsidiaries, direct and indirect equityholders, funds, portfolio companies, and management companies; and (w) with respect to each of the Entities in the foregoing clauses (a) through (v), each such Entity’s current and former directors, officers, managers, members, principals, partners, employees, independent contractors, agents, representatives, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), consultants, financial advisors, attorneys, accountants, investment bankers, and other professionals; *provided* that no Holder that votes to accept the Plan shall be entitled to opt out of, and each such Holder shall be deemed to opt into, the releases; *provided, further* that, with respect to any Holder of a Claim or Interest (other than any Holder of publicly traded Interests in Holdings) that does not elect to opt out of the releases contained in the Plan in any capacity, and with respect to any Holder of publicly traded Interests in Holdings that opts into the releases contained in the Plan in any capacity, such Holder and each Affiliate of such Holder that is also a Holder of a Claim or Interest shall be deemed to opt into the Third-Party Releases in all capacities.
- (3) Under the Plan, “**Excluded Parties**” means, collectively, all Entities liable for Talc Personal Injury Claims in respect of Jean Nate products or other products produced by the Debtors, other than any Debtor or any current or former officer, director, authorized agent, or employee of the Debtors. For the avoidance of doubt, any insurer of the Debtors that may be liable for Talc Personal Injury Claims and Bristol-Myers Squibb Company and its Affiliates shall be Excluded Parties.

Article X.F of the Plan provides for an exculpation (the “Exculpation”) as follows:

Except as otherwise specifically provided in the Plan or the Confirmation Order, no Exculpated Party shall have or incur any liability to any person or Entity for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Debtors’ restructuring efforts, the Chapter 11 Cases, preparation for the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Canadian Recognition Proceeding, the Settled Claims, the formulation, preparation, dissemination, negotiation, filing, or termination of the Restructuring Support Agreement and related transactions, the Disclosure Statement, the Plan (including any term sheets related thereto), the Plan

Supplement, the DIP Facilities, the Equity Rights Offering, the Backstop Commitment Agreement, the Exit Facilities, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with any of the foregoing, the funding of the Plan, the occurrence of the Effective Date, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the Definitive Documents, the issuance of securities pursuant to the Plan, the issuance of the New Common Stock, and the New Warrants pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, gross negligence, or willful misconduct; provided that the foregoing shall not be deemed to release, affect, or limit any post-Effective Date rights or obligations of the Exculpated Parties under the Plan, the Exit Facilities, any Restructuring Transaction, or any Definitive Document (including those set forth in the Plan Supplement), or other document, instrument, or agreement executed to implement the Plan.

The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of consideration pursuant to, the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

Article X.G of the Plan provides for an injunction (the “Injunction”) as follows:

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold claims or interests that have been released pursuant to Article X.D or Article X.E of the Plan or discharged pursuant to Article X.B of the Plan, or are subject to exculpation pursuant to Article X.F of the Plan, shall be permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has, on or before the Effective Date, asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit 10

Plan Supplement Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 22-10760 (DSJ)
)

) (Jointly Administered)
)
)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order approving the Disclosure Statement, the Debtors filed the Plan Supplement with the Court on March 16, 2023 [Docket No. [●]]. The Plan Supplement will include the following materials in connection with confirmation (each as defined in the Plan): (i) the New Organizational Documents for Reorganized Holdings; (ii) the Schedule of Rejected Executory Contracts and Unexpired Leases; (iii) the Schedule of Retained Causes of Action; (iv) the identity of the initial members of the Reorganized Holdings Board; (v) the Description of Transaction Steps; (vi) the First Lien Exit Facilities Credit Agreement; (vii) the Exit ABL Facility Credit Agreement; (viii) the Third-Party New Money Exit Facility Credit Agreement (if any); (ix) the New Warrant Agreement; (x) the identity of the GUC Administrator; (xi) the PI Claims Distribution Procedures; (xii) the PI Settlement Fund Agreement; (xiii) the identity of the PI Claims Administrator; and (xiv) the GUC Trust Agreement.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors’ Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
Revlon, Inc. 55 Water St., 43 rd Floor New York, NY 10041-0004 Attention:	Andrew Kidd Seth Fier Elise Quinones
E-mail:	Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com

United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>
Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc.

Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at <http://www.nysb.uscourts.gov>.

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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bbolin@paulweiss.com
smitchell@paulweiss.com

Counsel to the Debtors and Debtors in Possession

Exhibit 11

Cure Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
REVLON, INC., *et al.*,¹)
) Case No. 22-10760 (DSJ)
)
Debtors.) (Jointly Administered)
)

**NOTICE OF CURE OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES TO BE
ASSUMED BY THE DEBTORS**

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

In accordance with Article VII of the Plan, as of and subject to the occurrence of the Effective Date, all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (i) previously were assumed or rejected by the Debtors; (ii) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (iii) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. Entry of the Confirmation Order by the Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE THAT the schedule of the proposed amount of Cure Claims (the “Cure Amount”) attached hereto as **Exhibit A** (the “Cure Schedule”) sets forth the amounts that the Debtors have determined are required to be paid to cure any monetary default and permit the Debtors to assume Executory Contracts or Unexpired Leases pursuant to the Plan .

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors’ records reflect that you are a party to an Executory Contract or Unexpired Lease that is listed on the Cure Schedule.³ Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Cure Schedule.

PLEASE TAKE FURTHER NOTICE THAT the Debtors, subject to the terms and certain carve-outs provided for in the Plan, reserve the right to alter, amend, modify, or supplement any information set forth herein and on the Cure Schedule, including to delete any Executory Contract or Unexpired Lease set forth on the Cure Schedule and add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases through and including sixty (60) Business Days after the Effective Date, subject to certain exceptions set forth in the Plan. As such, the Cure Schedule is not final, is subject to ongoing review, and remains subject to approval in accordance with the Plan.

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) or Unexpired Lease(s) to be assumed, which amounts are listed in the Cure Schedule. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease in the Cure Schedule, the Debtors believe that there is no Cure Amount outstanding for such contract or lease.

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If, prior to the Effective Date, there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or Reorganized Debtors, as applicable, shall have forty-five (45) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date. Further, if at any time the Bankruptcy Court determines that the Allowed Cure Claim with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or Reorganized Debtors, as applicable, will have the right, at such time, to add such Executory Contract or Unexpired Lease to the Schedule of Rejected Executory Contracts and Unexpired Leases, in which case such Executory Contract or Unexpired Lease shall be deemed rejected as the Effective Date. In addition, the Debtors shall have the right to: (i) add or remove any Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases and reject or assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, through and including sixty (60) Business Days after the Effective Date, subject to certain exceptions set forth in the Plan; and (ii) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT that the Executory Contract or Unexpired Lease that you are party to may be assumed if it not listed on the Schedule of Rejected Executory Contracts and Unexpired Leases, notwithstanding the fact it is not specifically listed on the Cure Schedule. If you are a party to an Executory Contract or Unexpired Lease that is not listed on the Cure Schedule and that is not listed on the Schedule of Rejected Executory Contracts and Unexpired Leases, the Debtors have determined that there is no Cure Amount.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified in the Cure Schedule will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtors in Cash on the Effective Date if the Debtors assume such Executory Contract(s) and Unexpired Lease(s). In the event of a dispute, however, payment of the Cure Amount would be made following the entry of a Final Order(s) resolving the dispute.

PLEASE TAKE FURTHER NOTICE THAT any objection by a contract or lease counterparty to a proposed assumption or related Cure Amount, including an objection to the Debtors' determination that there is no Cure Amount, must be filed, served, and actually received by the Debtors by **March 27, 2023, at 4:00 p.m., prevailing Eastern Time**. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Amount will be deemed to have assented to such assumption or Cure Amount. The Court will determinate any objection to a proposed assumption or Cure Amount; *provided, however*, that the Debtors or the Reorganized Debtors, as applicable, may settle any dispute regarding a proposed assumption or Cure Amount without further notice to or action, order, or approval of the Court. The Debtors or Reorganized Debtors, as applicable, reserve the right to reject any Executory Contract or Unexpired Lease in resolution of any cure disputes or otherwise through and including sixty (60) Business Days after the Effective Date, subject to certain exceptions set forth in the Plan.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors' Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
<p>Revlon, Inc. 55 Water St., 43rd Floor New York, NY 10041-0004 Attention: Andrew Kidd Seth Fier Elise Quinones</p> <p>E-mail: Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com</p>	
United States Trustee	Counsel to the Debtors
<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>

Counsel to the Ad Hoc Group of BrandCo Lenders	Counsel to the Creditors' Committee
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan shall be heard by the Bankruptcy Court on or before the Effective Date, unless a later date is agreed to between the Debtors or the Reorganized Debtors, on the one hand, and the counterparty to the Executory Contract or Unexpired Lease, on the other hand, or by order of the Bankruptcy Court, subject to certain exceptions set forth in the Plan.

<p>PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Amount will be deemed to have assented to such assumption and Cure Amount.</p>
--

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting a change in control or any bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed and cured shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Court.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

Article X of the Plan contains Release, Exculpation, and Injunction Provisions, and Article X.E contains Third-Party Releases. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Voting and Claims Agent.

[Remainder of page intentionally left blank.]

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit A

Contract/Lease	Debtor Obligor	Counterparty Name	Description of Contract/Property Address	Cure Amount

Exhibit 12

Rejection Notice

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
) Chapter 11
)
REVLON, INC., *et al.*,¹) Case No. 22-10760 (DSJ)
)
Debtors.) (Jointly Administered)
)

NOTICE OF REJECTION OF EXECUTORY CONTRACT OR UNEXPIRED LEASE

PLEASE TAKE NOTICE THAT on February 21, 2023, the United States Bankruptcy Court for the Southern District of New York (the “Court”) entered an order (the “Disclosure Statement Order”) (i) authorizing Revlon, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”), (ii) approving the *Disclosure Statement For First Amended Joint Plan of Reorganization of Revlon, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) ² as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code, (iii) approving the Solicitation Materials and documents to be included in the Solicitation Materials, and (iv) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

In accordance with Article VII of the Plan, as of and subject to the occurrence of the Effective Date, all Executory Contracts or Unexpired Leases will be deemed assumed as of the Effective Date, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those Executory Contracts or Unexpired Leases that: (i) previously were assumed or rejected by the Debtors; (ii) are identified on the Schedule of Rejected Executory Contracts and Unexpired Leases; or (iii) are the subject of a motion to reject such Executory Contracts or Unexpired Leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date. Entry of the Confirmation Order by the Court shall constitute approval of such assumptions, assumptions and assignments, and the rejection of the Executory Contracts or Unexpired Leases listed on the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

¹ The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these Chapter 11 Cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ Voting and Claims Agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms not otherwise defined herein shall have the same meanings set forth in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT the Debtors filed the Schedule of Rejected Executory Contracts and Unexpired Leases with the Court as part of the Plan Supplement on March 16, 2023, as contemplated under the Plan. The determination to reject the agreements identified on the Schedule of Rejected Executory Contracts and Unexpired Leases is subject to revision.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to an Executory Contract or Unexpired Lease that is listed on the Schedule of Rejected Executory Contracts and Unexpired Leases, a copy of which is attached hereto as **Exhibit A**. Therefore, you are advised to carefully review the information contained in this notice and the related provisions of the Plan, including the Schedule of Rejected Executory Contracts and Unexpired Leases.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to an Executory Contract or Unexpired Lease that will be rejected pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice and the related provisions of the Plan.³

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **April 3, 2023, at 10:00 a.m., prevailing Eastern Time**, before the Honorable David S. Jones, in the United States Bankruptcy Court for the Southern District of New York, located at 1 Bowling Green, New York, NY 10004, or via Zoom videoconference in accordance with General Order M-543 dated March 20, 2020. Parties wishing to appear at the Confirmation Hearing, whether in a "live" or "listen only" capacity, must make an electronic appearance through the "eCourtAppearances" tab on the Court's website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Confirmation Hearing (the "Appearance Deadline"). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Confirmation Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Confirmation Hearing must submit an electronic appearance through the Court's website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court's Zoom and hearing procedures can be found on the Court's website.

PLEASE TAKE FURTHER NOTICE THAT all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court within **30 days** after the date of service of this rejection notice. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time will be

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Rejected Executory Contracts and Unexpired Leases or any Cure Notice, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. In addition, the Debtors shall have the right to: (i) add or remove any Executory Contract or Unexpired Lease from the Schedule of Rejected Executory Contracts and Unexpired Leases and reject or assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, through and including sixty (60) Business Days after the Effective Date, subject to certain exceptions set forth in the Plan; and (ii) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or Reorganized Debtors, their Estates, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, including any Claims against any Debtor listed on the Schedules as unliquidated, contingent or disputed.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**. Any objection to the Plan **must**: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (iii) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; (iv) set forth the name of the objector, and the nature and amount of Claims held or asserted by the objector against the Debtors’ Estates or properties; and (v) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **March 23, 2023, at 4:00 p.m., prevailing Eastern Time**:

Debtors	
<p>Revlon, Inc. 55 Water St., 43rd Floor New York, NY 10041-0004 Attention: Andrew Kidd Seth Fier Elise Quinones</p> <p>E-mail: Andrew.Kidd@revlon.com Seth.Fier@revlon.com Elise.Quinones@revlon.com</p>	
United States Trustee	Counsel to the Debtors

<p>Office of the United States Trustee U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, New York 10014 Attention: Brian Masumoto</p> <p>E-mail: Brian.Masumoto@usdoj.gov</p>	<p>Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Facsimile: (212) 757-3990 Attention: Paul M. Basta Alice B. Eaton Robert A. Britton Brian Bolin Sean A. Mitchell Irene Blumberg</p> <p>E-mail: pbasta@paulweiss.com aeaton@paulweiss.com kkimpler@paulweiss.com rbritton@paulweiss.com bbolin@paulweiss.com smitchell@paulweiss.com iblumberg@paulweiss.com</p>
<p>Counsel to the Ad Hoc Group of BrandCo Lenders</p>	<p>Counsel to the Creditors' Committee</p>
<p>Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Facsimile: (212) 701-5331 Attention: Eli J. Vonnegut Angela M. Libby Stephanie Massman</p> <p>E-mail: eli.vonnegut@davispolk.com angela.libby@davispolk.com stephanie.massman@davispolk.com</p>	<p>Brown Rudnick LLP Seven Times Square New York, New York 10036 Facsimile: (212) 209-4801 Attention: Robert J. Stark David J. Molton Jeffrey L. Jonas Bennett S. Silverberg Kenneth J. Aulet</p> <p>E-mail: RStark@brownrudnick.com DMolton@brownrudnick.com JJonas@brownrudnick.com BSilverberg@brownrudnick.com KAulet@brownrudnick.com</p>

PLEASE TAKE FURTHER NOTICE THAT any objections to Plan in connection with the rejection of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related rejection damages proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Kroll Restructuring Administration, LLC, the Voting and Claims Agent retained by the Debtors in these Chapter 11 Cases (the “Voting and Claims Agent”), by: (i) calling the Debtors’ restructuring hotline at +1 (855) 631-5341 (toll free) or +1 (646) 795-6968; (ii) visiting the Debtors’ restructuring website at: <https://cases.ra.kroll.com/Revlon>; and/or (iii) writing to Revlon, Inc. Ballot Processing, c/o Kroll Restructuring Administration, LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232. You may also obtain copies of any pleadings filed in these Chapter 11 Cases for a fee via PACER at: <http://www.nysb.uscourts.gov>.

Article X of the Plan contains Release, Exculpation, and Injunction Provisions, and Article X.E contains Third-Party Releases. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Voting and Claims Agent.

New York, New York
Dated: [●], 2023

/s/ Draft

Paul M. Basta
Alice Belisle Eaton
Kyle J. Kimpler
Robert A. Britton
Brian Bolin
Sean A. Mitchell
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Counsel to the Debtors and Debtors in Possession

Exhibit A

Schedule of Rejected Executory Contracts and Unexpired Leases

(See Attached).

SCHEDULE "B"
BACKSTOP COMMITMENT ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
REVLON, INC., <i>et al.</i> , ¹	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)

ORDER (I) AUTHORIZING THE (A) DEBTORS' ENTRY INTO THE BACKSTOP COMMITMENT AGREEMENT, (B) DEBTORS' ENTRY INTO THE DEBT COMMITMENT LETTER, AND (C) DEBTORS TO PERFORM ALL OBLIGATIONS UNDER THE BACKSTOP COMMITMENT AGREEMENT AND THE DEBT COMMITMENT LETTER, AND (D) INCURRENCE, PAYMENT, AND ALLOWANCE OF RELATED PREMIUMS, FEES, COSTS, AND EXPENSES AS ADMINISTRATIVE EXPENSE CLAIMS, (II) APPROVING THE RIGHTS OFFERING PROCEDURES AND RELATED MATERIALS, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")² of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), for entry of an order (this "Order") authorizing the (a) Debtors' entry into, and performance under, the Backstop Commitment Agreement, substantially in the form attached to the Motion as Exhibit B, (b) Debtors' entry into, and performance under, the Debt Commitment Letter, substantially in the form attached to the Motion as Exhibit C, (c) approving the (i) Rights Offering Procedures, substantially in the form attached to the Motion as Exhibit D and (ii) Subscription Form, substantially in the form attached to the Motion as Exhibit E, (d) the incurrence, payment, and allowance of related fees, premiums, indemnities, costs, and

¹ The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of Debtors in these Chapter 11 cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors' service address for purposes of these Chapter 11 Cases is: 55 Water St., 43rd Floor, New York, NY 10041-0004.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

expenses under the Exit Financing Commitment Documents as administrative expense claims, and (e) granting related relief, as more fully set forth in the Motion; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and other parties in interest and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:¹

A. The Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated February 1, 2012.

¹ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

Consideration of the Motion and the requested relief is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The notice given by the Debtors of the Motion and the Hearing constitutes proper, timely, adequate, and sufficient notice thereof and complies with the Bankruptcy Code, the Bankruptcy Rules, and applicable local rules, and no other or further notice is necessary.

C. The terms and conditions of the Exit Financing Commitment Documents are fair, reasonable, and the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent business judgment, are consistent with the Debtors' fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and fair consideration. The Exit Financing Commitment Documents were negotiated in good faith and at arm's length among the Debtors, the Commitment Parties, and their respective professional advisors.

D. The entry into the Exit Financing Commitment Documents by the parties thereto is the result of negotiations among the Debtors, the Ad Hoc Group of BrandCo Lenders, and the Creditors' Committee in connection with these Chapter 11 Cases.

E. The entry into the Exit Financing Commitment Documents by the parties thereto, and the performance and fulfillment of their respective obligations thereunder, do not constitute the solicitation of any votes on a chapter 11 plan, and comply with the Bankruptcy Code and any and all other applicable statutes, laws, regulations, or orders.

F. The Exit Financing Commitment Documents and all relief requested in the Motion serve to maximize estate value for the benefit of all the Debtors' stakeholders and parties in interest and are otherwise in the best interests of the Debtors, their estates, their creditors, and all other parties in interest.

G. Each of the Exit Financing Obligations constitutes an actual and necessary cost and expense to preserve the Debtors' estates and is reasonable and warranted on the terms set forth in the Exit Financing Commitment Documents in light of, among other things, (i) the significant benefit to the Debtors' estates of having a definitive and binding equity commitment to fund the Plan, (ii) the absence of any other parties prepared to make comparable commitments at any time prior to entry of this Order, (iii) the substantial time, effort, and costs incurred by the Commitment Parties in negotiating and documenting the Exit Financing Commitment Documents and reserving the funds to make the corresponding investment and other commitments pending confirmation and effectiveness of the Plan, and (iv) the risks to the Commitment Parties that the Debtors may ultimately enter into an alternative transaction in accordance with the terms of the Exit Financing Commitment Documents.

H. The amount, terms, and conditions of each of the Exit Financing Obligations are reasonable and customary for this type of transaction and constitute actual and necessary costs and expenses to preserve the Debtors' estates. The Exit Financing Obligations are bargained-for and integral parts of the transactions specified in the Exit Financing Commitment Documents and, without such inducements, the Commitment Parties would not have agreed to the terms and conditions of the applicable Exit Financing Commitment Documents. Accordingly, the foregoing transactions are reasonable and enhance the value of the Debtors' estates.

BASED ON THE FOREGOING, IT IS HEREBY ORDERED THAT:

1. The Motion is granted to the extent set forth herein.
2. All objections to the Motion or the relief requested therein, if any, that have not been withdrawn, waived, or settled, and all reservations of rights included therein are overruled with prejudice.

3. The Debtors are authorized to enter into the Backstop Commitment Agreement, comply with the terms thereof, effect the relief granted herein, and take any and all actions necessary to implement the terms of the Backstop Commitment Agreement.

4. The Backstop Commitment Agreement is valid, binding, and enforceable against the Debtors and the Equity Commitment Parties from time to time party thereto in accordance with its terms.

5. The Debtors are authorized to enter into the Debt Commitment Letter, comply with the terms thereof, effect the relief granted herein, and take any and all actions necessary to implement the terms of the Debt Commitment Letter.

6. The Debt Commitment Letter is valid, binding, and enforceable against the Debtors and the Debt Commitment Parties from time to time party thereto in accordance with its terms.

7. The Debtors' entry into the Exit Financing Commitment Documents, including the Debtors' agreement to incur and satisfy the Exit Financing Obligations, constitutes a reasonable exercise of the Debtors' business judgment. The Debtors are authorized to perform their obligations under the Exit Financing Commitment Documents and are empowered to execute and deliver all documents (including, without limitation, any engagement letters, fee letters, or other arrangements in accordance with the Exit Financing Commitment Documents) and take all actions that may be necessary to perform under the Exit Financing Commitment Documents and implement the relief granted by this Order.

8. The Exit Financing Obligations, including, without limitation, the Equity Commitment Premium, the Equity Termination Premium, the Debt Commitment Premium, the Debt Termination Premium, the Expense Reimbursements, and the Indemnification Obligations are hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff,

recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity.

9. The Exit Financing Obligations, including, without limitation, the Equity Commitment Premium, the Equity Termination Premium, the Debt Commitment Premium, the Debt Termination Premium, the Expense Reimbursements, and the Indemnity Obligations are actual and necessary costs of preserving the Debtors' estates and as such shall be treated as allowed administrative expenses of the Debtors pursuant to sections 503(b) and 507 of the Bankruptcy Code. The Exit Financing Obligations shall not be discharged, modified or otherwise affected by any chapter 11 plan proposed by the Debtors, dismissal of these Chapter 11 Cases or conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.

10. The Debtors are authorized to pay the Expense Reimbursements pursuant to the terms and conditions set forth in the Exit Financing Commitment Documents without further notice, hearing, or order of this Court, as, when, and to the extent they become due and payable under the terms of the Exit Financing Commitment Documents.

11. The terms and provisions of this Order shall be binding in all respects upon all parties in the Chapter 11 Cases, the Debtors, their estates, and all successors and assigns thereof, including any chapter 7 trustee or chapter 11 trustee appointed in any of these cases or after conversion of any of these cases to cases under chapter 7 of the Bankruptcy Code.

12. The Exit Financing Commitment Documents shall be solely for the benefit of the parties thereto and the indemnitees, and no other person or entity shall be a third party beneficiary thereof or hereof, except in accordance with the terms of the Exit Financing Commitment Documents. Without limiting the generality of the foregoing, no person or entity shall have any

right to seek or enforce specific performance of the Exit Financing Commitment Documents except the parties thereto in accordance with their terms.

13. Subject to the terms and conditions of the Exit Financing Commitment Documents, the Debtors and the Commitment Parties may enter into any amendment, modification, supplement or waiver to any provision of the Exit Financing Commitment Documents, and the Debtors are authorized, but not directed, to enter into any such amendment, modification, supplement or waiver, other than any amendment, modification, supplement or waiver that has a material adverse impact on the Debtors' estates, without further notice, hearing or order of this Court.

14. To the extent applicable, the automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified solely to the extent necessary to effectuate all terms and provisions of the Exit Financing Commitment Documents and this Order, including to permit the delivery of any notices contemplated by the Exit Financing Commitment Documents or to exercise any rights set forth under such documents with respect to termination, in each case, without further order of the Court.

15. The failure to describe specifically or include any particular provision of the Exit Financing Commitment Documents in the Motion or this Order shall not diminish or impair the effectiveness of such provision.

16. The Rights Offering Procedures are approved.

17. Subject to the terms and conditions of the Exit Financing Commitment Documents, the Debtors are authorized, but not directed, to modify the Rights Offering Procedures or adopt any additional detailed procedures, consistent with the provisions of the Rights Offering Procedures, to effectuate the Equity Rights Offering and to issue the Equity Subscription Rights. The Debtors are authorized, but not directed, to make changes to the Rights Offering Procedures

without further order of the Court, including formatting changes, changes to correct typographical and grammatical errors, if any, and conforming changes with respect to the disclosure statement, plan, and related materials.

18. The Subscription Form is approved.

19. Subject to the terms and conditions of the Exit Financing Commitment Documents, the Debtors are authorized, but not directed, to make changes to the Subscription Form without further order of the Court, including formatting changes, changes to correct typographical and grammatical errors, if any, and conforming changes with respect to the disclosure statement, plan, and related materials.

20. For the avoidance of doubt, all questions concerning the timeliness, viability, form, and eligibility of any exercise of Subscription Rights shall be determined by the Debtors in accordance with the Rights Offering Procedures. Pursuant to the Rights Offering Procedures, the Debtors are authorized, but not directed, to waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time frames as they may determine, or rejected the purported exercise of rights.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

24. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: New York, New York
February 21, 2023

s/ David S. Jones
HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE "C"

OMNIBUS CLAIMS OBJECTION ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
REVLON, INC., <i>et al.</i> , ¹	)	Case No. 22-10760 (DSJ)
Debtors.	)	(Jointly Administered)

**AMENDED ORDER GRANTING DEBTORS' FIRST OMNIBUS OBJECTION TO
AMENDED CLAIMS, EXACT DUPLICATE CLAIMS, CROSS-DEBTOR DUPLICATE
CLAIMS, SUBSTANTIVELY DUPLICATIVE BONDHOLDER CLAIMS,
SUBSTANTIVELY DUPLICATIVE CLAIMS, NO LIABILITY EQUITY CLAIMS, AND
NO LIABILITY CLAIMS²**

Upon the first omnibus claim objection (the "Objection")³ of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") seeking entry of an order (this "Order") approving the disallowance or expungement, as applicable, of the claims as identified on **Schedules 1, 2, 3, 4, 5, 6, and 7** attached hereto and pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rule 3007, and the Objection Procedures Order, all as more fully set forth in the Objection; and upon the Behnke Declaration; and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*,

¹ The last four digits of Debtor Revlon, Inc.'s tax identification number are 2955. Due to the large number of Debtors in these Chapter 11 cases, for which the Court has granted joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors' service address for purposes of these Chapter 11 Cases is: One New York Plaza, New York, NY 10004.

² Schedule 4 attached to the Order entered as ECF No. 1340 inadvertently excluded Claim No. 1105, which was listed on Schedule 4 attached to Exhibit A of the Objection. Accordingly, this amended Order includes a revised Schedule 4 but makes no other changes.

³ Capitalized terms used in this Order and not immediately defined have the meanings given to such terms in the Objection.

dated January 31, 2012; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the relief requested in the Objection is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Objection and opportunity for a hearing on the Objection were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Objection; and this Court having determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and a Certificate of No Objection having been filed; **and the Court having determined that this amended order is required to correct the mistaken omission of one affected claim from the schedules to the initial order entered on January 17, 2023 [ECF No. 1340]**; upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT: **[DSJ 1/18/23]**

1. The Objection is sustained as set forth herein.
2. The Amended Claims listed in the column labeled "Claims to be Disallowed" on **Schedule 1** attached hereto are disallowed and expunged in their entirety.
3. The Exact Duplicate Claims listed in the column labeled "Claims to be Disallowed" on **Schedule 2** attached hereto are disallowed and expunged in their entirety.
4. The Cross-Debtor Duplicate Claims listed in the column labeled "Claims to be Disallowed" on **Schedule 3** attached hereto are disallowed and expunged in their entirety.

5. The Substantively Duplicative Bondholder Claims listed in the column labeled “Claims to be Disallowed” on **Schedule 4** attached hereto are disallowed and expunged in their entirety.

6. The Substantively Duplicative Claims listed in the column labeled “Claims to be Disallowed” on **Schedule 5** attached hereto are disallowed and expunged in their entirety.

7. The No Liability Equity Claims listed on **Schedule 6** attached hereto are disallowed and expunged in their entirety.

8. The No Liability Claims listed on **Schedule 7** attached hereto are disallowed and expunged in their entirety.

9. The “Remaining Claims” as identified on **Schedules 1, 2, 3, 4, and 5** will remain on the claims register (subject to any future objection on any basis).

10. Kroll Restructuring Administration, LLC , the Debtors’ claims and noticing agent, is authorized to update the claims register to reflect the relief granted in this Order.

11. Entry of this Order is without prejudice to the Debtors’ right to object to any other claims in these chapter 11 cases or to further object to the claims listed on **Schedules 1, 2, 3, 4, 5, 6, and 7** attached hereto (to the extent they are not disallowed and expunged pursuant to this Order) on any grounds whatsoever at a later date.

12. Each objection to each claim as addressed in the Objection and as identified on **Schedules 1, 2, 3, 4, 5, 6, and 7** attached hereto constitutes a separate contested matter as contemplated in Bankruptcy Rule 9014. This Order shall be deemed a separate order with respect to each claim listed on **Schedules 1, 2, 3, 4, 5, 6, and 7**. Any stay of this Order shall apply only to the contested matter that involves such claim and shall not act to stay the applicability or finality of this Order with respect to the other contested matters covered hereby.

13. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: New York, New York
January 18, 2023

s/ David S. Jones
HONORABLE DAVID S. JONES
UNITED STATES BANKRUPTCY JUDGE

Schedule 1

Amended Claims

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	100007 Orange & Blue Design Group, Inc. Jon Go 720 Greenwich Street, Apt 6U New York, NY 10014	06/28/22	22-10760 Revlon, Inc.	34	\$63,132.00	Orange & Blue Design Group, Inc. Jon Go 720 Greenwich Street, Apt 6U New York, NY 10014	08/04/22	22-10763 Elizabeth Arden, Inc.	362	\$63,132.00
2	Alvarado Tax & Business Advisors LLC PO Box 195598 San Juan, PR 00919-5598	07/28/22	22-10790 Revlon (Puerto Rico) Inc.	301	\$3,769.84	Alvarado Tax & Business Advisors LLC PO Box 195598 San Juan, PR 00919-5598	08/15/22	22-10790 Revlon (Puerto Rico) Inc.	447	\$2,654.08
3	Bazaarvoice P.O. Box 735362 Dallas, TX 75373	07/01/22	22-10760 Revlon, Inc.	71	\$171,376.04	Bazaarvoice P.O. Box 735362 Dallas, TX 75373	07/01/22	22-10760 Revlon, Inc.	72	\$157,077.72
4	BDO USA, LLP Attn: Jared Schierbaum 4250 Lancaster Pike, Suite 120 Wilmington, DE 19805	07/07/22	22-10760 Revlon, Inc.	117	\$19,490.00	Bdo Usa LLP Attn: Jared Schierbaum 4259 Lancaster Pike, Suite 120 Wilmington, DE 19805	10/14/22	22-10760 Revlon, Inc.	1058	\$19,490.00
5	Beauty SEEN Inc 55 Washington Street, Ste 420 Brooklyn, NY 11201	10/19/22	22-10776 Roux Laboratories, Inc.	1249	\$46,353.31	Beauty SEEN Inc 55 Washington Street, Ste 420 Brooklyn, NY 11201	10/19/22	22-10776 Roux Laboratories, Inc.	1325	\$46,353.31
6	BPREX Delta Inc, Subsidiary of Berry Global, Inc. Shelly Martin 101 Oakley Street Evansville, IN 47710	10/17/22	22-10776 Roux Laboratories, Inc.	1076	\$39,359.94	BPREX Delta Inc. Subsidiary of Berry Global Inc. Attn: Shelly Martin 101 Oakley Street Evansville, IN 47710	10/18/22	22-10776 Roux Laboratories, Inc.	1215	\$258,279.14

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
7 Coastal Electric Company of Florida Austin B. Calhoun One Independent Drive, Suite 1400 Jacksonville, FL 32202	10/17/22	22-10779 Roux Properties Jacksonville, LLC	1071	\$33,158.00	Coastal Electric Company of Florida Austin B. Calhoun One Independent Drive, Suite 1400 Jacksonville, FL 32202	10/24/22	22-10779 Roux Properties Jacksonville, LLC	4200	\$33,158.00
8 CONOVER III, WILLIAM R 19165 N 259TH LN BUCKEYE, AZ 85396-5498	07/11/22	22-10760 Revlon, Inc.	213	\$454,194.00	Conover III, William R 19165 N 259th Lane Buckeye, AZ 85396	07/26/22	22-10760 Revlon, Inc.	448	\$1,725,686.51
9 Conover III, William R 19165 N 259th Lane Buckeye, AZ 85396	07/26/22	22-10760 Revlon, Inc.	448	\$1,725,686.51	Conover III, William R. 19165 N 259th LN Buckeye, AZ 85396-5498	10/03/22	22-10760 Revlon, Inc.	913	\$1,628,452.49
10 Conte, Albert S. 67 Livingston Road Scarsdale, NY 10583	10/21/22	22-10760 Revlon, Inc.	1618	\$1,193,451.00	CONTE, ALBERT S. 67 LIVINGSTON ROAD SCARSDALE, NY 10583	10/24/22	22-10760 Revlon, Inc.	4342	\$1,193,451.00
11 Dave Herr, LLC 121 Varick Street 9th Floor New York, NY 10013	06/30/22	22-10761 Elizabeth Arden USC, LLC	53	\$8,220.00	DAVE HERR, LLC 121 VARICK STREET 9TH FLOOR NEW YORK, NY 10013	06/30/22	22-10763 Elizabeth Arden, Inc.	51	\$8,220.00
12 Doran Visual LLC Daniel Doran 21 Clifford Place Apt 3R Brooklyn, NY 11222	06/28/22	22-10760 Revlon, Inc.	40	\$10,000.00	Doran Visual Daniel Doran 21 Clifford Place Apt 3R Brooklyn, NY 11222	06/28/22	22-10760 Revlon, Inc.	12	\$10,000.00

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
13 DXP Enterprises, Inc. Gray Reed & McGraw LLP Attn: Micheal W. Bishop 1601 Elm Street Suite 4600 Dallas, TX 75201	10/13/22	22-10766 Revlon Consumer Products Corporation	1012	\$578,466.68	DXP Enterprises, Inc. Gray Reed Micheal W. Bishop 1601 Elm Street, Suite 4600 Dallas, TX 75201	10/24/22	22-10766 Revlon Consumer Products Corporation	2560	\$578,466.68
14 Earth Spectrum 505 8th Avenue, 8th Floor New York, NY 10018	07/06/22	22-10760 Revlon, Inc.	93	\$862,055.76	Earth Spectrum Eric Mandelkern 505 8th Avenue, 8th Floor New York, NY 10018 Transferred to: Hain Capital Investors Master Fund, Ltd as Transferee of Spectrum Printing & Lithography, Co., Inc. d/b.a Earth Spectrum Attn: Keenan Austin 301 Route 17, 7th Floor Rutherford, NJ 07070	08/17/22	22-10766 Revlon Consumer Products Corporation	456	\$215,513.94
15 GFL Environmental 7230 Centennial Blvd Nashville, TN 37209	08/19/22	22-10766 Revlon Consumer Products Corporation	471	\$34,665.23	GFL Environmental Attn: Ann Yorgey 3301 Benson Drive Suite 601 Raleigh, NJ 27609	08/19/22	22-10766 Revlon Consumer Products Corporation	472	\$34,665.23
16 GOFFREDA, KREN LORRAINRE C/O SIMON GREENSTONE PANATIER PC 1201 ELM STREET SUITE 3400 DALLAS, TX 75270	10/19/22	22-10766 Revlon Consumer Products Corporation	1240	\$250,000.00*	Karen Goffreda - Spelling of Name Correction Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2817	\$250,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
17 Hamilton, Marla Phillips & Paoliceli, LLP 747 3rd Avenue, 6th Floor New York, NY 10017	10/21/22	22-10766 Revlon Consumer Products Corporation	1615	\$375,000.00*	Hamilton, Marla Phillips & Paoliceli, LLP 747 3rd Avenue, 6th Floor New York, NY 10017	10/21/22	22-10766 Revlon Consumer Products Corporation	1671	\$375,000.00*
18 Hyatt, Sun Ye Karst & von Oiste, LLP 23923 Gosling Rd. Ste. A Spring, TX 77389	09/30/22	22-10760 Revlon, Inc.	742	Undetermined*	HYATT, SUN YE and CHARLES Karst & von Oiste, LLP 23923 Gosling Rd. Ste A Spring, TX 77389	09/30/22	22-10760 Revlon, Inc.	693	Undetermined*
19 Hyland Software, Inc. 28500 Clemens Road Westlake, OH 44145	09/09/22	22-10766 Revlon Consumer Products Corporation	558	\$188,871.20	Hyland Software, Inc 28500 Clemens Road Westlake, OH 44145	09/09/22	22-10766 Revlon Consumer Products Corporation	557	\$188,871.20
20 Industrial & Construction Enterprises, Inc PO Box 127 Washington, NC 27889	07/06/22	22-10760 Revlon, Inc.	104	\$202,445.14	Industrial & Construction Enterprises, Inc PO Box 127 Washington, NC 27889	10/11/22	22-10766 Revlon Consumer Products Corporation	987	\$199,912.07
21 Jackson Lewis P.C. 1133 Westchester Ave Suite S125 West Harrison, NY 10604	07/07/22	22-10760 Revlon, Inc.	208	\$5,208.97	Jackson Lewis P.C. 1133 Westchester Ave Suite S125 West Harrison, NY 10604	09/27/22	22-10760 Revlon, Inc.	747	\$31,296.03
22 Jennings, Amy and Scott Karst & von Oiste, LLP 23923 Gosling Rd. Ste. A Spring, TX 77389	09/30/22	22-10760 Revlon, Inc.	698	Undetermined*	Jennings, Amy and Scott Karst & von Oiste, LLP 23923 Gosling Rd. Ste. A Spring, TX 77389	09/30/22	22-10760 Revlon, Inc.	707	\$750,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
23 JET SALES SOLUTIONS, LLC 4825 EXECUTIVE PARK COURT, SUITE 103 JACKSONVILLE, FL 32216	07/26/22	22-10760 Revlon, Inc.	282	\$9,417.00	JET SALES SOLUTIONS, LLC 4825 EXECUTIVE PARK COURT, SUITE 103 JACKSONVILLE, FL 32216	10/11/22	22-10776 Roux Laboratories, Inc.	936	\$9,417.00
24 JG Elizabeth II, LLC c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	06/23/22	22-10760 Revlon, Inc.	27	\$20,000.73	JG Elizabeth II, LLC c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	08/10/22	22-10760 Revlon, Inc.	387	\$238,458.20
25 Langley Lashley, Margaret Rose Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/20/22	22-10763 Elizabeth Arden, Inc.	1412	\$250,000.00*	Langley Lashley, Margaret Rose Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10763 Elizabeth Arden, Inc.	4569	\$250,000.00*
26 Lowenthal, Mark 51 East 90 Street New York, NY 10128	07/08/22	22-10760 Revlon, Inc.	133	\$41,158.88	Lowenthal, Mark 51 East 90 Street New York, NY 10128	08/01/22	22-10760 Revlon, Inc.	335	\$302,684.00
27 M Jacob and Sons MJS Packaging 35601 Veronica Street Livonia, MI 48150	07/08/22	22-10776 Roux Laboratories, Inc.	129	\$147,806.06	M Jacob and Sons 35601 Veronica Street Livonia, MI 48150	07/08/22	22-10776 Roux Laboratories, Inc.	123	\$147,806.06

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWEDREMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
28 MSC INDUSTRIAL SUPPLY COMPANY 515 BROADHOLLOW ROAD SUITE 1000 MELVILLE, NY 11747	06/29/22	22-10760 Revlon, Inc.	48	\$46,384.69	MSC INDUSTRIAL SUPPLY COMPANY 515 BROADHOLLOW ROAD SUITE 1000 MELVILLE, NY 11747	06/29/22	22-10760 Revlon, Inc.	42	\$46,384.69
29 MW Studios, Inc. The Frank Law Firm P.C. 333 Glen Head Road, Suite 145 Old Brookville, NY 11545	10/03/22	22-10763 Elizabeth Arden, Inc.	726	\$217,370.50	MW Studios, Inc. The Frank Law Firm P.C. 333 Glen Head Road, Suite 145 Old Brookville, NY 11545	10/25/22	22-10763 Elizabeth Arden, Inc.	2846	\$217,370.50
30 New York State Department of Labor State Campus, Bldg 12-RM 256 Albany, NY 12240	07/05/22	22-10766 Revlon Consumer Products Corporation	89	Undetermined*	New York State Department of Labor State Campus, Bldg 12-RM 256 Albany, NY 12240	08/29/22	22-10766 Revlon Consumer Products Corporation	516	\$8,788.58
31 Newman, Lucy Anne S. 191 Rolling Hill Road Skillman, NJ 08558	10/22/22	22-10760 Revlon, Inc.	2209	\$13,268.96	Newman, Lucy Anne S. 191 Rolling Hill Road Skillman, NJ 08558	10/22/22	22-10760 Revlon, Inc.	2190	\$13,268.96
32 Orlando Outlet Owner LLC c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	06/23/22	22-10760 Revlon, Inc.	21	\$70,323.92	Orlando Outlet Owner LLC c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	08/10/22	22-10760 Revlon, Inc.	385	\$492,267.44

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
33 Orlando Vineland PO, L.P. c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	06/23/22	22-10760 Revlon, Inc.	19	\$32,895.01	Orlando Vineland PO, L.P. c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	08/10/22	22-10760 Revlon, Inc.	386	\$444,561.09
34 Porcelli, Doris Cole Schotz P.C./Felice Yudkin, Esq Court Plaza, 25 Main Street Hackensack, NJ 07601	09/30/22	22-10766 Revlon Consumer Products Corporation	670	\$692,665.28	Porcelli, Doris Cole Schotz P.C. Felice Yudkin, Esq. Court Plaza, 25 Main Street Hackensack, NJ 07601	10/21/22	22-10766 Revlon Consumer Products Corporation	1604	\$692,665.28
35 Premium Outlet Partners, L.P. c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	06/23/22	22-10760 Revlon, Inc.	18	\$32,648.83	Premium Outlet Partners, L.P. c/o Simon Property Group, Inc. 225 West Washington Street Indianapolis, IN 46204	08/05/22	22-10760 Revlon, Inc.	367	\$440,759.21
36 ROBINSON, CARI S. 6 SHERIDAN ROAD CHAPPAQUA, NY 10514	10/07/22	22-10766 Revlon Consumer Products Corporation	893	\$224,000.00	Robinson, Cari S. 6 Sheridan Road Chappaqua, NY 10514	10/24/22	22-10766 Revlon Consumer Products Corporation	3678	\$238,503.27
37 SHIN-ETSU SILICONES OF AMERICA, INC 1150 DAMAR DRIVE AKRON, OH 44305	06/29/22	22-10778 Revlon Development Corp.	62	\$416.00	SHIN-ETSU SILICONES OF AMERICA, INC 1150 DAMAR DRIVE AKRON, OH 44305	06/29/22	22-10778 Revlon Development Corp.	61	\$416.00

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
38	Sierpinski, Robert F. 114 Warrenville Road Green Brook, NJ 08812	08/15/22	22-10766 Revlon Consumer Products Corporation	442	\$111,382.67	SIERPINSKI, ROBERT 114 WARRENVILLE ROAD GREEN BROOK, NJ 08812-2332	10/20/22	22-10766 Revlon Consumer Products Corporation	1584	\$111,382.67
39	Simmons, Sarah Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2849	\$250,000.00*	Simmons, Sarah Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2525	\$250,000.00*
40	Spiel, Robert 2 White Birch Lane Scarsdale, NY 10583	10/17/22	22-10766 Revlon Consumer Products Corporation	1088	Undetermined*	SPIEL, ROBERT 2 WHITE BIRCH LANE SCARSDALE, NY 10583-7635	10/17/22	22-10766 Revlon Consumer Products Corporation	1083	Undetermined*
41	Tara Valentine as personal representative for Patricia Krempecki Rachel A. Placitella, Esq. Cohen, Placitella & Roth 127 Maple Avenue Red Bank, NJ 07701	10/21/22	22-10795 Beautyge Brands USA, Inc.	1622	Undetermined*	Tara Valentine as personal representative of Patricia Krempecki Rachel A. Placitella, Esq. Cohen, Placitella & Roth 127 Maple Avenue Red Bank, NJ 07701	10/21/22	22-10760 Revlon, Inc.	1755	Undetermined*
42	Thomas, Christina Phillips & Paolicelli, LLP 747 3rd Avenue, 6th Floor New York, NY 10017	10/21/22	22-10760 Revlon, Inc.	1694	\$7,500,000.00*	Thomas, Cristina Philips & Paolicelli, LLP 747 3rd Avenue, 6th Floor New York, NY 10017	10/21/22	22-10760 Revlon, Inc.	1638	\$7,500,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 1 - Amended ClaimsCLAIMS TO BE DISALLOWEDREMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
43 Thomas, Christina c/o Phillips & Paolicelli, LLP Attn: Daniel J. Woodard 747 3rd Avenue, 6th Floor New York, NY 10017	10/21/22	22-10766 Revlon Consumer Products Corporation	1739	\$7,500,000.00*	Thomas, Cristina Phillips & Paolicelli, LLP 747 3rd Avenue, 6th Floor New York, NY 10017	10/21/22	22-10766 Revlon Consumer Products Corporation	1562	\$7,500,000.00*
44 VMware, Inc. c/o Brooks Beard and Rachael Shen 3401 Hillview Avenue Palo Alto, CA 94304	07/13/22	22-10760 Revlon, Inc.	171	\$539,722.24	VMware, Inc. Attn: Brooks Beard and Rachael Shen 3401 Hillview Avenue Palo Alto, CA 94304	08/08/22	22-10760 Revlon, Inc.	370	\$70,977.17
45 VRC Companies, LLC dba Vital Records Control 5384 Poplar Avenue, Suite 500 Memphis, TN 38119	07/05/22	22-10760 Revlon, Inc.	90	\$45,781.00	VRC Companies, LLC DBA Vital Records Control 5384 Poplar Avenue Suite 500 Memphis, TN 38119	10/24/22	22-10766 Revlon Consumer Products Corporation	4563	\$70,077.49
46 Weiss, Jeffrey Simon Greenstone Pاناتier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/21/22	22-10760 Revlon, Inc.	1552	\$250,000.00*	Weiss, Jeffrey Simon Greenstone Pاناتier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/21/22	22-10760 Revlon, Inc.	1553	\$25,000.00*
47 WUNDERKIND CORPORATION ONE WORLD TRADE CENTER Floor 74 NEW YORK, NY 10017	08/03/22	22-10766 Revlon Consumer Products Corporation	352	\$23,633.00	Wunderkind Corporation One World Trade Center, Floor 74 New York, NY 10007	08/03/22	22-10766 Revlon Consumer Products Corporation	354	\$23,633.00

First Omnibus Claims Objection

Schedule 1 - Amended Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
48 Zielinski Tirsch, Jadzia 334 Highbrook Avenue Pelham, NY 10803	10/22/22	22-10766 Revlon Consumer Products Corporation	1901	\$945,806.40	ZIELINSKI TIRSCH, JADZIA 334 Highbrook AVENUE PELHAM, NY 10803	10/23/22	22-10766 Revlon Consumer Products Corporation	2557	\$945,806.40
TOTAL				\$25,229,584.79*	TOTAL				\$27,809,906.41*

*Indicates claim contains unliquidated and/or undetermined amounts

Schedule 2

Exact Duplicate Claims

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	Avilas, Francisco Simon Greenstone Panatier P.C. 1201 Elm Street Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2231	\$250,000.00*	Avilas, Francisco Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	4043	\$250,000.00*
2	Avilas, Francisco Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	4043	\$250,000.00*	Avilas, Francisco Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	4952	\$250,000.00*
3	Berry's Creek Study Area Cooperating PRP Group John N. Hanson 1900 N. Street, N.W., Suite 100 Washington, DC 20036	10/26/22	22-10766 Revlon Consumer Products Corporation	2793	\$3,196,269.99*	Berry's Creek Study Area Cooperating PRP Group John N. Hanson 1900 N Street, N.W. Suite 100 Washington, DC 20036	10/24/22	22-10766 Revlon Consumer Products Corporation	3688	\$3,196,269.99*
4	Cacciatore, Donna 7130 Rusty Nail Way Las Vegas, NV 89119-4573	06/23/22	22-10760 Revlon, Inc.	25	\$119.00	Cacciatore, Donna 7130 Rusty Nail Way Las Vegas, NV 89119-4573	09/26/22	22-10760 Revlon, Inc.	660	\$119.00
5	CIRLIN, CYNTHIA B. 1755 YORK AVE APT 16G NEW YORK, NY 10128-6870	10/20/22	22-10760 Revlon, Inc.	1527	\$16,500.00	CIRLIN, CYNTHIA B. 1755 YORK AVE APT 16G NEW YORK, NY 10128-6870	10/24/22	22-10760 Revlon, Inc.	4955	\$16,500.00

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
6	CONOVER III, WILLIAM R. 19165 N 259TH LN BUCKEYE, AZ 85396-5498	10/04/22	22-10760 Revlon, Inc.	841	\$1,628,452.49	Conover III, William R. 19165 N 259th LN Buckeye, AZ 85396-5498	10/03/22	22-10760 Revlon, Inc.	913	\$1,628,452.49
7	Croda, Inc. 777 Scudders Mill Road, Building 2 Suite 200 Plainsboro, NJ 08536	11/08/22	22-10766 Revlon Consumer Products Corporation	5337	\$820,172.75	Croda, Inc. 777 Scudders Mill Road, Building 2 Suite 200 Plainsboro, NJ 08536	11/10/22	22-10766 Revlon Consumer Products Corporation	5344	\$820,172.75
8	Cross Technologies, Inc Attn: Angela Becker 4400 Piedmont Pkwy Greensboro, NC 27410	09/26/22	22-10760 Revlon, Inc.	641	\$64,598.29	Cross Technologies, Inc. Attn: Angela Becker 4400 Piedmont Pkwy Greensboro, NC 27410	09/28/22	22-10760 Revlon, Inc.	680	\$64,598.29
9	DARVEAU, AUDREE 1-6110 BOUL. CHEVRIER BROSSARD, QC J4Z 0L2	10/24/22	22-10760 Revlon, Inc.	2673	\$1,227.84	Darveau, Audree 1-6110 Boulevard Chevrier Brossard Brossard, J4Z 0L2	10/24/22	22-10760 Revlon, Inc.	3105	\$1,227.84
10	DARVEAU, AUDREE 1-6110 BOUL. CHEVRIER BROSSARD, QC J4Z 0L2	10/24/22	22-10760 Revlon, Inc.	3041	\$1,227.84	Darveau, Audree 1-6110 Boulevard Chevrier Brossard Brossard, J4Z 0L2	10/24/22	22-10760 Revlon, Inc.	3105	\$1,227.84

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
11 Douglas S. Walsh, individually and as Personal Representative of the Estate of Kathey A. Walsh Law Offices of Michael P. Joyce, PC 1 International Place, Suite 840 Boston, MA 02110	10/24/22	22-10763 Elizabeth Arden, Inc.	3124	\$102,789.04*	Douglas S. Walsh, individually and as Personal Representative of the Estate of Kathey A. Walsh Law Offices of Michael P. Joyce, PC 1 International Place, Suite 840 Boston, MA 02110	10/28/22	22-10763 Elizabeth Arden, Inc.	4111	\$102,789.04
12 DRI I, Inc. Walgreen Co. Attn: Ellen Therese Ahern, Senior Counsel 104 Wilmot Road 4th Floor (MS #144Q) Deerfield, IL 60015	10/23/22	22-10766 Revlon Consumer Products Corporation	2739	\$500,000.00*	DRI I, Inc. Walgreen Co. Attn: Ellen Therese Ahern, Senior Counsel 104 Wilmot Road 4th Floor (MS #144Q) Deerfield, IL 60015	10/23/22	22-10766 Revlon Consumer Products Corporation	2464	\$500,000.00*
13 Dunbar, Ronald H. 350 Lakeview Way Vero Beach, FL 32963	08/18/22	22-10760 Revlon, Inc.	458	\$688,328.82	DUNBAR, RONALD H. 350 LAKEVIEW WAY VERO BEACH, FL 32963-6200	08/24/22	22-10760 Revlon, Inc.	491	\$688,328.82
14 Dunbar, Ronald H. 350 Lakeview Way Vero Beach, FL 32963	08/18/22	22-10766 Revlon Consumer Products Corporation	460	\$254,288.66	DUNBAR, RONALD H. 350 LAKEVIEW WAY VERO BEACH, FL 32963	08/18/22	22-10766 Revlon Consumer Products Corporation	476	\$254,288.66
15 Dunbar, Ronald H. 350 Lakeview Way Vero Beach, FL 32963	08/18/22	22-10766 Revlon Consumer Products Corporation	462	\$890,000.00	DUNBAR, RONALD H. 350 LAKEVIEW WAY VERO BEACH, FL 32963	08/18/22	22-10766 Revlon Consumer Products Corporation	468	\$890,000.00

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate ClaimsCLAIMS TO BE DISALLOWEDREMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
16 DUNBAR, RONALD H. 350 LAKEVIEW WAY VERO BEACH, FL 32963	08/18/22	22-10760 Revlon, Inc.	467	\$688,328.82	DUNBAR, RONALD H. 350 LAKEVIEW WAY VERO BEACH, FL 32963-6200	08/24/22	22-10760 Revlon, Inc.	491	\$688,328.82
17 Essex Testing Clinic Inc 799 Bloomfield Ave Suite 200 Verona, NJ 07044	07/13/22	22-10760 Revlon, Inc.	164	\$44,150.00	Essex Testing Clinic, Inc 799 Bloomfield Ave, Suite 200 Verona, NJ 07044	08/24/22	22-10760 Revlon, Inc.	548	\$44,150.00
18 First Coast Franchising dba Jani-King of Jacksonville 5700 St. Augustine Road Jacksonville, FL 32207	07/18/22	22-10760 Revlon, Inc.	216	\$62,038.89	First Coast Franchising Jani-King of Jacksonville 5700 St. Augustine Road Jacksonville, FL 32207	10/14/22	22-10760 Revlon, Inc.	1057	\$62,038.89
19 Fulton and Company, LLC PO Box 107 Henderson, NC 27536	07/19/22	22-10760 Revlon, Inc.	228	\$89,216.50	Fulton and Company, LLC PO Box 107 Henderson, NC 27536	10/18/22	22-10760 Revlon, Inc.	1200	\$89,216.50
20 Glendon Fisher, Catherine 118 Arcadia Drive Ancramdale, NY 12503	10/25/22	22-10760 Revlon, Inc.	2605	\$103,071.00	Glendon-Fisher, Catherine 118 Arcadia Drive Ancramdale, NY 12503	10/25/22	22-10760 Revlon, Inc.	3757	\$103,071.00
21 Gonzalez, Roberto Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2153	\$250,000.00*	Gonzalez, Roberto Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2807	\$250,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
22 Hawkins Parnell & Young, LLP David R. Johanson 1776 Second Street Napa, CA 94559	10/21/22	22-10766 Revlon Consumer Products Corporation	1370	\$4,627,563.05	Hawkins Parnell & Young, LLP David R. Johanson 1776 Second Street Napa, CA 94559	10/21/22	22-10766 Revlon Consumer Products Corporation	1632	\$4,627,563.05
23 Hawkins Parnell & Young, LLP 1776 Second Street Napa, CA 94559	10/21/22	22-10760 Revlon, Inc.	1496	\$4,627,563.05	Hawkins Parnell & Young, LLP David R. Johanson 1776 Second Street Napa, CA 94559	10/21/22	22-10760 Revlon, Inc.	1641	\$4,627,563.05
24 HSLEGAL LLP No. 3 Phillip Street Unit 10-01 Singapore, 048693	10/03/22	22-10766 Revlon Consumer Products Corporation	703	\$35,490.00	HSLEGAL LLP No. 3 Philip Street #10-01 Royal Group Building SINGAPORE, 048693	10/06/22	22-10766 Revlon Consumer Products Corporation	869	\$35,490.00
25 Hunter Capital Partners International Inc. Suite 203, Building 8, Harbour Rd. Attention: Controller St. Michael, BB14017	10/21/22	22-10760 Revlon, Inc.	1752	\$35,002.46	Hunter Capital Partners International Inc. Susan Ann Greenwood, Director Attention: Controller Suite 203 Building 8 Harbour Rd. St. Michael, BB14017	10/21/22	22-10760 Revlon, Inc.	1774	\$35,002.46
26 Jita Enterprise 541 W Taft Dr. South Holland, IL 60473	07/06/22	22-10760 Revlon, Inc.	97	\$103,721.19	JITA Enterprise Inc 541 W Taft Dr. South Holland, IL 60473	07/11/22	22-10760 Revlon, Inc.	143	\$103,721.19
27 Lanehart, Tanya Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2237	\$250,000.00*	Lanehart, Tanya Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2772	\$250,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
28 LUPINO, PATRICIA C. 7 WILLETS LANE PLANDOME, NY 11030-1022	10/20/22	22-10766 Revlon Consumer Products Corporation	1488	\$221,716.80*	LUPINO, PATRICIA C. 7 WILLETS LANE PLANDOME, NY 11030	10/23/22	22-10766 Revlon Consumer Products Corporation	2537	\$221,716.80*
29 Moluneaux, Yvonne Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/20/22	22-10766 Revlon Consumer Products Corporation	1359	\$250,000.00*	Molyneaux, Yvonne Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2805	\$250,000.00*
30 M-P Electrical Contractors, Inc., Vendor #0002029671 Karen L Tatarka, President Post Office Box 168 Fords, NJ 08863	07/14/22	22-10766 Revlon Consumer Products Corporation	182	\$39,621.87	M-P Electrical Contractors, Inc., Vendor #0002029671 Karen L Tatarka, President Post Office Box 168 Fords, NJ 08863	11/04/22	22-10766 Revlon Consumer Products Corporation	5005	\$39,621.87
31 Murphy, Paul F. 36 Hill Road Stillwater, NY 12170	10/26/22	22-10760 Revlon, Inc.	3752	Undetermined*	Murphy, Paul F. 36 Hill Road Stillwater, NY 12170	10/26/22	22-10760 Revlon, Inc.	3753	Undetermined*
32 NEW YORK STATE DEPARTMENT OF LABOR STATE CAMPUS BLDG 12 RM 256 ALBANY, NY 12240	07/05/22	22-10768 North America Revsale Inc.	78	Undetermined*	New York State Department of Labor State Campus, Bldg 12-RM 256 Albany, NY 12240	07/12/22	22-10768 North America Revsale Inc.	153	Undetermined*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
33 NEW YORK STATE DEPARTMENT OF LABOR STATE CAMPUS BLDG 12 RM 256 ALBANY, NY 12240	07/05/22	22-10763 Elizabeth Arden, Inc.	79	Undetermined*	NEW YORK STATE DEPARTMENT OF LABOR STATE CAMPUS,BLDG 12-RM 256 ALBANY, NY 12240	07/12/22	22-10763 Elizabeth Arden, Inc.	148	Undetermined*
34 NEW YORK STATE DEPARTMENT OF LABOR STATE CAMPUS BLDG 12 RM 256 ALBANY, NY 12240	07/05/22	22-10794 Riros Group Inc.	84	\$739.43	New York State Department of Labor State Campus, Bldg 12-Rm 256 Albany, NY 12240	07/12/22	22-10794 Riros Group Inc.	162	\$739.43
35 NEW YORK STATE DEPARTMENT OF LABOR STATE CAMPUS BLDG 12 RM 256 ALBANY, NY 12240	07/05/22	22-10776 Roux Laboratories, Inc.	85	Undetermined*	New York State Department of Labor State Campus, Bldg 12-RM 256 Albany, NY 12240	07/12/22	22-10776 Roux Laboratories, Inc.	157	Undetermined*
36 New York State Department of Labor State Campus, Bldg 12-RM 256 Albany, NY 12240	07/05/22	22-10775 Realistic Roux Professional Products Inc.	88	Undetermined*	New York State Department of Labor State Campus, Bldg 12-Rm 256 Albany, NY 12240	07/12/22	22-10775 Realistic Roux Professional Products Inc.	161	Undetermined*
37 Nutt, Charles Simon Greenstone Panatier PC 1201 Elm Street Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	3708	\$250,000.00*	Nutt, Charles Simon Greenstone Panatier P.C. 1201 Elm Street , Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	1744	\$250,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate ClaimsCLAIMS TO BE DISALLOWEDREMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
38 OAKES, KENNETH L 2731 158TH PL SE MILL CREEK, WA 98012-7887	10/24/22	22-10766 Revlon Consumer Products Corporation	3574	\$671,062.08	Oakes, Kenneth Lee 2731 158th Place SE Mill Creek, WA 98012	10/23/22	22-10766 Revlon Consumer Products Corporation	2345	\$671,062.08
39 Parts Models LLC 7529 FDR Station New York, NY 10150	08/01/22	22-10760 Revlon, Inc.	322	\$13,860.00	Parts Models LLC 7529 FDR Station New York, NY 10150	10/31/22	22-10760 Revlon, Inc.	4962	\$13,860.00
40 PICHIERRI, MARY C/O SHEPARD 160 FEDERAL STREET 13TH FLOOR BOSTON, MA 02110	10/11/22	22-10760 Revlon, Inc.	1102	Undetermined*	Pichierri, Mary Simmons Hanly Conroy Christopher R. Guinn One Court Street Alton, IL 62002	10/24/22	22-10760 Revlon, Inc.	3758	Undetermined*
41 Pitcher, John Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	1743	\$250,000.00*	Pitcher, John Simon Greenstone Panatier P.C. Christina Mancuso 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	3726	\$250,000.00*
42 Saigon International SAS Cristobal Pereyra Iraola Attorney Dean Fune 771 Salta City Salta, 4400	08/10/22	22-10766 Revlon Consumer Products Corporation	389	\$28,125.00*	Saigon International SAS Cristobal Pereyra Iraola Attorney Dean Fune 771 Salta City Salta, 4400	10/19/22	22-10766 Revlon Consumer Products Corporation	1252	\$28,125.00*

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
43 Schmidt, Gary Simon Greenstone Pantier P.C. 1201 Elm Street Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	4154	\$250,000.00*	Schmidt, Gary Simon Greenstone Pantier P.C. 1201 Elm Street Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2157	\$250,000.00*
44 SCHRAG, MARY LEANN c/o SIMON GREENSTONE PANTIER P.C. 1201 ELM STREET SUITE 3400 DALLAS, TX 75270	10/22/22	22-10770 Almay, Inc.	2252	\$250,000.00*	Schrag, Mary LeAnn Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10770 Almay, Inc.	3447	\$250,000.00*
45 Sederma, Inc. 777 Scudders Mill Road, Building 2, Suite 200 Plainsboro, NJ 08536	11/08/22	22-10760 Revlon, Inc.	5336	\$85,879.30	Sederma, Inc. 777 Scudders Mill Road, Building 2 Suite 200 Plainsboro, NJ 08536	11/10/22	22-10760 Revlon, Inc.	5345	\$85,879.30
46 SMA Collaboratives, LLC 2301 NW 30th Place Pompano Beach, FL 33069	09/08/22	22-10760 Revlon, Inc.	553	\$23,600.00	SMA Collaboratives, LLC 2301 NW 30th Place Pompano Beach, FL 33069	09/28/22	22-10760 Revlon, Inc.	683	\$23,600.00
47 Soloman, Beth Simon Greenstone Pantier P.C. 1201 Elm Street., Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2277	\$250,000.00*	Solomon, Beth Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	3785	\$250,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
48 Spoor & Fisher Jersey PO Box 281 St. Helier Jersey, Channel Islands JE4 9TW	10/21/22	22-10760 Revlon, Inc.	1624	\$7,064.00	SPOOR & FISHER JERSEY P.O. BOX 281 ST.HELIER, JERSEY, JE4 9TW	10/21/22	22-10760 Revlon, Inc.	1760	\$7,064.00
49 Sutton, Robert Simon Greenstone Pاناتier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/22/22	22-10770 Almay, Inc.	2269	\$250,000.00*	Sutton, Robert Simon Greenstone Pاناتier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10770 Almay, Inc.	3801	\$250,000.00*
50 Synowicki, John Simon Greenstone Pاناتier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/23/22	22-10766 Revlon Consumer Products Corporation	1884	\$250,000.00*	Synowickii, John Simon Greenstone Pاناتier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	3839	\$250,000.00*
51 Tauber, George R. 2531 Windsor Way Court Wellington, FL 33414-7036	10/24/22	22-10766 Revlon Consumer Products Corporation	4148	\$500,000.00	Tauber, George R. 2531 Windsor Way Court Wellington, FL 33414-7036	10/24/22	22-10766 Revlon Consumer Products Corporation	4302	\$500,000.00
52 The Retail Group Inc P.O. Box 363048 San Juan, PR 00936	07/15/22	22-10790 Revlon (Puerto Rico) Inc.	191	\$48,763.10	The Retail Group Inc P.O. Box 363048 San Juan, PR 00936	10/05/22	22-10790 Revlon (Puerto Rico) Inc.	803	\$48,763.10
53 Walkers Corporate Limited 190 Elgin Avenue George Town, KY1-9008	09/12/22	22-10801 Beautyge I	567	\$1,823.86	Walkers Corporate Limited 190 Elgin Ave George Town Grand Cayman, 9008	09/29/22	22-10801 Beautyge I	718	\$1,823.86

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
54 WECKERLE GMBH HOLZHOFSTRASSE 26 WEILHEIM, BAVARIA, 82362	10/07/22	22-10760 Revlon, Inc.	908	Undetermined*	WECKERLE GMBH HOLZHOFSTRASSE 26 WEILHEIM, 82362	10/07/22	22-10760 Revlon, Inc.	919	\$25,128.11*
55 Weckerle GmbH Holzhofstr. 26 Weilheim i OB, 82362	10/07/22	22-10760 Revlon, Inc.	909	Undetermined*	WECKERLE GMBH HOLZHOFSTRASSE 26 WEILHEIM, 82362	10/07/22	22-10760 Revlon, Inc.	919	\$25,128.11*
56 WECKERLE GMBH HOLZHOFSTRASSE 26 WEILHEIM, 82362	10/07/22	22-10760 Revlon, Inc.	918	\$25,128.11*	WECKERLE GMBH HOLZHOFSTRASSE 26 WEILHEIM, 82362	10/07/22	22-10760 Revlon, Inc.	919	\$25,128.11*
57 Wolf, Dr. Barbara 1731 Beacon Street, Apt 514 Brookline, MA 02445-5325	10/17/22	22-10766 Revlon Consumer Products Corporation	1080	Undetermined*	Wolf, Dr. Barbara 1731 Beacon Street, Apt 514 Brookline, MA 02445-5325	10/17/22	22-10766 Revlon Consumer Products Corporation	1082	Undetermined*
58 Zavala, Jose Flavio Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2232	\$250,000.00*	Zavala, Jose Flavio Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	3563	\$250,000.00*
59 Zepengo, Elena Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/18/22	22-10766 Revlon Consumer Products Corporation	1142	\$250,000.00*	Zepengo, Elena Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/23/22	22-10766 Revlon Consumer Products Corporation	2291	\$250,000.00*

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 2 - Exact Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	
60	ZIMMERMAN, LINDA LEE c/o SIMON GREENSTONE PANTIER P.C. 1201 ELM STREET SUITE 3400 DALLAS, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2226	\$250,000.00*	Zimmerman, Linda Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	3572	\$250,000.00*	
61	Zois, George Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/22/22	22-10766 Revlon Consumer Products Corporation	2167	\$250,000.00*	Zois, George Simon Greenstone Panatier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	2819	\$250,000.00*	
TOTAL					\$24,247,503.23*	TOTAL					\$24,297,759.45*

*Indicates claim contains unliquidated and/or undetermined amounts

Schedule 3

Cross-Debtor Duplicate Claims

First Omnibus Claims Objection
Schedule 3 - Cross Debtor Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10766 Revlon Consumer Products Corporation	625	\$68,000.00*	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10776 Roux Laboratories, Inc.	635	\$68,000.00
2	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10760 Revlon, Inc.	629	\$68,000.00	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10776 Roux Laboratories, Inc.	635	\$68,000.00
3	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10767 BrandCo CND 2020 LLC	630	\$68,000.00*	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10776 Roux Laboratories, Inc.	635	\$68,000.00

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 3 - Cross Debtor Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
4 Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10804 Creative Nail Design, Inc.	633	\$68,000.00	Attitude Measurement Corporation d/b/a AMC Global McCarter & English, LLP Attn: Shannon D. Humiston, Esq. 405 N. King St., 8th Floor Wilmington, DE 19801	09/23/22	22-10776 Roux Laboratories, Inc.	635	\$68,000.00
5 CANDC INTERNATIONAL CO LTD 15-13 SINWON-RO 198 BEON-GIL GYEONGGI, SOUL-T UKPYOLSI,	10/24/22	22-10760 Revlon, Inc.	2711	\$40,073.32	CANDC INTERNATIONAL CO LTD 15-13 SINWON-RO 198 BEON-GIL GYEONGGI,	10/24/22	22-10766 Revlon Consumer Products Corporation	2623	\$40,073.32
6 Cooperative Activity, LLC Barnes & Thornburg LLP Jonathan Sundheimer 11 S. Meridian St Indianapolis, IN 46204	10/21/22	22-10766 Revlon Consumer Products Corporation	1687	\$140,000.00*	Cooperative Activity, LLC Barnes & Thornburg LLP Jonathan Sundheimer 11 S. Meridian St Indianapolis, IN 46204	10/21/22	22-10763 Elizabeth Arden, Inc.	1567	\$140,000.00*
7 Croda, Inc. 777 Scudders Mill Road, Building 2 Suite 200 Plainsboro, NJ 08536	11/10/22	22-10760 Revlon, Inc.	5342	\$820,172.75	Croda, Inc. 777 Scudders Mill Road, Building 2 Suite 200 Plainsboro, NJ 08536	11/10/22	22-10766 Revlon Consumer Products Corporation	5344	\$820,172.75

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 3 - Cross Debtor Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
8	Giant Resource Recovery-Attalla, Inc. c/o Pierce Atwood LLP, attn: Ryan F. Kelley 254 Commercial Street Portland, ME 04101	10/21/22	22-10760 Revlon, Inc.	1600	\$98,034.40	Giant Resource Recovery-Attalla, Inc. Pierce Atwood LLP Attn: Ryan F. Kelley 254 Commercial Street Portland, ME 04101	10/21/22	22-10766 Revlon Consumer Products Corporation	1625	\$98,034.40
9	KCI Limited Pachulski Stang Ziehl & Jones LLP Attn: Shirley S. Cho, Esq. 10100 Santa Monica Blvd., 13th Floor Los Angeles, CA 90067	10/10/22	22-10776 Roux Laboratories, Inc.	910	\$53,749.32	KCI Limited Pachulski Stang Ziehl & Jones LLP Attn: Shirley S. Cho, Esq. 10100 Santa Monica Blvd., 13th Floor Los Angeles, CA 90067	10/10/22	22-10766 Revlon Consumer Products Corporation	922	\$53,749.32
10	METRIXLAB US, INC SUITE 205 1 MAIN STREET CHATHAM, NJ 07928	07/18/22	22-10760 Revlon, Inc.	204	\$29,550.00	METRIXLAB US, INC 1 MAIN STREET, SUITE 205 CHATHAM, NJ 07928	07/18/22	22-10766 Revlon Consumer Products Corporation	205	\$29,550.00
11	Pojomodels LLC Attn: Brett S. Theisen Gibbons P.C. One Pennsylvania Plaza, 37th Fl New York, NY 10119	08/02/22	22-10760 Revlon, Inc.	363	\$144,250.00	Pojomodels LLC Attn: Brett S. Theisen Gibbons P.C. One Pennsylvania Plaza, 37th Fl New York, NY 10119	09/08/22	22-10766 Revlon Consumer Products Corporation	545	\$144,250.00
12	Ramboll Americas Engineering Solutions, Inc. 333 W. Washington Street Syracuse, NY 13202	10/21/22	22-10760 Revlon, Inc.	1506	\$79,044.44	Ramboll Americas Engineering Solutions, Inc. 333 W. Washington Street Syracuse, NY 13202	10/21/22	22-10766 Revlon Consumer Products Corporation	1375	\$79,044.44

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 3 - Cross Debtor Duplicate Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
13 Simex Trading AG Bressler, Amery & Ross P.C. Jacqueline Aleman 200 S. Biscayne Blvd Suite 2401 Miami, FL 33131	07/19/22	22-10760 Revlon, Inc.	225	\$677,340.80	SIMEX TRADING AG RUTISTRASSE 55 SWITZERLAND, CH9050	10/11/22	22-10763 Elizabeth Arden, Inc.	948	\$677,340.80
14 Stephen Gould Corporation Lydia M. Hilton Berman Fink Van Horn PC 3475 Piedmont #1640 Atlanta, GA 30305	10/24/22	22-10760 Revlon, Inc.	3921	\$187,199.10	Stephen Gould Corporation Berman Fink van Horn PC Lydia M. Hilton, Esq. 3475 Piedmont, #1640 Atlanta, GA 30305	10/24/22	22-10766 Revlon Consumer Products Corporation	4185	\$187,199.10
TOTAL				\$2,541,414.13*	TOTAL				\$2,541,414.13*

*Indicates claim contains unliquidated and/or undetermined amounts

Schedule 4

Substantively Duplicative Bondholder Claims

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	Ability First Financial, 401k PSP 2390 E Camelback Rd #130 Phoenix, AZ 85016	10/06/22	22-10766 Revlon Consumer Products Corporation	864	\$106,218.80	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
2	Ability First Financial, 401k PSP 2390 E Camelback Rd #130 Phoenix, AZ 85016	10/06/22	22-10760 Revlon, Inc.	865	\$106,218.80	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
3	Art Bingman / TDAMERITRADE 15406 32nd Ave SE Mill Creek, WA 98012	09/23/22	22-10760 Revlon, Inc.	632	\$171,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
4	Barton, Martha C PO Box 9 Raymond, MS 39154	10/09/22	22-10766 Revlon Consumer Products Corporation	888	\$3,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim, 6.25% Senior Notes										
5	Benjamin, Peter F. 137 Palmetto Dunes Circle Naples, FL 34113	09/27/22	22-10760 Revlon, Inc.	666	\$676.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
6	Bergseth, Jason 100 3rd Ave SO # 508 Minneapolis, MN 55401	10/13/22	22-10760 Revlon, Inc.	1002	\$1,499,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
7	BLAKE, ARTHUR 9773 SW CHESTWOOD AVE PORT ST LUCIE, FL 34987	10/17/22	22-10766 Revlon Consumer Products Corporation	1113	\$20,625.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
8	Bongiorno Family 2007 Irrevocable Trust Meredith Rabinovich 1500 Mesa Verde Dr E Unit A203 Costa Mesa, CA 92626	10/14/22	22-10766 Revlon Consumer Products Corporation	1042	\$20,625.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
9	Braham, Susanne 2 E End Ave Apt 5F New York, NY 10075	10/14/22	22-10766 Revlon Consumer Products Corporation	1041	\$20,625.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
10 Brent, David 5734 Solway St Pittsburgh, PA 15217	10/11/22	22-10760 Revlon, Inc.	962	\$30,937.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
11 Chen, Nelson 9404 Daly Drive Plano, TX 75025	10/22/22	22-10760 Revlon, Inc.	1742	\$120,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
12 Christian, Sr., Michael Tod 110 Belmeade Drive Johnson City, TN 37601	07/19/22	22-10760 Revlon, Inc.	268	\$6,010.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
13 Christian, Sr., Michael Tod 110 Belmeade Drive Johnson City, TN 37601	09/29/22	22-10760 Revlon, Inc.	734	\$6,010.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
14 Chuan Chen, Hui 9404 Daly Drive Plano, TX 75025	10/22/22	22-10760 Revlon, Inc.	2164	\$140,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
15 Corrado, John J PO Box 934 Keaau, HI 96749	10/04/22	22-10766 Revlon Consumer Products Corporation	765	\$30,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
16 Crill, Nicholas 5963 Brooktree Dr Citrus Heights, CA 95621	09/20/22	22-10760 Revlon, Inc.	614	\$165,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
17 Donald Ochs Family Trust 17039 E 500th Ave Newton, IL 62448	09/25/22	22-10760 Revlon, Inc.	638	\$50,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
18 Douglas Marvin Johnston Jr. Living Trust Douglas M. Johnston, Jr. 250 S. Reynolds St. # 710 Alexandria, VA 22304	10/20/22	22-10760 Revlon, Inc.	1480	\$58,240.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
19	Durr, Charles M. 415 Ocean Drive St. Augustine, FL 32080	07/29/22	22-10766 Revlon Consumer Products Corporation	314	\$45,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
20	Durr, Charles M. 415 Ocean Drive St. Augustine, FL 32080	07/29/22	22-10766 Revlon Consumer Products Corporation	315	\$12,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
21	Elkin, Mark S 7233 Canyon Hill Ct San Diego, CA 92126	10/03/22	22-10760 Revlon, Inc.	709	\$2,098.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
22 EXBRAYAT, CLAUDIEN	10/22/22	22-10766 Revlon Consumer Products Corporation	2285	\$39,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
23 EXBRAYAT, CLAUDIEN	09/23/22	22-10766 Revlon Consumer Products Corporation	634	\$39,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim, Equity Claim									
24 Exempt TR FBO David Brent UTA 5734 Solway St Pittsburgh, PA 15217	10/11/22	22-10760 Revlon, Inc.	986	\$324,843.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
25 Exempt TR FBO Deborah Foster UTA Deborah Foster 348 Trevor Ln Bala Cynwyd, PA 19004	10/11/22	22-10766 Revlon Consumer Products Corporation	980	\$324,843.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
26 Flisi, Claudia 11645 Charter Oak Court #101 Reston, VA 20190	09/20/22	22-10760 Revlon, Inc.	610	\$16,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
27 Foster Living Trust 348 Trevor Ln Bala Cynwyd, PA 19004	10/11/22	22-10766 Revlon Consumer Products Corporation	989	\$56,718.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
28 Fred Klonsky (Trust) 3900 White Alder Sonoma, CA 95476	10/17/22	22-10760 Revlon, Inc.	1125	\$105,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
29 Gargiulo, Dorothy 301 E 21st St. Apt 2H New York, NY 10010	10/14/22	22-10766 Revlon Consumer Products Corporation	1056	\$30,937.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
30 Grant, James P.O. Box 203 Midway, PA 15060	10/03/22	22-10760 Revlon, Inc.	706	\$2,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
31	HALL, BRUNO 1505 77TH ST DARIEN, IL 60561	09/23/22	22-10760 Revlon, Inc.	631	\$37,862.78	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
32	HALL, BRUNO 1505 77TH ST DARIEN, IL 60561	09/27/22	22-10760 Revlon, Inc.	664	\$37,862.78	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
33	HARTSTEIN, J MICHAEL 2821 N OCEAN BLVD APT 1007 FT LAUDERDALE, FL 33308	10/19/22	22-10766 Revlon Consumer Products Corporation	1342	\$36,093.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
34	Hilt, Robert N 7222 Franklin Ave Middleton, WI 53562	09/26/22	22-10760 Revlon, Inc.	644	\$20,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
35	Honik, Millie Seir de and Mike Alberto Chocron C/O Millie Seir de Honik 101 NE 3rd Ave Suite 1500 Fort Lauderdale, FL 33301	09/16/22	22-10766 Revlon Consumer Products Corporation	596	\$111,375.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
36	Houle, Lucien R. 15025 Hays Road Spring Hill, FL 34610	10/03/22	22-10760 Revlon, Inc.	754	\$5,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
37 Irwin Steinberg Insurance Trust 234 NE 6th St Boca Raton, FL 33432	10/13/22	22-10766 Revlon Consumer Products Corporation	1020	\$10,312.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
38 Jansen, Virgil A. 1006 C Street Germantown, IL 62245	07/26/22	22-10766 Revlon Consumer Products Corporation	287	\$13,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
39 Jenkins, Linda Nancy 113 Sprague Ave Seaside Park, NJ 08752	10/11/22	22-10766 Revlon Consumer Products Corporation	925	\$20,625.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
40 Jose Julio Degrossi / Adela Gabriela Liguori Ruy Diaz de Guzman 60. Caba, 1267	10/07/22	22-10766 Revlon Consumer Products Corporation	875	\$13,406.25	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
41 Karen S. Dunlap, Thomas A. Dunlap, UA 11-14-2014 Dunlap 2014 Living Trust 2506 Chaco Trail St. George, UT 84770	10/17/22	22-10766 Revlon Consumer Products Corporation	1121	\$100,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
42 Kessler, Tamara Young 1161 S. St. Paul St. Denver, CO 80210	10/24/22	22-10760 Revlon, Inc.	3549	\$5,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
43 L RIEBAMAN EXEMPT GST TRUST FBO BARBARA RIEBMAN 1515 LOCUST ST UNIT 801 PHILADELPHIA, PA 19102	10/20/22	22-10766 Revlon Consumer Products Corporation	1576	\$25,781.25	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
44 L Riebman Exempt GST Trust fbo Barbara Riebman Barbara Riebman 1515 Locust St Unit 801 Philadelphia, PA 19102	10/17/22	22-10766 Revlon Consumer Products Corporation	1133	\$25,781.25	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
45 LA Blanc Corp. Morgan Stanley Att: Manuella Frota 399 Park Ave. 24th fl. New York, NY 10022	10/21/22	22-10766 Revlon Consumer Products Corporation	1639	\$300,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
46 Lanard, Bruce James 7501 E. Thompson Peak Pkwy #406 Scottsdale, AZ 85255	10/06/22	22-10760 Revlon, Inc.	872	\$47,277.08	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
47 LEON AND CLAIRE RIEBMAN IRR TR BARBARA RIEBMAN 1515 LOCUST ST UNIT 801 PHILADELPHIA, PA 19102	10/17/22	22-10766 Revlon Consumer Products Corporation	1107	\$30,937.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
48 LEON AND CLAIRE RIEBMAN IRR TR BARBARA RIEBMAN 1515 LOCUST ST UNIT 801 PHILADELPHIA, PA 19102	10/20/22	22-10766 Revlon Consumer Products Corporation	1545	\$30,937.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
49 Lilienthal, Lawrence 29515 Quailwood Dr. Rancho Palos Verdes, CA 90275	10/09/22	22-10760 Revlon, Inc.	894	\$63,867.24	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
50 LILLIAN H BRENT TA 04112001 AS AMENDED DAVID BRENT 5734 SOLWAY ST PITTSBURGH, PA 15217	10/17/22	22-10760 Revlon, Inc.	1122	\$103,125.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
51 Lorens J Knudsen III & Kathy M Knudsen Lorens Knudsen 7720 W. Grand Ave Littleton, CO 80123	10/21/22	22-10766 Revlon Consumer Products Corporation	1698	\$10,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
52	Margaret Aysan, Teresa Mary 1045 Lancaster Lane Unit 20 Cloyne, ON K0H 1K0	10/21/22	22-10760 Revlon, Inc.	1861	\$10,271.35	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28

Reason: 6.25% Senior Note Claim

53	MARTHA MELCHIOR REVOCABLE TRUST 2450 S Water Tower Ln Vincennes, IN 47591	10/17/22	22-10766 Revlon Consumer Products Corporation	1114	\$20,625.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
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Reason: 6.25% Senior Note Claim

54	Martino, Dennis 10 Caufield Ct Freehold, NJ 07728	10/13/22	22-10760 Revlon, Inc.	1021	\$15,468.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
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Reason: 6.25% Senior Note Claim

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
55 Melchior, Martha 2450 S Water Tower Ln Vincennes, IN 47591	10/11/22	22-10766 Revlon Consumer Products Corporation	929	\$170,156.25	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
56 Michael B Lavoie R/O IRA Michael B Lavoie 21 Chatham Circle Salem, NH 03079	09/20/22	22-10766 Revlon Consumer Products Corporation	613	\$15,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
57 Miller, Sharon & Sidney Sharon Miller 29 Madeley Ln Stony Brook, NY 11790	10/11/22	22-10766 Revlon Consumer Products Corporation	960	\$25,781.25	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
58 Mintz, Milton J 13 Michael Ct Dover, CT 07801	10/28/22	22-10766 Revlon Consumer Products Corporation	3682	\$15,468.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
59 Morikawa, Masami 16880 West 63rd Place Arvada, CO 80403	09/26/22	22-10760 Revlon, Inc.	661	\$22,129.72	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
60 Nancy B Brent Revocable Trust Attn: Nancy B Brent 5734 Solway St Pittsburgh, PA 15217	10/11/22	22-10760 Revlon, Inc.	959	\$56,718.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
61 Nimesh Amin Living Trust 34 Netherwood Dr Albertson, NY 11507	10/13/22	22-10766 Revlon Consumer Products Corporation	1025	\$154,687.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
62 Opitz, Bernhard W 4 Gloria Lane Cody, WY 82414	10/04/22	22-10766 Revlon Consumer Products Corporation	757	\$4,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
63 Perlmutter, Adam 1020 N Quincy Street Apt 603 Arlington, VA 22201	09/20/22	22-10760 Revlon, Inc.	607	\$23,125.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
64 Perlmutter, Adam 1020 N Quincy Street Apt 603 Arlington, VA 22201	09/21/22	22-10760 Revlon, Inc.	621	\$23,125.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
65 Peter, Jessica Nicole Nick Peters 250 Nicollet Mall - Suite 1400 Minneapolis, MN 55401	10/06/22	22-10760 Revlon, Inc.	797	\$875,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim, 6.25% Senior Notes									
66 Rebecca Hardie & Charles Edward Maddux (Joint Tenants) 307 Shady Ridge Court Norman, OK 73069	09/27/22	22-10760 Revlon, Inc.	663	\$44,366.66	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
67	ROBERT L BRENT REVOCABLE TRUST DAVID BRENT 5734 SOLWAY ST PITTSBURGH, PA 15217	10/11/22	22-10760 Revlon, Inc.	979	\$144,375.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
68	Rosen, Victor H 7120 Macapa Drive Los Angeles, CA 90068	10/07/22	22-10766 Revlon Consumer Products Corporation	896	\$14,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
69	Rothrock Lewis, Donna 15406 32nd Ave SE Mill Creek, WA 98012	09/25/22	22-10760 Revlon, Inc.	636	\$5,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
70 Russell Calvin Barefield, Beneficiary 10924 Grant Rd #125 Houston, TX 77070	10/24/22	22-10766 Revlon Consumer Products Corporation	3084	\$100,062.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
71 Scodes, Vito 2570 Tiemann Avenue Bronx, NY 10469	10/22/22	22-10766 Revlon Consumer Products Corporation	2121	\$25,582.66	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
72 Sommerer, David W 103 Orchard Spring Road Pittsburgh, PA 15220	09/20/22	22-10760 Revlon, Inc.	609	\$15,468.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
73 Steinbacher, Mark 3299 Abbey Rd Columbus, OH 43221	09/20/22	22-10760 Revlon, Inc.	611	\$4,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
74 Steinberg, Sanford 234 NE 6th St Boca Raton, FL 33432	10/13/22	22-10766 Revlon Consumer Products Corporation	1019	\$20,625.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
75 STEINBERG, SANFORD 234 NE 6TH ST BOCA RATON, FL 33432	10/17/22	22-10766 Revlon Consumer Products Corporation	1127	\$61,875.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
76 The Darryl Ann Williamson Living Trust 44660 Larkin Rd Mendocino, CA 95460	10/14/22	22-10766 Revlon Consumer Products Corporation	1061	\$15,468.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
77 Valazo SA 2333 Ponce De Leon Blvd Suite #500 Coral Gables, FL 33134	10/07/22	22-10760 Revlon, Inc.	920	\$22,957.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
78 Victor H Rosen Living Trust 7120 Macapa Drive Los Angeles, CA 90068	10/07/22	22-10766 Revlon Consumer Products Corporation	897	\$59,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
79	Weatherby, Daren C. 6951 Marble Canyon Dr. El Paso, TX 79912	10/17/22	22-10760 Revlon, Inc.	1105	\$23,125.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
80	Weatherby, Martina D. 6951 Marble Canyon Dr. El Paso, TX 79912	10/23/22	22-10760 Revlon, Inc.	2706	\$11,562.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										
81	Whitelaw, Graham 165 Montgomery Park Road Carleton Place, ON K7C 3P1	10/23/22	22-10760 Revlon, Inc.	2703	\$20,000.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim										

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

<u>CLAIMS TO BE DISALLOWED</u>					<u>REMAINING CLAIMS</u>				
NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
82 Whiteman, Shirley 135 Ronald Road West Park, FL 33023	10/25/22	22-10760 Revlon, Inc.	4328	\$15,540.00	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
83 Yuhasz, Andrea 7404 E Beach Dr Oak Island, NC 28465	10/17/22	22-10766 Revlon Consumer Products Corporation	1100	\$15,468.75	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									
84 Zakarin, Elaine 6584 Villa Sonrisa Dr Apt 1112 Boca Raton, FL 33433	10/24/22	22-10766 Revlon Consumer Products Corporation	3398	\$10,312.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28
Reason: 6.25% Senior Note Claim									

First Omnibus Claims Objection

Schedule 4 - Substantively Duplicative Bondholder Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	
85	Zakarin, Elaine 6584 Villa Sonrisa Dr Apt 1112 Boca Raton, FL 33433	10/11/22	22-10766 Revlon Consumer Products Corporation	945	\$30,937.50	U.S. Bank Trust Company, National Association Maslon LLP c/o Clark Whitmore 90 S. 7th Street Suite 3300 Minneapolis, MN 55402	09/26/22	22-10760 Revlon, Inc.	643	\$441,033,715.28	
Reason: 6.25% Senior Note Claim											
TOTAL					\$6,691,156.62	TOTAL					\$37,487,865,798.80

Schedule 5

Substantively Duplicative Claims

First Omnibus Claims Objection
Schedule 5 - Substantively Duplicative Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	Dassin, Gerald 111 East 85 St. New York, NY 10028	10/11/22	22-10760 Revlon, Inc.	970	\$2,465,076.00	Dassin, Gerald 111 East 85 Street New York, NY 10028	10/25/22	22-10760 Revlon, Inc.	4938	\$3,260,940.00
	Reason: Substantively Duplicative									
2	Ernst Roeser GMBH Sylvia Hammerschmidt Glashuettenplatz 8-10 CliftKleintettau, 96355	07/22/22	22-10763 Elizabeth Arden, Inc.	256	\$33,250.00	Ernst Roeser GMBH Sylvia Hammerschmidt Glashuettenplatz 8-10 Kleintettau, 96355	08/04/22	22-10763 Elizabeth Arden, Inc.	358	\$32,250.00
	Transferred to: Bradford Capital Holdings, LP as Transferee of Ernst Roeser GMBH Attn: Brian L. Brager PO Box 4353 Clifton, NJ 07012					Transferred to: Bradford Capital Holdings, LP as Transferee of Ernst Roeser GMBH Attn: Brian L. Brager PO Box 4353 Clifton, NJ 07012				
	Reason: Substantively Duplicative									
3	Harvest Revenue Group LLC 1710 SW Commerce Drive, Suite Bentonville, AR 72712	08/29/22	22-10760 Revlon, Inc.	515	\$45,000.00	HARVEST REVENUE GROUP LLC 1710 SW COMMERCE DR STE 16 BENTONVILLE, AR 72712-7171	10/11/22	22-10760 Revlon, Inc.	978	\$45,000.00
	Reason: Substantively Duplicative									
4	Light, Barbara Dee Simon Greenstone Pantier, P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/20/22	22-10766 Revlon Consumer Products Corporation	1285	\$250,000.00*	Light, Barbara Simon Greenstone Pantier P.C. 1201 Elm Street, Suite 3400 Dallas, TX 75270	10/24/22	22-10766 Revlon Consumer Products Corporation	4157	\$200,000.00*
	Reason: Substantively Duplicative									

*Indicates claim contains unliquidated and/or undetermined amounts

First Omnibus Claims Objection
Schedule 5 - Substantively Duplicative Claims

CLAIMS TO BE DISALLOWED

REMAINING CLAIMS

NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT	NAME	DATE FILED	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
5 PGP Glass USA, Inc. 329 Herrod Boulevard Dayton, NJ 08810	09/21/22	22-10760 Revlon, Inc.	623	\$167,135.83	PGP Glass USA, Inc. 329 Herrod Boulevard Dayton, NJ 08810	09/21/22	22-10760 Revlon, Inc.	624	\$167,135.83
Reason: Substantively Duplicative									
6 SKOPENOW, INC 12 EAST 49TH ST FLOOR 11 NEW YORK, NY 10017	07/11/22	22-10760 Revlon, Inc.	139	\$1,723.22	SKOPENOW, INC 12 EAST 49TH ST FLOOR 11 NEW YORK, NY 10017	09/30/22	22-10760 Revlon, Inc.	729	\$1,723.22
Reason: Substantively Duplicative									
7 SKOPENOW, INC 12 EAST 49TH (FLOOR 11) NEW YORK, NY 10017	09/30/22	22-10760 Revlon, Inc.	697	\$1,723.22	SKOPENOW, INC 12 EAST 49TH ST FLOOR 11 NEW YORK, NY 10017	09/30/22	22-10760 Revlon, Inc.	729	\$1,723.22
Reason: Substantively Duplicative									
8 Weckerle GmbH Holzhofstr. 26 Weilheim i OB, 82362	08/17/22	22-10760 Revlon, Inc.	454	Undetermined*	WECKERLE GMBH HOLZHOFSTRASSE 26 WEILHEIM, 82362	10/07/22	22-10760 Revlon, Inc.	919	\$25,128.11*
Reason: Substantively Duplicative									
TOTAL				\$2,963,908.27*	TOTAL				\$3,733,900.38*

*Indicates claim contains unliquidated and/or undetermined amounts

Schedule 6

No Liability Equity Claims

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 Revlon, Inc. Case No. 22-10760
 First Omnibus Claims Objection
 Schedule 6 - No Liability Equity Claims

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	ANN F ZULAUF & CHARLES W ZULAUF JT TEN 25 SYCAMORE AVE LINCOLN PARK, NJ 07035-2449	10/24/2022	22-10760	Revlon, Inc.	4671	\$300.00
	Reason: Equity Claim					
2	Bertugli, Angela 6158 Tyler Drive Harrisburg, PA 17112	09/29/2022	22-10760	Revlon, Inc.	704	\$60.00
	Reason: Equity Claim					
3	Chen, Shih Ping 14012 Fiery Mist Way Huntersville, NC 28078	10/24/2022	22-10760	Revlon, Inc.	3610	\$60,000.00
	Reason: Equity Claim					
4	DANTZLER, VIOLET W 275 QUIET HAVEN LANE ORANGEBURG, SC 29115	10/25/2022	22-10760	Revlon, Inc.	4324	Undetermined*
	Reason: Equity Claim					
5	Douglas, Bonni 2541 S Brandon Ave Springfield, MO 65809	09/23/2022	22-10760	Revlon, Inc.	628	\$33.41
	Reason: Equity Claim					
6	Edwards, Elisabeth 241 Hamilton Avenue Apt 8 Stamford, CT 06902-3402	10/14/2022	22-10760	Revlon, Inc.	1048	Undetermined*
	Reason: Equity Claim					

*Indicates claim contains unliquidated and/or undetermined amounts

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 First Omnibus Claims Objection
 Schedule 6 - No Liability Equity Claims

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
7	HARDAWAY, EFFIE P.O. BOX 56308 PHOENIX, AZ 85079-6308	10/19/2022	22-10760	Revlon, Inc.	1446	Undetermined*
	Reason: Equity Claim					
8	Jackson, Lachelle 19372 Washtenaw St Harper Woods, MI 48225	09/30/2022	22-10760	Revlon, Inc.	700	\$15.00
	Reason: Equity Claim					
9	LOVELL, FEDELIA 3055 ROCHELLE COURT SNELLVILLE, GA 30039	10/24/2022	22-10760	Revlon, Inc.	4658	Undetermined*
	Reason: Equity Claim					
10	Majarian, Varant 17913 Martha Street Encino, CA 91316	08/04/2022	22-10760	Revlon, Inc.	341	\$26.37
	Reason: Equity Claim					
11	Mullur, Lisa 6253 Memorial Drive Dublin, OH 43017	10/24/2022	22-10760	Revlon, Inc.	3896	\$280.00
	Reason: Equity Claim					
12	Robinson, Ann 413 Betz Ave Jefferson, LA 70121	09/20/2022	22-10760	Revlon, Inc.	608	\$268.48
	Reason: Equity Claim					

*Indicates claim contains unliquidated and/or undetermined amounts

Revlon, Inc. Case No. 22-10760
 First Omnibus Claims Objection
 Schedule 6 - No Liability Equity Claims

NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
13 Somarsingh, Petal P.O. Box 260445 Miami, FL 33126	10/24/2022	22-10760	Revlon, Inc.	1730	\$1,219.95
Reason: Equity Claim					
				TOTAL	\$62,203.21*

*Indicates claim contains unliquidated and/or undetermined amounts

Schedule 7

No Liability Claims

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 Revlon, Inc. Case No. 22-10760
 First Omnibus Claims Objection
 Schedule 7 - No Liability Claims

	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
1	Amco Polymers 1900 Summit Tower Blvd #900 Orlando, FL 32810	07/13/2022	22-10760	Revlon, Inc.	168	\$275,188.00
	Reason: Signed Vendor Settlement					
2	Brad-Pak Enterprises, Inc 124 South Avenue Garwood, NJ 07027	08/02/2022	22-10763	Elizabeth Arden, Inc.	360	\$8,740.00
	Reason: Signed Vendor Settlement					
3	Caleb Chemical Inc 525 Tucker Rd Peotone, IL 60468	07/12/2022	22-10760	Revlon, Inc.	149	\$52,584.00
	Reason: Signed Vendor Settlement					
4	Calumet Refining, LLC 2780 Waterfront Parkway Indianapolis, IN 46214	06/27/2022	22-10766	Revlon Consumer Products Corporation	1	\$110,876.06
	Reason: Signed Vendor Settlement					
5	COSMETIC SPECIALTIES INC 125 WHITE HORSE PIKE HADDON HEIGHTS, NJ 08035 UNITED STATES	08/13/2022	22-10766	Revlon Consumer Products Corporation	SCHFUP_00000323	\$9,072.00
	Reason: Signed Vendor Settlement					

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 Revlon, Inc. Case No. 22-10760
 First Omnibus Claims Objection
 Schedule 7 - No Liability Claims

NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
6 Fragrance Group London Ltd Garry Arnot 84 Eccleston Square London, SW1V 1PX UNITED KINGDOM	06/30/2022	22-10760	Revlon, Inc.	68	\$17,809.80
Reason: Signed Vendor Settlement					
7 GEORGE H SWATEK INC PO 356 RIDGEFIELD, NJ 07657-0356 UNITED STATES	08/13/2022	22-10766	Revlon Consumer Products Corporation	SCHFUP_00000324	\$5,040.00
Reason: Signed Vendor Settlement					
8 M Jacob and Sons 35601 Veronica Street Livonia, MI 48150	07/08/2022	22-10776	Roux Laboratories, Inc.	123	\$147,806.06
Reason: Signed Vendor Settlement					
9 M Jacob and Sons MJS Packaging 35601 Veronica Street Livonia, MI 48150	07/08/2022	22-10766	Revlon Consumer Products Corporation	132	\$3,980.40
Reason: Signed Vendor Settlement					
10 MICHEL GERMAIN PARFUMS LTD. 3335 YONGE STREET SUITE 303 TORONTO, ON M5N 2M1 CANADA	08/13/2022	22-10763	Elizabeth Arden, Inc.	SCHFUP_00001185	\$23,424.00
Reason: Signed Vendor Settlement					

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 First Omnibus Claims Objection
 Schedule 7 - No Liability Claims

NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
11 MOLDEO DE PLASTICOS FAR SA DE CV CALLE 3 FRACCIONAMIENTO ALCEBLANCO NUACALPAN DE JUAREZ, 53370 MEXICO	08/13/2022	22-10776	Roux Laboratories, Inc.	SCHFUP_00000772	\$9,352.00
Reason: Signed Vendor Settlement					
12 Motik Inc. 1450 Sutter Street #428 San Francisco, CA 94109	07/08/2022	22-10760	Revlon, Inc.	128	\$111,807.00
Reason: Signed Vendor Settlement					
13 NOURYON USA LLC NOURYON SURFACE CHEMISTRY LLC 131 SOUTH DEARBORN STREET SUITE 100 CHICAGO, IL 60603-5566 UNITED STATES	08/13/2022	22-10766	Revlon Consumer Products Corporation	SCHFUP_00000195	\$92,290.68
Reason: Signed Vendor Settlement					
14 Phoenix Chemical, Inc. 151 Industrial Parkway Branchburg, NJ 08876	07/06/2022	22-10760	Revlon, Inc.	103	\$22,031.88
Reason: Signed Vendor Settlement					
15 Phoenix Chemical, Inc. 151 Industrial Parkway Branchburg, NJ 08876	07/06/2022	22-10776	Roux Laboratories, Inc.	106	\$27,411.30
Reason: Signed Vendor Settlement					

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	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
16	Pilot Chemical Company of Ohio 9075 Centre Pointe Drive West Chester, OH 45069	10/24/2022	22-10760	Revlon, Inc.	3063	\$99,152.69
	Reason: Signed Vendor Settlement					
17	REFURBCO INC 226 WASHINGTON STREET MT VERNON, NY 10553 UNITED STATES	08/13/2022	22-10766	Revlon Consumer Products Corporation	SCHFUP_00000476	\$13,062.56
	Reason: Signed Vendor Settlement					
18	ROBERTS TECHNOLOGY GROUP INC RTG FILMS 120 NEW BRITAIN BLVD CHALFONT, PA 18914 UNITED STATES	08/13/2022	22-10766	Revlon Consumer Products Corporation	SCHFUP_00000257	\$134,538.81
	Reason: Signed Vendor Settlement					
19	Schwan Cosmetics USA, Inc. Attn:Todd Kirby 3202 Elam Farms Parkway Murfreesboro, TN 37127	10/14/2022	22-10760	Revlon, Inc.	1033	\$33,874.81
	Reason: Signed Vendor Settlement					
20	SHIN-ETSU SILICONES OF AMERICA, INC 1150 DAMAR DRIVE AKRON, OH 44305	06/29/2022	22-10778	Revlon Development Corp.	60	\$2,707.28
	Reason: Signed Vendor Settlement					

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 Revlon, Inc. Case No. 22-10760
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	NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
21	SHIN-ETSU SILICONES OF AMERICA, INC 1150 DAMAR DRIVE AKRON, OH 44305	06/29/2022	22-10778	Revlon Development Corp.	61	\$416.00
	Reason: Signed Vendor Settlement					
22	SHIN-ETSU SILICONES OF AMERICA, INC 1150 DAMAR DRIVE AKRON, OH 44305	06/29/2022	22-10760	Revlon, Inc.	63	\$2,000.00
	Reason: Signed Vendor Settlement					
23	SHIN-ETSU SILICONES OF AMERICA, INC 1150 DAMAR DRIVE AKRON, OH 44305	06/29/2022	22-10760	Revlon, Inc.	64	\$283,155.00
	Reason: Signed Vendor Settlement					
24	SOLABIA USA INC 60 BROAD STREET SUITE 3502 NEW YORK, NY 10004 UNITED STATES	08/13/2022	22-10766	Revlon Consumer Products Corporation	SCHFUP_00000639	\$35,550.60
	Reason: Signed Vendor Settlement					
25	SOLABIA USA INC 60 BROAD STREET SUITE 3502 NEW YORK, NY 10004 UNITED STATES	08/13/2022	22-10776	Roux Laboratories, Inc.	SCHFUP_00000904	\$28,500.50
	Reason: Signed Vendor Settlement					

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NAME	DATE FILED	CASE #	CASE NUMBER / DEBTOR	CLAIM #	CLAIM AMOUNT
26 Terry Laboratories, LLC Forever Living Products International, LLC Attn: Legal Department 7501 E. McCormick Parkway Scottsdale, AZ 85258 Reason: Signed Vendor Settlement	08/31/2022	22-10760	Revlon, Inc.	523	\$5,878.88
27 VPI HOLDING COMPANY LLC SMOLICE II HALA F, 95-010 STRYKOW STRYKOW, 95-010 POLAND Reason: Signed Vendor Settlement	08/13/2022	22-10763	Elizabeth Arden, Inc.	SCHFUP_00001230	\$1,655,652.29
				TOTAL	\$3,211,902.60

AND IN THE MATTER OF REVLON, INC. et al

APPLICATION OF REVLON, INC. UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**RECOGNITION ORDER
(Disclosure Statement Order and Related Relief)**

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